CITY OF COOPER CITY
CITY COMMISSION REGULAR MEETING

Tuesday, April 09, 2024 at 6:30 PM
City Hall Auditorium | 9090 SW 50th Place

AGENDA

PLEDGE OF ALLEGIANCE - Briana Perez, Cooper City Ambassador

ROLL CALL

DECORUM - Jacob Horowitz, City Attorney

CHANGES TO AGENDA/EMERGENCY MATTERS

PROCLAMATIONS/PRESENTATIONS

1. Proclamation - Muslim American Heritage Month - **Mayor Ross**
2. Proclamation - Relay for Life
3. Pet Adoption - **Commissioner Mallozzi**
4. Presentation of FY 23 Audit Report- **Keefe & McCullough**

PUBLIC SPEAKING

Open Public Meeting/Agenda Concerns - *Any individual may speak for a time period of up to three (3) minutes' duration regarding any matters which are pertinent to the City, including any item listed on the meeting agenda. If a person desires to speak on an item that is designated for a public hearing, their comments should be held until the public hearing.*

BOARD/ADMINISTRATIVE REPORTS

5. Appointments to City Boards

CONSENT AGENDA

Minutes

6. March 12, 2024 Regular Commission Meeting Minutes

Motion to Approve

7. Motion to approve and authorize the award of Bid No. ITB 2024-1-UTL, Sludge Disposal Services, to the lowest, responsive and responsible bidder, Synagro South, LLC, to remove, transport, and properly dispose of Class B Wastewater Biosolids (sludge), from Wastewater Treatment Plant, and to enter into an agreement at a rate not to exceed $37.50 per Cubic Yard. - **Utilities**
8. Motion to approve and authorize the award of Bid No. ITB 2023-05-UTL, Effluent Pump #3 Replacement, to the lowest, responsive, and responsible bidder, GlobalTech, Inc., and to enter into an agreement in the amount not to exceed $770,900.00 and a separate project contingency in the amount of $77,000.00, representing approximately 10% of the contract price. - **Utilities**

9. Motion to approve the renewal of the Agreement with Witt O'Briens LLC for Managing Federal Assistance Programs - **Finance**

10. Motion to approve and authorize a piggyback agreement between the City of Parkland and RSC INSURANCE BROKERAGE, INC. d/b/a GEHRING GROUP for Insurance brokerage services that will run concurrently with the City of Parkland's agreement. – **Human Resources**

11. Motion to approve and authorize the issuance of a purchase order to Miller Pipeline, LLC., for the Flamingo Gardens water service line replacement, utilizing the previously executed piggyback agreement between the City and the contractor from the City of Ocala contract CIP/220762, in the amount not to exceed $322,715.00. - **Utilities**

12. Motion to approve and authorize the job descriptions for the Community Development Department and the Buyer position for the Finance Department. – **Human Resources**

REGULAR AGENDA

13. Discussion and possible action to direct the City Manager to send a letter to the Broward County Administrator and CC all County Commissioners encouraging them to place left turn signals at the North/South lights on Stirling Road and SW 106 Ave/Embassy Drive North. – **Commissioner Katzman**

14. Motion to Approve the Execution of The Corradino Group, Inc. Task Work Order for a Traffic Operational Analysis and the Preparation of Plans and Permitting for Construction of a Roundabout at the Hiatus Road and NE Lake Boulevard Intersection in the amount of $149,750.00 - The Corradino Group, Inc. - **Public Works**

15. Discussion and possible action on Updating the Investment Policy, Changing the Bank Operating Account and Transferring funds to institutions providing higher rates of return. - **Finance**

16. Motion to approve and authorize a piggyback agreement from the Broward County Contract No. IND2122200B2, Water Meters and Repair Parts with Consolidated Pipe & Supply Company, Inc., in the amount of $359,362.00 for the purchase of Zenner Water Meters. - **Utilities**

17. Motion to approve the purchase of Watts Dual Check Valves from Ferguson Waterworks, in the amount of $246,345.00, using the NIGP SEFL Cooperative Contract No. ITB #2018-19/12, Water Meter Fittings and Water Line Accessories. - **Utilities**

18. Motion to appoint a Director, Alternate, and Second Alternate to the Broward League of Cities Board of Directors

REGULAR RESOLUTIONS

19. **Resolution 24-06 (Community Development)**

A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE 50th YEAR COMMUNITY DEVELOPMENT BLOCK

GRANT (CDBG) APPLICATION FOR THE SENIOR TRANSPORTATION, MINOR HOME REPAIR AND PURCHASE ASSISTANCE PROGRAMS, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

20. **Resolution 24-07 - (Public Works)**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING THE AGREEMENT BETWEEN FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF COOPER CITY FOR STATE-FUNDED GRANT AGREEMENT FOR THE DESIGN AND CONSTRUCTION OF HIATUS ROAD TRAFFIC SAFETY IMPROVEMENTS; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE .

21. **Resolution 24-08 (Commission)**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, RENAMING FLAMINGO PARK IN COOPER CITY AS "MICHAEL D. RIORDAN 'CITY MIKE' PARK" IN ACCORDANCE WITH SECTION 2-8 OF THE CITY'S CODE OF ORDINANCES; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

22. **Resolution 24-09 - (Utilities)**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, AMENDING SCHEDULE (D) OF ORDINANCE NO. 85-10-1, AS AMENDED, RELATING TO BACKFLOW PREVENTER TESTING CHARGES WITHIN THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCES ON FIRST READING

23. **Ordinance 24-05 (Administration)**

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 2 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" AMENDING ARTICLE I, ENTITLED "IN GENERAL," BY SPECIFICALLY AMENDING SECTION 2-8, ENTITLED "NAMING AND RECOGNITION PROCEDURES;" PROVIDING FOR A REDUCTION IN THE WAITING PERIOD FOR NAMING PROPERTY, BUILDINGS, STRUCTURES AND FACILITIES IN THE CITY AFTER PEOPLE WHO HAVE DIED FROM NINETY (90) DAYS TO THIRTY (30) DAYS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

24. **Ordinance 24-06 (Finance)**

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING ORDINANCE NO. 23-21, ADOPTED ON SEPTEMBER 26, 2023; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 FOR THE CITY BY ESTABLISHING A SOLID WASTE ENTERPRISE FUND, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

25. **Ordinance 24-07 (Administration)**

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION", ARTICLE VI, "EMPLOYEE BENEFITS", DIVISION 2 "RETIREMENT PLAN", SECTION 2-158 "FIREFIGHTERS' PENSION PLAN" OF THE CITY OF COOPER CITY MUNICIPAL CODE OF ORDINANCES BY AMENDING ARTICLE XII, "COMPLIANCE WITH THE INTERNAL REVENUE CODE", TO PROVIDE FOR COMPLIANCE WITH SECURE 2.0 ACT; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE.

26. **Ordinance 24-08 (Administration)**

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING THE CITY OF COOPER CITY'S FIREFIGHTERS RETIREMENT PLAN CODIFIED IN CHAPTER 2 "ADMINISTRATION" OF THE COOPER CITY MUNICIPAL CODE OF ORDINANCES TO COMPLY WITH CHAPTER 2019-21, LAWS OF FLORIDA; BY AMENDING ARTICLE IX, DISABILITY, AND ARTICLE XI, DEATH BENEFITS, OF SECTION 2-158; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCES ON SECOND READING (Public Hearing)

27. **Ordinance 24-02 (Administration)**

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING ORDINANCE NO. 2023-21, ADOPTED ON SEPTEMBER 26, 2023; PROVIDING FOR AN AMENDED BUDGET FOR FISCAL YEAR 2023-2024 FOR THE CITY, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

CITY MANAGER REPORT

28. Budget Transfer Notification - BSO Vehicle Purchase
29. Budget Transfer Notification - Re-roof Chlorine Building
30. Budget Transfer Notification - Diesel Fuel Day Tank
31. Budget Transfer Notification - Water Meter Replacement
32. Budget Transfer Notification - Flamingo Service Line

CITY ATTORNEY REPORT

POLICE CHIEF'S REPORT

33. Police Chief's Report

FIRE CHIEF'S REPORT

34. Fire Chief's Report

COMMISSIONERS' CONCERNS/REPORTS/ITEMS TO BE PLACED ON NEXT AGENDA

ADDITIONAL PUBLIC COMMENTS (3 MINUTES)

ADJOURNMENT

ADA NOTICE

This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Office of the City Clerk, 954-434-4300 ext. 220, not later than two days prior to such proceeding. One or more members of the City of Cooper City Advisory Boards may be in attendance and may participate at the meeting. Anyone wishing to appeal any decision made by the Cooper City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Agenda items may be viewed online at www.coopercity.gov or at the Office of the City Clerk, City of Cooper City, 9090 SW 50 Place, Cooper City, Florida, 33328, 954-434-4300.

DECORUM

Members of the Commission, staff members, citizens, and others are required to use civil and appropriate language when addressing the Commission or anyone present at the meeting and must refrain from using profanity, cursing, or exhibiting aggressive or threatening behavior. All comments should generally be directed to the presiding officer and not to individual members of the Commission, staff, or the audience. No personal verbal attacks toward any individual by either the Commission, staff, citizens, or others shall be allowed during any meeting of the Commission.

Any persons making impertinent or slanderous remarks or personal attacks or who becomes boisterous while addressing the Commission or who otherwise violates the decorum rules set forth herein shall be barred from further audience before the Commission by the Mayor, or by request of any member of the Commission unless permission to continue or again address the Commission be granted by a majority vote of the Commission members present.

Office of the City Commission

Proclamation

WHEREAS, freedom of Religion holds distinction as a cherished right and a foundational value upon which the laws and ethics of the United States are based; and

WHEREAS, enriched by unparalleled diversity of its residents, Cooper City takes great pride in supporting individual religious freedoms and is strengthened by the many varied cultural traditions of its diverse population, including those of American Muslims; and

WHEREAS, the history of Islam in this country dates back to before its founding, originating with enslaved Africans who brought their Muslim belief with them to the Americas and who later contributed in numerous ways to the founding of the nation, and there are today millions of American Muslims, both immigrants and native-born, of diverse backgrounds and belief; and

WHEREAS, residents in Broward County currently represent 208 countries and speak 181 languages. American Muslim students, staff and community are part of this growing diversity; and

WHEREAS, Although American Muslims within Broward County strive to promote peace and understanding between all faiths, identities and nationalities while upholding those values and principles that define the American people, harassment and discrimination still exists; and

WHEREAS. it is therefore appropriate to acknowledge and promote awareness of the myriad of invaluable contributions of American Muslims in Broward and across the country, and extend to them the respect and camaraderie every American deserves.

NOW, THEREFORE, I, Greg Ross**,** Mayor of the City of Cooper City, Broward County, Florida, and the City Commission, do hereby extend support of

" Muslim American Heritage Month April 2024"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Cooper City, Broward County, Florida, to be affixed on this 9th day of April, 2024.

GREG ROSS

Mayor, City of Cooper City

Office of the City Commission

Proclamation

WHEREAS, in 1985 the first Relay For Life was started by Dr. Gordon Klatt in Tacoma, Washington to raise money and awareness for cancer survivors and cancer research; and

WHEREAS, Relay For Life is the American Cancer Society's nationwide signature activity that celebrates cancer survivors and caregivers, remembers loved ones lost to the disease and empowers individuals and communities to fight back against cancer; and

WHEREAS, money raised during Relay For Life of Davie, Cooper City, and Weston, otherwise known as Relay For Life of Broward Power, supports the American Cancer Society's mission of saving lives by helping people stay well and get well, by finding cures, and by fighting back; and

WHEREAS, The American Cancer Society has invested $5 billion dollars in cancer research since 1946; and

WHEREAS, the City of Cooper City is a proud participant in the Davie, Cooper City, and Weston Relay For Life.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Commission of the City of Cooper City do hereby recognize and support the research efforts of the American Cancer Society and urge all the citizenry of Cooper City to join the ongoing search for a cure and the fight against cancer.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Cooper City, Broward County, Florida, to be affixed on this 9th day of April, A.D., 2024.

GREG ROSS

Mayor, City of Cooper City

CITY OF Cooper City
Someplace Special

CITY COMMISSION STAFF REPORT

DEPARTMENT: Commission

DATE: April 9, 2024

SUBJECT: Appointments to City Boards

RECOMMENDATION:
Commissioner Shrouder is appointing Tami F. Pahl to the Recreation Advisory Board

ATTACHMENTS:
1. Citizen Resource Sheet - Tami F. Pahl

CITY OF COOPER CITY
CITIZENS RESOURCE SHEET

Please indicate the Board(s) for which you wish to be considered:

- ☐ **Business Advisory Board**
- ☐ **Charter Review Board**
- ☐ **Education Advisory Board**
- ☐ **Firefighters Pension Board**
- ☐ **General Employees Pension Board**
- ☐ **Green Advisory Board**
- ☐ **Planning & Zoning Board**
- ☐ **Police Pension Board**
- ☐ **Mental Health & Wellness Advisory Board**
- ☑ **Recreation Advisory Board**
- ☐ **Senior Advisory Board**
- ☐ **Royal Palm Ranches Advisory Board**

Please choose one:

☐ **I wish to be considered by Commissioner** Shrouder or any opening **(please write in name)**

☐ **I wish to be considered by any member of the Commission**

Date: March 5, 2024

Name: Tami F. Pahl Email Address: agresspahl@bellsouth.net

Home Address: 2731 Montevideo Ave Cooper City, FL 33026

Cell #: 754-304-3701 Work #: _____ Home #: _____

Length of Residence in Cooper City 18 Years _____ Months

Length of Time as Business Person in Cooper City _____ Years _____ Months

QUALIFICATIONS:

Please provide a brief statement outlining why you wish to serve on the applicable boards and/or committees selected. In addition, please attach copy of your resume or vita (optional): I love Cooper City and thoroughly enjoyed all aspects of raising my family here. I want to give back by having input into all of our great activites and parks, and continue to be innovative in what we do while also maintaining our many wonderful traditions.

Experience in Board Subject:

Related Work or Civic Affiliation: See attachment for info

College (if appropriate): Masters degree - MSW - Adelphi University, Garden City, N.Y.

Field of Study: Social Work

Other professional or technical training (Name of school, course name, etc.): _____

DISCLOSURES:

1. Are you or any of your relatives presently employed by the City of Cooper City? No If yes, please state names and City departments/divisions: _____

2. Are you aware of any potential conflict of interest that may arise from your serving on City of Cooper City boards and committees? No If yes, please explain: _____

3. Do you have any unpaid or delinquent accounts, water bills, etc. owed to the City of Cooper City? No If yes, please list: _____

4. If you own property in the City of Cooper City, do you have any pending code violations and/or unpaid code fines related to such property? No If yes, please list: _____

5. Is there any other information that you would like to disclose in connection with this application? No If yes, please do so here: _____

Please affirm and acknowledge that you understand and agree to the following (mark each box):

☑ I understand that in accordance with Florida Sunshine Law, this information becomes public record and may be subject to public review.

☑ If appointed, I agree to faithfully and fully perform the duties of my appointment, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City of Cooper City, Broward County and the State of Florida, particularly those pertaining to the standards of conduct for public officers and related financial disclosure requirements, if applicable. I further agree to take the applicable statutory oath. I understand that if appointed, I must take the oath of office prescribed in the Florida Statutes.

☑ Misrepresentation of any information or qualifications given on this application may cause automatic removal from any board/committee.

Signature: _____ Date: _____

CITY OF COOPER CITY

CITY COMMISSION REGULAR MEETING

Tuesday, March 12, 2024 at 6:30 PM
City Hall Auditorium | 9090 SW 50th Place

MINUTES

PLEDGE OF ALLEGIANCE -

Commissioner Green opened the meeting at 6:30 PM and led the assembly in the Pledge of Allegiance.

ROLL CALL

Present were Commissioners Mallozzi, Katzman, Shrouder, Green and Mayor Ross via Zoom.

DECORUM - Jacob Horowitz, City Attorney

City Attorney Horowitz read the decorum policy as follows: Members of the Commission, staff members, citizens, and others are required to use civil and appropriate language when addressing the Commission or anyone present at the meeting and must refrain from using profanity, cursing, or exhibiting aggressive or threatening behavior. All comments should generally be directed to the presiding officer and not to individual members of the Commission, staff, or the audience. No personal verbal attacks toward any individual by either the Commission, staff, citizens, or others shall be allowed during any meeting of the Commission. Any persons making impertinent or slanderous remarks or personal attacks or who becomes boisterous while addressing the Commission or who otherwise violates the decorum rules set forth herein shall be barred from further audience before the Commission by the Mayor, or by request of any member of the Commission unless permission to continue or again address the Commission be granted by a majority vote of the Commission members present.

CHANGES TO AGENDA/EMERGENCY MATTERS

City Manager Eggleston would like to hear public speaking after item 4 and move items 15 and 16 to the regular agenda. Commissioner Shrouder would like to pull items 10 and 14 from the consent agenda.

PROCLAMATIONS/PRESENTATIONS

1. A Proclamation declaring March Irish American Heritage Month was presented to Broward County AOH President Robert Edward Wilson.

2. Proclamations were presented to Shlomo Shemesh, Noam Mulla, Noam Kahana and Yochanan Nelson for their service in Israel. Additionally, on behalf of Congresswoman, Debbie Wasserman Schultz, Outreach Director, Tricia Hallison-Mischler presented Noam Kahana, Noam Mulla, Shlomo Shemesh, and Yochanan Nelson with certificates of Congressional Recognition for their service.

Yochanan Nelson thanked the Commission and the community for their support.

Commissioner Katzman thanked Rabbi Arnie Samlan from the Jewish Federation for attending the meeting as well as several others who have sent many kind words including Rabbi Pinny, Rabbi Greenspon and Rabbi DeWoskin.

Tricia Hallison-Mischler on behalf of Congresswoman, Debbie Wasserman Schultz presented certificates of special congressional recognition to Noam Kahana, Noam Mulla, Shlomo Shemesh, and Yochanan Nelson.

Rabbi Shmuley Horowitz thanked the Commission for their support and thanked the soldiers and the families of the soldiers for their service.

3. Citizens on Patrol (COPs) Andrew Gross and John Simpson were recognized for their commitment to ensuring public safety.

4. Pet Adoption - **Commissioner Mallozzi**

Commissioner Mallozzi advised Dixie an 11-month-old puppy is available for adoption by contacting the Humane Society of Broward County at www.humanebroward.com or 954-989-3977 Ext 6.

Commissioner Mallozzi also advised the James and Lindsay Lair Charity Foundation fell short of a few hundred dollars for scholarships. Donations can be made at the Cooper City High School.

5. **Cooper City City-Wide Traffic Study along Fifty-One (51) Corridor Segments Final Presentation** - **The Corradino Group, Inc.**

City Manager Eggleston advised Eric Czerniejewski from the Corradino Group will provide a presentation.

Eric Czerniejewski and Diana White from the Corradino Group spoke on the final update on the Traffic Calming Study. The Traffic Calming Study was completed along 51 corridor segments within the City. 14 corridor segment locations yielded higher than expected travel speeds. The corridor segments were ranked by their calculated crash rate, frequency of crashes, length of the corridor and collected ADT. Hiatus Road between Stirling Road to SW 55th Street was the ranked number one with a recommendation for speed humps. SW 49th Street between SW 90th Avenue to SW 88th Terrace was ranked second with a recommendation of a speed hump and a table through intersection. SW 51st Street from SW 92nd Terrace to SW 90th Avenue has a recommendation of a speed table with a marked crosswalk. SW 52nd Street between SW 94th Avenue to SW 95th Avenue has a recommendation of a speed hump and at grade texture pavement at the intersection. SW 113th Avenue from Stirling Road to 55th Street has a recommendation of a speed hump and a table through intersection. A speed hump is recommended at SW 118th Avenue and SW 50th Street and Stonebridge Parkway and East Sailboat Drive. At grade texture pavement is recommended at the intersection of Stonebridge Parkway and North Lake Boulevard. A roundabout is recommended at SW 106th Avenue and SW 51st Street with textured pavement at the intersections of SW 106th Avenue and SW 49th Place and SW 57th Place. Lane narrowing and pavement markings are recommended at SW 106th from Stirling Road to Griffin Road. A speed hump is recommended at SW 49th Street and SW 122nd Avenue as well as between SW 120th Avenue and SW 118th Avenue. At grade texture pavement is recommended for the intersections of SW 118th Avenue and SW 48th Street, SW 122ND Avenue and SW 51st Street and SW 122nd Avenue and SW 53rd Street. A speed hump is recommended between Anchor Way and Dockside Drive. Speed humps are also recommended between SW 89th Terrace and SW 89th Way as well as SW 87th Avenue and SW 87th Terrace. A five year proposed CIP plan has been made and provided to the Commission. He recommended contacting the County with regard to programs available to help assist in costs. Mr. Czerniejewski thanked City staff for their help with the project.

City Manager Eggleston spoke on completing certain projects this budget year and looking at capturing future projects in the upcoming budget season. Mr. Czerniejewski advised the rankings were done based on the highest speeds and addressing these locations first. Some items also require some additional work that can be placed in later years. Some can also be done quickly at lower cost.

Commissioner Shrouder asked to explain the at grade textured pavement as opposed to a speed table. Diana White explained textured pavement creates a different environment while you're driving through pure asphalt. Commissioner Shrouder said speed bumps are not aesthetically pleasing. Ms. White said the at grade texture will only show a difference in color and texture. The speed hump is more effective as it is more aggressive. Commissioner Shrouder would like to try a few devices to see how they work. Ms. White said there are different options available for certain areas.

Commissioner Katzman asked if traffic incidents were accounted for when ranking the priorities. Ms. White explained it is a combination between average daily traffic, speed and crashes. Commissioner Katzman asked about the roundabout proposed on 106th. Mr. Czerniejewski advised when there is limited right-a-way and an intersection where there is an access point they look at both traffic control and traffic calming. Commissioner Katzman asked how individuals would travel during construction and if a roundabout is not possible what is a safe second option. Ms. White said there is a roundabout proposed at SW 118th Avenue as well. With regard to construction a traffic plan will be developed including signage and arrow boards. Textured pavement could also be utilized at that location or a speed hump at the intersection not as inclined. Mr. Czerniejewski said there is also a canal in that area that would need to be taken into account. Commissioner Katzman asked if it is possible to apply for more than one element with surtax. Mr. Czerniejewski said the item does not need to be submitted as one project. Commissioner Katzman would like to take some action on certain projects after hearing feedback from staff and test out different options at the higher priority locations.

Commissioner Mallozzi has concerns on the price. She asked how our small intersections cost nearly $100,000. Ms. White said the costs could potentially come in lower but there may be additional costs for surveys or additional work. Mr. Czerniejewski said grant programs prefer not to have additional costs after submittal. Commissioner Mallozzi asked if they could potentially contact the MPO for funding. She would like to utilize one of each traffic device to see what works the best for the City. Commissioner Mallozzi asked if the sections of Stonebridge Parkway between SE Lake Boulevard and South Lake Boulevard met the criteria. Ms. White said they did test all streets but those mentioned where not in the top 14.

Commissioner Green said he believes the consensus tonight is to move forward. He asked how long the installation of the devices has taken in other cities and if they were evaluated after installation for results. Mr. Czerniejewski said the Town of Surfside has about 80% of the devices installed in 2012 still in place. Ms. White spoke on the roundabout on Nova Drive in the Town of Davie. Commissioner Green asked for a timeline on implementation. Ms. White said the roundabout on Nova Drive took roughly two years. Commissioner Green asked his colleagues what projects they want to complete first.

Mayor Ross said he was under the impression the item tonight was simply a presentation.

Commissioner Green asked City Attorney Horowitz if the Commission can reach consensus on some of projects mentioned in the presentation tonight. City Attorney Horowitz answered the Mayor is correct in that the item was listed on the agenda as a presentation however, if there is some general consensus or direction that would be appropriate.

Commissioner Shrouder said the fastest and cheapest options would be speed humps. He would be okay with staff bringing forward the costs of speed humps in the areas recommended. He prefers speed humps not being installed on the major roads. He also has concerns with 106th as construction will be had in that area. He would like staff to come back with locations that can benefit from the speed humps. Ms. White said speed cushions are the cheapest methods. Commissioner Shrouder is okay with installing the speed cushions in certain areas and reviewing the results.

Commissioner Katzman asked much money we have budgeted for the traffic study results. City Manager Eggleston said any improvement brought forward this year will come via a budget amendment. Future projects will be outlined in future budgets.

Consensus was reached to have staff bring back options on the cost of speed cushions in certain areas recommended in the traffic study at the April 9th Commission Meeting unless the Commission is notified and more time is needed.

City Manager Eggleston will work on options as soon as possible.

6. **Strategic Plan to Address the Water Meter Challenges**

Interim Utilities Director Hamid Nikvan advised staff has encountered some challenges related to the electronic meter system and the objective is to resolve the issues and enhance operation efficiency and utility revenue. Currently the City has 11,869 water meters. There are 6,690 advanced meters and 5,179 manual meters. 1,170 of the electronic meters can be functioned as a manual meter. In 2019 20% of the meters were failing and were replaced with ME-8 meters. Staff has discovered several issues with the meters including meter failures, issues with faulty transmitters, connectivity glitches, software malfunctions and occurrences of zero readings. Staff is also experiencing delays in receiving responses and product deliveries from the contractor, contractor shortcomings in meeting their contractual obligations, unresolved warranty issues and expired software licenses and maintenance. The impact of these issues lead to a substantial revenue decline and operational strain. There are also concerns with unreliable data which can result in noncompliance with regulatory issues. The estimated revenue loss based on production is $1,632,587.95. Additionally there is $63,000 spent on software licenses and labor costs. To address these issues staff recommends a phased transition to a more reliable and efficient metering infrastructure. In order to replace the meters they need to evaluate contractual meter reading services and explore the possibility of moving from a part-time position to a full-time position in phases. A cost analysis determined the manual meter estimated cost is $65.05 each and check values costing $44.79 each. The total cost will be $109.84 for a total replacement of each meter. Phase 1 of the plan would be to replace 5,520 SSR digital meters with manual meters. Material costs are estimated at $606,316.80. Staff is still working on labor costs but the minimum cost for installing the meter per contract from the County is $15 per meter totaling $82,800. The estimated replacement time is four to six months. Phase two would be the replacement of outdated meters at $568,861.36. The meter replacement labor cost is estimated at $77, 685.00. The life span on those meters has surpassed. The estimated timeframe is also four to six months. Staff will determine if the 1,170 ME-8 meters that can function as manual meters will need replaced. The total estimated cost for the replacements is $1,335.663.16.

Mayor Ross asked City Attorney Horowitz what the situation is regarding litigation. City Attorney Horowitz advised in 2017 the City piggybacked on a Citrus County agreement with Mueller as the

manufacturer of the meters as well as a company called Ferguson which was the distributor. In 2017 the City took responsibility for the installation of the meters and he is looking into how that would impact any warranty opportunities we may have. As it relates to any contract challenges that Interim Director Nikvan referenced they are looking into that as well as it relates to potential breach and potential default under the existing agreement. He's certainly aware of the importance and significance of the issue and his office is in the process of reviewing all aspects of the agreement, the applicable warranty and looking at what legal options and remedies might be available to the City from a legal side as staff goes through the operational steps of rectifying the issue.

Commissioner Shrouder played audio from the January 26, 2021 Commission Meeting where the Commission was addressing issues with the old company and was told the present company was phenomenal. Commissioner Shrouder played the clip from the meeting which this situation occurred. Commissioner Shrouder said he believed this concern was addressed in 2021 however they are here three years later after losing three million dollars. He asked why these issues are just being addressed now. Water is the City's second highest revenue sources so the decline in revenue should have been detected. Safeguards need put into place. Commissioner Shrouder asked who notified staff about the issues. Interim Director Nikvan said they discovered numerous zero reads and have been trying to correct the issues with the vendor but they have been unsuccessful. Commissioner Shrouder would like staff to bring back policies on running reports to address issues timely.

Commissioner Katzman asked why the month of April was only down 7%. Interim Director Nikvan said they started addressing issues in April but as time progresses more meters fail.

City Attorney Horowitz said the contract that resulted in the installation of these meters is a 2017 agreement. That agreement predates his law firm. The litigation mentioned was for an agreement from 2014 or 2015. A number of those meters were replaced pursuant to a contract from 2017 with Mueller, who is the manufacturer and Mueller is currently involved in dozens of lawsuits throughout the United States. This is not an uncommon issue.

Commissioner Katzman said in April we were down 7% and then in May we were down 27% in revenue was this due to new meters. Interim Director Nikvan said some meters were replaced but additional meters failed. CFO Williams said he was made aware of the issue of zero reads then made a spreadsheet showing revenue loss. CFO Williams also advised another issue is the lack of communication between the Utilities Department and Utility Billing. He has now instituted a weekly meeting between the two departments to speak on new meters and shutoffs. CFO Williams said there has been major revenue loss due to these issues. Commissioner Katzman asked if the purchase of new meters could affect the lawsuit. City Attorney Horowitz said they can pursue those costs in damages. Commissioner Katzman said they need to move forward with resolutions quickly and the zero read reports need ran daily.

Commissioner Mallozzi said there are many residents in the City that are on tight budgets that will now have a large bill due to the issues. She would like notification sent to the residents and the ability for residents to make payment arrangements if needed. CFO Williams said staff will back bill and work on payment plans. Commissioner Mallozzi said she wants the residents notified as soon as possible. CFO Williams said staff will only bill back for the base amount. Interim Utilities Director Nikvan said he

alongside Finance will work on notification to the residents. Commissioner Mallozzi said residents on a fixed income need informed now so they can make arrangements. Interim Utilities Director Nikvan said language has been drafted for notification and will be released soon. Commissioner Mallozzi would like to replace the meters with zero reads and if zero reads continue she wants action taken immediately. She would also prefer not to piggyback because our language cannot be added to an already approved contract and these issues will occur again. City Attorney Horowitz said when we utilize a contract that is procured by another governmental agency, we are taking that contract on the terms and conditions that were negotiated and procured by that agency. Commissioner Mallozzi said if we cannot add language to address issues the same issues will occur. City Attorney Horowitz said his office is exploring all options from a legal perspective to pursue something against Mueller as the manufacturer or Ferguson as the distributer or any other party of interest in the agreement. Interim Utilities Director Nikvan said there will be less issues with manual meters.

Commissioner Green said with the previous litigation for the old meters they were only able to recover a small amount. City Attorney Horowitz said the City recovered close to $300,000. He would assume we are going to go down the same path as before and would like to hear the Commission's direction at this point.

Commissioner Shrouder clarified that he did not intend to fault City Attorney Horowitz with the video clip he played. Commissioner Shrouder spoke on an email he sent on December 23, 2022 to the former Finance Director and Customer Service Supervisor Alexis Dager. In the email he asked how many zero reads there were the last billing cycle as his office meters had a zero read and the second meter was blank. He also stated the City was notified by the State of Florida that the City was pulling more water from the ground than we were billing for. Interim Utilities Director Nikvan was not aware of that report however they do submit water loss to the Water Management District. He did submit a report that indicated an 18% loss. Commissioner Green asked if they are required to submit a report to the State and if the loss is substantial the State replies with questions. Interim Utilities Director Nikvan is not aware of the email Commissioner Shrouder mentioned but they do submit reports to the State and justifications may need sent if there is a significant loss.

Commissioner Shrouder would like a policy in place stating if that the State is asking for justification on water loss the Commission is informed.

Commissioner Green asked Commissioner Shrouder when he was informed of the report he just mentioned and what he did with that information. Commissioner Shrouder said he was notified when he raised questions in 2022 when his business water meters were reading zero. Commissioner Shrouder said it may take money to fix the issue immediately. He would also like the Communications Department to work on notification to the residents that meters have been malfunctioning and additional or larger bills may be issued to affected customers.

Mayor Ross would like to move forward on phase one of the plan presented.

Commissioner Katzman agrees the Commission needs to begin on phase one immediately and while he is not comfortable in spending the money they need the issues addressed in order to collect the correct revenues.

Commissioner Green said while the issues stem from our meters there are residents who knew they had not been billed accurately.

Commissioner Katzman said while some residents might have noticed a difference it can be difficult to detect.

Commissioner Green said if residents have been here for many years and the amount is typically the same a difference in the amount could be noticed.

Commissioner Shrouder would like monthly updates on the contract issues being addressed by the City Attorney and the replacement plan.

Consensus was reached to move forward on phase one in the report.

PUBLIC SPEAKING

Open Public Meeting/Agenda Concerns

Carl Rosendorf, on behalf of the Rock Creek Board of Directors spoke on the need of traffic calming devices in Rock Creek particularly at sections of Stonebridge Parkway between SE Lake Boulevard and South Lake Boulevard.

Carmen Muir, thanked the City for the Pickle ball event and Founders Day as they were both great events. She also spoke on the growth of pickle ball and the need for more courts.

BOARD/ADMINISTRATIVE REPORTS

7. **Budget to actuals / City Financial Report – Finance**

CFO Williams advised the financials included tonight are from September 2023 to December 30, 2023. The unassigned fund balance as of December 30, 2023 is $35,362,000. Of that 58% is from ad valorem taxes collected.

Commissioner Shrouder asked to accept the financials and defer the presentation.

Consensus was reached to accept the financials and defer the presentation.

CONSENT AGENDA

Minutes

8. February 13, 2024 Regular Commission Meeting Minutes

Motion to Approve

9. Motion to approve a Municipality Candidate Financial Reporting Software Sublicense Agreement. – **Clerk's Office**

10. Motion to Approve a First Amendment to the Design, Construction and Maintenance of Bus Stop Improvements Agreement - Broward County - **Public Works**

11. Motion to approve and authorize a piggyback agreement from the Town of Jupiter Island agreement with Florida Technical Consultants, LLC., in the amount of $40,000 or as appropriated in the annual budget for Geographic Information System (GIS) consulting services, and run concurrently with the Town of Jupiter Island agreement, provided the agreement is extended by the Town of Jupiter Island with the terms and conditions acceptable to the City. - **Utilities**
12. Motion to approve and authorize the purchase of a 2024 Ford Explorer XLT 4X2 for the Utilities Department from Palmetto Ford of Miami using the Florida Sheriff's Association Contract #FSA23-VEL31.0: Pursuit, Administrative, and other vehicles in the amount not to exceed $41,183.00 - **Utilities**
13. Motion to Approve a Seventh Amendment to agreement with John M. Perez to administer programs funded by the American Rescue Plan Act (ARPA) of 2021 and approval of appropriation of funds. - **Administration**
14. Motion to approve Basketball, Volleyball, and Pickleball Court Lighting Quotation dated January 25, 2024, under Sourcewell Contract #041123-MSL for Sport Lighting Solutions with Related Technology, Equipment, and Services in the amount of $170,000.00 with Musco Sports Light, LLC. – **Public Works**
15. Discussion and possible action regarding temporary services for an interim Director of Public Works - **Administration**
16. Motion to approve and authorize an amendment to the Professional Services Agreement with Michael Aldrich for Wastewater Treatment Operation Supervisory Consulting Services, not exceeding $10,000. – **Utilities**

MOTION: Mayor Ross moved to approve the Consent Agenda with the exception of items 10, 14, 15 and 16. Commissioner Shrouder seconded the motion which prevailed by a unanimous roll call vote. (5-0)

City Manager Eggleston asked to hear item 20 as the company is present to address questions.

Consensus was reached to hear item 20.

10. Motion to Approve a First Amendment to the Design, Construction and Maintenance of Bus Stop Improvements Agreement - Broward County - Public Works

Commissioner Shrouder said the County would like the City to pay for the maintenance of benches. He would like to defer the item until he can gather more information with regard to the City's financial obligations.

Interim Public Works Director Tim Fleming advised they have been maintaining the trash cans at the current stops and correcting issues with one bench being damaged by a vehicle.

Commissioner Katzman clarified the County installed 20 bus shelters and we have a contract to maintain six of them. We do not have a contract to maintain the remaining 14. He asked if the agreement is not approved will the maintenance be in limbo. City Attorney Horowitz said he believes if Broward County installs the shelters they do own them.

Commissioner Green asked how much time is needed to determine costs.

Commissioner Shrouder said he would like time to determine costs if the City does need to maintain the additional 14 shelters and have City Attorney Horowitz look at all options legally.

Mayor Ross asked why we didn't pursue costs from the negligent driver.

MOTION: Commissioner Shrouder moved to table the First Amendment to the Design, Construction and Maintenance of Bus Stop Improvements Agreement - Broward County. Commissioner Katzman seconded the motion which prevailed by a unanimous roll call vote. (5-0)

14. Motion to approve Basketball, Volleyball, and Pickleball Court Lighting Quotation dated January 25, 2024, under Sourcewell Contract #041123-MSL for Sport Lighting Solutions with Related Technology, Equipment, and Services in the amount of $170,000.00 with Musco Sports Light, LLC. – Public Works

Commissioner Shrouder said he could not locate the exact pricing in the contract or the number of lights that will be installed per court. He would like exact numbers to secure the City receives what they are quoted for.

Mayor Ross said the court names are also not indicated.

Interim Public Works Director Tim Fleming will add the specific numbers per court.

Commissioner Shrouder also spoke on the language 5% over the cost. He would like that reviewed by procurement.

MOTION: Commissioner Shrouder moved to defer the approval of the Basketball, Volleyball, and Pickleball Court Lighting Quotation dated January 25, 2024, under Sourcewell Contract #041123-MSL for Sport Lighting Solutions with Related Technology, Equipment, and Services in the amount of $170,000.00 with Musco Sports Light, LLC to the next Commission meeting. Commissioner Mallozzi seconded the motion which prevailed by a unanimous roll call vote. (5-0)

15. Discussion and possible action regarding temporary services for an interim Director of Public Works – Administration

City Manager Eggleston advised there is a proposal in the backup to bring in additional resources for the Public Works Department as they work through the nationwide search for the Public Works Director. This will be an additional resource on sight to work on projects the City has.

Commissioner Shrouder asked if this company will handle day to day operations with employees. He asked City Attorney Horowitz to revise the agreement and remove all the and/or's.

Commissioner Katzman thanked Interim Director Tim Fleming for his leadership. He said the department needs assistance with ongoing projects.

Commissioner Mallozzi said we are placing an individual into a high position who has no experience with the department. She would like to retain the current interim director and have this individual assist him. She does not support the item.

Commissioner Green said currently Mr. Fleming is the Interim Director. He agrees with Commissioner Mallozzi that we have an employee who is acclimated. He has no issue bringing in temporary services to assist the department but this will be a short-term solution.

MOTION: Mayor Ross moved to approve temporary services for an interim Director of Public Works. Commissioner Shrouder seconded the motion which prevailed by the following roll call vote. (3-2)

NO: Commissioner Mallozzi and Green

YES: Commissioner Katzman, Shrouder and Mayor Ross

16. Motion to approve and authorize an amendment to the Professional Services Agreement with Michael Aldrich for Wastewater Treatment Operation Supervisory Consulting Services, not exceeding $10,000. – Utilities

MOTION: Commissioner Shrouder moved to approve and authorize an amendment to the Professional Services Agreement with Michael Aldrich for Wastewater Treatment Operation Supervisory Consulting Services, not exceeding $10,000. Mayor Ross seconded the motion which prevailed by a unanimous roll call vote. (5-0)

REGULAR AGENDA

17. Discussion and possible action on renaming Flamingo Park after Michael Riordan "City Mike" – Commissioner Shrouder / Mallozzi

Commissioner Shrouder said Mr. Riordan worked for the City for 23 years and was a fixture in the community.

Commissioner Mallozzi said Mr. Riodan lived in the City for 40 years and worked for the City for 23 years. He also volunteered countless hours at the parks.

Mayor Ross is in favor of renaming the park.

Commissioner Katzman is in favor of the item and wants to assure they are following the ordinance. City Attorney Horowitz said an ordinance will be placed on the next Commission meeting changing the 90-day waiting period to 30 days. The item also requires a resolution. If the item moves forward he would ask for direction to bring back a resolution which will need adopted unanimously and will be implemented immediately.

Commissioner Katzman wants to assure all procedures are adhered to.

Consensus was reached to have the City Attorney's Office bring back a resolution at the April 9th Commission Meeting.

MOTION: Commissioner Shrouder moved to approve the renaming of Flamingo Park after Michael Riordan "City Mike". Commissioner Mallozzi seconded the motion which prevailed by a unanimous roll call vote. (5-0)

18. Motion to approve the rest of the Utilities Department's Job Descriptions – Human Resources

Commissioner Katzman asked Interim Utilities Director Nikvan if he had a chance to review the job descriptions and is comfortable with the changes. Utilities Director Nikvan answered yes with the exception of Utilities Director.

MOTION: Commissioner Katzman moved to approve the rest of the Utilities Department's Job Descriptions with the exception of Utilities Director. Commissioner Green seconded the motion which prevailed by a unanimous roll call vote. (5-0)

Commissioner Shrouder said the job description states the City Manager may relax any qualifications or requirements. He is not willing to relax the requirement of a degree. He would like the requirement of the PE to be the only requirement the City Manger can relax.

MOTION: Mayor Ross moved to approve the job description of the Utilities Director with additional language stating the City Manager can only relax the requirement of the PE. Commissioner Katzman seconded the motion which prevailed by a unanimous roll call vote. (4-0) *Commissioner Green was not present on the dais.*

19. Motion to approve and authorize the award of Bid, No. ITB 2023-3-UTL, Nanofiltration Membrane Replacement, to the lowest, responsive, and responsible bidder, H2O Innovation USA, Inc., and to enter into an agreement in the amount not to exceed $1,099,480.00 and a separate project contingency in the amount of $109,948.00, representing 10% of the contract price. – Utilities

MOTION: Commissioner Katzman moved to approve and authorize the award of Bid, No. ITB 2023-3-UTL, Nanofiltration Membrane Replacement, to the lowest, responsive, and responsible bidder, H2O Innovation USA, Inc., and to enter into an agreement in the amount not to exceed $1,099,480.00 and a separate project contingency in the amount of $109,948.00, representing 10% of the contract price. Mayor Ross seconded the motion which prevailed by a unanimous roll call vote. (4-0) *Commissioner Green was not present on the dais.*

20. **Motion to Award a three-year Co-Managed Information Technology Services contract to VC3, Inc. IT/Finance**

City Manager Eggleston said this is a project staff has been working on for some time. This agreement is an opportunity to build a hybrid environment with IT Technician Jonathan Lopez. The funding is available for the contract as listed.

Commissioner Shrouder said he supporting the item based on the City Managers recommendation.

MOTION: Commissioner Katzman moved to approve a three-year Co-Managed Information Technology Services contract to VC3, Inc. Mayor Ross seconded the motion which prevailed by a unanimous roll call vote. (5-0)

REGULAR RESOLUTIONS

21. **Resolution No. 24-03 (Utilities Department)**

City Attorney Horowitz read "A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE AMENDMENT TO THE GRANT AGREEMENT NO. LPA0155 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE SW 49th STREET CULVERT REHABILITATION/REPLACEMENT, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR; AND PROVIDING AN EFFECTIVE DATE" by title.

Mayor Ross thanked Commissioner Katzman for his work on the additional appropriations.

Commissioner Katzman thanked Mayor Ross for his work on the additional appropriations.

MOTION: Commissioner Shrouder moved to approve Resolution 24-03. Mayor Ross seconded the motion which prevailed by a unanimous roll call vote. (5-0)

22. **Resolution 24-04 (Administration)**

City Attorney Horowitz read "A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, APPOINTING _____ TO SERVE AS THE CITY'S CODE ENFORCEMENT SPECIAL MAGISTRATE(S) PURSUANT TO SECTION 13-65 OF THE CITY'S CODE OF ORDINANCES; APPROVING THE TEMPLATE SPECIAL MAGISTRATE AGREEMENT ATTACHED HERETO AS EXHIBIT "A" AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE SAID AGREEMENT WITH THE INDIVIDUALS APPOINTED TO SERVE AS SPECIAL MAGISTRATE PURSUANT TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVRABILITY; AND PROVIDING FOR AN EFFECTIVE DATE" by title. – **Administration**

City Attorney Horowitz stated there are four applicants included in the backup who have submitted a resume in response to the city solicitation with regard to special magistrate services. There's a template agreement attached to the resolution. The names of any individuals the City sought to engage would be inserted into the resolution. Once the resolution is adopted that would also approve the form agreement with any magistrate selected by the Commission.

Commissioner Shrouder asked if they need to nominate a primary and secondary. City Attorney Horowitz said the code requires at least two.

Mayor Ross would like whoever is chosen as magistrates shall not themselves individually, their partners, their associates or law firm appear in front of the Commission in any shape, form or manner. He is not in favor of appointing Mr. Kleiman based on past experience and him discussing cases on social media.

Commissioner Katzman suggested selecting all the applicants and having the City Attorney and City Manager delegate assignments.

City Attorney Horowitz said many cities have a primary magistrate and a secondary magistrate, as we typically have had in Cooper City. Other cities have a rotation with two. He has not seen four in a rotation as four is a high number in the context of magistrates.

Commissioner Katzman said he is not suggesting a rotation he is suggesting approving all four applicants and having the City Attorney chose the lead magistrate.

Commissioner Shrouder asked for a friendly amendment to appoint Scott Kleiman as the primary magistrate and having City Attorney Horowitz select a secondary.

Mayor Ross asked to include in the motion that whoever is chosen as magistrate shall not themselves individually, partners, associates or law firm appear in front of the Commission in any shape, form or manner.

Commissioner Green asked if that language is listed in the special magistrate contract. City Attorney Horowitz answered no as the City has not historically had contracts with the special magistrates.

Commissioner Mallozzi asked how many individuals Commissioner Shrouder and Mayor Ross represent that are residents.

Mayor Ross asked that a friendly amendment be added to state no magistrate, whether it be the primary or alternates be permitted to appear before the Commission in any form.

The friendly amendment was not accepted by the maker of the motion Commissioner Shrouder.

MOTION: Commissioner Shrouder moved to approve Resolution 24-04 appointing Scott Kleiman as the primary magistrate and having City Attorney Horowitz select a secondary. Commissioner Mallozzi seconded the motion which prevailed by the following roll call vote. (4-1)

YES: Commissioners Mallozzi, Katzman, Shrouder and Green

NO: Mayor Ross

23. **Resolution 24-05 (Administration)**

City Attorney Horowitz read "A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, AMENDING THE RATES FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE IN THE CITY PURSUANT TO SECTION 8-22 OF THE CITY'S CODE OF ORDINANCES; PROVIDING FOR A DECREASE IN THE SOLID WASTE COLLECTION RATE, AS SET FORTH HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE" by title.

Commissioner Shrouder would like to go lower on the residential rate. While he understands staff intentions of building up reserves the monthly bills will rise with the new meters.

Commissioner Katzman would also support a lower rate. The current proposal will go from $36.05 to $33.05 which is a reduction of $3 dollars. He would support a decrease of $4 per month as this is a rare opportunity to help the residents.

Mayor Ross said being the Chair of the Solid Waste Authority and knowing the costs coming he supports the proposal on the agenda but is willing to meet in the middle.

Commissioner Mallozzi said she discussed a $5 deduction with staff but was told if it was reduced to $5 it would have to be increased next year. At $3 it will not be raised again until 2027. City Manager Eggleston said if the $3 reduction is done they could freeze the rate until October of 2027. If we went to $4 reduction he would recommend the frozen rates until October of 2026.

Commissioner Green agrees with Commissioner Mallozzi and Mayor Ross with the $3 savings to secure a freeze until October of 2027.

MOTION: Mayor Ross moved to approve Resolution 24-05 with no raises until October of 2027. Commissioner Mallozzi seconded the motion which prevailed by the following roll call vote. (4-1)

YES: Commissioners Mallozzi, Katzman, Green and Mayor Ross

NO: Commissioner Shrouder

ORDINANCES ON FIRST READING

24. **Ordinance 24-02 (Administration)**

City Attorney Horowitz read "AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING ORDINANCE NO. 2023-21, ADOPTED ON SEPTEMBER 26, 2023; PROVIDING FOR AN AMENDED BUDGET FOR FISCAL YEAR 2023-2024 FOR THE CITY, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE" by title.

City Manager Eggleston said staff and Witt O'Brien's is available to discuss the item. Sandra Urban and Britta Kellner from Witt O'Brien's explained the total ARPA allocation of $17,930,560 as well as the proposed $10 million in revenue replacement. Of the $10 million in revenue replacement almost $2.7 million has been previously expended with the remaining allocation proposed to be expended this fiscal year. Ms. Kellner said in January of 2022 the Commission approved $730,829 and adjustments are at $660,923. The current appropriation amount is $669.906. In January of 2022 the Commission approved $3,926,009 for revenue replacement with an adjustment of $16,141 leaving a current appropriation of $3,942,150. The proposed ARPA appropriations is $10,000.00. Infrastructure Water and Sewer had an original appropriation of $1,210,000 with no adjustments to report. The proposed appropriation is $1,118,754. Infrastructure Water and Sewer/ Clean Water had an original appropriation of $250,000 with a proposed of $1,048,431. Premium pay was approved at $50,000 with no changes and actuals at $46,500. Public Health Negative Economic Impact: Public Sector Capacity was approved at $ 3,030,000 with an adjustment of $373,207 and a current appropriation of $3,403,207. The proposed amount is $2,203,406. Public Health Negative Economic Impact: Public Sector Staff was approved at $95,000 with an adjustment of $337,500 with a current appropriation of $612,500 and a proposed of $2,784,418. Public Health Negative Economic Impact: Payroll and Benefits for Public Health, Public Safety, or Human Services Workers was approved at $62,200 with no adjustments and a proposed amount of $59,145. Projects that were expended and no longer proposed was approved at $8,739,851 with a current appropriation amount of $17,220,199. The total for originally approved appropriations was $18,948,889 with an adjustment of $1,728,690 and a current appropriation of $17,220,199 and a proposed of $17,930,560.

Commissioner Shrouder said he believes this an okay move budgetary but they have brought up multiple times the current situation involving the fire station and he would like to see a commitment to redo the fire station and other items. He would also like to pursue grants.

Commissioner Katzman agrees with Commissioner Shrouder and would like to pursue grants, updates to the fire station and other capital projects.

Commissioner Shrouder would also like to bring on a Capital Projects Coordinator position.

Commissioner Mallozzi agrees we need capital projects. We have the fire station that needs updated and traffic control devices that need installed. The turf at Flamingo West Park will soon need replaced. CFO Williams suggested assigning the fund balance so it does not fall into the general fund and can be assigned to future capital projects. He would also like to hire a Grant Manager to help extend the dollars. He also confirmed money is being set aside for the turf. City Manager Eggleston said capital projects are the focus as well as looking into grants to help extend the funding.

Commissioner Shrouder said they are taking $2 million from the City Hall and Pool and Tennis renovation so he would like to have the look at proposals for the Fire Station. City Manager Eggleston would like to move forward on the proposals after this item is approved.

MOTION: Commissioner Shrouder moved to approve Ordinance 24-02. Commissioner Katzman seconded the motion which prevailed by a unanimous roll call vote. (5-0)

ORDINANCES ON SECOND READING (Public Hearing)

25. **Ordinance 24-03 (Administration)**

City Attorney Horowitz read "AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES BY AMENDING CHAPTER 25, ENTITLED "DEVELOPMENT STANDARDS," AMENDING ARTICLE II ENTITLED, "SIGNS," BY SPECIFICALLY AMENDING SECTION 25-24, ENTITLED "TEMPORARY SIGNS;" ELIMINATING THE BOND REQUIREMENTS FOR TEMPORARY SIGNS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE" by title. – **Administration**

Commissioner Green opened the public hearing with no one wishing to speak. Commissioner Green closed the public hearing.

MOTION: Commissioner Shrouder moved to approve Ordinance 24-03. Commissioner Mallozzi seconded the motion which prevailed by a unanimous roll call vote. (5-0)

26. **Ordinance 24-04 (Administration)**

City Attorney Horowitz read "AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, REPEALING ORDINANCE NO. 22-22, ADOPTED ON JUNE 14, 2022, IN ITS ENTIRETY; DELETING SECTION 2-131 OF THE CITY'S CODE OF ORDINANCES; PROVIDING FOR THE ELIMINATION OF THE MENTAL HEALTH AND WELLNESS ADVISORY BOARD; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE" by title. – **Administration**

Commissioner Green opened the public hearing with no one wishing to speak. Commissioner Green closed the public hearing.

Commissioner Mallozzi asked about the monies for Narcan. City Manager Eggleston advised they suspended moving forward with the expenditure of funds.

MOTION: Commissioner Shrouder moved to approve Ordinance 24-04. Commissioner Mallozzi seconded the motion which prevailed by a unanimous roll call vote. (5-0)

CITY MANAGER REPORT

27. Budget Transfer Notification - BSO enhanced services

28. Budget Transfer Notification - PW Interim Director

City Manager Eggleston advised the budget transfers are related to BSO enhanced services and the Public Works Interim Director. He also advised a proposed amendment that will incorporate a solid waste fund portion of our budget will be brought to the Commission next month. He also thanked Josh Rhodes and the Parks and Recreation team as the WebTrac Online Registration is up and running. Communications Director Mike Cobelo has been working on opportunity's to enhance the website and the Evaluation Committee for the Parks and Recreation Master Plan has finalized their recommendation which will come before the Commission in April. Lastly, he thanked staff and the Commission for a wonderful Founders Day.

Commissioner Mallozzi spoke on the initiative Stroller Safe and would like the idea to be a part of the redesign of the parks.

CITY ATTORNEY REPORT

City Attorney Horowitz advised his Office is monitoring the latest legislative sessions that just concluded. The bill he previously mentioned eliminating the 25% surcharge that cities would charge to utility customers outside their borders failed. However, there was a bill that was adopted amending the short term rental statute. Our ordinance is still enforceable however, we do need to go back and revisit the ordinance in the context of the new bill. He does anticipate some changes to that ordinance coming before the Commission in the next couple of months.

POLICE CHIEF'S REPORT

29. Police Chief Report

Captain De Giovanni thanked Cooper City Elementary for their collection of stuffed animals that District 16 can hand out to kids in crisis. This week District 16 has been visiting local schools for Books and Badges. A DUI Checkpoint will be scheduled for Saturday, March 16, 2024 in the area of Sheridan and Palm Avenue. He thanked the Parking Enforcement Team for their assistance in helping enforce fire lane and handicap parking issues. On February 27th an alert was received from a LPR of a stolen vehicle entering the City. The offender was arrested. In the month of February there were 14 cases solved due to the Real Time Crime Center. Monterra has completed their integration with the Real Time Crime Center and they will be the first recipient of the STARS grant program. A Tip-a-Cop event will be held on March 19th at First Watch from 10:00 AM to 1:00 PM. The Shred-a-Thon and Operation Medicine Cabinet will held on Saturday March 23rd from 10:00 AM to 1:00 PM. A Crime Prevention Fraud Seminar was held in conjunction with Brightstar Credit Union. Lastly, he advised special patrols will be set up to assist the faith based communities in the City during the holiday season approaching.

Commissioner Mallozzi thanked Sergeant Mosca for his assistance with a resident. She also asked the next registration date for the Craft with a Cop event. She also recommended the Code Enforcement Officers having a presence at Founders Day in lieu of the COP's. She also spoke on cellphones being taken from bags at Flamingo West Park and asked if cameras can be installed where the stands are. City Manager Eggleston said he has spoken to Captain De Giovanni and they will follow up on the next steps.

FIRE CHIEF'S REPORT

30. Fire Chief's Report

Captain De Giovanni gave the Fire Chief's Report on behalf of Chief Harrington.

Captain De Giovanni advised the Cooper City rescue truck will start production in June 2024 with an anticipated completion date of September 2024. Chief Harrington also wanted to thank all who volunteered for Founders Day.

Commissioner Shrouder would like work on a code enforcement video to become more engaged with the community.

COMMISSIONERS' CONCERNS/REPORTS/ITEMS TO BE PLACED ON NEXT AGENDA

Commissioner Shrouder thanked Public Works and the Parks and Recreation Department for a wonderful Founders Day event. He would like to look into shade at the dog park. He would also like to send a letter to the City of Fort Lauderdale thanking them for lending the City an employee to assist us at no cost.

Commissioner Katzman thanked staff for a wonderful Founders Day and a great opening of the dog park. He also stated he is in support of two meetings per month or additional meetings if business needs handled in the City. He also spoke on the passing a Cooper City family in a plane crash and a moment of silence was observed.

Commissioner Mallozzi thanked staff for a wonderful Founders Day. She also spoke on capacity counting issues.

Commissioner Green thanked staff for a wonderful Founders Day and thanked Sheriff Tony for attending. He also reminded everyone of Relay for Life at the Cooper City High School on March 16th at 3:00 PM.

ADDITIONAL PUBLIC COMMENTS (3 MINUTES)

No additional comments.

ADJOURNMENT

The meeting adjourned at 10:56 PM.

The minutes of the Commission Meeting of March 12, 2024 were approved during the Regular City Commission Meeting of April 9, 2024.

Greg Ross, Mayor

Tedra Allen, City Clerk

ADA NOTICE

This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Office of the City Clerk, 954-434-4300 ext. 220, not later than two days prior to such proceeding. One or more members of the City of Cooper City Advisory Boards may be in attendance and may participate at the meeting. Anyone wishing to appeal any decision made by the Cooper City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Agenda items may be viewed online at www.coopercity.gov or at the Office of the City Clerk, City of Cooper City, 9090 SW 50 Place, Cooper City, Florida, 33328, 954-434-4300.

DECORUM

Members of the Commission, staff members, citizens, and others are required to use civil and appropriate language when addressing the Commission or anyone present at the meeting and must refrain from using profanity, cursing, or exhibiting aggressive or threatening behavior. All comments should generally be directed to the presiding officer and not to individual members of the Commission, staff, or the audience. No personal verbal attacks toward any individual by either the Commission, staff, citizens, or others shall be allowed during any meeting of the Commission.

Any persons making impertinent or slanderous remarks or personal attacks or who becomes boisterous while addressing the Commission or who otherwise violates the decorum rules set forth herein shall be barred from further audience before the Commission by the Mayor, or by request of any member of the Commission unless permission to continue or again address the Commission be granted by a majority vote of the Commission members present.

WEBVTT

1

00:00:00.240 --> 00:00:01.100

Very much.

2

00:00:04.280 --> 00:00:09.760

Cooper City Hall: Good evening, ladies and gentlemen. Good evening. Good evening. Good evening. Good evening.

3

00:00:11.500 --> 00:00:20.680

Cooper City Hall: It is now 6, 30, and we're going to start. Start the meeting on time. I will ask if everyone can stand so that we can recite the pledge of allegiance

4

00:00:23.610 --> 00:00:25.390

changes right?

5

00:00:38.030 --> 00:00:40.400

Cooper City Hall: Thank you, madam Clerk, may I have roll call, please.

6

00:00:42.500 --> 00:00:50.199

Cooper City Hall: Commissioner Malos, Commissioner Catsman, here, Commissioner Shrouder, Commissioner Green, Mayor Ross.

7

00:00:52.700 --> 00:01:18.470

Cooper City Hall: and I wanted to just let the for those that are here in the auditorium, and those that may be watching on our on one of our social media sites, Mayor Ross is attending virtually he is out of out of the State, I believe, representing this city. And so we wanted to just let everybody know that he is here. But he is here virtually Mayor. Can you hear us? I can. And I thank you. Yes, I'm at the National League of Cities. I appreciate that.

8

00:01:18.680 --> 00:01:23.390

Cooper City Hall: Thank you so much, and thank you so much for for representing the interest of Cooper City. There.

9

00:01:24.730 --> 00:01:29.069

Cooper City Hall: Mister Horowitz, may I ask you to read the decorum ordinance? Please

10

00:01:29.100 --> 00:01:47.830

Cooper City Hall: thank you, Commissioner Green, for the record. Mayor Commission. The city's decorum policy reads as follows, members of the Commission, staff, members, citizens, and others are required to use civil and appropriate language when addressing the Commission, or anyone present at the meeting, and must refrain from using profanity, cursing or exhibiting aggressive or threatening behavior.

11

00:01:47.950 --> 00:02:02.930

Cooper City Hall: All comments should be generally directed to the presiding officer and not to individual members of the Commission staff or the audience. No personal verbal attacks toward any individual by either the commission, staff, citizens, or others, shall be allowed during any meeting of the city commission.

12

00:02:03.310 --> 00:02:16.900

Cooper City Hall: any persons making impertinent or slanderous remarks or personal attacks, or who become boisterous while addressing the Commission, or who otherwise violate the decorum rules set forth herein, shall be barred from further audience before the Commission by the mayor.

13

00:02:17.240 --> 00:02:26.109

Cooper City Hall: or by request of any member of the Commission on permission to continue or again, address the Commission, be granted by a majority vote of the Commission members present. Thank you.

14

00:02:26.530 --> 00:02:32.349

Thank you, Mister Horowitz. Mister City Manager, are there any changes or emergency matters to the agenda?

15

00:02:32.390 --> 00:02:44.099

Cooper City Hall: Thank you, Commissioner Green. Just a couple of items. First of all, there had been a suggestion, if the Commission would see fit after item 4. Under proclamations and presentations.

16

00:02:44.280 --> 00:02:54.799

Cooper City Hall: to perhaps pause there and allow open public speaking for anyone who might want to comment on the item. First items, one through 4, and then we could pick back up with items 5 and 6,

17

00:02:55.190 --> 00:03:20.890

Cooper City Hall: and the the only other item, Commissioner. If we could, items 15 and 16 under consent. if we could actually, with the permission of the commission. Just allow those to be the first 2 items under regular agenda rather than starting our regular agenda items on 17. If we could begin those with item 15, and then go 16 and then on to 17. If that's okay, those are the only 2 changes

18

00:03:21.220 --> 00:03:23.300

Cooper City Hall: I there, I,

19

00:03:23.340 --> 00:03:32.700

Cooper City Hall: actually just had, as as it relates to some of the wording, and and also just had had some discussions on moving those down to the regular agenda.

20

00:03:33.190 --> 00:03:41.270

Cooper City Hall: Oh, so you want to take them off. Consent, put them on. That is correct. No, I actually, that's okay. Nope, that's okay. No problem at all.

21

00:03:42.200 --> 00:03:55.509

Cooper City Hall: Those are the only ones I had Commissioner Green. Okay, are there any while we're doing this? Are there any other items that the Commission that may be on consent, agenda, that we want to be moved up to the regular agenda. Yeah, I want to pull 10

22

00:03:55.580 --> 00:03:57.060

and 14.

23

00:03:58.860 --> 00:04:01.510

Yeah, pull it. I guess it's the same thing right?

24

00:04:03.370 --> 00:04:08.199

Cooper City Hall: This thing working. I can't answer 10 and 14.

25

00:04:10.900 --> 00:04:12.460

Cooper City Hall: Are there any other items?

26

00:04:14.230 --> 00:04:19.809

Cooper City Hall: Okay, thank you. I'm gonna ask for my colleagues to join me down at the podium for some recognitions.

27

00:04:33.570 --> 00:04:34.240

I think.

28

00:04:34.870 --> 00:04:35.840

Cooper City Hall: testing.

29

00:04:37.760 --> 00:04:38.710

Cooper City Hall: testing.

30

00:04:41.770 --> 00:04:42.730

Cooper City Hall: testing.

31

00:04:47.410 --> 00:04:48.620

Cooper City Hall: testing, testing.

32

00:04:53.920 --> 00:04:56.029

Cooper City Hall: Alright. There for a minute.

33

00:04:58.130 --> 00:05:00.080

Cooper City Hall: are we on? Yes.

34

00:05:02.520 --> 00:05:06.830

Cooper City Hall: and I must ask, do we have anyone hear from

35

00:05:09.370 --> 00:05:11.829

Cooper City Hall: the Broward County's Ancient Order of

36

00:05:12.590 --> 00:05:17.290

Cooper City Hall: Hibernians, Hibernians. How wonderful you would come on up here!

37

00:05:26.190 --> 00:05:27.889

Cooper City Hall: Very well, how are you concerned?

38

00:05:28.080 --> 00:05:41.649

Cooper City Hall: So, Mayor Ross, as I had mentioned earlier. He is in Washington, DC. He is here virtually. But this was a request that has come forth by the mayor. Acknowledging Irish American heritage month.

39

00:05:42.000 --> 00:05:45.490

Cooper City Hall: So doing. Irish American Heritage munch month.

40

00:05:45.780 --> 00:05:47.019

Cooper City Hall: I'm gonna get it right.

41

00:05:47.200 --> 00:06:01.269

Cooper City Hall: We honor our Irish ancestors, all those who carry on their legacies and the values they have always bound. Ireland and the United States together. Accepting the proclamation is Broward County's Ancient Order of Hibernians.

42

00:06:01.630 --> 00:06:08.909

Cooper City Hall: President, Mr. Robert Edward Wilson and Sir if you'll allow me to, I'd like to read this proclamation.

43

00:06:10.770 --> 00:06:16.340

Cooper City Hall: Alrighty. it says, whereas by night, by 1776,

44

00:06:16.450 --> 00:06:31.489

Cooper City Hall: nearly 300,000 Irish nationals had emigrated to the American colonies and played a crucial role in America's war for independence. and whereas the Irish first came to Spanish La Florida in the 15 hundreds.

45

00:06:31.560 --> 00:06:45.899

Cooper City Hall: first as missionaries, and mercenary soldiers, and then as planters, traders, businessmen, doctors, and administrators. And whereas was it Father Richard Arthur, an Irish born priest from Limerick.

46

00:06:46.830 --> 00:06:51.519

Cooper City Hall: who was appointed parish priest for Saint Augustine in 1597,

47

00:06:51.610 --> 00:06:57.100

Cooper City Hall: an ecclesiastical judge of La Flor Root. I'm gonna say, La Florot, Florida.

48

00:06:57.230 --> 00:07:01.990

Cooper City Hall: I wanna say it with a Latin. It's gonna come with the flavor

49

00:07:02.280 --> 00:07:11.370

Cooper City Hall: established the first public school in America and opened it to both boys and girls of all races, and whereas Andrew Jackson, whose family came from

50

00:07:11.630 --> 00:07:18.689

Cooper City Hall: country, Antrim served as Florida's military governor, following its acquisition by the United States.

51

00:07:18.750 --> 00:07:28.910

Cooper City Hall: and whereas Irish Americans, since America's inception, have provided and continued to provide leadership and service to this nation's political business and religious establishments.

52

00:07:29.040 --> 00:07:38.250

Cooper City Hall: and whereas it is fitting and proper to celebrate, celebrate the rich cultural heritage and many valuable contributions of Irish Americans.

53

00:07:38.390 --> 00:07:44.769

Cooper City Hall: Now, therefore, I not in instead, for Mayor Greg Ross.

54

00:07:44.870 --> 00:07:53.489

Cooper City Hall: of the city of Cooper City, Broward County, Florida, and the City Commission do hereby extend greetings and best wishes to all. Observing, March 20, fourth.

55

00:07:53.550 --> 00:07:58.129

Cooper City Hall: or March 2024 as Irish American heritage month.

56

00:07:58.560 --> 00:08:00.109

Cooper City Hall: Wanna present this to the end.

57

00:08:07.760 --> 00:08:14.540

Cooper City Hall: sir. Would you like to slip? Yes, sir, and I'll I'll try to keep this short, which is something uncommon for Irish.

58

00:08:14.920 --> 00:08:18.370

Cooper City Hall: So the Irish Americans that come here

59

00:08:18.470 --> 00:08:21.890

Cooper City Hall: are ingrained in our communities.

60

00:08:22.020 --> 00:08:30.359

Cooper City Hall: in our State, in our county we are proud to have been part of the country

61

00:08:33.830 --> 00:08:35.940

Cooper City Hall: and welcomed here into America.

62

00:08:36.090 --> 00:08:41.760

Cooper City Hall: I am an Irish American. I'm an American of Irish descent. My family is from Antrim

63

00:08:42.250 --> 00:08:43.530

Cooper City Hall: and Monaghan.

64

00:08:43.780 --> 00:08:50.280

Cooper City Hall: I still have family back there and in the old country, and it's very interesting to see how ingrained

65

00:08:50.800 --> 00:08:54.369

Cooper City Hall: our culture, American culture and Irish culture mix.

66

00:08:54.770 --> 00:09:03.930

Cooper City Hall: So I want to thank the city. I want to thank the mayor, the city council, and the members of the city for this proclamation. Thank you very much

67

00:09:15.750 --> 00:09:24.209

Cooper City Hall: Irish. We are all Irish.

68

00:09:35.380 --> 00:09:37.159

Cooper City Hall: Can you hear me test, assess.

69

00:09:39.300 --> 00:09:41.309

Mayor Ross: prosecute, can you? Yeah, I believe. Yeah.

70

00:09:42.610 --> 00:09:50.459

Cooper City Hall: I believe that we have some other. Proclamations! And Commissioner Katzmann is going to come and and deliver those proclamations. Commissioner Katzmann.

71

00:09:55.160 --> 00:09:58.889

Cooper City Hall: Good evening, everybody can I ask?

72

00:09:58.960 --> 00:10:03.159

Cooper City Hall: if you're here? Noam Kahana Noah Mullah.

73

00:10:03.230 --> 00:10:07.499

Cooper City Hall: Shlomo, Shamesh, and Johannan Nelson to come. Please stand with me.

74

00:10:10.880 --> 00:10:13.169

Cooper City Hall: I know some some of the folks are traveling

75

00:10:13.970 --> 00:10:15.069

slow. More head to.

76

00:10:15.530 --> 00:10:17.899

Cooper City Hall: Yes, thank you thank you for coming

77

00:10:19.120 --> 00:10:19.800

of.

78

00:10:25.250 --> 00:10:36.750

Cooper City Hall: So so these gentlemen along with Shlomo shames who's not here? He's in Israel right now. Have served Cooper city.

79

00:10:37.010 --> 00:10:43.510

Cooper City Hall: But more importantly, they've served and defended the Jewish people in the Israeli homeland.

80

00:10:43.550 --> 00:10:51.170

Cooper City Hall: These are folks who have served in the current conflict, and I'd like to present on behalf of the city a proclamation which I'll read.

81

00:10:51.630 --> 00:10:55.670

Cooper City Hall: We also have a couple of other folks who are going to be presenting something to you

82

00:10:55.750 --> 00:11:02.199

Cooper City Hall: in honor of your service and I'll read this, and then, if any of you would like to say something, we will invite you.

83

00:11:02.400 --> 00:11:12.159

Cooper City Hall: proclamation expressing support and gratitude to members of the Israeli armed forces from Cooper City, Florida, who have fought to defend Israel's right to exist.

84

00:11:12.340 --> 00:11:19.050

Cooper City Hall: whereas the State of Israel stands as a beacon of democracy, resilience, and unwavering commitment to peace in the Middle East.

85

00:11:19.280 --> 00:11:30.810

Cooper City Hall: and whereas the modern state of Israel was established in 1 48 on the ancestral Jewish homeland, and has served as a refuge for the Jewish people, following the heinous acts committed against Jews during the holocaust.

86

00:11:31.090 --> 00:11:35.049

Cooper City Hall: and whereas, beginning on October seventh, 2023

87

00:11:35.120 --> 00:11:47.559

Cooper City Hall: approximately 2,000 Hamas terrorists from the Gaza strip broke through the border fence and infiltrated Israel by land, sea, and air at several locations advancing toward Israeli communities and population centers.

88

00:11:48.080 --> 00:11:53.990

Cooper City Hall: and whereas Hamas, terrorists attacked the sovereign state of Israel. torturing.

89

00:11:54.540 --> 00:12:01.940

Cooper City Hall: hurting thousands of as innocent people, including Israelis, Americans, and other nationals, among whom were

90

00:12:02.500 --> 00:12:03.730

Cooper City Hall: young people.

91

00:12:04.010 --> 00:12:13.200

Cooper City Hall: elderly, while indiscriminately launching over 5,000 rockets at private homes, schools and hospitals, taking more than 240 people hostage.

92

00:12:13.860 --> 00:12:15.140

Cooper City Hall: And whereas

93

00:12:15.290 --> 00:12:20.530

Cooper City Hall: Hamas continues to hold hostages, attack Israelis and call for the deaths of Israelis.

94

00:12:20.540 --> 00:12:23.549

Cooper City Hall: Americans, Jews, and Christians around the world.

95

00:12:23.670 --> 00:12:45.449

Cooper City Hall: whereas the United States of America, the State of Florida, and the city of Cooper City, Florida, have formally recognized the right and obligation of the State of Israel to defend itself, and to exist as a sovereign nation, with the full rights and privileges afforded to all nations under international law, and whereas the city of Cooper City has a significant Jewish and Israeli population, many of whom have loved ones currently in harm's way.

96

00:12:45.690 --> 00:12:54.440

Cooper City Hall: and whereas residents of Cooper City, Florida, including Jocannon Nelson. have. This is Jochenans.

97

00:12:54.620 --> 00:13:00.739

Cooper City Hall: No, I'mola. Slow motion. Ash and Noam ka mo kahana

98

00:13:00.770 --> 00:13:04.540

Cooper City Hall: have served in the Israeli armed forces as part of operation.

99

00:13:04.560 --> 00:13:05.809

Cooper City Hall: swords of iron.

100

00:13:06.230 --> 00:13:23.410

Cooper City Hall: Now, therefore, I, Jeremy Katzman, on behalf of Greg Ross, mayor of City Cooper City, and the City Commission hereby recognize all 4 of you, free and present, and one in Israel for your courage, dedication, and sacrifices in safeguarding the sovereignty and wellbeing of the state of Israel.

101

00:13:24.610 --> 00:13:34.499

Cooper City Hall: Now, I'd like to invite, if you, if you, any of you, would like to say a couple of words. and I will give you your appropriate frames. Thank you very much.

102

00:13:52.230 --> 00:13:53.869

Cooper City Hall: But first of all, thank you.

103

00:13:53.980 --> 00:13:56.899

Cooper City Hall: We, I think, all deeply appreciate this.

104

00:13:57.210 --> 00:14:00.420

Cooper City Hall: On there, commissioners. families

105

00:14:00.820 --> 00:14:11.160

Cooper City Hall: I'll deal by, I think one of the examples I can say about here is the beauty of the community that has supported us and our families, and that's something that is

106

00:14:11.290 --> 00:14:24.130

Cooper City Hall: it's not obvious and was pretty unique. So thank you all, I just want to say one thing, and and the beautiful worlds that you put down that a lot of people do not understand, and I think that putting on my American hat.

107

00:14:24.420 --> 00:14:27.149

Cooper City Hall: I wish a lot of us would understand this.

108

00:14:27.200 --> 00:14:31.110

Cooper City Hall: We hear a lot about how we help and support Israel.

109

00:14:31.520 --> 00:14:33.089

Cooper City Hall: But I think a key

110

00:14:33.450 --> 00:14:39.990

Cooper City Hall: point here that many, many Americans do not understand is it's not a one way, relationship

111

00:14:40.030 --> 00:14:53.510

Cooper City Hall: what the United States was, what we, as Americans, gained by Israel getting so strong or being so strong, or being peasant in the Middle East. It's the actual safety and security of us Americans here in the United States. So I just

112

00:14:53.740 --> 00:15:01.050

Cooper City Hall: want you to think about that. I want you. I want to thank you for the respect of of being here. We appreciate it just as much and have a good day.

113

00:15:10.190 --> 00:15:20.399

Cooper City Hall: thank you. Everyone. Thank you for this recognition, which is also belong with our family. It was a family effort, of course.

114

00:15:20.680 --> 00:15:21.910

Cooper City Hall: and

115

00:15:22.320 --> 00:15:27.659

Cooper City Hall: for our strong community that prayed for us, supported our families

116

00:15:27.940 --> 00:15:30.959

Cooper City Hall: and showed a lot of resiliency.

117

00:15:31.680 --> 00:15:35.080

Cooper City Hall: I just wanted to add to what the Johann said.

118

00:15:35.290 --> 00:15:43.330

Cooper City Hall: but Israel had has has the obligation to protect itself. We don't have any other option, of course.

119

00:15:43.720 --> 00:15:50.049

Cooper City Hall: but by doing that Israel is protecting the same very values

120

00:15:50.160 --> 00:15:50.990

Cooper City Hall: that

121

00:15:51.810 --> 00:15:54.749

Cooper City Hall: put the strong alliance between Israel

122

00:15:55.000 --> 00:15:56.249

Cooper City Hall: and the Us.

123

00:15:56.740 --> 00:16:00.759

Cooper City Hall: And against this organized world terror.

124

00:16:01.610 --> 00:16:02.620

Cooper City Hall: It was

125

00:16:03.000 --> 00:16:07.250

Cooper City Hall: us in September 11, with Al Qaeda.

126

00:16:07.540 --> 00:16:13.300

Cooper City Hall: It was the whole world with Isis. It is Israel today, and if we don't keep

127

00:16:13.810 --> 00:16:15.740

Cooper City Hall: standing behind our words.

128

00:16:16.030 --> 00:16:19.119

Cooper City Hall: that this terror must be gone.

129

00:16:20.350 --> 00:16:24.030

Cooper City Hall: we will not have the right to exist. simple as that.

130

00:16:24.750 --> 00:16:27.680

Cooper City Hall: and we will not have the right to

131

00:16:27.750 --> 00:16:32.300

Cooper City Hall: stand behind these values. Liberty. I'll

132

00:16:34.520 --> 00:16:43.489

Cooper City Hall: every person. And this terror attack against Israel was the most terrible terror attack. Since the holocaust.

133

00:16:45.130 --> 00:16:47.070

Cooper City Hall: most antisemitic

134

00:16:47.210 --> 00:16:49.210

Cooper City Hall: attack since the holocaust.

135

00:16:50.330 --> 00:16:54.510

Cooper City Hall: We don't want to get back to that again ever again. Thank you.

136

00:17:00.120 --> 00:17:08.179

Cooper City Hall: Thank you. I just think it says a lot that we have, but people from who live in Cooper City who have defended this freedom

137

00:17:08.220 --> 00:17:21.659

Cooper City Hall: world away. I do want to acknowledge a few people in the audience, and then I'll bring a couple more people up I would like to recognize. We have Arnie Samlin from the Jewish Federation. Here is leor with you? Okay.

138

00:17:21.890 --> 00:17:25.229

Cooper City Hall: where's Lee? Oh, sorry, Leor. Oh, fear

139

00:17:25.260 --> 00:17:54.789

Cooper City Hall: not not sitting together, I noticed. We have. We've we've received kind words from many of the rabbis in the community, including Rabbi Penny, Rabbi Greenspan and Rabbi Dewoscin from Temple Beth. I met so I wanna recognize them who they couldn't be here tonight. I'd also like to event invite up a special dignitary as well on behalf of Congresswoman. Debbie Wass Tricia Hallison Mishler, who would like to present our soldiers with a

140

00:17:54.790 --> 00:17:57.050

Cooper City Hall: commemorative proclamation.

141

00:17:59.860 --> 00:18:00.580

Yes?

142

00:18:02.180 --> 00:18:03.879

Cooper City Hall: Well, short. Hello!

143

00:18:07.050 --> 00:18:17.490

Cooper City Hall: It's my pleasure to join you today on behalf of Congresswoman. Debbie Wasserman Schultz. Thank you to our first responders for your heroic efforts as emergency medical personnel.

144

00:18:17.720 --> 00:18:30.689

Cooper City Hall: You put your lives on the line every day, and I am grateful to you for your service, and for your commitment to be to for safety and the well-being of all who visit, live, and work in Broward County.

145

00:18:31.910 --> 00:18:37.450

Cooper City Hall: and if that wasn't enough, you selflessly volunteered yourself for the Emergency Volunteers project.

146

00:18:37.570 --> 00:18:46.059

Cooper City Hall: You left your homes to help those who lost theirs in the aftermath of the horrific. October seventh mass attacks in Israel.

147

00:18:46.200 --> 00:18:55.300

Cooper City Hall: You voluntarily walked into a war to aid innocent civilians comb through rubble, and bring hope to families searching for their loved ones.

148

00:18:55.580 --> 00:19:02.649

Cooper City Hall: and choosing this path of service, you put those in need first, and your own life and family second.

149

00:19:02.930 --> 00:19:19.259

Cooper City Hall: you all deserve to be honored here today and every day. So on behalf of Congresswoman Debbie Wasserman Schultz, it is my honor to present you each with these certificates of special Congressional recognition for your outstanding and invaluable service to the community

150

00:19:44.040 --> 00:19:58.020

Cooper City Hall: we're gonna take. We're gonna take a picture in a moment with everybody. The last, but not least. I th. This could not have been possible without Rabbi Shmuley Horowitz and I would like to invite you briefly to

151

00:19:58.350 --> 00:19:59.380

Cooper City Hall: just

152

00:19:59.400 --> 00:20:02.440

Cooper City Hall: talk about your connection to this organization, this room.

153

00:20:07.120 --> 00:20:21.510

Cooper City Hall: So I, too, wanna take a moment to honor the Idf. Soldiers and my good friends, Yacht Noam Noam and Shlomo, and we have near with us, also that we learned that he was also in Cooper City and joined the Idf.

154

00:20:21.910 --> 00:20:26.849

Cooper City Hall: We'll figure things out so near. How about? Come up, come up, come up near.

155

00:20:27.010 --> 00:20:27.860

Cooper City Hall: check it.

156

00:20:32.240 --> 00:20:35.849

Cooper City Hall: I must also mention what we witnessed here in Cooper City.

157

00:20:35.910 --> 00:20:39.770

Cooper City Hall: The sacrifice of the wives and children for months.

158

00:20:40.190 --> 00:20:45.190

Cooper City Hall: as they sent their husbands and fathers off. and harm's way.

159

00:20:45.470 --> 00:20:51.539

Cooper City Hall: So we definitely commend you and salute you. And this is what we. This is what we saw over here in Cooper City

160

00:20:51.680 --> 00:20:54.040

Cooper City Hall: and the amazing work of the community together.

161

00:20:54.270 --> 00:21:10.610

Cooper City Hall: Right after October 7. Most of the world stood with Israel. As time passes, many do not see things for what it is, and demand us to surrender to evil with all sorts of claims. The prophet Isaiah writes, Woe to those who say of the evil that it is good, and that good

162

00:21:10.750 --> 00:21:18.889

Cooper City Hall: is evil, who present darkness as light and light as darkness. Sometimes we have to come out and state the obvious.

163

00:21:19.000 --> 00:21:27.049

Cooper City Hall: So I want to commend Commissioner Katzmann and the rest of the wonderful commissioners of Cooper City for calling it out for what it is, and for standing with humanity.

164

00:21:27.120 --> 00:21:30.130

Cooper City Hall: even as others remain quiet or worse.

165

00:21:30.880 --> 00:21:33.720

Cooper City Hall: The Jewish holiday of Perm is in less than 2 weeks.

166

00:21:33.860 --> 00:21:56.899

Cooper City Hall: and as history repeats itself. I quote the song and praise, for not just one enemy has risen against us to destroy us, but in every generation they rise against us to destroy us, and God the Holy One, blessed be he saves us from their hands, and the story of Perm. Haman wanted annihilate all the Jews, and today we hear the same echoes chance in the streets, from the river to the sea.

167

00:21:57.240 --> 00:22:01.400

Cooper City Hall: Let us pray for history to repeats itself again with the outcome of Perm

168

00:22:01.530 --> 00:22:14.189

Cooper City Hall: for our soldiers, hostages. and all mankind to be freed and safe. as as as it is written in the Book of Esther. in the days when the Jews rested from their enemies, and the month that was reversed from them

169

00:22:14.390 --> 00:22:25.769

Cooper City Hall: from grief to joy, and from morning to a festive day, Liodimkaves, son Vika the ish. Lo! Maddly Fnehemkina Falpakdam Al Khalamim.

170

00:22:26.210 --> 00:22:34.610

Cooper City Hall: I just want to conclude that the Labavater Abbey would say in times like these, that while soldiers fight physically, we, we too, must contribute.

171

00:22:34.710 --> 00:22:37.110

Cooper City Hall: We can use our spiritual nomination.

172

00:22:37.160 --> 00:22:47.310

Cooper City Hall: ammunition by increasing acts of goodness and kindness, and making the world a better place. May God bless the land of Israel and the people of Israel, and may God bless the United States of America!

173

00:22:52.370 --> 00:23:01.729

Cooper City Hall: So I think II also forgot to acknowledge Pastor Paul Boland from the Pentecostal Church, who's also recently held a stand with Israel event

174

00:23:03.610 --> 00:23:13.629

Cooper City Hall: along with Pastor Mark Pattabah and the whole team over there. So I hope I got all the leaders in the audience. And I we're just gonna take a quick photo and then

175

00:23:13.710 --> 00:23:16.669

Cooper City Hall: move on with the the rest of the meeting. So thank you all for coming.

176

00:23:39.750 --> 00:23:42.359

Cooper City Hall: testing, testing, testing, testing.

177

00:23:42.580 --> 00:23:44.210

Cooper City Hall: Yeah, alright.

178

00:23:44.350 --> 00:23:45.760

it's not asking.

179

00:23:48.000 --> 00:23:51.409

Cooper City Hall: Yeah. Wives and children

180

00:23:52.610 --> 00:23:53.290

done.

181

00:23:54.470 --> 00:23:55.150

Cooper City Hall: Hello.

182

00:23:59.040 --> 00:24:00.180

Cooper City Hall: Kelly ball.

183

00:24:01.490 --> 00:24:02.300

Oh, no.

184

00:24:21.490 --> 00:24:22.599

so much if you

185

00:24:25.490 --> 00:24:26.579

Cooper City Hall: and we can.

186

00:24:32.360 --> 00:24:33.620

Someone else.

187

00:24:57.280 --> 00:24:58.550

Cooper City Hall: Oh, thank you

188

00:24:58.720 --> 00:24:59.460

for coming.

189

00:25:04.980 --> 00:25:06.219

Cooper City Hall: really. Yeah.

190

00:25:06.290 --> 00:25:07.560

They slow down.

191

00:25:29.590 --> 00:25:38.420

Cooper City Hall: So if I can have Andrew Gross and John Simpson and Chief. I know you're back there.

192

00:25:51.320 --> 00:25:54.350

Cooper City Hall: Might as well get up here, and Stanford

193

00:25:54.510 --> 00:26:05.500

Cooper City Hall: with these incredible men. So first I would like to say that these 2 gentlemen are part of our Citizen Observer Patrol, whom I believe that

194

00:26:05.670 --> 00:26:10.080

Cooper City Hall: Commissioner Schroeder is also a member of, but we'll let him stay back there.

195

00:26:11.480 --> 00:26:31.570

Cooper City Hall: I know that while we are recognizing the 2 of them, there are many members of this organization, and there are many acts that people have done that deserve recognition that just we just have not noticed. I found out about this and wanted to bring it to light.

196

00:26:31.570 --> 00:26:52.669

Cooper City Hall: So if there are any other acts that are out there that people would like to let us know about, I would love to acknowledge it up here, because I think that when people volunteer their time and they're doing it for the safety of our residents, that all the good things that they do should be acknowledged. So with that being said

197

00:26:53.120 --> 00:27:04.779

Cooper City Hall: while on patrol near the Cascada Isles community, our sops, Gross and Simpson encountered a domestic battery incident

198

00:27:04.780 --> 00:27:31.520

Cooper City Hall: unfolding on the side of the roadway in a commendable display of situational awareness. They immediately communicated the urgency of the situation through a clear and concise code. 3 request via radio dispatch. This swift and effective call for resources played a crucial role in facilitating a prompt response from additional units, showcasing their ability to manage high pressure situations

199

00:27:31.610 --> 00:27:33.140

Cooper City Hall: with precision.

200

00:27:33.410 --> 00:28:02.940

Cooper City Hall: and because of that they avoided a more serious situation. They helped our residents, and I thought that they should be recognized. So the certificate reads in recognition of your tireless efforts, commitment to public service and countless volunteer hours. Your selflessness is a testament to

your dedication to the residents in our community, and one goes to get camera ready. Mr. Andrew Gross

201

00:28:07.100 --> 00:28:10.410

Cooper City Hall: on the second. and one goes to

202

00:28:11.570 --> 00:28:14.350

Cooper City Hall: Mr. John Simpson

203

00:28:17.670 --> 00:28:27.130

Cooper City Hall: and photos with all my awesome commission members. Can we let me do another one? Because I actually, that's been again that picture.

204

00:28:31.110 --> 00:28:36.639

Cooper City Hall: And with. And you guys have to stand on either side of Ryan. Since he's a cop as well.

205

00:28:45.930 --> 00:28:48.030

Cooper City Hall: and 1, 2, 3,

206

00:28:55.310 --> 00:28:58.529

Cooper City Hall: I appreciate it. Thank you very much.

207

00:29:00.300 --> 00:29:02.230

Cooper City Hall: Thank you very much.

208

00:29:02.400 --> 00:29:03.070

John.

209

00:29:03.910 --> 00:29:08.120

Cooper City Hall: Thank you. Resurrection.

210

00:29:09.510 --> 00:29:10.619

Now I have

211

00:29:13.760 --> 00:29:16.809

Cooper City Hall: following here. We're going to do, pet, adopt.

212

00:29:18.900 --> 00:29:20.630

Cooper City Hall: We have my pet up there.

213

00:29:23.370 --> 00:29:28.730

Cooper City Hall: Oh, go back up. I'm gonna go back up and do, pet, they change their minds. It's okay. Art.

214

00:29:36.610 --> 00:29:38.440

a great umbrella

215

00:29:39.870 --> 00:29:43.410

Cooper City Hall: Jonathan Green Green is on, I guess.

216

00:29:45.840 --> 00:29:48.290

Cooper City Hall: Look at that pretty face.

217

00:29:51.210 --> 00:29:58.640

Cooper City Hall: Beautiful Dixie! Can you hear me apparently not. Can you hear me now? Yes, thank you.

218

00:29:58.730 --> 00:30:16.219

Cooper City Hall: beautiful Dixie. We'd love to go home with you. Dixie was adopted as a little pup, and now at 11 months old, and unfortunately her owners are no longer able to keep her. This gal grew up to be a big girl and tips the scale at 82 pounds. She's big boned, don't judge.

219

00:30:16.340 --> 00:30:25.639

Cooper City Hall: Dixie needs a family who will spend time with her. She is very, very sweet, and loves to play sadly. She spent most of her previous time in a crate.

220

00:30:25.670 --> 00:30:45.549

Cooper City Hall: so a home with a yard for her to run and play would be ideal. Dixie is good with kids ages 6 and up, and she is great with other dogs. She just has not lived with felions before durable toys would be best for Dixie to keep her occupied. Do you have room in your heart and home for Dixie?

221

00:30:45.590 --> 00:30:50.770

Cooper City Hall: If you do, please go to the Humane Society. Www dotoomain

222

00:30:50.870 --> 00:31:03.600

Cooper City Hall: broward.com. And also, while I have you. Commissioner Green gave me the approval to let you know that 2 weeks ago Cooper City High School had a basketball fundraiser

223

00:31:03.630 --> 00:31:08.960

Cooper City Hall: for James and Lindsay Lair Charity Foundation for scholarships.

224

00:31:09.220 --> 00:31:19.239

Cooper City Hall: and they fell several $100 short. At this point we're at $450 we need to come up with. So if anyone would like to make a donation.

225

00:31:19.330 --> 00:31:23.689

Cooper City Hall: you can go to the high school, or you can leave a check.

226

00:31:24.170 --> 00:31:31.839

Cooper City Hall: and it can just make it out to Cooper City, Cchs. Cooper City High School and put in the Memo lair Scholarship.

227

00:31:31.880 --> 00:31:40.100

Cooper City Hall: and we need $450 to make the scholarships happen the sooner the better. No pressure. Thank you very much for your time.

228

00:31:41.250 --> 00:31:53.840

Cooper City Hall: Thank you, Commissioner Morlose, and I know that we have 2 additional presentations. But we're gonna I'm gonna pause right here and allow for the public speaking. We have 2 individuals that wanted to speak

229

00:31:53.840 --> 00:32:12.890

Cooper City Hall: this evening, and so I'm going to allow them to go first, because the the next. 2 presentations may require some length of time. And so we wanna make sure that we get our residents out here so that they can get back and doing what they have to do at home. So the first individual I'm Gonna call up is Mr. Karl Roseendorf.

230

00:32:19.620 --> 00:32:22.679

Cooper City Hall: Good evening, Mayor. Good evening, Commissioners.

231

00:32:22.690 --> 00:32:25.350

Cooper City Hall: City manager, Captain Giovanni.

232

00:32:25.600 --> 00:32:33.490

Cooper City Hall: Thank you for the opportunity to speak on behalf of the Rock Creek Board of Directors. As regarding agenda item, traffic study.

233

00:32:34.720 --> 00:32:52.479

Cooper City Hall: The Board has a keen interest in considering back some of this language, came right out of the study. The board has a keen interest in considering traffic calming options that reduce the severity and frequency of accidents, and enhance safety for pedestrians, cyclists, and all road users.

234

00:32:52.570 --> 00:33:07.190

Cooper City Hall: We notate that locations within Rock Creek on the Stone Bridge Parkway Loop made the final list to be considered for traffic calming improvements. We ask that additionally, the sections of Stone Bridge, between Southeast Lake Boulevard

235

00:33:07.350 --> 00:33:11.720

Cooper City Hall: and South Lake Beep. South Lake Boulevard be added to the list.

236

00:33:12.340 --> 00:33:17.039

Cooper City Hall: Thank you very much to everyone for all you do for Cooper City.

237

00:33:17.280 --> 00:33:21.629

Cooper City Hall: Thank you very much, and have a good evening. Thank you, Mr. Rosenberg.

238

00:33:22.760 --> 00:33:24.389

Cooper City Hall: Miss Carmen Mirror.

239

00:33:31.130 --> 00:33:35.819

Cooper City Hall: Good evening, Mayor Commissioners. city Staff City Manager.

240

00:33:36.020 --> 00:33:46.270

Cooper City Hall: My name is Carmen Muir. I'm a 45 year resident, and tonight I come before the Commission to thank each and every one of you for providing the community with the exclusive event.

241

00:33:46.830 --> 00:34:09.420

Cooper City Hall: Jason Cordova and the exclusive team were fabulous at engaging the participants. Some of the feedback that we received in the sport and in the social media has been overwhelming. They were just what a fun night. What a great event! And many that were not able to attend that night have asked, are we going to do this again? When can we do this again.

242

00:34:09.489 --> 00:34:18.509

Cooper City Hall: It was such a great engaging community engagement for especially beginners. This wasn't a tournament. It was a fun play night.

243

00:34:18.580 --> 00:34:29.529

Cooper City Hall: and it was an event surely to be duplicated by many other cities and venues they've asked about it. They want to know how we got it. And so the question then becomes is, when are we doing this again?

244

00:34:29.600 --> 00:34:34.560

Cooper City Hall: So that was really a true community engagement. And I really want to thank each and every one of you

245

00:34:34.969 --> 00:34:53.110

Cooper City Hall: on our local front founders. Day again. What a huge success! Thank you. To all that. Put the hard work for putting that together, and our Cooper city picklers joined in on the Wild Wild West Vest Fund, and the children have for the past 2 years really enjoyed the pickleball pop-ups that we've done, and as much as we did

246

00:34:53.139 --> 00:34:58.689

Cooper City Hall: those water cannons and the soakers. I'm not sure we love them that much, but we're going to get more creative on those

247

00:34:58.890 --> 00:35:27.029

Cooper City Hall: and lastly, I can't leave without talking about business and my call to action, which has been for the past several years, and that is just looking at the growth of pickleball and looking forward to understanding what the urban or the planners as we put together the comprehensive recreational Master plan for our parks, and, as you all know, the call to action has always been, we need more courts, and I know there's plans out there, and I know we're gonna get them. And it's just gonna be a matter of being patient with it and working together to achieve this during the next year or so.

248

00:35:27.290 --> 00:35:56.210

Cooper City Hall: So that said, for those of you that don't know. On March nineteenth, through the 20 fourth, the Ap. P. The Association of Professional and Players Association for U.S.A. For pickleball will be at Miami Beach Convention Center, and you will. If you're an enthusiast, you can go down there and really check out how pickleball is played at that level indoors in the convention center. So thank you for your attention. Thank you for your constant response to our needs and our request, and I'll say how I always end. Paddle up and pickle on. Thank you.

249

00:35:56.280 --> 00:35:57.499

Cooper City Hall: Thank you, Miss Mayor.

250

00:36:00.260 --> 00:36:04.560

Cooper City Hall: Madam clerk, do we have anyone on virtual that would like to

251

00:36:04.980 --> 00:36:07.119

Cooper City Hall: Speak. Okay, thank you very much.

252

00:36:07.250 --> 00:36:19.720

Cooper City Hall: And now we have the next presentation. It's our Cooper City wide traffic study. So I'm going to turn this over to Mister Igleston and Mister Eagleston. You can introduce the individuals that are stepping forward.

253

00:36:20.250 --> 00:36:31.010

Cooper City Hall: Absolutely. Yeah, thank you, Commissioner Green. It's our pleasure this evening to welcome the Cordino group, and I believe we have 2 members of their team there, and we'll we'll start with Mr. Eric.

254

00:36:31.880 --> 00:36:32.740

Cooper City Hall: Hi.

255

00:36:33.110 --> 00:36:36.630

Cooper City Hall: good evening. Mayor, City Commissioners.

256

00:36:36.670 --> 00:36:43.110

Cooper City Hall: city manager Eric Traneski, with the corridino group director of traffic engineering, and Diana

257

00:36:43.330 --> 00:36:55.359

Cooper City Hall: White is here as well. See Engineer Record worked on the study with with the city and for Cordino Group I'm here to present. Come back to you guys.

258

00:36:55.450 --> 00:36:58.149

Cooper City Hall: So an additional time to

259

00:36:58.220 --> 00:37:10.610

Cooper City Hall: provide you guys with final update with the traffic study. We took the comments we received from you at the last meeting, made some adjustments to the report.

260

00:37:10.660 --> 00:37:22.149

Cooper City Hall: and also included. Now. A opinion, a probable cost, a planning level estimate for each of the projects.

261

00:37:22.200 --> 00:37:28.900

Cooper City Hall: In addition. there were 51 quarter segments. We looked at just kind of summarize within the city that we

262

00:37:28.940 --> 00:37:33.059

Cooper City Hall: evaluate the speed and volume and safety at

263

00:37:33.250 --> 00:37:37.810

Cooper City Hall: to determine where those safe our safety issues are

264

00:37:37.910 --> 00:37:47.010

Cooper City Hall: on the city's road network. We came up with 14 quarter segments that had a higher than expected travel speed

265

00:37:47.140 --> 00:37:53.049

Cooper City Hall: outlined from the standards we look at spanning uniform traffic control devices and

266

00:37:53.200 --> 00:37:57.170

Cooper City Hall: your very own city Cooper City code of ordinances.

267

00:37:58.180 --> 00:38:05.819

Cooper City Hall: These these segments were ranked by calculated crashes, by the amount of speed that you were over the post speed limit

268

00:38:05.880 --> 00:38:08.120

Cooper City Hall: like the quarter and 80 T,

269

00:38:09.490 --> 00:38:21.549

Cooper City Hall: we'll jump right in. Those 14 include these are the top 5 again, you'll see that there's eightieth, fifth percentile speed that doesn't

270

00:38:21.700 --> 00:38:34.089

Cooper City Hall: decrease from there. There's like, I said. There was a number of variables, including number of crashes, crash, rate, speed, but these are the ones that are ranked, one through one through 14,

271

00:38:34.110 --> 00:38:37.189

Cooper City Hall: and then the approximate costs in the outside column.

272

00:38:37.240 --> 00:38:45.559

Cooper City Hall: The recommended improvement. In the sec. Second column as well it's included. Highest red was the highest ranked

273

00:38:45.910 --> 00:38:49.029

Cooper City Hall: between Sterling Road and Southwest 50 Fifth Street

274

00:38:49.090 --> 00:38:58.650

Cooper City Hall: recommended speed humps along that facility. In addition number 2 was 40 Ninth Street, between Ninetieth Avenue and 80 Eighth Street there was.

275

00:38:58.840 --> 00:39:02.480

Cooper City Hall: And let me let me just stop here real quick. The all these

276

00:39:02.610 --> 00:39:24.829

Cooper City Hall: 14 locations had a speed limit, our 80 fifth percentile speed that were between 6 and 15 miles per hour over the speed limit. So anything over 4. And I think I may have mentioned this in the last presentation. Is anything over 4 miles per hour over that post is speed limit is is a is, there needs to be some action taken. Usually the first action would be

277

00:39:24.870 --> 00:39:29.129

Cooper City Hall: monitoring with speed enforcement

278

00:39:29.170 --> 00:39:39.539

Cooper City Hall: then, as you build up beyond that 6, 8, 10, and more than that, over the speed limit, you need to implement traffic calming devices or different improvements.

279

00:39:40.370 --> 00:39:41.820

Cooper City Hall: So going on with

280

00:39:42.880 --> 00:39:52.970

Cooper City Hall: 50 First Street from 90 s Terrace to Ninetieth Avenue, or recommended speed table with Mark Crosswalk that one had the miles per hour, 7 miles per hour over the post speed limit.

281

00:39:53.770 --> 00:40:04.000

Cooper City Hall: Fifty-second Street, between 90 Fourth Street and 90 Fifth Avenue. That we're recommending speed humps and that grade texture, pavement intersection.

282

00:40:04.050 --> 00:40:09.249

Cooper City Hall: That had a speed 80 fifth percentile speed over of 9 miles per hour over.

283

00:40:09.340 --> 00:40:14.990

Cooper City Hall: and then one Thirteenth Avenue from Sterling Road to 50 Fifth Street. At the Fifth ranks.

284

00:40:16.270 --> 00:40:26.959

Cooper City Hall: Continuing on, we had a southwest, one Eighteenth Avenue from 40 Ninth Street to 50 s street we had proposed speed humps,

285

00:40:27.000 --> 00:40:31.870

Cooper City Hall: Or a speed table through the intersection and the other speed hop at a different location.

286

00:40:31.880 --> 00:40:33.230

Cooper City Hall: That was

287

00:40:33.300 --> 00:40:39.489

Cooper City Hall: 9 miles per hour over the speed limit. Then Stone Bridge Parkway, from West Lake Boulevard to Northeast Lake Boulevard.

288

00:40:39.550 --> 00:40:50.010

Cooper City Hall: We had 3 items of improvements to do tackle. That speed is 10 miles per hour over the post speed limit, on on different sections of Stone Bridge, Parkway

289

00:40:50.150 --> 00:40:59.380

Cooper City Hall: and then 10 Sixth Avenue from Stirling Road to Griffin Road. We're looking at a around about at 10 Sixth Avenue and 50 First Street.

290

00:41:00.470 --> 00:41:03.800

Cooper City Hall: also looking at potential texture pavement, and another

291

00:41:04.280 --> 00:41:22.299

Cooper City Hall: intersection at 10. Sixth Avenue and 49 Place and 50 Seventh Place, and then some lane narrowing. That's that's a little bigger of a project. But there's some interesting elements on that roadway facility with the canal on the west side and other roadway elements that will have to be looked at. It's a little bit of a higher cost as well.

292

00:41:22.730 --> 00:41:24.350

Cooper City Hall: Then we'll go over the

293

00:41:24.380 --> 00:41:34.220

Cooper City Hall: overall cip that we've prepared, and look at what years we've we've I out outlined these on continuing on

294

00:41:34.670 --> 00:41:46.429

Cooper City Hall: 40 Ninth Street from Flamingo Road to one Eighteenth Avenue. We're looking at a speed hump a speed table to the intersection at 40 Ninth Street and 1 20 s Avenue to slow that speed. That was 12 miles per hour of the post to speed. Limit

295

00:41:46.710 --> 00:41:52.770

Cooper City Hall: one Eighteenth Avenue from Griffin to 40 Ninth Street, Mini roundabout plus some A/C grade texture pavement

296

00:41:52.780 --> 00:42:06.210

Cooper City Hall: at 2 locations along one Eighteenth Avenue. As you could see, you're starting to get those. That was 8 miles per hour still well over the post speed limit but the next 2, and then now down to 6 1 20 s Avenue.

297

00:42:06.530 --> 00:42:08.760

Cooper City Hall: 40 Ninth Street to 50 Fifth Street.

298

00:42:08.870 --> 00:42:12.060

Cooper City Hall: We're looking at some Macgrid texture pavement.

299

00:42:12.220 --> 00:42:19.100

Cooper City Hall: Yeah. So another section of Stonebridge Parkway. northeast Lake Boulevard to Southeast Lake Boulevard. We're proposing a speed hump.

300

00:42:21.190 --> 00:42:39.850

Cooper City Hall: Thirteenth was 50 s Street from Ninetieth Avenue to southwest 88 Terrace proposing a speed, hump along there and then. 80 Seventh Avenue from 50 50 first court to Griffon Road. We're looking at another speed hump speed table through that intersection. That was, that was 8 miles per hour over.

301

00:42:40.200 --> 00:42:46.229

Cooper City Hall: And what's being passed out here is what you see, and you see on the screen as well. We came up with sort of a

302

00:42:46.490 --> 00:42:54.310

Cooper City Hall: 5 year. proposed Cip to implement some of these improvements over a period of time.

303

00:42:54.510 --> 00:43:08.639

Cooper City Hall: One thing I will tell you is that some of these are lower costs. Some of them are higher cost. And we've mentioned in the past. There are a number of programs that are out there. Including the briar, municipal capital projects, surtax projects

304

00:43:08.720 --> 00:43:22.230

Cooper City Hall: that have specific criteria related to traffic calming improvements that you can apply for. And when you have a study. I don't have a copy of the study that's back in my backpack, but when you have a study that you can hold up and show to them.

305

00:43:22.240 --> 00:43:48.249

Cooper City Hall: Along with a cip program, you start getting points and you start getting points. You start getting projects that are ranked high. They look at that, that you spent the time and money to to evaluate this on a comprehensive level citywide. And so what I would tell you is that, plus a cip. What I would say is a draft cip program here obviously projects to be shuffled around. Will be very helpful in that process.

306

00:43:49.340 --> 00:44:01.549

Cooper City Hall: Last thing before we get into more details, and we can have a conversation about this list, the rankings. the cost estimates, and sort of the Cip program. I just wanted to take a moment and tell

307

00:44:01.600 --> 00:44:18.330

Cooper City Hall: you that your staff has been great to work with. We've really enjoyed working with Tim plumbing Captain view of Ani Carlos Vega, City manager's office on this project, and it's been a pleasure, and we've gotten great communication, great feedback.

308

00:44:18.340 --> 00:44:35.719

Cooper City Hall: And we just I wanted to pass that along to you, and thank you for the opportunity to to prepare the study. So, Ryan, do we wanna kind of go through a little bit more detail on the on the cip program, back and forth a little bit, sir. Certainly, Eric and Commission, if that's okay, I know you know one of the the takeaways. I think we had

309

00:44:35.720 --> 00:44:49.970

Cooper City Hall: heard loud and clear from you all when Eric and his team were in to present the draft report was, that's you know it's wonderful. We want to look at the data. But we also want to be able to have an action plan where we can get moving on things, and and try and get things done.

310

00:44:50.220 --> 00:45:03.379

Cooper City Hall: And so, thanks to Eric and Diane for their help and and staff, as well, trying to look at and put together a a plan, obviously. And I think the general hope would be that obviously the 2024 projects we could

311

00:45:03.380 --> 00:45:25.429

Cooper City Hall: go ahead and tackle this fiscal budget year we'd obviously have to bring back a budget transfer for Commission's approval, but that we could get going right away on projects, and then, obviously, kind of looking at a multiyear project, then those additional projects would be captured as part of our overall regular budget process this summer as well.

312

00:45:25.750 --> 00:45:29.079

And so, as Eric said, this is really just a draft.

313

00:45:29.250 --> 00:45:42.260

Cooper City Hall: Eric. Maybe you could just touch on kind of how that ranking in the proposed 5 Year Plan kind of what that ranking means and how that ties back to some of the data you just went over for the Commission's sake.

314

00:45:42.280 --> 00:45:45.519

Cooper City Hall: Yeah. So I think that obviously,

315

00:45:45.540 --> 00:45:47.580

Cooper City Hall: the projects that are

316

00:45:48.010 --> 00:46:00.150

Cooper City Hall: have the highest speed over the post speed and the highest ranking or the highest safety issue. We want to try to address right away any any of these locations have speeding issues and their safety concerns, so

317

00:46:00.390 --> 00:46:10.760

Cooper City Hall: we can shuffle projects along from here there. But I think what we we've looked at is, there are some projects out that I got mentioned somewhat in my presentation. Number 810, Sixth Avenue.

318

00:46:10.760 --> 00:46:34.990

Cooper City Hall: Sterling Griffin, you know, there's a number of items that have to be done from a planning, you know. Further plan. Stay, I mean concept design similar to. And I am. That's not really on this. But when you put in a roundabout you gotta do a traffic operational analysis, you gotta work with the agencies that approved traffic control devices and around about as traffic control device. So those projects have been put out in the outer years, and

319

00:46:35.060 --> 00:46:42.469

Cooper City Hall: projects that are a little bit higher cost like 10 sixth avenues, 6, 87, 8, 50 in a cost.

320

00:46:42.600 --> 00:46:52.769

Cooper City Hall: You could potentially submit that in a grant. And so the program I mentioned the Mc Pre program. Usually those projects when they do get selected is 5 years out.

321

00:46:53.050 --> 00:47:17.290

Cooper City Hall: So we're already, you know, some of them, even though they would say, get ranked. And they're, you know, 5 years from now it'd be 2029. I know that that submittal was just on March eighth. So that was last in the last week. But if that project was selected on that cycle, then you're looking at 2029. Sometimes projects get moved up a year or 2 in advance because of some of the safety issues, or whatever might be. So that's that was the kind of the theory on on laying out

322

00:47:17.300 --> 00:47:30.630

Cooper City Hall: some of these projects in certain years, as Ryan had mentioned as well some that can be just done as loading fruit as mentioned, that can be done a little quicker. So again, projects are ranked, one through 14

323

00:47:31.300 --> 00:47:40.689

Cooper City Hall: they can be installed and and and and programmed and and budgeted the budget process as you as the Council, see, a Commission sees fit.

324

00:47:40.780 --> 00:47:44.909

Cooper City Hall: This was just a certain first draft that we've we've been prepared for, you guys

325

00:47:44.980 --> 00:48:00.100

Cooper City Hall: for for discussion. Thank you, Mr. Eric. I'm gonna ask if there are any questions from our commission. I'm going to begin with Mayor Ross, and sees Virtual Mayor Ross. Do you have any questions of Mr. Eric or Miss Diane? Not at this time, thank you.

326

00:48:00.160 --> 00:48:03.730

Cooper City Hall: Okay, Commissioner? Shrouder. Yes.

327

00:48:04.000 --> 00:48:06.250

Cooper City Hall: The at grade

328

00:48:07.620 --> 00:48:14.739

Cooper City Hall: level texture pavement. Can you kinda just explain, like what that is as opposed to a speed table?

329

00:48:25.750 --> 00:48:37.149

Cooper City Hall: I'm looking at one of the Pdfs, like page 61 of the. I think that's so. Basically, Diana Y Cardinal Group engineer record traffic study.

330

00:48:37.240 --> 00:48:51.999

Cooper City Hall: So basically add gray texture pavement creates a different environment while you're driving through pure asphalt. Then you have these concrete asphalt. Then you have this division a different color. And here is a clear

331

00:48:52.410 --> 00:49:21.590

Cooper City Hall: picture. This is a roundabout that's in the studio for Lauderdale, but it's just to kind of give you an idea. There's some other cities. They utilize papers, but this in particular, is called texture payment, and this one is that great. So this will be a great example for you to guys to go by. It is approved by. And is, it isn't the Qpl. For fdot. So it's a it's not something that we're trying to get approve or anything. There's already specifications for this, you know, I guess.

332

00:49:21.900 --> 00:49:25.250

Cooper City Hall: I think sometimes speed bumps

333

00:49:25.450 --> 00:49:26.330

Cooper City Hall: our.

334

00:49:26.600 --> 00:49:42.620

Cooper City Hall: not the most aesthetically pleasing. So I'm trying to like figure out the happy medium between. And so what? What's like the difference between that and the speed table? Or what's but this one is that gray? So you don't have that difference

335

00:49:42.680 --> 00:49:50.670

Cooper City Hall: when you're driving. The only thing that you see will be that difference in color and in texture. Does it work just as effectively?

336

00:49:50.750 --> 00:50:02.380

Cooper City Hall: It's not as effective. However, it does create a different environment when you're driving. So this being humped because it's so aggressive, and I don't want to call it aggressive, but it just has that deflection from

337

00:50:02.450 --> 00:50:21.400

Cooper City Hall: it. It warns drivers to, hey, you know. Why do you gotta slow down. It creates a little bit of a discomfort when you know we're talking about fire emergency services and emergency responders. But it's one of the most effective and quicker to design, quicker to get approved, quicker to install.

338

00:50:21.720 --> 00:50:25.959

Cooper City Hall: So it's that happy medium that you're talking about. It depends on the

339

00:50:26.260 --> 00:50:38.120

Cooper City Hall: needs of the corridor. So this is something that was taken to consideration. After a few reviews, our studies, our review of the crash data, and everything else that we took into consideration for this traffic study.

340

00:50:38.220 --> 00:50:53.549

Cooper City Hall: I mean, I guess the speed bumps from home. So obviously the cheapest. So in certain areas like the one area you have marked. I think it's the high priority is hiatus north of Sterling. That's like along Walgreens, or something like that

341

00:50:53.930 --> 00:51:02.460

Cooper City Hall: number one.

342

00:51:02.930 --> 00:51:04.850

Cooper City Hall: Okay, like, let's

343

00:51:06.540 --> 00:51:25.560

Cooper City Hall: yeah, it's from Sterling to southwest Fifty-fifth along Walgreens. So for there like to me, speed bumper is more okay, because it's not like right. And you know. But some of these areas like, I'm Rock Creek. I don't want to put speed bums. I would like to put something, you know, that's traversed a lot more than that road.

344

00:51:25.820 --> 00:51:30.480

Cooper City Hall: then, that you know, that's kind of like a side road. It goes up along to where the

345

00:51:31.550 --> 00:51:54.450

Cooper City Hall: storage facility is. So I wanna make sure for tonight. I wanna make sure that we go in the order. So after Commissioner shrouder Commissioner Catsman has anything, and then, and then you, Commissioner Lois, thank you. So, Commissioner, shrouder if I may, real quick to build off what Diana mentioned is that

346

00:51:54.450 --> 00:52:13.579

Cooper City Hall: with the textured pavement. It's not the same as the rumble strips. Obviously, that's a lot more disruptive. But you do have a textured pavement. You go across this material. You're gonna know that you're gonna slow down a little bit. It's it's it's one element of the tool traffic calming toolbox. It's not the end. All. But this is one recommendation cause. We are cont

347

00:52:13.640 --> 00:52:24.800

Cooper City Hall: sensitive to the context of where we're placing these. If it's residential or primary residential. that's where we're evaluating when we're making these decisions and the speed tables raised. Yeah.

348

00:52:25.490 --> 00:52:36.839

Cooper City Hall: yeah, speed tables arrays. And that's for like an intersection. Or it could be anywhere it could be on a stretcher segment speed tables. Sometimes it's different uses, right? So speed tables can be combined with

349

00:52:36.970 --> 00:52:47.160

Cooper City Hall: crosswalks. I've seen that like universities where you have a crosswalk on some of the main thoroughfares. You can do instead of just having a a crosswalk with some. The pedestrian signs

350

00:52:47.160 --> 00:53:11.349

Cooper City Hall: you do a speed table right? And then then individuals can walk across to safer environment for them. So you can put a speed table there. You could do a speed, I call it raised intersection. But it's sort of a speed table to an intersection. You ramp up, go through, and then go back down. So there again. That's another. That's another another traffic calming improvement in the toolbox.

351

00:53:11.610 --> 00:53:13.300

Cooper City Hall: There's not a thing out there.

352

00:53:13.650 --> 00:53:19.650

Cooper City Hall: We had samples that we have behind our slides, but so the texture paving

353

00:53:19.850 --> 00:53:32.549

Cooper City Hall: that they're talking about. You've seen it. It's actually on southwest ranches side on Flamingo, Flamingo and Griffin the crosswalk. But it's no longer there now, because we they just paved that area

354

00:53:43.770 --> 00:53:46.389

Cooper City Hall: and see how we like them. Whole thing was for yeah.

355

00:53:46.730 --> 00:53:55.520

Cooper City Hall: and see what we like. And I don't want to go super cheap. But I also want to buy, you know, so certain areas like the Rock Creek, I don't want to put speed bumps, you know.

356

00:53:55.540 --> 00:53:56.920

Cooper City Hall: I'd rather put something

357

00:53:57.920 --> 00:54:26.769

Cooper City Hall: if there's some quarters where you have more than one recommendation. But if you can tell, or if you have a follow up study that actually says you know what? Instead of use adding all 3 recommendations with one, we were able to get to lower speeds. Then there's no need for the other ones. So this is like a menu. This is the recommendation, for you know. The city to take into

consideration along the quarters there were short quarters, so we only had one recommendation. They were longer quarters, such as

358

00:54:27.060 --> 00:54:32.589

Cooper City Hall: 106. So we had multiple in there also depend on the speed limit and

359

00:54:32.610 --> 00:54:35.910

Cooper City Hall: and other like Eric mentioned context. Sensitive

360

00:54:36.280 --> 00:54:45.359

Cooper City Hall: geometrics like, you know, certain intersections. You may not. It'll put a mini round about in because you don't have it right away, whatever it might be. So you look at a raised intersection, or you look at texture payment

361

00:54:45.370 --> 00:54:54.699

Cooper City Hall: and still try to trust the speeds. It's it's. you know. Better to try to make some some advancement towards slowing traffic down.

362

00:54:54.760 --> 00:54:59.390

Cooper City Hall: With a with a certain traffic calling device. Thank you, Sir Commissioner Katzmann.

363

00:55:00.670 --> 00:55:05.760

Cooper City Hall: Thank you, Commissioner Green. few questions.

364

00:55:06.170 --> 00:55:09.780

Cooper City Hall: So when you prioritize, I know you use speed.

365

00:55:09.800 --> 00:55:23.090

Cooper City Hall: Did you also account for traffic incidents like crashes. So so the priority number one hypothetically, would be the combination of the highest speeds and the most

366

00:55:23.270 --> 00:55:42.760

Cooper City Hall: so it's a combination between the Adt. Which is the average daily traffic, so as much as postured as you have the amount of miles per hour over the speed limit, and in addition to the crashes for the quarter segment, it was evaluated. So if we have a shorter

367

00:55:42.810 --> 00:55:54.900

Cooper City Hall: quarter that only had one or 2, probably score to the lower section, unless we had a really high miles per hour. Yeah, cause I was kind of surprised that the number one

368

00:55:55.650 --> 00:55:57.419

Cooper City Hall: priority is an area that

369

00:55:57.750 --> 00:56:14.970

Cooper City Hall: most people like he. I didn't even know I had to look it up on the map, you know. to see where it was that it north of Walgreens? So that that section there gets a lot of traffic because a lot of people think hiatus road goes all the way through to Griffin.

370

00:56:15.010 --> 00:56:22.030

Cooper City Hall: So once they get down to the end, and then around I come back right alright.

371

00:56:25.520 --> 00:56:33.900

Cooper City Hall: the roundabout proposal on 106. How did you? Because it seems like this is the only one that has a roundabout on our list. How did that

372

00:56:35.290 --> 00:56:44.840

Cooper City Hall: decision? How was that decision made where, you know it was the only one. Well, let me let me start, and I'll pass it on to Diana. But certainly, when you have

373

00:56:45.580 --> 00:56:58.090

Cooper City Hall: limited right away. And you have an intersection where you've got community on the other side, let's say another access point, and you look at a way where you can do traffic

374

00:56:58.150 --> 00:57:02.170

Cooper City Hall: control and traffic calming. So in this instance.

375

00:57:02.260 --> 00:57:05.970

Cooper City Hall: because of, I mean, a number of variety of issues.

376

00:57:06.150 --> 00:57:32.720

Cooper City Hall: The roundabout was, or the Mini roundabout was chosen in order to, you know, address that that issue. Certainly we have to do. I mean, there's geometrics there. There's right away

issues. There's there's a number of more advanced analysis as you done. But we looked at the the radius of the roundabout can go up or down based on certain standards. So we can try to right size it for that facility. But we also take into consideration of

377

00:57:32.810 --> 00:57:36.589

Cooper City Hall: those that are coming in and out of the neighborhood. And is it gonna disrupt?

378

00:57:36.640 --> 00:57:53.240

Cooper City Hall: Travel, flow, traffic flow, and things of that manner. So again, that has to be looked into further, we've we've, we've, you know, noted that in the study as well as it's just, you know, part of the process we want in. In order to put that in on a facility like that you have to get with Brian traffic engineering division on a traffic.

379

00:57:53.520 --> 00:57:56.799

Cooper City Hall: Yeah, and told my my concern there, would. You know.

380

00:57:57.080 --> 00:58:04.680

Cooper City Hall: II take the advice of the experts I'm not trying to dictate. I guess. My, I have a couple of comments and questions related to that is

381

00:58:04.740 --> 00:58:12.610

Cooper City Hall: how people would get travel while that's being constructed, because there's no other option for some of them

382

00:58:12.700 --> 00:58:23.269

Cooper City Hall: number one, and then number 2 would be what would be the second. like, let's just say around about is not possible there, what would you recommend as the

383

00:58:23.900 --> 00:58:24.880

Cooper City Hall: highest.

384

00:58:26.000 --> 00:58:27.830

Cooper City Hall: the safest option? Number 2?

385

00:58:28.390 --> 00:58:41.490

Cooper City Hall: We have to speak to it. Yeah. First for the record. There's another Mini round about. Onsite was 1 18, so 106 was not the only run about the

386

00:58:41.840 --> 00:59:02.389

Cooper City Hall: recommended. So for 106 as far as construction goes, you know, we go through a maintenance of traffic plan, so you probably will close one lane, and then you have some sort of lagglers going in. And now, while the construction during Am. And Pm. Peak hours, so that's one of the things that could be done. Of course you know you have your arrow boards, that.

387

00:59:02.460 --> 00:59:14.279

Cooper City Hall: and signs that will alert residents around the area that construction is going on another. That's of course, if it is, gets approved and goes through the proper channels with our county traffic

388

00:59:14.310 --> 00:59:23.339

Cooper City Hall: engineer, division. Another thing that we could do. We could also do an agrite texture pavement there. We could also do

389

00:59:23.970 --> 00:59:25.890

Cooper City Hall: think there were some

390

00:59:28.210 --> 00:59:41.419

Cooper City Hall: I don't wanna cause I didn't really mention another one but it would be the aggray texture payment, or we could do this speed home through the intersection. But in a really really not so

391

00:59:41.850 --> 00:59:47.310

Cooper City Hall: inclined. And there's a picture that I have in my presentation.

392

00:59:47.400 --> 00:59:49.320

Cooper City Hall: And it's also Andy

393

00:59:49.990 --> 00:59:51.190

Cooper City Hall: report.

394

00:59:51.610 --> 01:00:17.370

Cooper City Hall: This is kind of like a speed home, forward, slash race intersection when you don't have the curvin gutter and decide. So we don't have to do drainage improvements that much any works on quarters that have higher daily traffic like that was 106 so that will be another thing that we could consider. And the it's not as abrupt as a speed hump.

395

01:00:17.390 --> 01:00:27.790

Cooper City Hall: But you do have that different reflection going up and down. So this is. It's been preferable with older cities within Broward County as well as fire rescue.

396

01:00:28.480 --> 01:00:39.200

Cooper City Hall: One thing, if I may just build off of that is that we certainly realize there's a canal on the one side. You want to ramp somebody up and have them, you know, dukes of hazard into a canal. So we're very much aware of

397

01:00:39.310 --> 01:01:01.249

Cooper City Hall: those things again. We have to do an additional. We have to do the operational analysis. We got a couple of things. So if we would consider a raised intersection through that, we we gotta take into account a lot of things, including the canal and the right of way and other issues, the other elements of the geometrics of that road intersection. So.

398

01:01:01.310 --> 01:01:07.360

Cooper City Hall: Okay, thank you. One more question. The you mentioned applying for the sort tax

399

01:01:07.450 --> 01:01:19.529

Cooper City Hall: can you? And I don't know if you have the answers to that or not. But is it possible to apply for more than more than one like as a package deal, or is it every single element

400

01:01:19.620 --> 01:01:23.529

Cooper City Hall: we can do. A number of them packaged together.

401

01:01:23.660 --> 01:01:48.799

Cooper City Hall: they like to see, you know, like a an area wide traffic homing Improvement project. I've seen those before put together, so it doesn't have to be just one when you get a bigger project. Like like on 106. You could put that just by itself, but certainly you could cobble together a number of the either a speed tables or some of the other texture pavements. Some of the other locations into. It's maybe one package. But

402

01:01:50.100 --> 01:02:11.309

Cooper City Hall: and one thing about the search text, and that they tend to rank higher. If you're connecting to transit facilities. Or if you're connected to like a Mayor employment center and 106 kinda like the big connector for the whole city from north and South, and I believe Tim mentioned that there is a Bar County transit right on Jordan.

403

01:02:12.010 --> 01:02:13.720

Cooper City Hall: So it will. It was

404

01:02:13.780 --> 01:02:20.800

Cooper City Hall: something that we thought it will be a great candidate for the search text. Eric and I have been submitted projects for the past

405

01:02:20.860 --> 01:02:23.219

Cooper City Hall: by 6 years in cert techs, and

406

01:02:23.240 --> 01:02:29.989

Cooper City Hall: we could definitely spot something that's a good candidate. I will get rank higher, and he's not gonna be thrown to the bottom of the list.

407

01:02:30.540 --> 01:02:50.249

Cooper City Hall: We appreciate that. And yeah, I'd like to just to sum it up. But do you want to wait for us to summarize? No, I didn't mean that. I just meant like. So I just wanted to say that I think we should make

408

01:02:50.350 --> 01:03:02.830

Cooper City Hall: take some action on this. II definitely would like to hear the recommendation, you know, feedback from the manager, from our police chief, from our public works. As well and just. But I'd like to

409

01:03:03.220 --> 01:03:10.869

Cooper City Hall: test out some different options. See what works and probably go with the ones that are the higher priority based on the the data.

410

01:03:11.350 --> 01:03:14.610

Cooper City Hall: Thank you. Thank you. Commissioner Cassman, Commissioner Malos.

411

01:03:14.790 --> 01:03:27.409

Cooper City Hall: Well, I understand that you gave us the different scenarios, and that you picked what you thought as an engineer would be the best traffic calming device for

412

01:03:27.650 --> 01:03:33.689

Cooper City Hall: the different scenarios that these streets presented to you.

413

01:03:33.870 --> 01:03:37.770

Cooper City Hall: and I'm not going to question that. And I appreciate your

414

01:03:38.060 --> 01:03:39.750

Cooper City Hall: knowledge.

415

01:03:39.850 --> 01:03:51.570

Cooper City Hall: But my question really is, 2 things. So instead of the the grade at grade texture pavement, which I've never been a fan of. That's just me personally.

416

01:03:52.910 --> 01:03:57.500

Cooper City Hall: and I know that Commissioner Shroud is not a fan of the speed hump.

417

01:03:58.750 --> 01:04:14.380

Cooper City Hall: I believe it is the race speed table at the intersection, and that would be more like down off of Seventeenth Street, where it's the whole entire intersection, where it's just maybe that big. But it's just one big.

418

01:04:15.330 --> 01:04:16.500

Cooper City Hall: So

419

01:04:16.980 --> 01:04:25.130

Cooper City Hall: that's less wear and tear on police cars, fire trucks, etc. But

420

01:04:25.360 --> 01:04:27.470

Cooper City Hall: I was more concerned with

421

01:04:28.480 --> 01:04:34.040

Cooper City Hall: I don't understand why something like that is $100,000,

422

01:04:35.550 --> 01:04:40.670

Cooper City Hall: and I understand the price of materials. but

423

01:04:40.990 --> 01:04:48.320

Cooper City Hall: it just to me it didn't seem like the cost and the sizes of our intersections

424

01:04:48.330 --> 01:04:55.619

Cooper City Hall: that that was adding up properly. And then, in reference to going along those lines.

425

01:04:55.900 --> 01:05:07.970

Cooper City Hall: permitting designing and mobilization of that, I didn't understand how $30,000, just to use to go along that same path

426

01:05:07.990 --> 01:05:11.520

Cooper City Hall: that would equate to $30,000 for that.

427

01:05:11.550 --> 01:05:21.939

Cooper City Hall: because the design of something like that really is is standard. So I didn't understand how we were going to equate that price for that. So can you

428

01:05:22.150 --> 01:05:26.749

Cooper City Hall: to be like 1,500 bucks? No, not that. But can you

429

01:05:27.030 --> 01:05:29.120

Cooper City Hall: give me more on that, Eric, or

430

01:05:29.140 --> 01:05:47.520

Cooper City Hall: I didn't know which one they was going to handle, design of the race intersection, because just to me, those prices on the design and permitting and mobilization. They seemed like they were higher than they should be.

431

01:05:47.530 --> 01:06:11.350

Cooper City Hall: This includes this was a very high level. We didn't come out to pay item, numbers or quantities per se. This is something that we have provided before in the past. Yes, it could be cheaper than I actually had a discussion with Tim when we were talking about the speed humps as if you go with the standard speed home. There's a speed home. That is brow account already has the detail would you need is

432

01:06:11.350 --> 01:06:33.959

Cooper City Hall: probably an aerial and an engineer that will sign and seal it. But these are things that would still need to be considered. Do we need to have a survey that we need to have a survey to go out there? So this is, gonna add into the cost. So the 30% that we added to the construction cost is very conservative. Yes, sure, if we gonna move forward with putting an application that we get into the details of

433

01:06:34.020 --> 01:06:39.899

Cooper City Hall: standard quantities and prices per cost that have been approved in Broward County in Miami Day.

434

01:06:40.320 --> 01:07:04.639

Cooper City Hall: and let me build real quick off that so? And the other thing to consider, too, is what these grant programs. What they don't want to see is you come back later and say, ask for more, ask for more, and that the estimate was too low, or then that's an issue. Because then things were programmed for a certain amount of money. So again, planning level estimate. And then, you know, take, for example, another project, you know. When you do.

435

01:07:04.660 --> 01:07:13.149

Cooper City Hall: let's say we start looking at the roundabout on Highest road, and Mc Lakes, you know we did the concept plans.

436

01:07:13.280 --> 01:07:43.149

Cooper City Hall: They're at Rock Creek, and we came up with 30% estimate. Well, when we lay out the the roundabout, and we're actually putting on aerial plan sheet, and you got dimensions, and you can do some of the estimating come up with poly lines and come up with actual quantities. We're able to come up with a certain, a a better estimate than you would just from planning level estimates. So here we are with 0%, which is have a study right planning level. Then you go to 30, right? You get a estimate. That estimate then gets more refined as you do the survey.

437

01:07:43.280 --> 01:08:07.669

Cooper City Hall: You do the geotechnical. You do all these other services, then you're at 90%, and that estimate starts getting narrowed in it could be either going up or could we go down a little bit based on how the design gets laid out. So right now, when we just have a blank slate, we don't have concept drawings where we've come up with actual pen to paper with field measurements, exact information. We have to go with this planning level estimate

438

01:08:08.280 --> 01:08:36.340

Cooper City Hall: for these types of traffic. But then there should also be a lot of play in like when you're talking about. You're like the roundabouts he's like you've got a mini roundabout for. And again, I'm not gonna nickel. And don't you, because I know there's a lot of play besides seeing round and blood flush. I've seen roundabouts that are in neighborhoods that are 4 feet wide, and you're like, Oh, my gosh, yeah. Neighborhood traffic circles, terminology, right and well, but still, I mean, you know, and then I've seen them where they are. You know

439

01:08:36.340 --> 01:08:41.310

Cooper City Hall: the size of a house. So depending on, you know, there's

440

01:08:41.380 --> 01:08:42.779

Cooper City Hall: depending on

441

01:08:43.020 --> 01:08:50.990

Cooper City Hall: where, where you're putting them, what you're investing in them, whether you're using them as a statement piece or etc. So I mean.

442

01:08:51.229 --> 01:09:14.609

Cooper City Hall: and what you would do inside that circle right? If you can do trees or you're gonna do a lot of shrubs, or you can do a lot a a sign or feature lighting all of that right? So there's there's a lot of play, no matter what. So I'm thinking that we can. There's a lot of play all throughout. And now we can also potentially

443

01:09:15.000 --> 01:09:27.540

Cooper City Hall: can I use? Can I apply any of this. I believe I could do the Npo as well localized initiative programs. Another one that you could look at. There's the

444

01:09:27.689 --> 01:09:53.840

Cooper City Hall: prior kind of recently got awarded something called the Safe streets. For all. It's one of the new programs grant programs. They got a 5 million dollar study to evaluate where they could do improvements. So when Greg Stewart, the Npo. Embark on that study which I think is starting now, they're gonna come up with a X number of improvements throughout the county to do safe streets for all. So certainly you have a study that we've done a master plan. Now we could come back to them and say, Okay, listen. We got 106, or we have

445

01:09:53.840 --> 01:10:20.110

Cooper City Hall: I just wrote wherever these these locations, and and get funding for certain improvements, because we already have everything, and we're already. That'll give us the extra points to move us up in. The ranking, said we have the connectivity, which is what the Npo. Is always looking for. So we could add that now, granted, I know that we're that'll put us out years, but

446

01:10:21.430 --> 01:10:28.250

Cooper City Hall: depending on you, could we give, we add more of that money towards the back projects.

447

01:10:29.160 --> 01:10:39.140

Cooper City Hall: then we can potentially then fund more of the front projects, because we know we're getting money towards the back projects, so we can manipulate or not manipulate. But we can.

448

01:10:39.370 --> 01:10:40.350

Cooper City Hall: you know.

449

01:10:41.150 --> 01:11:03.590

Cooper City Hall: Shuffle, you can shuffle those 14 around, and I know when we met with Tim and Ryan, we were talking with the manager's office. We were adjusting certain projects here. There are ones that may have been easier to do. And so we were shuffling around that this these 14 in the 5 years. So any of these could be shuffled, you know, left right when you're up one year back, right. But if we could get one of each that way we see.

450

01:11:03.680 --> 01:11:09.700

Cooper City Hall: and that we, because the whole part of this. The whole point of this was. is this going to work

451

01:11:10.100 --> 01:11:20.909

Cooper City Hall: and to see? Okay, we're gonna put traffic calming devices here. This is going to in theory, and hopefully, you know, practicality. Slow people down.

452

01:11:21.570 --> 01:11:31.619

Cooper City Hall: help enhance our residents. Quality of life. and then this is a win win. And then we can expand it fully with grants and whatnot.

453

01:11:31.810 --> 01:11:36.310

Cooper City Hall: And so then, but we need to get hopefully, maybe other than

454

01:11:36.340 --> 01:11:58.829

Cooper City Hall: I really do hate the the texture. But if you think that'll work, I mean, I'll try anything. I'll try one of everything. But if we could get all of them, and then my last question. Thank you for your patience. The gentleman from Rock Creek. He had mentioned 2 other intersections, and I know that we we started with a bunch

455

01:11:59.150 --> 01:12:18.539

Cooper City Hall: and several of the bunch did not meet the criteria that we had presented. My question to you was the 2 that were mentioned? Were they tested, and did they excuse me? Were they tested, and did they not meet the criteria, or were they not tested in our initial study?

456

01:12:18.870 --> 01:12:33.559

Cooper City Hall: Do you recall they were all tested. They were tested. So they were tested and did not meet the initial study. Correct? Okay. But there were 2 sections of that stone bridge that qualified here. So we initially tested for.

457

01:12:33.680 --> 01:12:40.299

Cooper City Hall: and only 2 out of the 4 made it to the fourteenth. Okay, so we we start with what we have

458

01:12:40.740 --> 01:12:59.810

Cooper City Hall: and then branch out after we start. After with all of the ones that are gonna cost us an arm and a leg. We have to find money for that met the criteria, and then, after that, we'll work on everything else. And what I would tell you is you mentioned a good point. You know these these projects would be installed. Do you do a pilot project?

459

01:12:59.810 --> 01:13:11.709

Cooper City Hall: You could do what I call it before and after. Obviously we have the before, right after after you put it in. But did that that 8 miles per hour go down to 2 or 3? Is it working that type of thing

460

01:13:11.850 --> 01:13:22.129

Cooper City Hall: you put in a traffic traffic on the device, you wouldn't expect it to go up right? So those are the types of things you can do in order to evaluate like. This first swath, right? You mentioned Dual one of each

461

01:13:22.340 --> 01:13:29.039

Cooper City Hall: picking these projects, do them install them, and see how the results are in the field, and it might even affect

462

01:13:29.530 --> 01:13:33.579

Cooper City Hall: the other locations. Right? Thank you. No, I know I'm just

463

01:13:34.050 --> 01:13:58.290

Cooper City Hall: thank you. And I've heard that I've heard all of the the comments made by the commission. All very well. Good points, excellent points. I think the consensus, Mr. Eggleston, that you're hearing the theme that you're hearing from the Commission is that we want to make sure that, based on the recommendations of this study, that we want to move forward in terms of people seeing action, the residents seeing some action.

464

01:13:58.370 --> 01:14:12.989

Cooper City Hall: The only question that I have of the of Youtube is this, in your experience with dealing with other communities where you have provided these types of studies.

465

01:14:13.210 --> 01:14:15.830

Cooper City Hall: My first question is.

466

01:14:16.010 --> 01:14:21.340

Cooper City Hall: did they based on your your studies?

467

01:14:21.350 --> 01:14:23.590

Cooper City Hall: Did they implement

468

01:14:23.710 --> 01:14:27.630

Cooper City Hall: any of those recommendations number one.

469

01:14:27.780 --> 01:14:38.860

Cooper City Hall: And then, if so, if the Commission said, Okay, as a group, this is what we want to do. We want to do to Commissioner Melosi's point. We want to do several of them to see if they work.

470

01:14:38.990 --> 01:14:43.430

Cooper City Hall: Did they do it? How long did it take in terms of start to finish

471

01:14:43.550 --> 01:14:57.339

Cooper City Hall: of that project. And then, was it reevaluated on the back end to say, Okay, based on us implementing this traffic calming device in these particular areas. This is the outcome.

472

01:14:57.680 --> 01:15:08.359

Cooper City Hall: Yeah, let me let me speak to that. So the town of surf side. I'll give that as an example. Residential community, obviously a a throughput between some cities along the the water

473

01:15:08.420 --> 01:15:11.619

Cooper City Hall: to cut through North-south, along M. And A.

474

01:15:11.680 --> 01:15:26.190

Cooper City Hall: They have a community residential community west of State Road, a one a Harding avenue which is southbound, obviously Collins and northbound. But that area west we the study, was done 2012. I didn't offer that first study in 2012, but I had been involved with it since 2015. Till now

475

01:15:26.230 --> 01:15:31.040

Cooper City Hall: Dinah has been as well. We've seen those projects

476

01:15:31.440 --> 01:15:48.540

Cooper City Hall: round roundabouts chokers, diverters, closures, speed humps. All get imp implemented. And sometimes, yeah, I'd say 8, 70, 89% are probably still in. There are. Some have been taken out right. They put them in, tried it out, didn't like it.

477

01:15:48.540 --> 01:16:08.570

Cooper City Hall: Obviously, Miami County is a big part of that. If you put any devices in, you have to go through them. I just finished up the actual update to the 2012 study. It's 2022. I know it's 24 now, but there's a list of projects now that they're applying forward to get implemented. Had numerous safe streets workshops with them, and it's been a very collaborative effort. They're applying for grants.

478

01:16:08.570 --> 01:16:37.620

Cooper City Hall: As well. So improve safety. There was a different element of that community just because there was a area wide speed limit that was looked at to be evaluated lower 20 miles per hour instead of 25, so that they don't have sidewalks along the residential streets because they don't have the room. So a lot of people are walking within the streets. But again, just to give you an example. It's not exact, obviously same situation as Cooper City, but that is one that we've seen very much through something like this over a long period of time.

479

01:16:37.680 --> 01:16:46.379

Cooper City Hall: and also, if I may add, 10 or Davey Nova drive, there's a run about a Nova drive, and every Third Avenue we conducted to study

480

01:16:46.600 --> 01:17:12.280

Cooper City Hall: for that quarter. In addition to the runabout, it was already installed. I think it's been up for about a year and a half, probably 2 years. There was in necessity, for in a study afterwards, just because of how effective to run about is so, in addition to that run about installation, we also recommended narrowing their lean lines. So instead of 12, you have your regular 11, and sometimes you have your 10 and a half.

481

01:17:12.280 --> 01:17:32.000

Cooper City Hall: so that it said, it kind of gives you an enclosure, and he reduces the speed. So there was when we asked the town manager at the time if he would like to have a study just to kind of proof. He said that there was no need that everybody was very happy with their results. Okay. So prior to the roundabout actually being installed

482

01:17:32.510 --> 01:17:36.849

Cooper City Hall: when you took it to the Commission. The conversation that we're having tonight.

483

01:17:37.020 --> 01:17:51.590

Cooper City Hall: the Commission giving direction to the city manager to. Okay, let's move forward. I'd like to know what? That, what that time period looked like. Was it a year? Was it 2 years? Was it 3? Here's what I here's what. What I'm getting at.

484

01:17:51.600 --> 01:17:58.330

Cooper City Hall: This. We have been talking to our residents for at least the 14 years that I've been up here

485

01:17:58.540 --> 01:18:18.320

Cooper City Hall: about traffic calming about speed humps about traffic calming devices, right? This has been a continuous conversation that we're having. And so I think our residents will not think I know that our residents are at the point of okay. Show me something.

486

01:18:18.640 --> 01:18:22.310

Cooper City Hall: So that's where I hear the I hear the commission.

487

01:18:22.320 --> 01:18:35.259

Cooper City Hall: But I'm sensitive to our residents. They wanna see something move forward. They wanna see something that's going to hopefully reduce the speeding throughout the city

488

01:18:36.080 --> 01:18:49.830

Cooper City Hall: for the Nova Roundabout. It was a corridor study as well, and an entire quarter, so something similar to what we're proposing on sat with 106 we completed is set in 2,000 18.

489

01:18:50.200 --> 01:18:59.600

Cooper City Hall: We had a few presentations with the Hs. Because we had 2 h ways on both sides of the road we went, and we permitted to run about

490

01:18:59.700 --> 01:19:10.900

Cooper City Hall: first with Broward County Traffic, engineer, Division, then the town apply for a grant. So that took little longer. Eddie was finally bill in 2,020.

491

01:19:11.210 --> 01:19:34.010

Cooper City Hall: So 2 years, roughly, 2 years, 2,02021, yeah, it did was divided in basis. So yes, okay. And so I wanted to thank you so much, Miss White. To our, to my colleagues up here. So III hear what you're saying in terms of We need to move forward. I'd like to hear your thoughts, and doesn't have to go in any particular order now.

492

01:19:34.720 --> 01:19:37.680

Cooper City Hall: No, I he? No, he! I asked him first.

493

01:19:37.760 --> 01:19:51.999

Cooper City Hall: No, we don't have to go in any particular order, but I'd like to hear from the Commission in in terms of what projects what do we wanna focus on? We have, you know, the pec, we have the top 14 here.

494

01:19:52.530 --> 01:19:57.170

Cooper City Hall: What are you all seeing that we can do immediately

495

01:19:57.710 --> 01:20:09.720

Cooper City Hall: or very quickly, where our residents can kind of look and say, Hey, the Commission is taking some action, and they're actually seeing something productive in our communities.

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01:20:09.730 --> 01:20:13.400

Mayor Ross: anyone that doesn't really matter. The order at this point of order.

497

01:20:14.470 --> 01:20:24.420

Mayor Ross: Yes, Mayor Ross, my understanding was, this is merely a presentation, not for any further action at this time.

498

01:20:27.290 --> 01:20:47.100

Cooper City Hall: Okay. And so II understand that. But I know that. And Mister Horowitz, are we? If what I've heard to night from the the majority of the Commission is the consensus. Is that based on the the study that has been brought before this commission. We now have some intelligence here that we can.

499

01:20:47.200 --> 01:21:14.279

Cooper City Hall: not necessarily. We can direct the staff to say, Okay, here's what we're thinking. Come back with. With some options. Thank you, Commissioner, I would agree to the mayor's point. He is correct. This item is on the agenda as a presentation item for the Commission. If there was some general consensus and general direction to your staff as to a particular direction, that the Commission would like Staff to go in that would be appropriate. But again, it would be general consensus. There's not a formal action based on a presentation item.

500

01:21:14.730 --> 01:21:35.920

Cooper City Hall: Yeah. So if there's consensus to staff direction. Just some clarity as to what the Commission's intent is that would be appropriate. So I'd like to know what the Commission's intent is in terms of directing staff. I'd like to hear from my colleagues. Thank you, Commissioner Green. I don't think we run the risk of doing anything too fast.

501

01:21:35.920 --> 01:21:55.300

Cooper City Hall: So I think what I what I did kind of here is the fastest, cheapest item is certain types of speed home. So I think you said, there's like Pre-approved ones, pre-designed ones, or something to that effect. So I would be okay with at some of those locations where they recommended some of those speed humps

502

01:21:55.460 --> 01:22:14.899

Cooper City Hall: for the staff to maybe look at, bringing the information to us on moving forward on that cheaper, faster solution. My personal preference is not to put that in a a you know, a main area traversed, but maybe like the side road or something. But I don't. Wanna I don't wanna get into that tonight, but that that's a quick action.

503

01:22:15.290 --> 01:22:35.039

Cooper City Hall: When we bring up 106, my hesitation with that is, I wanna kind of see what's gonna go on with those modifications that is supposed to happen at some time to Sterling and Griffin based off of the construction? No, the intersection, the light. Yeah. And but then again, if you're gonna put around about, that takes some more time.

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01:22:35.220 --> 01:22:38.980

Cooper City Hall: So I just think,

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01:22:39.010 --> 01:22:49.459

Cooper City Hall: there's temporary. So the faster solution is maybe at some of those areas. Look at those Pre-approved resigned. Maybe that's the right word pre-designed humps.

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01:22:49.610 --> 01:22:51.209

Cooper City Hall: So we can do something.

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01:22:51.760 --> 01:22:56.340

Cooper City Hall: And you said, take out, I mean, does that mean people actually put in things and remove

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01:22:56.440 --> 01:22:57.470

Cooper City Hall: or

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01:22:58.370 --> 01:23:23.919

Cooper City Hall: for instance, I know one l. One type of speed hump. They're called speed cushions. You can put them down. They have little gaps, and I'll let Diana to a little bit more of the detailed design. But talk discussion, but then you can like pull them up afterwards. And obviously there's some cost both ways. Right? So then I think II get the concept. So maybe Staff can come back with a couple of those locations where we can try that cheaper system.

510

01:23:23.950 --> 01:23:33.370

Cooper City Hall: see if it works. And and then, while they're coming up with a plan. On that more complex speed. Cushions were tested throughout Miami Beach.

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01:23:33.650 --> 01:23:39.190

Cooper City Hall: and they were also part of their CDY. Traffic common manual. They had a manual

512

01:23:39.410 --> 01:23:53.269

Cooper City Hall: in case a resident or somebody come back and say, You know, we need that. And they had them in there. They were taken out of the entire manual because of maintenance issues. This is for the cushions. This is like the cheapest thing out there.

513

01:23:53.430 --> 01:23:54.869

Cooper City Hall: So we don't want that

514

01:23:55.280 --> 01:24:14.400

Cooper City Hall: you could implement it, and then just modify it to a speed help with actual pavement or a different, cheapest, fastest speed cushion. Obviously not sure on the speed cushions. We'd have to look into that speed cushions.

515

01:24:14.400 --> 01:24:27.869

Cooper City Hall: I forget what the price was. I think they're around like 4 grand a piece on a certain road, those, and see if we got the intended result. If we did, we can move forward on a permanent thing

516

01:24:28.340 --> 01:24:52.990

Cooper City Hall: and relocate the one

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01:24:53.310 --> 01:24:54.360

Cooper City Hall: for

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01:24:54.850 --> 01:25:05.640

Cooper City Hall: any of this. Yes, and I appreciate you asking that question. You know, whatever whatever improvements we bring forward for this year will have to come via budget amendment

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01:25:06.100 --> 01:25:13.349

Cooper City Hall: which is, you know, again, not unusual. And then obviously, for future years, we're gonna lay those years into our capital plan.

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01:25:13.530 --> 01:25:25.629

Cooper City Hall: So to your question. You know we do have. We do not have a designated pot for that? Obviously we would. We would have, I would propose us, you know, recommending for the Board to consider using some of our fund balance towards us. And

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01:25:25.750 --> 01:25:31.810

Cooper City Hall: we now we wouldn't be able to get anything. What about? What's that?

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01:25:32.030 --> 01:25:35.230

Cooper City Hall: Yeah, that's fun balance.

523

01:25:35.770 --> 01:25:36.470

And

524

01:25:36.830 --> 01:25:56.219

Cooper City Hall: so II believe so. Is it my colleagues? You've heard what Commissioner Shrouder has said? Is there consensus for that. I'm in agreement with that. Okay, so you have your direction, Mr. Eagles. Mayor. There's 1 point on that. We don't have a cap of how much you spending on that

525

01:25:56.220 --> 01:26:09.229

Mayor Ross: issue or way Commissioner Strider wants to do it. So no, we're not saying, Go spend it. We're just saying, just come back with something to us, so we could vote at the next meeting or not. Another meeting, not the next one, but another meeting to do it. Thank you.

526

01:26:09.380 --> 01:26:16.340

Cooper City Hall: Yup, is there anything else, Mayor Ross? Check it to be the next meeting as well.

527

01:26:16.470 --> 01:26:21.770

Cooper City Hall: Mr. Eggleston? The next Commission meeting? I think we're gonna be doing it in April.

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01:26:22.140 --> 01:26:33.120

Cooper City Hall: when? When? Yes, okay, it does that provide you with enough, you and staff with the, with enough time to look at what was discussed here tonight and bring back a proposal.

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01:26:33.200 --> 01:26:37.710

Cooper City Hall: We will certainly work diligently towards that. Let me just check here.

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01:26:41.550 --> 01:26:46.599

Cooper City Hall: Even. I wouldn't do that to them that soon. Yeah, I mean, I think we understand.

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01:26:46.770 --> 01:26:52.869

Cooper City Hall: You know, our the agenda gets posted on the the 20 ninth.

532

01:26:53.080 --> 01:27:08.009

Cooper City Hall: So we, you know, basically, that would give us this week and next week, and the beginning of the following week to have that together. It may be tight, I mean, I think, easily either the the first meeting in April or the second meeting. April. We can absolutely we'll shoot. We'll work hard to have the first meeting, and

533

01:27:08.040 --> 01:27:23.629

Cooper City Hall: we should be able to have something back to you working with Eric and our team definitely in April. So, Mr. If it's if it's alright with the Commission. I'd like to pur propose this if if we're not able. If you and Staff don't have enough time for the Comp. The first Commission meeting.

534

01:27:23.630 --> 01:27:48.609

Cooper City Hall: If you could just notify us e via email, the Commission, hey? You know, we're gonna need some additional time, so that the Commission is where? Well aware of that? Absolutely we can. We can certainly have it, and and it will definitely be in April, and we'll keep you a prize. Thank you. To Mr. Eric and Ms. White. Thank you so much for the presentation. We certainly do appreciate all of the hard work that you all have put forth, and we look forward to this ongoing discussion. Thank you so much.

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01:27:48.930 --> 01:27:51.329

Cooper City Hall: Appreciate the opportunity. Thank you.

536

01:27:53.680 --> 01:28:10.210

Cooper City Hall: Mr. Anglson. I believe. We have, item number 6. This strategic plan to address the water meter challenges. Yes, thank you, Commissioner. It's I'll invite I mean, Nick went up as well, and I know Erwin Williams is here as well to support so utilities and finance.

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01:28:12.120 --> 01:28:22.009

Cooper City Hall: Good evening, Mayor, commissioners and city manager and staff. Tonight we're going over some challenges that we discovered

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01:28:22.060 --> 01:28:34.660

Cooper City Hall: regarding to our electronic water meter system. And we're trying to propose some plan on how to address them. So our objective is to resolve the challenges within our

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01:28:34.760 --> 01:28:41.649

Cooper City Hall: electronic water meter system to enhance our operational efficiency and utility revenue.

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01:28:43.760 --> 01:28:45.660

Cooper City Hall: We have this slide up.

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01:28:46.250 --> 01:28:48.839

Cooper City Hall: Thank God, he's working on just one up now.

542

01:28:50.550 --> 01:28:53.890

Cooper City Hall: right? That is all

543

01:28:59.630 --> 01:29:04.509

to your installed anyway side here. I'm doing so

544

01:29:26.680 --> 01:29:31.219

Cooper City Hall: sorry about that technical issue, so we'll resolve it shortly.

545

01:29:46.120 --> 01:30:08.460

Cooper City Hall: And, Mr. Hamid, II think I believe, if I'm not mistaken, the the Commission, I believe we have the Powerpoint Presentation, Commissioner Green. That is correct. You all have a copy that it's also on the website link as well. Okay. So if you'd like to begin while Mr. Lopez is working on those technical difficulties we can.

546

01:30:08.460 --> 01:30:30.710

Cooper City Hall: So our goal is to come up with some strategy on addressing the issues that we're facing to improve our operational efficiencies and utility revenue. If you go to slide number 3, I'm going through some statistic number that we have. Currently, we have about 11,869,

547

01:30:30.970 --> 01:30:33.770

Cooper City Hall: a water meter within our system.

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01:30:33.920 --> 01:30:40.110

Cooper City Hall: Out of those we have about 6,690 in electronic form.

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01:30:40.420 --> 01:30:42.120

Cooper City Hall: an advanced meter

550

01:30:42.260 --> 01:30:50.869

Cooper City Hall: and our total manual meters are 5,179 installed in the city.

551

01:30:53.570 --> 01:31:05.739

Cooper City Hall: as you can see on the slide picture on the left. It's what's been originally purchased back in 2,017, called SSR. Digital meter solidar, said registered meter.

552

01:31:06.010 --> 01:31:10.889

Cooper City Hall: And then we have another type of meter in our system called ME. 8,

553

01:31:10.920 --> 01:31:16.710

Cooper City Hall: which is another type of electronic meters that's been installed in the city.

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01:31:16.720 --> 01:31:26.729

Cooper City Hall: Currently, we have about 5,520 SSR. Meter, and 1,170 ME. 8 type.

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01:31:26.810 --> 01:31:40.349

Cooper City Hall: The one in the right is MEA type which can function as a manual mechanical meter with the ability to be connected to radio transmitter and transmit the data to the main hub. We have

556

01:31:40.910 --> 01:32:05.449

Cooper City Hall: back in 2,019 about 20% failure has been discovered, and contractor came up with the solution of replacement, offering MEA type which was not originally part of the, you know, purchase request, and they start installing those to mitigate the issue and resolve the you know, situation for us.

557

01:32:06.630 --> 01:32:07.610

Hello!

558

01:32:10.050 --> 01:32:17.489

Cooper City Hall: Now, as we speak today, we discover a lot of issues within that system, including meter failures.

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01:32:17.760 --> 01:32:23.830

Cooper City Hall: issues with faulty transmitters, connectivity, glitches, software malfunction.

560

01:32:24.170 --> 01:32:28.839

Cooper City Hall: huge number of 0 reading on most of our meter.

561

01:32:28.980 --> 01:32:36.219

Cooper City Hall: As we are speaking month of February, we discover about 2,500 accounts with 0 usage.

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01:32:36.470 --> 01:32:43.819

Cooper City Hall: and then for how many? 2,500 1,400 accounts, according to our billing department

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01:32:43.890 --> 01:32:47.110

Cooper City Hall: averaged the billing.

564

01:32:47.590 --> 01:32:53.419

Cooper City Hall: and then within the time frame of 2,022

565

01:32:53.510 --> 01:33:12.820

Cooper City Hall: till now we had a huge gap of non responsiveness from our from our contractor, and also some open warranties issues unresolved, which we're still trying to address them. So it's clear for us that they're shortcoming in meeting their contractual obligation.

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01:33:13.210 --> 01:33:23.330

Cooper City Hall: As as of today, we have ex software license agreement with them to maintain this system which is going to be up end of this year.

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01:33:23.690 --> 01:33:30.320

Cooper City Hall: And as we moved, the software licenses cost increased annually.

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01:33:30.460 --> 01:33:34.989

Cooper City Hall: because the more in meters being installed, the the cost went up.

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01:33:35.120 --> 01:33:51.109

Cooper City Hall: and if we want to maintain this system, then we need to renew our agreement with possibly more cost down the road to maintain the system, and the cost right now is 63,000. That's what we paid this year to maintain this system

570

01:33:51.150 --> 01:33:52.520

Cooper City Hall: and operate

571

01:33:54.540 --> 01:33:55.240

bye

572

01:33:56.810 --> 01:33:59.899

Cooper City Hall: a total of 6,600.

573

01:34:01.340 --> 01:34:02.200

Cooper City Hall: Yes, ma'am.

574

01:34:03.270 --> 01:34:09.480

Cooper City Hall: So the impact of all this issue led to substantial revenue revenue decline.

575

01:34:09.640 --> 01:34:24.830

Cooper City Hall: and also a lot of operational restraints and resource allocation, pretty much. About 70% of our water distribution staff capacity was dedicated on water meter issue within the past year and a half

576

01:34:24.920 --> 01:34:37.420

Cooper City Hall: which we were expecting them to focus on other operational needs that we have. But we have to, you know, address all this issue plus adverse effect of city customer service reputation.

577

01:34:37.490 --> 01:34:42.270

Cooper City Hall: which, and also we have another disruption in the efficiency of

578

01:34:42.320 --> 01:34:52.969

Cooper City Hall: our water brand. We, because any incorrect data can lead to miscalculation of water usage affecting chemical dosage and treatment level.

579

01:34:53.020 --> 01:35:13.939

Cooper City Hall: And there is, there are another concern that we have, as far as any incomplete or unreliable data may result in non-compliance leading to regulatory issues because we have to submit our annual water loss to South Florida water management district, and they have certain threshold that we need to meet.

580

01:35:19.430 --> 01:35:27.159

Cooper City Hall: So this slide was prepared, thanks to our Cfr and finance department by our, you know, billing team and finance and

581

01:35:27.460 --> 01:35:29.649

Cooper City Hall: Plant. Staff.

582

01:35:29.890 --> 01:35:32.329

Cooper City Hall: we were able to

583

01:35:32.420 --> 01:35:51.250

Cooper City Hall: estimated our revenue loss based off our production. And what's being built, considering the other unaccounted water that that's in our system. Our total of produced water was about 1,118 million gallons.

584

01:35:51.580 --> 01:36:01.530

Cooper City Hall: and we built 893 million gallons, and the difference was 200. To any 5 million gallons would lead to

585

01:36:01.570 --> 01:36:02.910

Cooper City Hall: 20%,

586

01:36:03.970 --> 01:36:10.199

Cooper City Hall: considering about 400,000 unaccounted

587

01:36:10.670 --> 01:36:34.950

Cooper City Hall: hydrant flushing water that we lose plus we factor. We were going to assume somewhere between 5 to 10% of loss which is not reflected here in this number of 1.6 million. But we're

estimating possibly 5 to 10% of loss towards water leaks or any other water loss or overflow that we had in our system.

588

01:36:35.000 --> 01:36:47.259

Cooper City Hall: We're at 1.6 million and change estimated revenue loss annually. As we speak about this situation, plus, we're paying

589

01:36:47.450 --> 01:37:01.209

Cooper City Hall: almost $63,000 on software licenses and the resource allocation labor cost that we're putting towards resolving this issue. That that can be, as you know, calculated and be added up.

590

01:37:02.950 --> 01:37:13.679

Cooper City Hall: So in order to address this situation, we were thinking about coming up with phase replacement approach to systematically transition from the electronic meter system

591

01:37:13.730 --> 01:37:25.090

Cooper City Hall: to more reliable and efficient metering infrastructure. To be able to address the root cause, and, you know, mitigate the current situation.

592

01:37:25.970 --> 01:37:50.890

Cooper City Hall: To do that with we need to consider some resource optimization looking into evaluation of any contractual meter reading services. If we want to go to manual meter and also explore the possibility of transitioning some part-time position that we have as a meter, reader to full time. Meter, reader, in subsequent you know phases that we have.

593

01:37:50.940 --> 01:37:59.199

Cooper City Hall: and aiming towards enhanced operational efficiency, considering all the response delay that we have in the operation. Right now

594

01:38:01.220 --> 01:38:13.329

Cooper City Hall: we were able to come up with some cost analysis based off the current active contract from other governmental entity. We were able to find and a price for meter

595

01:38:13.500 --> 01:38:20.910

Cooper City Hall: replacement of buying the Meter manual meter as a replacement to the electronic meter.

596

01:38:20.990 --> 01:38:31.380

Cooper City Hall: $65 and 5 cents is the cost of one manual meter today for us, with 20% discount rated from Howard County contract.

597

01:38:31.550 --> 01:38:48.440

Cooper City Hall: and also in order to complete and meet the compliance. We need to install the check valve with the manual meters as well. Which will cost us $44 79 cents at the discounted rate of 40% piggybacking of some other contract that are available.

598

01:38:48.440 --> 01:39:08.130

Cooper City Hall: So total material costs for us, not considering possible meter, box replacement, or any feeding which we're not anticipated. Huge number of that. But the total is, gonna be $109 and 84 cents per meter and check valve. If we want to do the replacement.

599

01:39:09.130 --> 01:39:21.360

Cooper City Hall: Our approach is to Towards 3 phase phase one is to replace all SSR meters that are more problematic right now for us.

600

01:39:21.500 --> 01:39:26.800

Cooper City Hall: and we're considering to make it as a phase, one of replacements for all those meter.

601

01:39:26.820 --> 01:39:41.259

Cooper City Hall: The number is 5 5,520, with the cost of 109, and 78 cents. The total material cost for us will be around 606,000 and change, as you can see on the slide.

602

01:39:41.630 --> 01:39:54.259

Cooper City Hall: We're still working to secure the complete labor cost, but the minimum cost for installing only the meter per contract from county is $15 per meter.

603

01:39:54.690 --> 01:40:12.710

Cooper City Hall: This is the submit only for meter. So if we want to install the valve and some feeding or any other labor come to the plate. We're anticipated to see much larger number. But My estimate is going to be somewhere close to $100 per meter replacement.

604

01:40:12.820 --> 01:40:22.550

Cooper City Hall: But we're trying to secure a better price on that. The estimated replacement time is going to be based off the material lead time 4 to 6 months.

605

01:40:25.870 --> 01:40:42.760

Cooper City Hall: The phase 2. It's another important part of it which we did not discuss on the previous slide about revenue loss. But we have about 5,100 manual meter in our system, which there were been in the operation somewhere between 20 to 25 years.

606

01:40:42.870 --> 01:41:00.680

Cooper City Hall: Mechanical meter. They have degradation and deterioration which will lead to operate more slower then it will, you know, range somewhere between 4 to 7

607

01:41:00.940 --> 01:41:18.979

Cooper City Hall: revenue loss on those meter as well during the time, and the best practice and approach is recommended to replace them. Based off the industry standard every 10 years. So they've been in the ground for over 20 years, and the lifespan is over.

608

01:41:18.980 --> 01:41:36.700

Cooper City Hall: So it's very critical, and it's recommended to start replacing those on Phase 2, and with brand new manual meter, the total cost base of the estimated number we have, it's gonna be 568,861 and change

609

01:41:36.810 --> 01:41:42.759

Cooper City Hall: and the labor sales gonna be same as previous slot with the same timeframe

610

01:41:43.670 --> 01:41:45.040

Cooper City Hall: for the installation

611

01:41:46.370 --> 01:41:52.409

Cooper City Hall: phase 3. As we discussed at the beginning will receive some ME. 8, which is encoder.

612

01:41:52.670 --> 01:42:12.740

Cooper City Hall: Type meter that can function as a manual with the ability to to transmit there were been recently installed back in 2,019. So we're expecting more life expectancy out of them. And we're we're not considering any issue as long as we do manual. Read on it, because we know we have network issue.

613

01:42:12.870 --> 01:42:25.239

Cooper City Hall: On phase 3. After installing all meters or replacing all meter on phase one and 2. Then that's a time that we recommend to start evaluating the performance of those mea type.

614

01:42:25.280 --> 01:42:36.450

Cooper City Hall: And if we determine any replacement is needed, then we consider bring it to Commission's attention, and if not, we will maintain whats exist, and we will proceed as it is

615

01:42:39.400 --> 01:43:05.170

Cooper City Hall: so, the total cost for phase one and 2 4 meters. It's 1.3 million dollar more on material. And it's gonna be, you know, more accurate when we get better data as far as installation labor cost on it for the 2 phase but phase one itself. We're talking about somewhere

616

01:43:05.390 --> 01:43:10.330

Cooper City Hall: $600,000 on material, some labor cost for the installation.

617

01:43:13.170 --> 01:43:41.119

Cooper City Hall: As a conclusion we are looking to implement an enhanced strategy for water meter replacement to resolve all these challenges that we discuss curbing revenue losses, and recoup some of our revenue. During this process we will plan to have constant communication with resident as far as where we are and what needs to be done to update them and not to put them on any surprise or any unforeseen situation.

618

01:43:41.180 --> 01:43:51.779

Cooper City Hall: And we're we're trying to get as most as we can. Accuracy in our system. Improve on customer service, plus enhancing our resource. Allocation.

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01:43:51.910 --> 01:43:54.510

Cooper City Hall: For the system that we have.

620

01:43:54.620 --> 01:44:02.429

Cooper City Hall: With that I will open it for any question and turn it to see manager. We're seeking for some direction from commission to see how it will be like

621

01:44:02.490 --> 01:44:05.409

Cooper City Hall: to proceed. Thank you, Mr. Mayor Warehouse.

622

01:44:05.640 --> 01:44:27.779

Mayor Ross: I appreciate that. II guess the real question goes to Jacob, and the litigation that I can or see happening against the manufacturer, and what the situation is on the labor? Who put it in? Does it void warranties? Are we gonna fall into that same trap just a host of of litigation issues.

623

01:44:28.380 --> 01:44:49.909

Cooper City Hall: May I commission Green? Thank you, Mayor, to your point. It's certainly a question we anticipated for the past 2 or 3 weeks or so our office has been working with Mr. Nick von along with your finance director, to review all aspects of the issue that me just explained to the Commission. In 2,017, the city piggybacked on a contract. It was a citrus county agreement

624

01:44:49.910 --> 01:44:59.550

Cooper City Hall: with Mueller as the manufacturer of the meters, as well as a company called Ferguson, which was the distributor. There are some warranty implications that we're also looking at. The mayor raised an important point.

625

01:44:59.550 --> 01:45:10.069

Cooper City Hall: Back in 2,017 the city actually took responsibility for the installation of the meters, and we're certainly looking at how that would impact any warranty opportunities we may have.

626

01:45:10.070 --> 01:45:34.870

Cooper City Hall: As it relates to any contract challenges that Hamilton referenced. We're looking at all of that as well as it relates to potential breach potential default under the existing agreements. We're certainly aware of the importance and significance of the issue, and our office is in the process of reviewing all aspects of the agreement, the applicable warranty and looking at what legal options and remedies might be available to the city from a legal side, as your professional staff goes through

627

01:45:34.870 --> 01:45:49.900

Cooper City Hall: the operational steps of rectifying the issue to essentially stop the bleeding. So it's certainly an issue that we are aware of Mayor Commission and appreciate the opportunity to look a little further into all those issues. I just referenced and come back with a report hopefully your next meeting, if not shortly thereafter.

628

01:45:50.300 --> 01:45:51.870

Thank you. Thank you.

629

01:45:51.910 --> 01:45:54.920

Mayor Ross: Mayor Ross. Is there anything further? No, sir.

630

01:45:55.020 --> 01:46:04.750

Cooper City Hall: thank you, Commissioner. Shrouder. Yes. Want us to know if I could just play a clip from our prior meeting for you guys just to refresh our memory? No, no! So

631

01:46:04.850 --> 01:46:11.790

Cooper City Hall: in the abundance of caution. I don't want to do that. I want to just kind of focus in on where we're at right now.

632

01:46:11.810 --> 01:46:17.429

Cooper City Hall: So, Commissioner Schroeder, if you have any comments with regards to the presentation.

633

01:46:17.470 --> 01:46:23.510

Cooper City Hall: I'll ask Mike, fellow commissioners if they're okay with me playing that clip

634

01:46:23.770 --> 01:46:27.710

Cooper City Hall: can call for a vote if you'd like. It's directly on this item.

635

01:46:27.820 --> 01:46:31.899

Cooper City Hall: I think it's important to catch up the Commissioner who weren't on the commission at the time.

636

01:46:32.730 --> 01:46:38.250

Cooper City Hall: so I'll ask for a vote of the commission. Well, let me back up.

637

01:46:40.140 --> 01:46:44.650

Cooper City Hall: How long is the clip, Commissioner Schrouter? I think it's 2 min, 10 min. Okay.

638

01:46:44.740 --> 01:47:13.309

Cooper City Hall: Phenomenal.

639

01:47:13.420 --> 01:47:26.630

Cooper City Hall: and we weren't gonna have any problems to pass. I think, under the circumstances, this is a a good balanced settlement to a difficult and challenging issue that's been going on since 2,007. Yeah, very disappointing. But

640

01:47:26.710 --> 01:47:42.210

Cooper City Hall: I guess we we think our lofts move forward. But my question is, we did not have a contract, maybe the place we we did. We did not. We have specs, and we had an award, but we did not have a written signed agreement with them, and we still, as of this day, do not have one right now. The

641

01:47:42.230 --> 01:47:45.679

Cooper City Hall: we took we've removed. The meters are sitting up.

642

01:47:45.840 --> 01:47:53.859

Cooper City Hall: Warehouse somewhere is sitting somewhere, and their my understanding is there's no value. They're gonna be discarded. So it's probably gonna cost us money to discard them. Is that correct.

643

01:47:54.160 --> 01:48:08.479

Cooper City Hall: My intent is to talk, to admin, to see if there would be any per or any benefit to including them in the option. But yeah, we talked about that the agenda review. Yeah, they're scrap plastic. Right? Okay?

644

01:48:08.500 --> 01:48:17.699

Cooper City Hall: the bigger question is the the meters that we install to replace these bit. Now we're talking about the meters. Yeah, we currently have or have that aren't working meters.

645

01:48:17.870 --> 01:48:19.679

Cooper City Hall: Do we have a contract with the vendor?

646

01:48:40.320 --> 01:48:41.300

Cooper City Hall: Anything else for

647

01:48:44.900 --> 01:48:53.460

Cooper City Hall: the Commission? I would ask that we metaphorically learn something

648

01:48:54.490 --> 01:49:01.900

Cooper City Hall: and change some process or something, but just that we learn a lesson from it, whether it be

649

01:49:02.460 --> 01:49:07.169

Cooper City Hall: if we're over a certain amount in in contract price. We require

650

01:49:08.120 --> 01:49:11.079

Cooper City Hall: certain warranty language. Whatever it is. I just want you guys.

651

01:49:11.290 --> 01:49:33.739

Cooper City Hall: III can offer this. There, there have been safeguards put in place for the past 2 years that did not exist, which would prevent a situation like this from escalating to the level standpoint. So is that the is that the entire 2 min?

652

01:49:34.170 --> 01:49:47.649

Cooper City Hall: Okay, so this is a part of the 2 min. or is there after the 2 min? Is there an additional segment that you're going to play? Okay? Okay, I'm sorry. I'm sorry.

653

01:49:47.730 --> 01:49:52.670

Cooper City Hall: I'm gonna say more of an operational standpoint that I, too, have learned

654

01:49:52.830 --> 01:50:02.349

Cooper City Hall: some lessons with this experience that that will, I will make sure we'll benefit the city and future selections.

655

01:50:02.900 --> 01:50:06.120

Cooper City Hall: And philosophically. we've learned something

656

01:50:06.280 --> 01:50:20.269

Cooper City Hall: we won't buy that garbage from them anymore. So I think you guys get the point. My concern is exactly 3 years ago we thought we addressed this issue, and we've lost millions of dollars in 3 years.

657

01:50:20.660 --> 01:50:27.170

Cooper City Hall: It was so more so than this plan. Like one.

658

01:50:27.280 --> 01:50:31.699

Cooper City Hall: Why, why do we not? Why was this not brought to our attention ahead of time.

659

01:50:32.210 --> 01:50:46.470

Cooper City Hall: So in my opinion, we had failures at multiple levels. And and I'm looking at you, I mean, because you're standing in front of me. But obviously I know you weren't here then. This is really more reflection on myself, and and where I think the Commission should be.

660

01:50:46.780 --> 01:50:47.900

Cooper City Hall: Not just.

661

01:50:48.200 --> 01:51:08.490

Cooper City Hall: Do we have equipment that's not working or not reporting. But we also have, you know, finance department should also be able to see revenues dipping because water is our second highest revenue source ad behind adulore. So it's the highest one we really collect because the property prisons office collects the other one. II think that's right. Right. This second highest revenue source.

662

01:51:08.990 --> 01:51:10.310

Cooper City Hall: the water. Yeah.

663

01:51:10.600 --> 01:51:14.500

Cooper City Hall: So you know, we should

664

01:51:14.510 --> 01:51:25.080

Cooper City Hall: be putting in like I said. I'm just talking to you because you're sitting in front of me, but it's really to my colleagues we we should set. We have to make sure my opinion that we implement some serious

665

01:51:25.100 --> 01:51:28.110

Cooper City Hall: safeguards to prevent us from

666

01:51:28.400 --> 01:51:41.879

Cooper City Hall: losing millions of dollars, because we'll argue over here of like over like. you know, little things. and these are big numbers. And so one I think we should have known about this sooner. I don't want to ask

667

01:51:42.700 --> 01:51:44.379

Cooper City Hall: when we found out about it.

668

01:51:45.470 --> 01:51:47.210

Cooper City Hall: Don't we know how we found out about it?

669

01:51:48.150 --> 01:52:01.349

Cooper City Hall: Oh, the the day that I joined the city! That was one of the issue that I we start but it it's time consuming to put all this dot together. Go through all this obligation that contractor had.

670

01:52:01.350 --> 01:52:25.570

Cooper City Hall: We're trying to get them engage and resolve it didn't take in place. They promised, didn't satisfy it. So finally, I'm at the point that I have to stand and bring it to your attention. We have 20% of our water meters not working. And it's not time consuming to run a report. So, Jacob, how do we find out about this and so rhetorical. Question. City manager and your finance director. How they found out about I would refer to them.

671

01:52:26.360 --> 01:52:27.710

Cooper City Hall: And and

672

01:52:27.720 --> 01:52:31.160

Cooper City Hall: I think it was from someone running. 0 read reports.

673

01:52:31.470 --> 01:52:54.989

Cooper City Hall: Presumably it started with that 0 route reports 1,200 meter. There was some duplication in there, but we start addressing most of them, and then we were hoping that will resolve the issue. But as we move month to month with capture more 0, it's from different area. So that's what the resource allocation went to, and we're trying to tackle them down.

674

01:52:54.990 --> 01:53:02.749

Cooper City Hall: And then a star adds up to this point that you know there is no way, you know, to move it along. II guess I'm gonna ask my colleagues if we can.

675

01:53:02.750 --> 01:53:06.250

Cooper City Hall: If we could ask Staff to come back with some policies.

676

01:53:06.290 --> 01:53:20.319

Cooper City Hall: on running these reports this to find out when they have 0 reads, so I don't know if they have to show a house of 0 reads for 5 months in a row. I know when I ran the 0 read report, and informed the last city manager.

677

01:53:20.580 --> 01:53:24.160

Cooper City Hall: Archbishop Mccarthy was a top 100 user of water

678

01:53:24.440 --> 01:53:27.189

Cooper City Hall: and had 0 reads for 6 months.

679

01:53:27.340 --> 01:53:33.129

Cooper City Hall: and I said I either assumed it wasn't working, or God was over there making water

680

01:53:33.280 --> 01:53:35.790

Cooper City Hall: like, and it turns out it wasn't working.

681

01:53:36.530 --> 01:53:52.059

Cooper City Hall: you know, and it's and it's not in our city, you know. So it just burns me to think of how much water we lost to a commercial property not in our city. So II ask, can we come up with some policies where we have, where we're running these reports.

682

01:53:52.810 --> 01:53:56.269

Cooper City Hall: and then I don't know.

683

01:53:57.180 --> 01:54:01.629

Cooper City Hall: Thank you. Hold on, Commissioner Commissioner Katzmann.

684

01:54:01.770 --> 01:54:07.250

Cooper City Hall: Thank you. for perhaps it's I mean, I'm looking at the page.

685

01:54:08.260 --> 01:54:12.199

Cooper City Hall: the page with the month by month.

686

01:54:12.370 --> 01:54:16.200

Cooper City Hall: Summary, you can see the page number.

687

01:54:16.270 --> 01:54:21.090

Cooper City Hall: it's interesting because I was gonna ask you what happened in April, because we actually, we were only 7%

688

01:54:22.090 --> 01:54:40.860

Cooper City Hall: down in April every other month was double. That is the month we address most of those 1,200 meter that was reported to us as a 0 rate, so we made some progress in-house by addressing them and going out, check them, replace them, or fix the issue. But you know we can't just dedicate our stuff

689

01:54:40.910 --> 01:54:46.949

Cooper City Hall: daily, day to day basis to go over all these meetings. But then, May, it was 27. So what happened?

690

01:54:47.070 --> 01:54:50.179

Cooper City Hall: We just new set of 0 reads come to the plate.

691

01:54:50.740 --> 01:55:07.650

Cooper City Hall: So it's every month that resets and every day every week, right now it's getting to, you know, every week. I believe you know, finance can provide more information, but Billing is tracking them and keep sending it to us to address it, and that's how we end up, you know, in this

692

01:55:07.760 --> 01:55:09.719

Cooper City Hall: battle to stop this bleeding.

693

01:55:10.090 --> 01:55:34.149

Cooper City Hall: Commissioner Cassman. If I could have you pause for one moment. Mister Horowitz, II just wanna make one comment. Given the recording Commissioner shrouder heard and the question I anticipate coming from Commissioner Malos. II understand. Just just to be clear. The contract that we're talking about. And the contract that that resulted in the installation of these meters is a 2,017 agreement, right that that agreement predates

694

01:55:34.150 --> 01:55:45.980

Cooper City Hall: my law firm, and it predates the comment that I made that you just heard again. We're talking about a settlement of the metron lawsuit which will assume a, a, a precursor to a lawsuit. It was a pre litigation settlement

695

01:55:45.980 --> 01:56:12.689

Cooper City Hall: that was, that was to address a a former issue with former water meters. That was an agreement that, I think went back to 2014, or 2015. Those meters number of those meters were replaced by the meters that were engaged, pursuant to a contract from 2,017 with Mueller, who is the manufacturer, and for the record. Mueller is currently involved in dozens, if if not tens, of dozens, of lawsuits throughout the United States. This is not an uncommon issue. Not that it makes it any less.

696

01:56:12.690 --> 01:56:41.310

Cooper City Hall: you know. Correct. But it's really not an uncommon issue when it comes to Muller. But there have been processes put in place prospectively, you know. I certainly can't control a contract from 2,017 that was entered into prior to my law from being engaged, and I didn't mean to spotlight you. I just II was hard for me to find, so I landed on you, talking, and I apologize. No, no, II don't have any problem with that, and I don't have any problem being held accountable for agreements and documents that we worked on, and we will certainly do whatever we can, and review these agreements

697

01:56:41.310 --> 01:56:57.469

Cooper City Hall: to the extent that we have all of the applicable information to pursue any warranty and any claims against the manufacturer. Hold on, because I want to pause for Mr. Casteman, so I want to go back to him. Thank you, Commissioner Schrodinger.

698

01:56:57.650 --> 01:57:00.770

Cooper City Hall: Thank you. So so I believe.

699

01:57:01.180 --> 01:57:08.530

Cooper City Hall: Mr. Williams. what I'm trying to find out is like we. We were 7% down in April, April, which was

700

01:57:08.710 --> 01:57:13.810

Cooper City Hall: relatively good. That was the best month in the year of 2023,

701

01:57:13.880 --> 01:57:15.010

Cooper City Hall: the

702

01:57:15.220 --> 01:57:23.580

Cooper City Hall: the next month we were 27. Do is it new meters or different meters, or is it the same meters that are not being read?

703

01:57:24.150 --> 01:57:47.930

Cooper City Hall: pretty much same meters. We discovered some network issue we brought finally, on April Muller down. They did some activities. They promised to give us some replacement of defective port. We installed new radio transmitters that, you know, address some issues. So there were a huge number of activities from us as an staff.

704

01:57:47.930 --> 01:57:57.330

Cooper City Hall: working hard to lower it down, which we're able to do it. But you know, next month comes and will receive another set of you know, I just don't understand.

705

01:57:57.430 --> 01:58:00.210

Cooper City Hall: What I'm trying to figure out is why those fixes didn't

706

01:58:00.860 --> 01:58:01.960

Cooper City Hall: a

707

01:58:02.340 --> 01:58:21.440

Cooper City Hall: affect the next month in a positive way, because from other account, new set of zeros came up, and some of them

708

01:58:21.630 --> 01:58:31.290

Cooper City Hall: yeah, no.

709

01:58:31.350 --> 01:58:50.399

Cooper City Hall: on the meters. And I asked them to go back and prepare a report for me for all of 2023, if you get the data for what we had built versus the usage, and that's how I came up with the spreadsheet that showed the revenue loss. Another issue we had is that the utility department and the utility billing departments are not communicating.

710

01:58:50.800 --> 01:59:00.429

Cooper City Hall: I'll give you an example. There would be water shutoffs or or or meter changes that were not. That information was not

711

01:59:00.890 --> 01:59:12.759

Cooper City Hall: relay to utility billing. So they had no clue that they had to bill those the residents for those new meters. So what I've instituted now is that Utility billing and utility department meet every week.

712

01:59:12.930 --> 01:59:26.259

Cooper City Hall: and they go over all the shutoffs, all the changes, any new meters that are going in, and we make sure that Denise and in the billing department has all the information she needs to put in the, you know, to put in the correct numbers.

713

01:59:26.870 --> 01:59:29.670

Cooper City Hall: That's good. Thank you. That's one step right?

714

01:59:29.830 --> 01:59:54.340

Cooper City Hall: Yes. The communication as Mr. Cfo in indicates it. It's in the Improvement pad, but there were some, you know, processes in place by submitting the work order from Billings to utilities that we were always jump on it. So it was not like, you know, no communication. It's a matter of looking at overall picture than day to day operation

715

01:59:54.350 --> 01:59:58.539

Cooper City Hall: certain, you know certain work order, slip through the bracks.

716

01:59:58.820 --> 02:00:09.809

Cooper City Hall: What happened? So a couple more comments as soon as I saw the water loss. Obviously we need to put a stop to that, because the bleeding is ridiculous.

717

02:00:09.910 --> 02:00:25.489

Cooper City Hall: You know 1 point, if and it's been happening since what? 2,019 at least. So we're you know, we we have revenue lost now over 7 million dollars since those leaks began, 7. So yeah, 7, if you figure 1.6 million a year for the last.

718

02:00:25.820 --> 02:00:37.239

Cooper City Hall: it's over 7 million dollars in revenue loss. So so if we were to and this is probably a Mr. Horowitz question. If we were to pursue

719

02:00:37.340 --> 02:00:44.359

Cooper City Hall: what we're talking about. Just let's just say we just buy the new meters 1.2 million dollars over the next year.

720

02:00:44.410 --> 02:00:50.349

Cooper City Hall: To fix the issue, we'll put in safeguards, which I have one recommendation.

721

02:00:50.710 --> 02:01:18.429

Cooper City Hall: Would that affect in any way the lawsuit? We we still get a return on that. Yeah. And and to the extent that there was an opportunity to mitigate the damage. Any mitigation might be factored into damages that we pursued. But if there was an additional cost to replace these meters, we may pursue those additional damages as well, so all that would be part of the calculation that we would pursue. There's no reason to to hold up. Wait for a lawsuit to proceed there. There is not. That was one thing I wanted to get. The other thing is

722

02:01:18.940 --> 02:01:20.660

Cooper City Hall: So so I'm gonna suggest

723

02:01:20.960 --> 02:01:34.129

Cooper City Hall: to my colleagues that we probably should go forward with some sort of resolution pretty quickly. The the other thing is, once we get that resolution created, you know, or installed.

724

02:01:34.200 --> 02:01:40.340

Cooper City Hall: I would say, you know, these 0 run reports would would need to be done regularly, and if we hit a certain percentage

725

02:01:40.520 --> 02:01:55.579

Cooper City Hall: I don't know what the normal recommended percentage is. But I believe it's a lot less than 7, probably even yeah. And those reports run daily. Right now, we look at those reports daily. right? But we're still over fixing the issue. And we get

726

02:01:55.870 --> 02:02:01.239

Cooper City Hall: 3%. We come up with a number of you know, this is unacceptable. Then it gets raised to the Commission.

727

02:02:01.600 --> 02:02:08.650

Cooper City Hall: But we'll have to discuss that. So so those are my comments. Commissioner Green. Thank you. Thank you. Commissioner Casement, Commissioner Malos.

728

02:02:10.260 --> 02:02:12.890

Cooper City Hall: So several things.

729

02:02:12.910 --> 02:02:14.230

Cooper City Hall: you and I spoke

730

02:02:14.890 --> 02:02:18.620

Cooper City Hall: earlier. One. There are many

731

02:02:18.760 --> 02:02:25.170

Cooper City Hall: residents in this city that are on very tight budgets. and those residents.

732

02:02:25.540 --> 02:02:36.449

Cooper City Hall: if they are ones that are having a 0 read. then all of a sudden they're going to get a new meter, and if that meter now shows up

733

02:02:36.690 --> 02:02:58.270

Cooper City Hall: on what it should be, or if you know, someone actually goes there and reads it, or they give it a little click. And all of a sudden. Now it goes. Oh, you've used 10,000 gallons of water, and you've only been billed for a hundred gallons of water, and now they're going to get a massive bill, and they're going to have a heart attack because they can't afford it, because

734

02:02:58.640 --> 02:03:08.350

Cooper City Hall: a they know that they've been getting 0 reads. They know they haven't been getting a bill, and you've got you've got 2 types of people, one they're like, Hmm!

735

02:03:08.450 --> 02:03:15.340

Cooper City Hall: I'm not saying a word, and I'm just gonna ignore it. And I'm gonna haha! I'm getting over on the city. And

736

02:03:15.570 --> 02:03:34.329

Cooper City Hall: I'm like getting my tax dollars worth. And then you're gonna get the people that who knows what they're thinking. But let's think, on the bright side that they're thinking that I don't know. It's it's an act of of mercy or whatever. But you're still going to get the people that are getting an estimated read.

737

02:03:34.540 --> 02:03:43.970

Cooper City Hall: And I had said earlier, I know people that live in country glen that are a family of 2 with a pool the size of a bathtub

738

02:03:44.300 --> 02:03:46.640

Cooper City Hall: that get the same meter. Reading

739

02:03:46.820 --> 02:03:56.499

Cooper City Hall: of a family of 4 that have an Olympic size pool. and they were actually comparing notes, saying, How did this happen?

740

02:03:56.810 --> 02:04:08.620

Cooper City Hall: So we know that there was, I knew immediately there was an issue, and I actually brought that to the city manager's attention. And I said, How is this possible? And then we knew that this was coming up. So

741

02:04:08.700 --> 02:04:16.200

Cooper City Hall: I had said that we need to immediately let everybody know. Hey?

742

02:04:16.280 --> 02:04:19.489

Cooper City Hall: We noticed that there was a problem

743

02:04:20.240 --> 02:04:24.860

Cooper City Hall: as a municipality. We are in the process of fixing that problem.

744

02:04:24.880 --> 02:04:31.990

Cooper City Hall: Please be aware that you may see a large increase in your bill.

745

02:04:32.860 --> 02:04:37.030

Cooper City Hall: If this is going to pose a problem for you.

746

02:04:37.830 --> 02:04:46.379

Cooper City Hall: please come and see us, and we will make payment arrangements. We understand that this is not your fault.

747

02:04:46.730 --> 02:04:49.190

Cooper City Hall: This is, you know, the onus is on us.

748

02:04:49.550 --> 02:04:56.280

Cooper City Hall: and you know we will make arrangements to work with you and your

749

02:04:57.230 --> 02:04:58.270

Cooper City Hall: your budget.

750

02:04:58.660 --> 02:05:04.050

Cooper City Hall: Well, there's 2 things we're gonna do. We? We are gonna go back and back bail. We are gonna work on payment plans.

751

02:05:04.070 --> 02:05:20.080

Cooper City Hall: But we need to tell people now because people budget. But our residents, not everybody has an enormous amount of money there are, and a large amount of our residents that live paycheck to paycheck, and have no money in the bank.

752

02:05:20.500 --> 02:05:24.980

Cooper City Hall: and if any of those residents have had a guesstimate

753

02:05:25.040 --> 02:05:44.920

Cooper City Hall: on their meter, or have, or are going to have, this massive bill coming their way. They need to know as soon as possible, because if they have anything extra that they can put aside for this, they need to know. So we need to let everybody know as soon as possible. This is possibly coming down the pike.

754

02:05:45.440 --> 02:05:52.500

Cooper City Hall: Get in front of it. plus. We're only going to back bill them for the base amount, not for the tiered amount

755

02:05:52.930 --> 02:06:03.859

Cooper City Hall: to to calculate the tiered amount. That would be very, very difficult to try to figure it out. Well, there are some way when we pull some meter out of the box, and we're going to replace them

756

02:06:03.860 --> 02:06:28.090

Cooper City Hall: since the register meter, and if they're not dead as far as display or battery, then we can see the real consumption, even though it was not reported to the main hub. Then we can see the difference, you know, and come up with some idea. But we're working with finance to put together some, you know, verbiage and letter to send out well, under, you know, coordination with city manager office to notify. Resident that

757

02:06:28.090 --> 02:06:52.459

Cooper City Hall: yeah. And and putting it up in the website to with our Po to ensure they're getting notified within following months they may see some increases on their bills, and there should be some

backup that will right. But when you set in the nicest possible way, when you answer me by saying in the following months.

758

02:06:52.610 --> 02:06:55.930

Cooper City Hall: you're not listening to what I'm saying again.

759

02:06:55.950 --> 02:07:24.980

Cooper City Hall: people are living paycheck to paycheck, and don't have money in the bank. They need as much time as possible for us. We can put out a statement in a day about, and we have a pio that's sitting right here, and we can put out a statement in a day about how the sky has changed color. We can put out a statement in in it by the end of the week, saying, this has occurred through no fault of anyone's. We understand this is an issue

760

02:07:25.000 --> 02:07:41.230

Cooper City Hall: we found out about it. We are in the process of correcting it. This is going to take some time to correct, but to give you as much notice as possible, so that way you can prepare. If you are indeed affected by this.

761

02:07:41.470 --> 02:07:47.919

Cooper City Hall: please know that this is possibly coming down the pike. And this will potentially

762

02:07:47.930 --> 02:07:58.669

Cooper City Hall: affect you. That's yeah, absolutely. And after our meeting today and discussion, we had, we already drafted that statement, and we're working on it so soon it will be posted.

763

02:07:59.170 --> 02:08:02.400

Cooper City Hall: Thank you for saying that. So that's that's one.

764

02:08:02.610 --> 02:08:10.700

Cooper City Hall: And your one of your slides with the what? How many of, however, millions of dollars, that it's going to take us to

765

02:08:11.590 --> 02:08:19.380

Cooper City Hall: replace everything with the 7 8 million dollars that we've lost. If we just replace

766

02:08:19.460 --> 02:08:32.320

Cooper City Hall: the initial ones that have no read or paying for the rest. Practically. I mean, it's ridiculous that I have to say that. But unfortunately, that's what's happening, and that's the truth.

767

02:08:32.690 --> 02:08:36.139

Cooper City Hall: So I mean, if we just immediately do those.

768

02:08:36.210 --> 02:08:49.890

Cooper City Hall: And I believe it was Commissioner Katzmann that said it. And 100%, we need to say, do if we have a 3%. No, read immediately. This needs to get taken care of

769

02:08:49.950 --> 02:08:57.020

Cooper City Hall: because this cannot happen again. because a this is a consumptive use.

770

02:08:57.120 --> 02:09:02.010

Cooper City Hall: So people are using this water. This needs to be paid for.

771

02:09:02.240 --> 02:09:08.090

Cooper City Hall: We are paying to take this out of the ground to treat it, etc.

772

02:09:08.390 --> 02:09:10.199

Cooper City Hall: They are paying to use it

773

02:09:11.600 --> 02:09:28.250

Cooper City Hall: absolutely, and that's why, we'll put them on first phase to address them immediately at your discretion. Right? So we need to. I don't know if this this needs to happen at a future meeting. If this needs to be on a future agenda, at what threshold it needs to be at. But it needs to be at

774

02:09:28.410 --> 02:09:36.470

Cooper City Hall: the lower threshold the better that way everyone is in agreement that the minute it hits whatever percent that

775

02:09:37.410 --> 02:09:43.739

Cooper City Hall: it's immediately brought to everyone's attention, and it's flagged. And this does not happen again.

776

02:09:43.760 --> 02:09:54.279

Cooper City Hall: And if we have any kind of piggyback, which is what we usually as a municipality, we tend to piggyback

777

02:09:54.610 --> 02:10:02.819

Cooper City Hall: on contracts, because that's usually how we get good deals because we're a little fish in a big pond.

778

02:10:03.590 --> 02:10:04.740

Cooper City Hall: So

779

02:10:04.950 --> 02:10:13.449

Cooper City Hall: I'm not gonna yell at you because I understand that you could not put wording into a piggyback agreement.

780

02:10:13.490 --> 02:10:23.930

Cooper City Hall: But then the same exact thing is going to happen, so we cannot, piggyback. You were talking to me about getting

781

02:10:24.140 --> 02:10:55.249

Cooper City Hall: leftovers for lack of a better word, and those that's my word, not yours, that Fort Lauderdale had, though other meters that that Fort Lauder or someone had meters. It was not me. It was about the contractor who installed the meter and provided the meter to the Broward County. If we were county had extra meters. No contractor have a contract in place with Broward County to provide them meters.

782

02:10:55.260 --> 02:11:13.100

Cooper City Hall: so they're going to honor the same price because it's been already solicited. And we can utilize that contract. Okay? So we can come up with new agreement with that supplier and said, Hey, say, honor, the same pricing. We're willing to buy it from you. Okay, so now with that being, said, Jacob.

783

02:11:13.520 --> 02:11:31.740

Cooper City Hall: we're going to have an issue. But it's not a question of time. It is because I'm losing revenue because I have 0 usage on several 100 homes, several 1,000 homes. But

784

02:11:32.150 --> 02:11:37.170

Cooper City Hall: we are falling in the same rabbit hole, because

785

02:11:37.660 --> 02:11:47.000

Cooper City Hall: if these fall by the wayside and they all go blank 6 months after we have them, or a year and a half after we have them.

786

02:11:47.210 --> 02:11:51.539

Cooper City Hall: I cannot add, or can I? Because I am not an attorney?

787

02:11:51.620 --> 02:11:53.369

Cooper City Hall: Can I add

788

02:11:53.690 --> 02:12:02.089

Cooper City Hall: anything to a contract? If I'm piggybacking piggy back, piggy back? I don't even know how to.

789

02:12:02.600 --> 02:12:23.690

Cooper City Hall: I'm not even touching that one. If I'm when we utilize the contract. Thank you. Cured by another governmental agency, we are taking that contract on the terms and conditions that were negotiated and procured by that agency. So then I cannot add anything to that. So then I'm falling down the same rabbit hole. So then, if anything goes wrong.

790

02:12:23.760 --> 02:12:40.169

Cooper City Hall: someone in 4 years, not necessarily. You is going to play the same exact clip of tonight, and then the one of 2 years ago going look! History is repeating itself. So how do we avoid that?

791

02:12:40.170 --> 02:12:52.579

Cooper City Hall: We have this agreement from 2,017, which is a piggyback of a citrus county agreement which is useless to us. Well, I'm not about prepared to say that tonight. I'm not prepared to say that it's useless tonight. I think there may be some opportunity to recover under that contract.

792

02:12:52.580 --> 02:13:15.839

Cooper City Hall: We're looking at. Unlike an attorney we're looking at. There. There are warranty issues. You heard Hamid during the course of his presentation. Present potential breach and default issues, as it relates to how that contract was implemented and the vendor's performance. We are leaving all options on the table, Commissioner. I would like the opportunity to continue with our analysis from a legal perspective to the extent that there is an opportunity to pursue something either against Mueller as the manufacturer.

793

02:13:15.850 --> 02:13:20.549

Cooper City Hall: Ferguson as a distributor, or any other party that might have some interest in that agreement.

794

02:13:22.270 --> 02:13:26.300

Cooper City Hall: if I may, I'd like to make some clarification.

795

02:13:26.470 --> 02:13:37.510

Cooper City Hall: commission lousy! Those are not old meter that we are processing. It's brand new manual meter come with a new warranty. The type is different

796

02:13:37.920 --> 02:13:54.389

Cooper City Hall: just for the record. I'm clarifying that if we're going to buy something from other, you know, suppliers towards manual meter. So it's not meaning they're old meters. No, I didn't think that they were old. I knew that they were new, but I'm referring to. If there's an issue

797

02:13:54.640 --> 02:14:05.730

Cooper City Hall: like we have, we have issues with the the meters that were having issues with. We purchased them new, but because there was no wording in the contract to cover us

798

02:14:05.850 --> 02:14:18.769

Cooper City Hall: then, or we don't know then we're also investigating it with the Us. So, but because you're saying that because they're manual meters. We should not in theory have any issues.

799

02:14:19.030 --> 02:14:29.320

Cooper City Hall: less issues, less issues. And we don't have issue with 25 years meter that are on the ground or keep billing them. So then we should be okay. I think that's the best justification for it.

800

02:14:29.820 --> 02:14:40.310

Cooper City Hall: Okay, then, thank you. There might be bloc broken glasses. Those are one year one there. We can address it quickly, but they're not failing. They'll keep counting.

801

02:14:40.330 --> 02:14:52.170

Cooper City Hall: Okay, so then it makes me feel better. Thank you. Alright. So what we have based on every all of the discussions that we've had here thus far. We know that we have broken meters. We know that as of right now.

802

02:14:52.210 --> 02:15:13.700

Cooper City Hall: at a minimum, we have lost in terms of revenue 1.6,000,001.8 million dollars. You're dating. Go going back to 2,019. I know that's a year, 7 million going back. Well, 1 1.8 million dollars a year. What I said was 1.8 million dollars a year going back to 2,017 or 19, I think I heard you say 19

803

02:15:15.290 --> 02:15:32.819

Cooper City Hall: installation will completed in 2,019 for okay. So going back to 2,019, and I do recall when we, the meters that we have in place, now that we we purchase as a result of the

804

02:15:33.340 --> 02:15:37.579

Cooper City Hall: other meters that we had. I know that we, the city.

805

02:15:37.930 --> 02:16:03.160

Cooper City Hall: did follow lawsuit, or had a lawsuit against the manufacturer, and I think at the end of the day what we per the money that we put out for those meters, we weren't able to recover a whole lot. Please correct me if I'm wrong. A portion you may recall that was a vendor at a boulder. Colorado metron 40. Yep, and I believe the city recovered somewhere between 260 and $300,000 at the time. I don't remember the exact amount

806

02:16:03.160 --> 02:16:11.260

Cooper City Hall: right, but we had. We had mounted the amount and dispute was just short of a million dollars, right? So out of a million dollars that we're we were fighting for.

807

02:16:11.260 --> 02:16:20.819

Cooper City Hall: And this commission got about 200,000 and some change. So potentially. And I'm not their lawyer here. But the potential is

808

02:16:20.910 --> 02:16:38.489

Cooper City Hall: if we're gonna go down. The the likelihood is that we're gonna go down that same path to recover as much of the loss that we that we can. I'd like to. Folks really focus on. Okay, we know where we're at. We know that we have meters that we have to change out.

809

02:16:38.520 --> 02:16:48.610

Cooper City Hall: But I'd like to hear from the Commission very quickly, because we still have a lot of items. And I wanna make sure that we that we get to those items I'd like to hear from the Commission

810

02:16:48.780 --> 02:17:08.319

Cooper City Hall: in terms of direction for the Staff Commissioner. Shrouder. I know that you had mentioned running reports or having a protocol or policies in place to ensure that hopefully, this doesn't happen again. I agree with that. I think that what I've heard the staff say is that you all are running these reports already.

811

02:17:08.530 --> 02:17:19.560

Cooper City Hall: daily, right? And so we know that that's going on. We know that there's communication going on between the utilities and the the building department. And we know as of right now.

812

02:17:20.049 --> 02:17:22.589

Cooper City Hall: hopefully, the things that you all are doing now

813

02:17:22.639 --> 02:17:28.460

Cooper City Hall: is going to mitigate any future.

814

02:17:28.469 --> 02:17:34.870

Cooper City Hall: challenges that we have as it pertains to the water meters. What I like to focus on with the Commission is.

815

02:17:35.580 --> 02:17:43.830

Cooper City Hall: what do we? What are you all in terms of direction? Are we purchasing the the the meters that we have identified, that

816

02:17:43.840 --> 02:17:54.350

Cooper City Hall: our fault? We have to get rid of them. What's the what's the what's the consensus of this commission in terms of direct and staff cause? We know we have to direct staff in agreement. Yup.

817

02:17:54.580 --> 02:18:24.480

Cooper City Hall: I will speed up on a few of the other items if you'll indulge me just an extra second on this. Not a literal second, but couple of things. II want to apologize. Jacob Jacob, you began that item,

and that's the reason why it started with you. When I'm trying to find the video. But it really I really no, no, I'm just trying to say I wasn't trying to say it was an issue with Jacob's work product. It was okay. So that out of the way, real quick email

818

02:18:24.750 --> 02:18:32.589

Cooper City Hall: that I sent December 20, third, 2022 to our finance director and our billing person, including Alexis.

819

02:18:32.780 --> 02:18:34.090

Cooper City Hall: Hi, Erin.

820

02:18:34.340 --> 02:19:01.110

Cooper City Hall: Do we know slash? Can we run the report on how many 0 reads there were last billing cycle? In addition to the picture I sent you. Both my office meters had 0 reads when I looked at my office meters. One of them was blank, the other one had numbers on it. I suspect we have a widespread issue with our utility billing, and we are probably losing thousands of dollars. So I said that right? I guess we missed the 0 reads. But the other thing that Staff hasn't told this commission, and I think we should tell this commission is we're also notified by the State of Florida.

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02:19:01.500 --> 02:19:07.949

Cooper City Hall: The city was notified by the State of Florida that we had that we had. We were pulling more water out of the ground

822

02:19:08.030 --> 02:19:16.089

Cooper City Hall: than we were billing for, and they thought our pipes were leaking. I am not aware of such a report. We have to submit the water loss

823

02:19:16.120 --> 02:19:35.140

Cooper City Hall: to the software or management industry might have predated you or might not have been involved within the last 2 years. What you're introducing tonight is that the city received

824

02:19:35.330 --> 02:19:37.419

Cooper City Hall: notification from the State

825

02:19:37.559 --> 02:19:56.949

Cooper City Hall: that we were not. We were not billing for the water that we're pulling out of the ground, and it came into the city who did it go into, I believe, went to the city man. Not not Mister Reglesten. I believe it, mister. We did. You hear about that. Okay.

826

02:19:57.310 --> 02:20:17.160

Cooper City Hall: I I'll get a copy of it. But it it either went to the utility director or to, if I may. when we submit a water loss report. If it's more than 10%, the State will send an email to the utility and ask for justification and reason for it. We submitted last year.

827

02:20:17.160 --> 02:20:30.120

Cooper City Hall: and the percentage of our loss last year was 18. So we found that the issue of meter and start communicating with the State on that time. I'm not sure if the case that you're referring to

828

02:20:30.340 --> 02:20:35.209

Cooper City Hall: you. So the state you received notification from the State last last year

829

02:20:35.260 --> 02:20:58.160

Cooper City Hall: we submitted to by the lolly have to submit our report, which you know. Soon we have to submit again, our annual water loss report to the State. Okay. So we submitted that to the State, yes, to the South Florida water management district. And Ev. Is it is it customary for the State to submit notification to the cities announcing to the cities.

830

02:20:58.360 --> 02:21:16.100

Cooper City Hall: I would imagine, Llamoka would email with us, or they may put the fine on some utility. But that doesn't mean much. So, Mr. Hamid. Do. Does the city have to submit? I would imagine the city has to submit a notification to the State, saying, we have consumed

831

02:21:16.120 --> 02:21:24.390

Cooper City Hall: X amount of gallons of water, and then the State comes back and says, Hey, based on this notification.

832

02:21:24.800 --> 02:21:33.089

Cooper City Hall: the size of your city, the number of meters you all are. You? All are deficient by 10 to 20%.

833

02:21:33.700 --> 02:21:52.699

Cooper City Hall: Is that is that again, I I'm not sure about. Which specific report, or you know, email from the State Commissioner Shadow referring to. But the process for us is to submit the water loss. Report to them. And then, you know. Explain what? Why we're standing at certain rate right now.

834

02:21:52.700 --> 02:22:07.489

Cooper City Hall: and sometimes in some cases, they may ask, you need to do some. You know, loss of study or leak detection. Study, none of this being enforced to us as of yet, because we had open communication with them, and we were required to provide justification to them.

835

02:22:07.650 --> 02:22:16.760

Cooper City Hall: And so what might, getting back to where Commissioner Green wants to lead us the action? One of the things I would ask is that the City Commission be notified.

836

02:22:16.970 --> 02:22:32.489

Cooper City Hall: In the event the State of Florida is required, or South Florida water management district is requiring justification as to our losses. So if we're getting a threshold amount where? Where our city is having to report to the authority who regulates it, I think that the Commission should get notification of that.

837

02:22:32.530 --> 02:22:50.410

Cooper City Hall: and I agree with that Commissioner shrouder. But you apparently you got notification, hey? You did. We didn't, and told about notification, and I was told that. So when did? When were you told? What were you told, and what would you? What did you do with that information? Because we, as a collective body

838

02:22:50.510 --> 02:22:56.270

Cooper City Hall: was not notified of that information that you had received. So you you could see I was, this is 20

839

02:22:56.810 --> 02:23:13.159

Cooper City Hall: 2022. I'm writing. I suspect we have widespread issue with our utility billing and probably losing thousands of that. So when I started inquiring because I was running the reports, they told me yes, the State also noted, you know, and and then it launched into trying to get these.

840

02:23:13.210 --> 02:23:42.489

Cooper City Hall: I think the Commission appreciates the fact that that information you were able to get that information. I like where you're going in terms of the notification to the Commission in terms of you know, making us aware of of these issues? Ii like that.

841

02:23:42.760 --> 02:24:00.270

Cooper City Hall: Tell me what the give me some actions. Okay, so the rest. The rest of the action is, you guys have a plan here, and we know we have constraints. Whatever I would ask that you come up with, you know you say resources it might be, it might make sense to spend money

842

02:24:00.270 --> 02:24:24.879

Cooper City Hall: over time or whatever it is. I'd ask you guys to come up with a plan to implement this immediately. I'm not happy about putting manual meters in, but I don't know better way right now, and I think we gotta stop the bleeding. I you know it just blows my mind that we're gonna be doing that. But I think we have to do this sooner than later, and to to piggyback on what the other Commissioners are saying, especially Commissioner Mali. I would like the Communications Department

843

02:24:24.970 --> 02:24:32.350

Cooper City Hall: to start a plan on advertising this, because what's going to happen is we're going to all get hit, all my water. Bill jumped.

844

02:24:32.380 --> 02:24:41.840

Cooper City Hall: and they don't know that they haven't. So not just a simple thing on, on a bill or whatever. But we need to let them know that we do have a certain percentage of our meeters aren't working.

845

02:24:42.330 --> 02:24:45.400

Cooper City Hall: You know, we're working on a project to put them online.

846

02:24:45.620 --> 02:24:52.620

Cooper City Hall: you know. However, you want to do it. But that's so we don't get inundated with because we're gonna have. You know.

847

02:24:52.620 --> 02:25:21.899

Mayor Ross: II agree with that Commissioner shrouded. But and I'm sorry that we're kind of dominating the conversation. The 3 of us I wanna make sure, Commissioner Patzman, do you wanna weigh in on, or Mayor Ross, you've been very quiet. I'm sorry. I wanna make sure that you have an opportunity to make to where I'm sorry weigh in. II appreciate that, and I'll just say that. How many came up with a phase 1, 2, and 3 I believe Cfo agrees with that, as does the city manager. Let's follow phase one. To begin with.

848

02:25:22.170 --> 02:25:28.610

Cooper City Hall: Okay, Commissioner Katzmann. Yeah, that's what I was going to say. We have it in our our presentation here. I think we can.

849

02:25:29.150 --> 02:25:48.029

Cooper City Hall: I I'm comfortable supporting, and I don't. I don't like the idea of spending the money, but it's spending money to make make the money back. I agree. I wanted to say one other thing. I'm in agreement with everything that you all have said. I'm in agree in terms of the communication. I think part of the communication that has to go out is

850

02:25:48.390 --> 02:25:56.410

Cooper City Hall: to those residents that the city has identified. that have not been receiving a water bill.

851

02:25:57.760 --> 02:26:02.850

Cooper City Hall: They know that they haven't been pain for the water. right?

852

02:26:03.080 --> 02:26:13.130

Cooper City Hall: And so and yes, it's it's it's as a result of faulty equipment on the part of the city.

853

02:26:13.190 --> 02:26:15.559

Cooper City Hall: But what's not lost on me is that

854

02:26:16.810 --> 02:26:19.129

Cooper City Hall: our residents know.

855

02:26:19.240 --> 02:26:24.280

Cooper City Hall: hey? I haven't been paying my. The water. Bill hasn't been accurate.

856

02:26:24.740 --> 02:26:33.470

Cooper City Hall: and so I don't. I don't. I don't. Wanna I don't. The message. In my humble opinion the message, the message can't just be.

857

02:26:33.500 --> 02:26:46.350

Cooper City Hall: hey? The city? We didn't do our part, but resident, but to our residents, while we understand that this is goin, this may present a hardship, a financial hardship. To you.

858

02:26:46.680 --> 02:26:53.730

Cooper City Hall: What's not lost is that we that you haven't. I don't know how you say it in a very kind, polite way. But

859

02:26:53.980 --> 02:26:58.950

Cooper City Hall: the the harsh reality is that you haven't been paying your water bill or your fair share

860

02:26:59.130 --> 02:27:12.950

Cooper City Hall: of the water bill, and you've known that you haven't paid your fair share of the water bill, and you haven't notified the city that you haven't been paying your fair share of the water bill. And now it's come, it's caught up with you.

861

02:27:14.050 --> 02:27:21.240

Cooper City Hall: So I understand. I understand. We've got some accountability on our part, but so does the Resident.

862

02:27:21.930 --> 02:27:32.149

Cooper City Hall: so you may be correct on. In some cases people may know. I don't know if everybody knows, because when you get your water bill

863

02:27:32.240 --> 02:27:53.160

Cooper City Hall: it, you know there's different itemizations on there, there's the trash. There's recycling stormwater. So people might think, oh, yeah, I must have used less water this month and not know. I don't know. I'm not saying, Yeah, I think in some cases there would be people who would who would know. But I think in some cases people may may just not

864

02:27:53.160 --> 02:28:18.039

Cooper City Hall: but their bill, or even I know a lot of people who pay it automatically and don't even look right. And I would agree with that Commissioner Catsman. And I would I would say to you that if let's say these, the Resident that's been here 5, 6, 7, 10 years, they have a pretty good idea. If they're one of the homes that have been affected by the faulty water meter.

865

02:28:18.100 --> 02:28:23.740

Cooper City Hall: They have a pretty good idea in terms of what their water bill. I can tell you

866

02:28:23.750 --> 02:28:29.860

Cooper City Hall: what my water bill looks like, cause I pay it every single month. I can tell you what that looks like

867

02:28:30.080 --> 02:28:35.439

Cooper City Hall: for residents for, generally speaking, the residents to say, Oh.

868

02:28:35.810 --> 02:28:43.940

Cooper City Hall: good! Good gosh! I don't know what I don't know I my my water bill has gone down

869

02:28:44.180 --> 02:28:51.950

Cooper City Hall: right significantly, the water part of it. I'm not disagreeing that in some cases I'm just saying I don't think it's one size fits, all right, you know.

870

02:28:52.160 --> 02:29:05.159

Cooper City Hall: So I hear I know it's gotta be a well, it's gotta. It's not gonna be a perfect scenario. Everything's going to be different. We asked to add to, can we just have this plans, great and all that? But can we ask

871

02:29:05.360 --> 02:29:16.269

Cooper City Hall: or request that we get monthly updates or something like updates as to what's going on, because I just don't want to again. I feel so bad

872

02:29:16.380 --> 02:29:18.499

Cooper City Hall: not following, you know, time flies.

873

02:29:18.700 --> 02:29:29.360

Cooper City Hall: The next thing you know, I just want to make sure the Commission is getting updates on this on the installation thing involving. And Jacob will give us the updates on on his interpretation of the contract.

874

02:29:29.480 --> 02:29:33.420

Cooper City Hall: You guys will give us updates, I mean, at least significant things.

875

02:29:33.460 --> 02:29:34.659

Cooper City Hall: does that make sense?

876

02:29:34.870 --> 02:29:52.219

Cooper City Hall: Yeah. But I don't have a problem with that. Is there anything further? Because I know that we have a plan in place? Mr. Amide? Thank you. Mr. Williams, thank you for the information that

you provided to us. May Mayor Ross had indicated that you had come up with the phase, one phase, 2 phase 3. What I'm hearing

877

02:29:52.380 --> 02:29:57.960

Cooper City Hall: the the commission, the the general consensus, is that we want to move forward

878

02:29:58.070 --> 02:30:10.680

Cooper City Hall: with that freight with that first phase, is that correct? Yes, alright along. Alright excellent! So we so thank you, Mister and me. Thank you, Mr. Williams.

879

02:30:10.720 --> 02:30:15.559

Cooper City Hall: We'll come back next meeting with some proposals. Excellent.

880

02:30:16.500 --> 02:30:18.940

Cooper City Hall: Thank you. Mr. Speaker. Census.

881

02:30:19.190 --> 02:30:25.470

Cooper City Hall: Okay. Excellent. So, Mister Williams, you might as well stay up there because you're an ex budget to actuals.

882

02:30:25.480 --> 02:30:26.579

Cooper City Hall: No problem.

883

02:30:26.660 --> 02:30:36.169

Cooper City Hall: We're going to be looking to financial statements tonight for the 3 months ahead of December 30, first 2023. We've made tremendous progress in getting the financials updated.

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02:30:36.450 --> 02:30:46.329

Cooper City Hall: If you recall last month we brought to September 2023, and we're now bringing you 3 months further down the the fiscal year, as of December 30 first.

885

02:30:46.500 --> 02:31:00.280

Cooper City Hall: and in our next meeting in April I'll be bringing financials updated through the end of February 2024, and at that point will be up to date, and all accounts will be reconciled and up to date. So we're making very, very good progress

886

02:31:00.890 --> 02:31:04.800

Cooper City Hall: if we, if we can turn to the financial report on page one.

887

02:31:05.190 --> 02:31:17.160

Cooper City Hall: The the one thing I wanted to point out on page one is that our unassigned fund balance, which is our balance available to meet obligations of the city is $35,362,000.

888

02:31:17.470 --> 02:31:24.980

Cooper City Hall: Now of that, 58%, or approximately 20 million is the is the ad valorem property taxes that we've collected.

889

02:31:25.050 --> 02:31:30.789

Cooper City Hall: As we all know. You know, most of that. Most of that property tax revenue comes in the months in November and December.

890

02:31:30.890 --> 02:31:35.200

Cooper City Hall: Commissioner Green. I was just wondering in the.

891

02:31:35.430 --> 02:31:43.599

Cooper City Hall: in the interest. Is there any way, if if and if no one's objecting to it to postpone or just move past the financials.

892

02:31:44.500 --> 02:31:53.840

Cooper City Hall: That's if that's a good, if that's the consensus, Mayor Ross, are you? Okay with that? Absolutely. That's fine.

893

02:31:53.980 --> 02:31:57.170

Cooper City Hall: Thank you, Mr. Williams, you're welcome. Yup.

894

02:31:57.340 --> 02:32:15.980

Cooper City Hall: alright removed. Is there a motion to approve the item?

895

02:32:16.340 --> 02:32:21.939

Cooper City Hall: Is there a second move. Okay. Moved by Mayor Ross, second by Commissioner Shrouder.

896

02:32:22.020 --> 02:32:23.029

Cooper City Hall: Call the vote

897

02:32:23.970 --> 02:32:30.720

Cooper City Hall: Commissioner Malos. Yes, Commissioner Catsman, Commissioner Schroeder, Commissioner Green, Mayor Ross. Yes.

898

02:32:31.730 --> 02:32:35.300

Cooper City Hall: alrighty. And so

899

02:32:36.260 --> 02:32:38.689

Cooper City Hall: first one that we was 10. Item 10.

900

02:32:39.230 --> 02:32:42.930

Cooper City Hall: Okay, I put the Mr. Eggleston. Did you want to?

901

02:32:42.940 --> 02:32:45.869

Cooper City Hall: I think you wanted we had one business item

902

02:32:45.890 --> 02:32:53.089

Cooper City Hall: that you wanted to move up. II did okay with moving up. Item

903

02:32:53.110 --> 02:33:08.870

Cooper City Hall: number 20. That's the motion to award a 3 year Co make consensus to move that up.

904

02:33:08.870 --> 02:33:33.720

Cooper City Hall: Is that okay? To move them forward? Okay, so item number 20, we're gonna move it up. And then we will go back in the order 1516, 1710 and 14. That was the original order. But we're gonna for time for this gentleman here, so we can get him out of here. We're gonna move up to item motion to award a 3 year co-manage information technology services contract to and corporation.

905

02:33:33.720 --> 02:33:34.320

It

906

02:33:34.320 --> 02:33:36.759

Mayor Ross: is there a motion so moved.

907

02:33:37.060 --> 02:33:43.450

Cooper City Hall: motion by Commissioner Katzmann and moved by Mayor Ross, Commissioner Katzmann?

908

02:33:44.500 --> 02:34:05.769

Cooper City Hall: I'd like to hear that if he hasn't. as the Commission is aware, and as our staff reports, this is a project we've been working on for some time, we're excited to bring it forward to the Commission. Feel as if it's really an opportunity for us to

909

02:34:05.770 --> 02:34:18.349

Cooper City Hall: really build a nice hybrid environment. Obviously, we're gonna continue to have the great work of of John Lopez here. In our office, also partnering through this Rfq. Process, with which

910

02:34:18.350 --> 02:34:31.740

Cooper City Hall: really excelled through the evaluation committee process, and is is one of really the strongest vendors in the world of of it. Services particularly for municipal government.

911

02:34:31.830 --> 02:34:35.160

We do have funding, as was pointed out

912

02:34:36.110 --> 02:34:47.379

Cooper City Hall: available for this this hybrid implementation, and both the Evaluation Committee and Staff and myself would recommend commissions approval.

913

02:34:47.730 --> 02:34:51.459

Cooper City Hall: Thank you, Mr. Nicholson. Commissioner Catsman. I think it's

914

02:34:51.620 --> 02:35:00.069

Mayor Ross: Mayor Ross nothing at this time other than thank you to Jonathan Lopez for doing what he did tonight and getting me on virtually

915

02:35:01.200 --> 02:35:12.790

Cooper City Hall: Commissioner shrouder. Yeah, I'm voting with the I'm voting for this solely on your recommendation. This is the manner. And so, thank you, sir. You know you won't be disappointed because it is an increasing cost. But

916

02:35:12.860 --> 02:35:14.460

Cooper City Hall: you know it's on you.

917

02:35:14.800 --> 02:35:24.230

Cooper City Hall: Yup, I will find you, even if you're another place. And now you play video. If you're wrong, Commissioner Malos

918

02:35:24.680 --> 02:35:26.279

Cooper City Hall: call the vote. I'm good

919

02:35:27.220 --> 02:35:33.370

Mayor Ross: Commissioner Melosie. Yes, Commissioner Catsman, Commissioner Shrouder, Commissioner Green, Mayor Ross. Yes.

920

02:35:33.690 --> 02:35:49.610

Cooper City Hall: and Commissioner, I should have introduced. This is Bill Piper with. And so, Bill, thanks for coming to join us today. Thank you, Mr. Piper. Yes, sir, thank you. Have a great that wasn't directed towards you. I never get the it. People upset at me. Yes, sir.

921

02:35:49.670 --> 02:36:04.090

Cooper City Hall: alright, ladies and gentlemen, we're gonna go back to Item number 15 that was pulled off of the it was (151) 617-1014.

922

02:36:04.170 --> 02:36:16.550

Cooper City Hall: But I'm I'm doing it in the order that it was pulled off of the that. It would that it came off. It was 1516, 17, 10, and 14, I think, commissioners.

923

02:36:16.730 --> 02:36:24.159

Cooper City Hall: Mr. Eggleston had wanted 1516, 17 point of information. 17 was not included 15 and 16 were.

924

02:36:24.990 --> 02:36:27.309

Cooper City Hall: so 17 is the regular agenda Commissioner.

925

02:36:27.580 --> 02:36:52.260

Cooper City Hall: Oh, okay, so we're gonna so this is okay. So that my apologies. So the consent agenda was 15 and 16 correct. So let's go 10. Okay, my apologies number 10, which was a motion to approve of first amendment to the the design, construction and maintenance of bus stop improvements. Agreement broward county public works either Mr. Eggleston or

926

02:36:52.410 --> 02:36:57.420

Cooper City Hall: Mister Tim. But I like, I wanna know. Is there? Is there a motion

927

02:36:57.910 --> 02:37:10.370

Cooper City Hall: moved by Mayor Ross? Is there a second? Yeah, I pulled it. Can I? Just ask real quick, or tell you guys? Why, I pulled it. This is an agreement, for the county wants us to, you know. Pay to to

928

02:37:10.720 --> 02:37:18.380

Cooper City Hall: maintain the the benches they put in. I just want to know if we could defer it till I could look into it more on the actual cost. It's costing us to do it.

929

02:37:19.110 --> 02:37:27.329

Cooper City Hall: and it's I don't think it affects anything timing wise to defer it. Besides, maybe Broward County. But does it affect us?

930

02:37:27.520 --> 02:37:38.050

Cooper City Hall: No, I mean our maintenance. I'll tell you right now. We empty the garbage cans twice a week and pressure clean them every once in a while. The only the only maintenance that we'd have to do on it.

931

02:37:38.250 --> 02:37:54.279

Cooper City Hall: That we're responsible for, like though the first ones that were put in at like the sports complex. The one on front of swelling got hit by a car. We just had to pay to have it fixed. So I just wanted to look more into our financial obligations before we agreed to do it for the county.

932

02:37:55.000 --> 02:38:23.990

Cooper City Hall: So okay, no, no. The county put them in. And then they said, Oh, we'll put them in with that penny money, but you gotta maintain them now the county is with everything right. So we agreed to do 6 of them. Now there's 20 total. So before we agree to the additional 14, I wanna look into it and see if we wanna do. Otherwise we'll tell the county. You do it through your penny. So there's 20. So there's currently 20 bucks

933

02:38:23.990 --> 02:38:30.040

Cooper City Hall: and 2,000 21, and installed 14 more with the city's permission.

934

02:38:30.860 --> 02:38:40.680

Cooper City Hall: And at that time with the when they installed them, did they? That would have a maintenance agreement. This is just an amendment. This is

935

02:38:40.700 --> 02:38:56.319

Cooper City Hall: agreement to the the original amendment that we got maintenance agreement, right? So when we took possession of the additional 14, we agreed, then, that we were going to maintain them. Yes. Okay, well, maybe verbally. But we didn't really agree. Yeah, they never brought this agreement forward.

936

02:38:56.770 --> 02:39:00.979

Mayor Ross: We've been maintaining them since that.

937

02:39:01.100 --> 02:39:07.189

Cooper City Hall: Yes, I don't wanna do it. Okay? So we've been maintaining them. Yes, we didn't pay to install them.

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02:39:07.280 --> 02:39:19.260

Cooper City Hall: I don't know. I wasn't involved in that, so I don't know if we paid a diet, paid any money, and I don't believe that we did. I think we paid the initi. It was the first 6 that we paid for I don't remember anything about this. This, this 14.

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02:39:19.390 --> 02:39:29.019

Cooper City Hall: Okay, so alright. So there was a motion made by Mayor the mayor. Mayor Ross. There wasn't a second. So

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02:39:29.250 --> 02:39:45.340

Cooper City Hall: that motion died. What was the motion? The motion was to approve this first amendment to the design, construction and maintenance of the bus stop improvements. Agreement. Yeah, we can move it if we need to. So you so is, so am I. Hearing a motion to table this until

941

02:39:45.940 --> 02:40:00.700

Cooper City Hall: withdraw motion. Is there a motion to table? Item number 10, can I just ask a clarification before we do that? Yeah. So so cause I just wanna make sure I understand correctly. So we

942

02:40:01.280 --> 02:40:14.700

Cooper City Hall: we the county Al already has installed 20 bus shelters. Correct. We have a contract that says we will maintain 6 of them. We don't have a contract that says we will maintain 14 of them

943

02:40:14.840 --> 02:40:16.630

Cooper City Hall: if we additional 14,

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02:40:17.820 --> 02:40:24.120

Cooper City Hall: the additional 140, there's a total of 20 right? So 6 plus 40. Yeah. So so if we

945

02:40:24.210 --> 02:40:25.839

Cooper City Hall: act and approve

946

02:40:26.210 --> 02:40:33.600

Cooper City Hall: agreement, we are saying, we will take care of them. Correct from here on out. If we decide that we don't approve this.

947

02:40:33.640 --> 02:40:38.259

Cooper City Hall: Then the shelters are kind of in limbo, you know the county

948

02:40:38.890 --> 02:40:56.399

Cooper City Hall: do. They have to? My understanding is they do have to confirm that, but I believe they do. They install the shelters. They own the shelters, so is there a motion to table this item?

949

02:40:56.490 --> 02:41:01.829

Cooper City Hall: Yeah, I'll move to table it. Move the table by Commissioner Schrouter. Is there a second

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02:41:02.150 --> 02:41:05.430

Cooper City Hall: second second by Commissioner Katzmann?

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02:41:05.660 --> 02:41:12.990

Cooper City Hall: Any further discussion? Call the boat Commissioner. Is it tabled to a date? Certain or just

952

02:41:13.090 --> 02:41:27.810

Cooper City Hall: so, Mr. Eagleson. How long would it take? Or Mister Tim, Mr. Fleming? How long would it take for information to come back from the county, which language that says that they

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02:41:27.830 --> 02:41:29.360

Cooper City Hall: well, so

954

02:41:30.910 --> 02:41:40.989

Cooper City Hall: I think, what I think, what I've heard the Commission say is, we don't want to pay to maintain the 14. I just want a couple of meetings to be able to look and see what it's gonna cost us.

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02:41:41.140 --> 02:41:42.890

Cooper City Hall: And so

956

02:41:44.240 --> 02:41:46.170

Cooper City Hall: so by tabling this

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02:41:47.840 --> 02:41:59.930

Cooper City Hall: we're doing, we're going to ask public works to determine what it's gonna cost us to maintain them. That's question number one. and then question number 2.

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02:41:59.950 --> 02:42:03.009

Cooper City Hall: Are we expecting,

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02:42:03.350 --> 02:42:06.019

Cooper City Hall: some notification from

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02:42:06.270 --> 02:42:30.620

Cooper City Hall: Broward County that says we install them? You are now going to maintain them. We we could. We could certainly ask Jacob to to read the thing. I'm okay with them pulling the garbage, going to pick up the garbage from the things, but I just want to look and see before we are committing to, you know, when a car hits them, having to replace them, like, you know, before we commit to significance, you know.

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02:42:30.900 --> 02:42:35.830

Cooper City Hall: you know. Obligation. Yes, it would be nice if Jacob can give us our options legally.

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02:42:36.250 --> 02:42:47.499

Cooper City Hall: and public works can tell us, hit historically what it cost to replace it. Oh, you're not going to. I can try and see if we can pull up the invoice from the for the one that got hit.

963

02:42:47.600 --> 02:42:55.730

Mayor Ross: Question on that one. Why did we not segregate against the

964

02:42:55.780 --> 02:42:57.470

Mayor Ross: negligent driver?

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02:42:59.080 --> 02:43:25.279

Cooper City Hall: That's another topic. So a. And I appreciate that Mayor Ross. Certainly do appreciate the attorney and you. We have. There's there's a motion to table this I don't. Wanna I don't want us to to to continue on this issue. There's a motion to table it. I think we were asking for time certain. When is it gonna come back, Mr. Eccleston, or just to say in in a meeting in the near future, in the neat okay, that's fine. Call the vote

966

02:43:26.410 --> 02:43:33.390

Cooper City Hall: Commissioner Malos. Yes, Commissioner Catsman, Commissioner Shrouder. Yes, Commissioner Green. Mayor Ross. Yes.

967

02:43:33.510 --> 02:43:38.850

Cooper City Hall: all right. Thank you. Moving on to item number 14. Motion to approve

968

02:43:39.000 --> 02:43:57.399

Cooper City Hall: basketball, volleyball pickleball court lighting quotation, dated January 20, fifth, 2024, under Sourcewell contract for sport, lighting solutions with related technology, equipment and services in the amount of $170,000 with Musco sports light Llc. Public works.

969

02:43:57.590 --> 02:44:06.349

Cooper City Hall: That's their item. Did you all want to hear the report? The staff report prior to making a motion to approve or not approve.

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02:44:06.460 --> 02:44:09.919

Cooper City Hall: What? What can I give you my hesitations? And maybe they can clear it up.

971

02:44:10.170 --> 02:44:27.760

Cooper City Hall: Sure. Go ahead. Okay. So the I was just concerned. When I looked at this. It it says there's like an invoice. It says basketball volleyball pick, of all, course, lighting and you know I couldn't find the pricing on that contract when when you go to the contract.

972

02:44:28.000 --> 02:44:38.029

Cooper City Hall: When you refer to the contract, I couldn't find the exact pricing. And this isn't really like broken down like basketball volleyball pickle ball. So I'm not sure. Is there like, you know, is it?

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02:44:38.060 --> 02:44:41.870

Cooper City Hall: You know, 50 lights. Are we

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02:44:41.880 --> 02:44:43.920

Cooper City Hall: approving? Are we approving

975

02:44:43.950 --> 02:44:51.499

Cooper City Hall: 40, you know. So like, if they didn't comply with the contract, I want to be able to say, Hey, you gave us a quote to do.

976

02:44:51.830 --> 02:44:55.719

Cooper City Hall: It's just not very. And the courts aren't designated.

977

02:44:55.810 --> 02:45:04.969

Cooper City Hall: Yeah, like, it's not like, you know, it says, Okay, you know. So you know me, I'm thinking, oh, we're gonna have an issue. They're gonna say, well, not the basketball there, but this one. And

978

02:45:05.100 --> 02:45:29.200

Cooper City Hall: and you know. So that's just kind of what I was thinking more from, I can. I can come back and I can have it broken down. Yeah, just so that we can basketball the pickleball side and the volley volleyball court. Yeah. And and you know, even if you did like it when you did with the painting if they did a map, and you know and then I think it said that the what we went off of was 5 over cost or something

979

02:45:29.560 --> 02:45:42.610

Cooper City Hall: correct. And this isn't you. This is really procurement. II would just hope that somebody checks these things because it's like, I don't know what that is, you know, like it just says 5% of a cost. I'm gonna get like a price like this, like 1 70.

980

02:45:43.050 --> 02:45:55.640

Cooper City Hall: So so Commissioner Schrodinger, are you is there? Are you motioning to table this for Mr. Fleming to bring it back where it's getting more specific quote or more Eco quote.

981

02:45:55.650 --> 02:45:59.320

Cooper City Hall: Bring it back next meeting. Okay, so is there a motion to table this item?

982

02:45:59.480 --> 02:46:16.389

Cooper City Hall: Or if you guys want to do consensus consensus or you want, I mean, I can you know, if you want to approve it on Mister Horowitz? What's the best course in terms of really recommending motion to defer to the next meeting? Is there a second

983

02:46:16.750 --> 02:46:25.379

Cooper City Hall: second motion by Commissioner Shrouder, second by Commissioner Malos. Call the vote

984

02:46:27.040 --> 02:46:33.309

Mayor Ross: Commissioner Malos. Yes, Commissioner Katzmann, Commissioner Shrouder. Yes, Commissioner Green, Mayor Ross. Yes.

985

02:46:33.760 --> 02:46:47.069

Cooper City Hall: all right. Now we're at motion number 15. Discussion and possible action regarding temporary services for an interim. Director of Public Works. Administration, Mister Eggleston.

986

02:46:47.240 --> 02:46:56.589

Cooper City Hall: thank you, Commissioner Green. Yes, as was included in your packet, we do have a proposal here, and a recommendation from myself

987

02:46:56.700 --> 02:47:13.860

Cooper City Hall: again. Just to try and continue and bring on some additional resource for us. This person would be a temporary contracted professional service agreement through Gov. Temps, U.S.A. Slash Mgt.

988

02:47:13.910 --> 02:47:35.980

Cooper City Hall: And would work closely with myself and Tim Flan Fleming. As we work through the nationwide search currently underway for the Public Works Director, our hope is to have someone on

board in that role by June or July at the latest. And so this would really coincide with just allowing us to have some additional

989

02:47:35.980 --> 02:47:57.730

Cooper City Hall: resource available on Site day daily, every day, working through the many projects, some of which we've talked about today, including as well. Obviously the upcoming solid waste transition on April first, and and some of our other projects. So be glad to answer any questions related to the staff report.

990

02:47:58.580 --> 02:48:02.530

Cooper City Hall: Thank you, Mr. Eggleston. Mr. Eagleston. Mayor Ross.

991

02:48:02.680 --> 02:48:05.310

Mayor Ross: I have no questions I've moved to approve.

992

02:48:06.110 --> 02:48:21.539

Cooper City Hall: So this is Mayor Ross. We're this item is for discussion. I'd like to hear Wa allow for the rest of the Commission to weigh in actually discussion and possible action. That's why it was moved to the regular agenda.

993

02:48:21.590 --> 02:48:25.799

Cooper City Hall: I'll second for discussion. Okay? So a motion was made by Mayor Ross

994

02:48:27.270 --> 02:48:32.109

Cooper City Hall: to approve. Seconded by Commissioner shrouder.

995

02:48:32.490 --> 02:48:35.130

Mayor Ross: Mayor Ross. Anything further? No, sir.

996

02:48:35.750 --> 02:48:43.140

Cooper City Hall: Commissioner shrouder. Yeah, Mr. Eggleston, you know we had a similar thing with

997

02:48:44.070 --> 02:48:52.000

Cooper City Hall: utilities and one of my big concerns. There was that interim position. Our contract was not going to be handling

998

02:48:52.200 --> 02:49:04.049

Cooper City Hall: dealing with employees wherever they said they wouldn't take any responsibility, or Hr. Things, you know, if if that's not the case, and then I saw no use. Is this company, or whatever going to

999

02:49:04.370 --> 02:49:10.530

Cooper City Hall: be involved in? Yes, in the day to day, if you will. Okay.

1000

02:49:10.860 --> 02:49:14.939

Cooper City Hall: And, Jacob, if we approve this, you'll change this agreement to

1001

02:49:15.030 --> 02:49:17.170

Cooper City Hall: remove all the indoors. We will.

1002

02:49:18.640 --> 02:49:24.769

Cooper City Hall: I mean, II think, that they we have a lot of stuff going on in public works, and we need to probably be throwing resources at it.

1003

02:49:26.710 --> 02:49:31.149

Cooper City Hall: Well, I'm open to whatever. Thank you, Commissioner Katzmann.

1004

02:49:31.830 --> 02:49:47.330

Cooper City Hall: Yeah, thank you. I just briefly. I think you know, I want to thank Mr. Fleming for your leadership. For what? 9 months, however long. It's been I think we need help in that department because we need you need support.

1005

02:49:47.440 --> 02:49:58.380

Cooper City Hall: So you guys can have people sitting in the office, and then people doing the work. So II would support this but I just wanna let the team know that we do really appreciate your work.

1006

02:49:59.310 --> 02:50:01.630

Cooper City Hall: Thank you. Is there anything else? Commissioner Cassman?

1007

02:50:01.640 --> 02:50:05.370

Cooper City Hall: Yeah. Commissioner Malos.

1008

02:50:05.500 --> 02:50:10.560

Cooper City Hall: I think instead of hiring a public Works director, I think, for

1009

02:50:10.600 --> 02:50:18.970

Cooper City Hall: $60,000 for 12 weeks. You're putting someone in there that knows absolutely nothing about how this is run.

1010

02:50:19.440 --> 02:50:26.300

Cooper City Hall: You're putting them in the top position. Think, instead of that you should put someone in

1011

02:50:26.320 --> 02:50:30.449

Cooper City Hall: to help the person that's been running that position

1012

02:50:30.880 --> 02:50:33.220

Cooper City Hall: for the past several years.

1013

02:50:33.500 --> 02:50:50.960

Cooper City Hall: and then hire someone you want to hire someone to do that position, then actually hire someone. But the person that's been running that position that's been doing a pretty darn good job with no help, no mentorship, know nothing from anyone here whatsoever.

1014

02:50:51.720 --> 02:50:55.870

Cooper City Hall: Then give him an assistant, and have that person

1015

02:50:56.030 --> 02:51:06.050

Cooper City Hall: do something to help and take a load off of him, because you even have it in here that you have someone. You have 2 vacancies.

1016

02:51:06.170 --> 02:51:17.489

Cooper City Hall: So you've got him doing the job that he was hired to do. He's running public works director and capital projects coordinator. So he's running 3 positions.

1017

02:51:17.660 --> 02:51:22.450

Cooper City Hall: But he actually knows the city. He knows what he's doing.

1018

02:51:22.800 --> 02:51:28.769

Cooper City Hall: And you're gonna bring someone in from the outside that doesn't know what the city

1019

02:51:29.150 --> 02:51:34.090

Cooper City Hall: is. Does it know the people involved for 3 months?

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02:51:34.430 --> 02:51:39.480

Cooper City Hall: And you don't think that's going to be a cluster to the tenth degree.

1021

02:51:39.830 --> 02:51:44.830

Cooper City Hall: I think that's going to be a nightmare. and I think you're asking

1022

02:51:45.070 --> 02:51:47.560

Cooper City Hall: for I think it's going to be horrible.

1023

02:51:47.920 --> 02:51:51.299

Cooper City Hall: I think it's not only it's I think it's beyond ridiculous.

1024

02:51:51.310 --> 02:52:06.980

Cooper City Hall: I think it's a horrible thing to do. I think it's a slap in the face. And I think instead of doing this for $60,000, you're bringing someone in that doesn't know a darn thing. They may know public works, but you're bringing in a temp for 3 months

1025

02:52:07.470 --> 02:52:16.779

Cooper City Hall: that they need to. They're not going to be able to come in and get boots on the ground and run in and do know exactly what they're doing. They need time to acclimate.

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02:52:17.030 --> 02:52:21.150

Cooper City Hall: You have some one that is already acclimated, but needs help.

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02:52:21.160 --> 02:52:28.839

Cooper City Hall: So help that person do his job, and then you want to hire someone, then hire someone.

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02:52:30.280 --> 02:52:39.400

Cooper City Hall: But everybody's all about smackin down the person that's been doing the job. But no one's about helping the person that's been doing the job.

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02:52:39.590 --> 02:52:53.670

Cooper City Hall: So you want to hire someone. I'm not going to argue that point. Now be my guest. Hire someone in June. but bringing someone in now for $60,000. That doesn't know a thing about how this is run. I think that's

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02:52:53.770 --> 02:52:58.010

Cooper City Hall: ludicrous. and I'm done arguing my point.

1031

02:52:58.020 --> 02:53:21.219

Cooper City Hall: Thank you. Commissioner Malos, and I'll I'll weigh in on this. So Mr. Eggleston, currently, Mr. Fleming is the acting public works director. Is that correct? That is correct. Okay? So here's my, here's my take on it. I've heard, what the rest of my colleagues have said, I'm gonna weigh on, weigh in on this, and then we're gonna call the vote. There's no need to

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02:53:21.230 --> 02:53:23.620

Cooper City Hall: go back and forth.

1033

02:53:23.640 --> 02:53:41.900

Cooper City Hall: Ii agree with Commissioner Melozi. We have Mr. Fleming that's been serving as the acting director here in Cooper City, in our public Works Department as the as the acting public works. Director. Oh, II don't have a problem with bringing in

1034

02:53:41.990 --> 02:53:54.840

Cooper City Hall: these temporary services, Mr. Egleston, to support a number of things to support. What the city is currently doing in term in the Public Works Department

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02:53:54.890 --> 02:54:03.069

Cooper City Hall: to assist Mr. Fleming and you in terms of building out. I know that we're looking for.

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02:54:03.200 --> 02:54:23.509

Cooper City Hall: We're advertising for the Public Works position right? They can be a support to Mister Fleming. They can provide input direction. As to you know all things pertaining to this particular department. But II just

1037

02:54:24.720 --> 02:54:40.260

Cooper City Hall: my, my! My thing is we've got an individual that's in there doing the job. I'd like for him to have that opportunity to work with these folks. Then, when that when that cause here's what's going to happen after 3 months.

1038

02:54:40.560 --> 02:54:45.139

Cooper City Hall: that into that government temporary services, they're gonna go away.

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02:54:45.640 --> 02:54:47.909

Cooper City Hall: and we're still going to have Mister Fleming here

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02:54:48.080 --> 02:54:57.400

Cooper City Hall: along with whoever the whoever the next public Works director is going to be. And so this. Just my 2 cents call to vote

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02:54:59.290 --> 02:55:06.870

Cooper City Hall: Commissioner Malos, Commissioner Kaxman, Commissioner Shrouder, Commissioner Green, Mayor Ross.

1042

02:55:07.860 --> 02:55:14.550

Cooper City Hall: Okay. moving on to item number 16, is it? Hold on.

1043

02:55:14.740 --> 02:55:31.039

Cooper City Hall: item number 16 motion to approve and authorize an amendment to the Professional Service Agreement with Michael Aldridge for wastewater treatment, operation supervisory consulting services not exceeding $10,000.

1044

02:55:31.350 --> 02:55:40.470

Cooper City Hall: Oh, there is a motion by made by Commissioner Shrouder and seconded by Mayor Ross, Commissioner shrouder anything further.

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02:55:40.500 --> 02:55:42.320

Mayor Ross: Mayor Ross. No, Sir

1046

02:55:42.620 --> 02:55:49.100

Cooper City Hall: Commissioner Kassman. No. Commissioner Lozy. Call the vote Commissioner, Malos.

1047

02:55:49.430 --> 02:55:54.729

Cooper City Hall: Commissioner, Cassman, Commissioner Schroader, Commissioner Greene, Mayor Ross.

1048

02:55:55.260 --> 02:56:04.810

Cooper City Hall: All right. Regular agenda, item number 17. Discussion and possible action on renaming Flamingo Park after Michael Reardon, A. KA. City Mike

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02:56:04.870 --> 02:56:06.959

Cooper City Hall: Commission. This is a

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02:56:07.270 --> 02:56:11.429

Cooper City Hall: join adventure by Commissioner Shrouder.

1051

02:56:11.750 --> 02:56:29.329

Cooper City Hall: Commissioner Malos. So well, I need to hear that from Commissioner. Shrouder. Okay. Commission motion by Commissioner, shrouder. Second by Commissioner Malows at Commissioner. Shrouder. Yes. And and so basically I want to, you know.

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02:56:29.400 --> 02:56:31.770

Cooper City Hall: get everyone up. Here's a

1053

02:56:31.890 --> 02:56:38.690

Cooper City Hall: opinion or pulse on this. I knew City Mike, obviously for many years, because I grew up here.

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02:56:38.820 --> 02:56:46.210

Cooper City Hall: He was a resident for a long time. I'm surprised that with the office came out for this surprise. But

1055

02:56:46.370 --> 02:57:08.979

Cooper City Hall: yeah, well, II mean, yeah, I would think they would. He worked for the city, for, like you know, I think it was 23 years, almost almost 2 and a half decades and you know, he was a fixture. Obviously, we can't name Sue Ellen Park after him. But you know, I wanna know what you guys felt about naming Mingo Park after him.

1056

02:57:09.280 --> 02:57:23.390

Cooper City Hall: No, I wouldn't want to name the Park, because it was. It's I think I started with. I think it's confusing to have a flingo park and a flingo West Park, but I wanted to get what your guys opinion would be on naming the park after him.

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02:57:23.450 --> 02:57:25.590

Cooper City Hall: changing it from Flamingo part to

1058

02:57:25.870 --> 02:57:35.570

Cooper City Hall: Jerry Morgan.

1059

02:57:35.720 --> 02:57:39.050

Cooper City Hall: 26 for lived in the city for 40 years.

1060

02:57:39.200 --> 02:57:48.099

Cooper City Hall: volunteered for over 25 years. And I'm good with that

1061

02:57:48.910 --> 02:57:50.300

Cooper City Hall: Commissioner Katzmann.

1062

02:57:50.940 --> 02:57:53.870

Cooper City Hall: Yep, I appreciate.

1063

02:57:54.900 --> 02:58:00.450

Cooper City Hall: Oh, I'm sorry I'm I'm sorry. What Mayor Ross? My apologies, my apologies, Mayor Ross?

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02:58:00.950 --> 02:58:12.510

Mayor Ross: Not a problem. I'm if the motion is limited to merely changing Flamingo Park to the Michael Ruden or City Mike Park, whatever you want to call it, I'm in favor of that.

1065

02:58:13.230 --> 02:58:21.039

Cooper City Hall: Okay, thank you, Mayor Ross. I'm sorry. Commissioner Cassman, Commissioner Cast. That's okay. Ii am in favor of it. I want to make sure.

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02:58:21.400 --> 02:58:28.899

Cooper City Hall: because we had a an hour long discussion last meeting about renaming and II wanna make sure

1067

02:58:30.120 --> 02:58:41.009

Cooper City Hall: th. The the resolution was not, or the ordinance wasn't attached to this, but I believe we can follow section 7 of the ordinance, or section 2, 8, a. 7,

1068

02:58:41.010 --> 02:59:02.550

Cooper City Hall: that we we also need a unanimous vote, because the the date of passing was January eleventh, which is not 90 days. And you're correct, Mayor Commission. I have direction to bring back an ordinance reducing the duration of time from 90 days to 30 days. You'll see that for first reading on your next meeting

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02:59:02.550 --> 02:59:04.610

Cooper City Hall: this item also requires a resolution.

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02:59:04.610 --> 02:59:10.600

Cooper City Hall: So if the Commission intends to move forward tonight, I would ask for direction to bring back that resolution at your next meeting.

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02:59:10.600 --> 02:59:34.150

Cooper City Hall: which we will do if that resolution is adopted unanimously, it will be immediately implemented under the section that Commissioner Catsman just referred to, if not again, until that ordinance is adopted. There is still a 90 day requirement under your code. Again, if it is unanimous, it

would immediately take effect. II think we're going to be unanimous. I just want to be clear procedurally that we're doing this so that we can do it the right way. Yes, and and

1072

02:59:34.150 --> 02:59:42.190

Cooper City Hall: to Commissioner shrouded Point. Even the the day of the dog park. I had 3 the day we had the grand opening.

1073

02:59:42.280 --> 02:59:46.369

Cooper City Hall: I had 3 people come up to me saying that they had gone to Flamingo West

1074

02:59:46.540 --> 02:59:56.370

Cooper City Hall: because they were completely confused. You cannot have both, because people are are beyond confused, so the sooner the better

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02:59:56.500 --> 03:00:11.319

Cooper City Hall: to solve a couple of things to make the procedural thing right? Maybe we can just consensus if you guys are with it to bring forward a resolution, and then we'll be outside of that 90 days.

1076

03:00:11.920 --> 03:00:17.080

Cooper City Hall: It's like right on. He passed away.

1077

03:00:17.550 --> 03:00:29.740

Cooper City Hall: February of March. You're 2 days short. Okay? Alright, then. But again, if it's unanimous, it will take effect immediately. Correct.

1078

03:00:29.860 --> 03:00:33.470

Cooper City Hall: So I want to make sure we're talkin about the dog park.

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03:00:33.530 --> 03:00:44.309

Cooper City Hall: but I'm open to whatever suggestions, because the whole park is called from Ingle Park.

1080

03:00:44.470 --> 03:01:00.480

Cooper City Hall: So we're talking about the whole Flamingo Park, which is off of 50 Fifth Street, and we're not talking about Flamingo West Park. So if this passes, this is now going to be city mic, or whatever Mike Rodham Park and the other one will.

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03:01:00.480 --> 03:01:17.929

Cooper City Hall: the other part will still remain flamingo. Wes. Okay, no, please. I appreciate that. So, Mr. Horowitz. I believe that you have a unanimous decision. Consensus will bring back a resolution of your next meeting. Thank you. Very commission.

1082

03:01:18.170 --> 03:01:34.000

Cooper City Hall: Thank you. So do we? Okay? So there was a motion made by Commissioner Shrouder, seconded by Commissioner Malos, Mr. Horowist, do we still have to call the boat? If if well, you do have, I would call the vote. You do have a motion on the floor. Call the boat

1083

03:01:34.700 --> 03:01:51.210

Cooper City Hall: Commissioner Malos, Commissioner Katzmann, Commissioner Shrouder, Commissioner Green, Mayor Ross. All right. So we're at item number 18. This is the motion to approve the rest of the utilities department job descriptions, human resources

1084

03:01:51.780 --> 03:01:52.480

oops.

1085

03:01:53.240 --> 03:01:56.580

Cooper City Hall: Commissioner Green, can we take a buy job?

1086

03:01:56.960 --> 03:01:59.120

Cooper City Hall: Thought you weren't gonna take up? And and

1087

03:01:59.370 --> 03:02:14.390

Cooper City Hall: yeah, Commissioner Sharda, I'm gonna hold you to your word. So you said that if we had additional time on one end you were going alright. So there is there a motion to approve the rest of the utilities? Departments? Job descriptions.

1088

03:02:15.600 --> 03:02:23.730

Cooper City Hall: motion to approve motion by Commissioner Katzmann. Is there a second? I'll second the motion.

1089

03:02:23.940 --> 03:02:27.909

Cooper City Hall: I'll second the motions. Commissioner Katzmann.

1090

03:02:28.980 --> 03:02:33.739

Cooper City Hall: Mr. Nick, Nick, fan

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03:02:33.970 --> 03:02:35.920

Cooper City Hall: I just wanted to make sure

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03:02:36.380 --> 03:02:43.970

Cooper City Hall: you had a chance to review these, and I appreciate. Also, Miss Miss Regose, for tracking changes.

1093

03:02:44.240 --> 03:02:51.540

Cooper City Hall: Are you comfortable with the positions? Yes, we did review it and submit it, which are pro accordingly. before it gets published.

1094

03:02:51.880 --> 03:02:53.870

Cooper City Hall: Thank you.

1095

03:02:56.500 --> 03:03:01.570

Cooper City Hall: This is on. This is all of them. This is on all of them, Mister Hamid.

1096

03:03:05.340 --> 03:03:17.779

Cooper City Hall: all of them except Utility director, which is above my figurate. all of them, with the exception of which one Youtube directors Slash City. Okay, but that's not one of the ones listed here. Is that correct?

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03:03:19.710 --> 03:03:21.280

Cooper City Hall: It's a third from the last.

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03:03:22.990 --> 03:03:26.299

Cooper City Hall: Oh, the city engineer. One. Okay.

1099

03:03:26.590 --> 03:03:35.510

Cooper City Hall: Would you guys modify your motion and take that one out? Yup, absolutely. So let me let me back

1100

03:03:36.050 --> 03:03:40.900

Cooper City Hall: backtrack here. or a friendly amendment. Can I do a friendly amendment?

1101

03:03:40.980 --> 03:03:54.370

Cooper City Hall: I'll second the motion if Commissioner Shrouder's okay with it, just to pull the the utilities director one, so that we can have a discussion about that one individually. Okay.

1102

03:03:54.580 --> 03:03:58.930

Cooper City Hall: any further. Commissioner or Mayor Ross. No. Mayor Ross

1103

03:03:59.330 --> 03:04:00.150

Mayor Ross: done.

1104

03:04:00.780 --> 03:04:06.830

Cooper City Hall: Commissioner Kantzman. Oh, you made them. Okay. I second it, Commissioner. Shrouder my apologies.

1105

03:04:06.860 --> 03:04:09.359

Cooper City Hall: Mission or Melosse call to vote

1106

03:04:10.500 --> 03:04:15.009

Cooper City Hall: Commissioner Malos. Yes, Commissioner Katzmann. Yes, Commissioner Schroder.

1107

03:04:15.140 --> 03:04:15.830

collectively.

1108

03:04:16.500 --> 03:04:19.379

Mayor Ross: Commissioner Green. Mayor Ross. Yes.

1109

03:04:19.960 --> 03:04:28.949

Cooper City Hall: all righty. So now we're going to go back to the utilities coordinator position. Is there a motion to approve that job description.

1110

03:04:29.180 --> 03:04:32.959

Cooper City Hall: and I've raised my hesitation first, and then we might be able to make the motion to solve it.

1111

03:04:33.730 --> 03:04:47.170

Cooper City Hall: Yeah, like to hear that if you could, can you do me a favor?

1112

03:04:47.670 --> 03:04:56.670

Cooper City Hall: Alright. So the the one thing in here this is, I guess, really, for my colleagues. So we have in here. The city manager may relax any qualifications.

1113

03:04:56.910 --> 03:05:02.179

Cooper City Hall: requirement, qualifications, requirements. I know that's grammatically correct. But

1114

03:05:03.300 --> 03:05:13.240

Cooper City Hall: based on operational necessity. So the the question is, do we want to be able to relax one of those requirements?

1115

03:05:13.540 --> 03:05:16.719

Cooper City Hall: And that's the PE in my mind that that would be the only one

1116

03:05:17.600 --> 03:05:22.910

Cooper City Hall: that I would be willing. I would not be willing to allow the management to relax the requirement of a degree

1117

03:05:23.000 --> 03:05:24.370

Cooper City Hall: or anything like that.

1118

03:05:25.090 --> 03:05:29.920

Cooper City Hall: And so I imagine that's what you're looking at is that's what you were thinking about.

1119

03:05:30.250 --> 03:05:33.609

Cooper City Hall: So the question is, do we do we

1120

03:05:34.450 --> 03:05:39.099

Cooper City Hall: Are you guys? Okay? With that I'm okay with that. But I would like to make it only specific to the PE

1121

03:05:39.910 --> 03:05:51.309

Cooper City Hall: fine with me. It seems like, yeah, I don't have any objection to that modification. Okay, so you, wanna do you want to put that language? Or do you want to change it? To say preferred

1122

03:05:51.410 --> 03:05:52.960

Cooper City Hall: highly preferred.

1123

03:05:52.980 --> 03:06:08.240

Cooper City Hall: Yeah, I think that's fine professional injury through the state of Florida. Highly preferred. And just strike that additional sentence. Okay? And and essentially, it would still need to come to us is a director position. But okay, so is that, are you okay with that, Lisa?

1124

03:06:08.990 --> 03:06:11.960

Cooper City Hall: Well, I didn't read these because you usually red line. Em.

1125

03:06:12.170 --> 03:06:19.359

Cooper City Hall: I'll move if that's or mayor, somebody, move

1126

03:06:19.590 --> 03:06:21.079

Mayor Ross: i'll move

1127

03:06:21.320 --> 03:06:25.599

Cooper City Hall: i'll second with the change okay,

1128

03:06:26.910 --> 03:06:27.900

Cooper City Hall: a.

1129

03:06:28.950 --> 03:06:36.319

Cooper City Hall: there's no discussion. Call it Commissioner Malos. Yes, Commissioner Katzmann. Yes, Commissioner Schrouter. Yes.

1130

03:06:37.070 --> 03:06:38.740

Mayor Ross: Mayor Ross. Yes.

1131

03:06:40.510 --> 03:06:48.509

Cooper City Hall: and for the record, Commissioner Green is absent at the moment. Okay, next number 19. I'll accept the motion on that

1132

03:06:49.030 --> 03:06:50.199

Cooper City Hall: motion to approve.

1133

03:06:50.790 --> 03:06:51.820

Cooper City Hall: Second.

1134

03:06:52.050 --> 03:06:54.060

Cooper City Hall: okay, any discussion.

1135

03:06:54.500 --> 03:06:55.710

Cooper City Hall: Call the vote.

1136

03:06:56.620 --> 03:07:01.170

Cooper City Hall: Commissioner Melosie. Yes, Commissioner Gantzman. Yes, Commissioner Scott Shrouder. Yes.

1137

03:07:01.270 --> 03:07:02.960

Mayor Ross: Mayor Ross. Yes.

1138

03:07:05.510 --> 03:07:11.079

Cooper City Hall: Number 21. You have to read the resolution. Okay.

1139

03:07:12.580 --> 03:07:14.840

Cooper City Hall: thank you, Commissioner. Shrouder for the record.

1140

03:07:15.010 --> 03:07:21.389

Cooper City Hall: 21 is a resolution of the City Commission, the city of Cooper City, Florida, approving and authorizing the amendment to the Grant Agreement.

1141

03:07:21.470 --> 03:07:39.240

Cooper City Hall: number LPA. 0, 155, with the Florida Department of Environment, and then environmental protection for the Southwest, 40 Ninth Street culvert, rehabilitation, replacement attache to exhibit a incorporate herein, fighting for conflicts find for severability and plenty, for effective date.

1142

03:07:39.640 --> 03:07:42.410

Cooper City Hall: Moved by Commissioner Shrouder.

1143

03:07:42.490 --> 03:07:45.439

Cooper City Hall: second by Mayor Ross. Commissioner shrouder. Nothing.

1144

03:07:45.460 --> 03:07:53.930

Mayor Ross: Want to thank my fellow Commissioner, Mr. Catchman, on helping out with getting the appropriations on that cover.

1145

03:07:54.660 --> 03:08:01.300

Cooper City Hall: Thank you, Mayor. As well, Commissioner Kassman. I would like to thank the mayor as well. It was a good tag team.

1146

03:08:02.240 --> 03:08:03.600

Cooper City Hall: Commissioner Malos.

1147

03:08:04.850 --> 03:08:06.609

Cooper City Hall: thank you all call the vote

1148

03:08:06.700 --> 03:08:14.130

Cooper City Hall: Commissioner Malos, Commissioner Kaxman, Commissioner, Shrouder, Commissioner Green, Mayor Ross.

1149

03:08:15.860 --> 03:08:26.839

Cooper City Hall: Item number 22. This is a resolution of the city of Cooper city. appointing a somebody to serve as the city's code enforcement. Special Magistrate.

1150

03:08:26.940 --> 03:08:42.000

Cooper City Hall: pursuant to Section 13 to S. 65 of the city's code of ordinances approving the template or or approving, authorizing the appropriate city officials to execute set agreement with the individuals appointed to serve as special magistrate.

1151

03:08:42.330 --> 03:09:04.789

Cooper City Hall: Pursuant to this resolution, providing for conflicts providing for Bill. Oh, you're supposed to be there. I'm sorry, but you're on a roll, Commissioner. My! My humble apologies, Mr. Hor was no mister. Mr. Horow was me. My my apologies upon Commissioner Green, providing for conflicts providing for that should be severability and providing for an effective date.

1152

03:09:05.200 --> 03:09:33.219

Cooper City Hall: and and just for the record on this resolution. You have 4 applicants included in your backup who have submitted a resume in response to the city solicitation with regards to special magistrate services. There's a template agreement attached to the resolution. We would also need the names of any individuals the city sought to engage to be inserted into the resolution. Once the resolution is adopted, that would also approve the form agreement with any magistrate selected by the Commission

1153

03:09:33.420 --> 03:09:54.990

Cooper City Hall: point of information. Do we have to make do we have to nominate a primary and a secondary or just 2? Your your code requires at least 2 primary or a secondary, and can motions be made separately? Yes, okay. So I'd like to move on one of them to nominate Scott Lyman.

1154

03:09:55.150 --> 03:09:59.810

Cooper City Hall: Okay, okay. So there's a motion.

1155

03:10:00.140 --> 03:10:02.130

Cooper City Hall: afford to

1156

03:10:02.250 --> 03:10:11.569

Cooper City Hall: appoint Scott, Mister Climbin as one of our special magistrates. Motion made by Commissioner Shrouder, second by Commissioner Melosey, Commissioner Shrouder.

1157

03:10:12.390 --> 03:10:17.579

Cooper City Hall: I think Mr. Clement. No, no, nothing, nothing

1158

03:10:18.860 --> 03:10:19.720

need to say.

1159

03:10:19.900 --> 03:10:43.889

Mayor Ross: Mayor Ross. Yes, I have a discussion first and foremost, on anyone who is going to be magistrate I need them to agree that they individually, their partners, their associates, their law firm. Anyone of Council will not appear before the Commission in any shape, form or manner.

1160

03:10:44.050 --> 03:10:57.439

Mayor Ross: I don't need a magistrate working for Cooper City to come before us on a different issue. And and have someone from the public say, we're treating him differently because of the position.

1161

03:10:57.460 --> 03:11:22.529

Mayor Ross: So if they agree to that, that's not a problem, I think you all know, based on past experience and past performance. I am not in favor of Mr. Climan because he tends to go on Facebook and make comments about cases before him, and that is less than professional. And I don't want that representing Cooper City.

1162

03:11:23.650 --> 03:11:26.909

Mayor Ross: Is there anything further, Mayor Ross? No, sir.

1163

03:11:27.020 --> 03:11:30.350

Cooper City Hall: Okay, Commissioner Katzmann? Thank you.

1164

03:11:30.460 --> 03:11:35.899

Cooper City Hall: I would like to suggest to my colleagues

1165

03:11:36.120 --> 03:11:40.330

Cooper City Hall: a less political option.

1166

03:11:40.860 --> 03:11:42.650

Cooper City Hall: I,

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03:11:42.700 --> 03:11:50.499

Cooper City Hall: from reviewing each of these 4 individuals, bios, at least from the from my perspective. They all seem qualified

1168

03:11:50.730 --> 03:11:51.920

Cooper City Hall: and able.

1169

03:11:52.030 --> 03:11:59.169

Cooper City Hall: I would like to, and I know we have a motion on the floor, but I'm just E either offering a friendly amendment, or

1170

03:11:59.460 --> 03:12:07.509

Cooper City Hall: for consideration to approve all 4. But what I'd like to do is delegate the assignments

1171

03:12:08.010 --> 03:12:13.429

Cooper City Hall: to our city attorney's office and console consultation with the manager's office.

1172

03:12:14.290 --> 03:12:21.469

Cooper City Hall: meaning, I would like us to not designate 1, 2, 3, 4. I would like the attorney

1173

03:12:21.620 --> 03:12:28.630

Cooper City Hall: to manage the process. I have all the confidence in the world in our city attorney's office.

1174

03:12:29.270 --> 03:12:41.830

Cooper City Hall: So would you. Is that doable? And is that something you'd be open to doing if we thank you, Commissioner. He could pick the same person.

1175

03:12:41.920 --> 03:12:44.669

Cooper City Hall: Well, go ahead, Mr. For 12 months. It's just

1176

03:12:45.260 --> 03:13:07.490

Cooper City Hall: for consistency, the comment. I just don't think we should be ranking and picking and doing all that you're selecting. Essentially right? Yeah, you're you're selecting. You could select a primary or a secondary. And again, cities handle this process in different ways. Many cities have a primary magistrate and a secondary rad magistrate, as we typically and historically had in Cooper City. Other cities have a rotation where they would have 2

1177

03:13:07.490 --> 03:13:24.039

Cooper City Hall: 3. II will admit I have not seen 4 in a rotation. I think 4 is a high number in the context of magistrates. 2 is a, you know, a routine and common amount. If there was an interest in having a rotation, every meeting or every other meeting alternating. Again. That that's a very common practice.

1178

03:13:24.040 --> 03:13:39.249

Cooper City Hall: I don't have any issues sticking with the past practice of the city having a magistrate and a backup to the extent that the magistrate was not available. We'd have the commission like us to select to be clear. I'm not suggesting a rotation. Necessarily, I'm suggesting that we approve whoever we approve.

1179

03:13:39.330 --> 03:13:41.229

Cooper City Hall: I would like to approve all 4,

1180

03:13:41.570 --> 03:13:46.109

Cooper City Hall: and that you would assign you could ass you could select one of them and

1181

03:13:46.190 --> 03:13:57.840

Cooper City Hall: have them every month, and then have 3 alternates. As long as our selection is not held against us. Commissioner, I don't have any problem with that process.

1182

03:13:58.030 --> 03:14:01.729

Cooper City Hall: Commissioner Milo, you wouldn't accept the friendly consistency.

1183

03:14:02.270 --> 03:14:04.289

Cooper City Hall: Can you just listen to me first?

1184

03:14:04.820 --> 03:14:15.049

Cooper City Hall: Do you accept this friendly amendment? I would like to motion to approve, to make Scott climbing the primary, and Jake Poorwix can pick whoever he wants as the secondary.

1185

03:14:15.330 --> 03:14:20.349

Cooper City Hall: So that's a friendly amendment. Commissioner Milos, are you willing to accept that? A friendly amendment?

1186

03:14:21.270 --> 03:14:23.880

Cooper City Hall: I ask a question. Certainly

1187

03:14:24.640 --> 03:14:30.709

Cooper City Hall: that satisfy when you say pick.

1188

03:14:30.730 --> 03:14:37.929

Cooper City Hall: would that mean we're we're approving all of the applicants for consideration, whoever he wants, whether it's them.

1189

03:14:37.940 --> 03:14:44.229

Cooper City Hall: whoever he could go out to as long as they're they meet the Florida bar lawyer, whatever.

1190

03:14:44.590 --> 03:14:49.259

Mayor Ross: and the commitment that no one will practice before the Commission if they're a magistrate.

1191

03:14:50.190 --> 03:15:05.609

Cooper City Hall: So that so that's so, Mayor, are you making a friendly. Are you asking for a friendly amendment? Because I don't, historically, Mr. Horowitz. And please do, do we have any contracts or language?

1192

03:15:05.610 --> 03:15:31.110

Cooper City Hall: And anything that happened once in like 1617 years? Right? But do we have any? Is there? Do we have any contracts in place for the magistrates that we've used in times past, that, specifically addresses that the short answer is, no. But this, this city has historically not had contracts with its magistrates. Point of information.

1193

03:15:32.100 --> 03:15:34.919

Cooper City Hall: If you're gonna ask that.

1194

03:15:35.420 --> 03:15:37.210

Cooper City Hall: my question would be.

1195

03:15:38.950 --> 03:15:41.760

Cooper City Hall: how many people have

1196

03:15:43.290 --> 03:15:50.379

Cooper City Hall: no offense meant you? And I'm pointing. I don't know if you can see us or not.

1197

03:15:51.240 --> 03:15:54.710

Cooper City Hall: Mr. Mayor, but I'm pointing to

1198

03:15:55.400 --> 03:16:07.139

Cooper City Hall: Commissioner Shrouder's cause. He's an attorney. How many people have. Commissioner shrouder, or you, Mr. Ross represented that live in Cooper City. And isn't that

1199

03:16:07.490 --> 03:16:11.179

Cooper City Hall: also technically a conflict? I mean.

1200

03:16:13.270 --> 03:16:15.259

Cooper City Hall: because you're looking at

1201

03:16:15.690 --> 03:16:25.370

Cooper City Hall: represent like, what if you're representing someone that our police officers arrested, and then you're going in front of the people that

1202

03:16:25.770 --> 03:16:28.109

Cooper City Hall: you hire and fire.

1203

03:16:28.190 --> 03:16:35.270

Cooper City Hall: I mean, couldn't the same thing be said, both of you no offense meant, but I do it all the time. Right?

1204

03:16:35.990 --> 03:16:59.830

Cooper City Hall: So isn't that the same exact thing is what you're saying, and not that I think that any of the magistrates are going to do that. But I mean, if you're gonna argue that point, here's the easiest way to address that

1205

03:16:59.990 --> 03:17:01.020

Cooper City Hall: mayor.

1206

03:17:01.040 --> 03:17:18.059

Cooper City Hall: Are you asking for a friendly amendment for language to be added into the resolution that specifically states what you've comment commented on earlier. Yes, at no magistrate, whether it be the primary or any of the alternates

1207

03:17:18.060 --> 03:17:34.399

Mayor Ross: be permitted to appear before the Commission, whether they are individually as a solo attorney as a an associate, or if their partners want to appear, they cannot. The law firm cannot of council cannot.

1208

03:17:34.490 --> 03:17:42.860

Mayor Ross: Okay. So if you're magistrate, you're not coming before the commission you need to avoid the appearance of. I hear what you're saying, Mayor Ross. Thank you very much. So

1209

03:17:42.930 --> 03:18:06.069

Cooper City Hall: the maker of the motion. And the second, are you all accepting this friendly amendment? Nope Commissioner? So the so the friendly, the friendly amendment has not been accepted. There is currently a motion on the floor to designate Mr. Climan as the primary. I have not weighed in on this. So Yup, no, no, no.

1210

03:18:06.280 --> 03:18:15.530

Cooper City Hall: I have no problems with having Mr. Climan, as the the magistrate, that's all I'm gonna say to it on this on this particular one call the vote

1211

03:18:16.370 --> 03:18:26.440

Cooper City Hall: point of integration. Yep. So actually, the motion was

1212

03:18:26.550 --> 03:18:41.819

Cooper City Hall: to okay. So the motion was to designate and then to allow for Mr. Horowitz. Commissioner Catsman. Thank you. I'm having a moment Commissioner.

1213

03:18:42.180 --> 03:19:03.540

Mayor Ross: amendment to have Mr. Horowitz Jacobar, which this my understanding of the motion would be for you to allow you to select who will be the defense attorney against your law firm. I don't find that to be smart.

1214

03:19:03.830 --> 03:19:04.690

Cooper City Hall: Huh!

1215

03:19:08.050 --> 03:19:27.839

Mayor Ross: Mayor Mayor, I'm not sure I follow you if you don't mind repeating that. Sure, what they're asking you to do is, have you select your defense, lawyer? Not yours. But the lawyer. I think Commissioner Schroeder's point. You're asking us to select the judge, not the defense lawyer. Fair enough.

1216

03:19:27.960 --> 03:19:31.829

Cooper City Hall: Alright! Is there any further discussion?

1217

03:19:32.110 --> 03:19:33.210

Cooper City Hall: Call the vote

1218

03:19:34.220 --> 03:19:40.609

Mayor Ross: Commissioner Malos, Commissioner Katzmann. Yes, Commissioner Shrouder. Yes. Commissioner Green. Mayor Ross. No.

1219

03:19:41.330 --> 03:19:46.339

Cooper City Hall: Yeah. Right. Moving on to item number 23. Mr. Horowitz.

1220

03:19:47.160 --> 03:20:09.129

Cooper City Hall: Thank you. Commissioner green for the record. Resolution 24, 0 5 is a resolution of the City Commission, the City Cooper City, Florida, amending the rates for the collection and disposal of solid waste in the city, pursuant to section 8 22. The city's code of ordinances providing for a decrease in the solid away selection rate as forth. You're in providing for conflicts providing for severability and finding for an effective date. Is there a motion no? Moved

1221

03:20:09.880 --> 03:20:15.140

Cooper City Hall: moved by Mayor Ross? Is there a second second by Commissioner Malosi, Mayor Ross.

1222

03:20:15.380 --> 03:20:16.550

Mayor Ross: Nothing.

1223

03:20:16.980 --> 03:20:18.960

Cooper City Hall: Commissioner Malzi.

1224

03:20:19.160 --> 03:20:21.450

Cooper City Hall: Commissioner. Shrouder. Yes, yes.

1225

03:20:21.610 --> 03:20:26.919

Cooper City Hall: I think we should go a little bit lower

1226

03:20:27.500 --> 03:20:30.699

Cooper City Hall: on the residential rate, what's what's the proposal?

1227

03:20:30.810 --> 03:20:36.569

Cooper City Hall: 3 bucks, $3 per month and so II guess. Let me.

1228

03:20:36.740 --> 03:20:40.959

Cooper City Hall: I'm on the fence. I kind of want to see what you guys all say about it, but I feel like it should be a little bit lower.

1229

03:20:41.190 --> 03:20:46.539

Cooper City Hall: I understand the Staff's intention on building up a little bit of a reserve.

1230

03:20:47.870 --> 03:20:54.920

Cooper City Hall: But at the same time, when these people get their new water bills with their working meters. they're gonna be going up.

1231

03:20:55.260 --> 03:20:57.060

Cooper City Hall: So they're not.

1232

03:20:57.980 --> 03:21:14.990

Cooper City Hall: Yeah, they are, because you've been paying 0. And then

1233

03:21:15.070 --> 03:21:16.520

Cooper City Hall: I

1234

03:21:16.770 --> 03:21:28.369

Cooper City Hall: would like to see it go lower. We had a discussion earlier today, Mister Egelson. Of dropping it. So the current proposal for most residential rates would would go from

1235

03:21:28.590 --> 03:21:32.959

3605 to 3305, which is a reduction of $3

1236

03:21:32.990 --> 03:21:36.159

Cooper City Hall: per month. We discussed maybe $4 per month

1237

03:21:36.230 --> 03:21:43.359

Cooper City Hall: and still being able to save almost a half a million dollars over the next few years. Ii think you know

1238

03:21:44.010 --> 03:22:00.710

Cooper City Hall: it's it's a rare opportunity where we can pass on savings to our residents, and I think. while it's important to save a reserve for unseen circumstances, we also have fund balance. We also have other areas where we have

1239

03:22:00.880 --> 03:22:03.580

Cooper City Hall: money. So I'd like to see

1240

03:22:05.630 --> 03:22:10.080

Cooper City Hall: a larger decrease, and I'd be open to $4 a month.

1241

03:22:10.970 --> 03:22:31.270

Cooper City Hall: So is so, okay, so right now, it's Mr. Egleston. It would be $3. But what I'm hearing from Commissioner Schrouter and Commissioner Katzmann is they would like to see that go to $4 in savings. Mayor Ross. I'm gonna ask Mayor Ross and Commissioner Malos, would you like to weigh in on that

1242

03:22:32.070 --> 03:22:35.200

Mayor Ross: slow? Do you go right ahead? And now I'll follow.

1243

03:22:35.260 --> 03:22:46.289

Mayor Ross: No, no, you're the fair enough. Thank you. Being that I'm the chair of the solid waste authority, knowing what's coming down the pike and disposal, knowing the costs

1244

03:22:46.370 --> 03:22:55.660

Mayor Ross: that we're going to incur in garbage. I think it's a very smart proposal that we keep it the way it is

1245

03:22:55.660 --> 03:23:19.300

Mayor Ross: the residents are getting a reduction maybe not as much as they would like to see. But it is a substantial reduction we being responsible and fiscally responsible Commissioners and mayors know what is in the works down the pike. So we need that money to be put aside literally

1246

03:23:19.300 --> 03:23:48.939

Mayor Ross: for lack of a better term in an enterprise or just a solid waste authority fund. And and that's going to alleviate the big assessments that may come at a later date, long after I am gone. But candidly, I want to prepare for the future, and II think at $3 it's good you're saying, for you want to meet in the middle. I'm not opposed to that, but I think we should. Look ahead and be visionaries.

1247

03:23:49.140 --> 03:23:51.109

Cooper City Hall: Thank you, Mayor Ross, Commissioner Malos.

1248

03:23:51.820 --> 03:24:01.260

Cooper City Hall: The way that it was explained to me by staff was we could go, I originally said, Let's give everybody a $5 reduction.

1249

03:24:01.300 --> 03:24:14.500

Cooper City Hall: But then Staff told me that then next year it would have to be raised. And what good is a $5 reduction when it's going to have to be raised. So that's just like a joke

1250

03:24:14.550 --> 03:24:25.050

Cooper City Hall: they had. It was explained to me by Staff that if we reduced by $3 it would be good for this 6 months, and then 2 years after.

1251

03:24:25.450 --> 03:24:27.619

Cooper City Hall: there would be no increases.

1252

03:24:28.480 --> 03:24:41.460

Cooper City Hall: So if I can have a $3 decrease, which is is, you know again, $3 is not gonna make anybody go woohoo just talking about the people on a budget. But listen.

1253

03:24:41.610 --> 03:24:51.290

Cooper City Hall: it's better than nothing. But if I can give you $3 for this 6 months, and then not give you any increases for the next 2 years.

1254

03:24:51.320 --> 03:24:52.950

Cooper City Hall: That's a woo hoo!

1255

03:24:55.300 --> 03:25:00.690

Cooper City Hall: And that makes, in my opinion, makes everybody happy, and that's how

1256

03:25:01.330 --> 03:25:11.179

Cooper City Hall: you know $4 is nice. But the way it was explained to me is, if I give you $4, you get an increase next year. I'd rather have 3

1257

03:25:11.410 --> 03:25:15.259

Cooper City Hall: at a 2 and a half year. You're not. We're not raising you

1258

03:25:15.270 --> 03:25:26.669

Cooper City Hall: per month

1259

03:25:26.880 --> 03:25:33.779

Cooper City Hall: rate reduction, we could, we could definitely freeze the rate until October of 2,027.

1260

03:25:33.960 --> 03:25:50.359

Cooper City Hall: So that would be to Commissioner Melosie's point this fiscal year, the rest of it, and the following 2 budget years. If we went to $4, which is at the the prerogative of the board, we would recommend just moving back that that guarantee for the rates frozen

1261

03:25:50.360 --> 03:26:18.900

Cooper City Hall: to only to October of 2,026, right? So it'd be this fiscal year, and next. Then you would go up a doll, and then we would have to. We would definitely have to go up not. Yeah. So really, it's I guess it's the same would be 7 57. Yeah. So we don't have to really go up. That's that's cute. But we don't really have to go up, because the contract only goes up 5.

1262

03:26:19.420 --> 03:26:35.309

Cooper City Hall: So it goes up. Basically, it's going up 11% over those 2 and a half years. And so we've built that in. That's why, you know, obviously, we're holding that line to where we are able to build some reserves. But then, obviously, that that's

1263

03:26:35.580 --> 03:27:04.289

Cooper City Hall: If we went to the $4. I mean again, it's at the prerogative of the board. We would just make that recommendation that if it's the $4 that we would only freeze it to the October one of 2026 versus the 27. Okay, thank you. So I'm the final one to weigh in on this. And I'm gonna agree with Commissioner Malos and Mayor Ross at the $3 if we keep it. If we have a a savings of $3 that will be frozen. What I'm hearing until 2027

1264

03:27:04.440 --> 03:27:05.110

oops.

1265

03:27:05.680 --> 03:27:16.849

Cooper City Hall: If we go $4, then 2026. Potentially, there's gonna be an increase. So I'm I'm gonna defer. I like the $3 I don't think anyone's

1266

03:27:17.410 --> 03:27:19.550

Cooper City Hall: gonna change their mind. Call the boat

1267

03:27:19.900 --> 03:27:35.189

Mayor Ross: if I might. May. I just make 1 one adjustment so that everyone is clear. I'll even include in the motion that if not be raised until what was it? October 27. So we are all clear. Can't be done until then

1268

03:27:35.630 --> 03:27:39.499

Cooper City Hall: for good faith, because we could change it every year. Don't we have to set it

1269

03:27:39.780 --> 03:27:40.690

Cooper City Hall: right now.

1270

03:27:41.440 --> 03:27:52.409

Cooper City Hall: I guess that's the point of information. Gee, we do. We have to reset it every year or no. No, the the the code requires the adoption of a resolution to increase or decrease the rates, we only adopt them as needed.

1271

03:27:53.180 --> 03:28:00.770

Cooper City Hall: So Mayor Ross is Mayor Ross wants to include in their language that actually freezes. It

1272

03:28:00.980 --> 03:28:08.929

Cooper City Hall: holds that until October of 2027, 2027, mister. Commissioner Malos, are you okay with that amendment?

1273

03:28:09.580 --> 03:28:26.289

Cooper City Hall: Because that's the only reason why I'm keeping it at 3, because I want it. I want to be able to tell people it's only $3, but you're getting it for 2 and a half years. Thank you. Call to vote Commissioner Malowsi. Yes, Commissioner Cassman. Yes, Commissioner Schrouter. No, only because I think we should get the full discount.

1274

03:28:26.720 --> 03:28:29.979

Mayor Ross: Commissioner Green. Yes, Mayor Ross. Yes.

1275

03:28:30.570 --> 03:28:55.529

Cooper City Hall: thank you. Alright. We're moving on to item number 24. This is the ordinance on first reading, Mister Horowitz. Thank you, Commissioner Green, for the record ordinance. 24, 0 2 is an ordinance of the city. Cooper City, Florida, amending ordinance 2020. Excuse me. 23. Dash 21, adopted on September 20 sixth, 2023, providing for an amended budget for fiscal year 2023 24, for the city, attached to exhibit a incorporated here in

1276

03:28:55.810 --> 03:28:59.029

Britta Kellner: fighting for conflicts providing for severability, providing for an effective date.

1277

03:29:01.350 --> 03:29:28.379

Cooper City Hall: Alright, Commissioner Green and Commission, if I might. We can certainly have our staff here well prepared to speak on the matter. We also have Widow Brian, who's assisting us as well. You know we certainly can. We do have some thoughts prepared. We can also go through questions. I'm not sure where you and your colleagues might be added this on. No, I'd like for you all to provide. Hopefully, an abbreviated, absolutely.

1278

03:29:29.100 --> 03:29:51.509

Cooper City Hall: of this item, absolutely. Go ahead. We have actually 2 folks from Widow Brian joining us. We also have John Perez and Tina Granite and Erwin Williams from our our team as well, I know. Sandra and Britta from Widow Brian have been waiting patiently. So thank you. And I believe they're here Sandra and Britta.

1279

03:29:52.070 --> 03:29:54.810

Sandra Urban: Good evening, Commissioner Andrew.

1280

03:29:56.900 --> 03:29:58.170

Sandra Urban: Oh, great

1281

03:29:58.360 --> 03:30:12.130

Sandra Urban: so I will go ahead and get us started. This will be very brief. I will actually refer you to the supporting documentation labeled Cooper City, Arpa Budget Summary Revised.

1282

03:30:12.180 --> 03:30:15.840

Sandra Urban: That's the document that we will be, briefly speaking about

1283

03:30:17.840 --> 03:30:24.820

Sandra Urban: it, I will provide you an over a high, level overview of the document as well as go in that.

1284

03:30:25.280 --> 03:30:29.929

Sandra Urban: So we went into greater detail about this at the January 20 Third Commission meeting.

1285

03:30:30.310 --> 03:30:34.070

Sandra Urban: So it's gonna give you that high level overview.

1286

03:30:34.200 --> 03:30:36.730

Sandra Urban: So on the very first page.

1287

03:30:37.250 --> 03:30:57.559

Sandra Urban: you will see the total arpa allocation of $17,930,560. That remains unchanged, as well as the proposed 10 million in revenue replacement, and these remaining $7,930,560

1288

03:30:57.570 --> 03:30:59.590

Sandra Urban: in non-revenue replacement

1289

03:31:00.270 --> 03:31:05.509

Sandra Urban: of the 10 million in revenue replacement. The proposed appropriation.

1290

03:31:05.900 --> 03:31:09.779

Sandra Urban: Almost 2.9 million has been previously expended.

1291

03:31:09.960 --> 03:31:17.179

Sandra Urban: With the remaining allocation proposed to be expended this fiscal year in the remaining and fiscal year 25

1292

03:31:18.050 --> 03:31:19.390

Sandra Urban: of the almost

1293

03:31:19.880 --> 03:31:24.460

Sandra Urban: 7, just over 7.9 million and non-revenue replacement.

1294

03:31:24.730 --> 03:31:26.100

Sandra Urban: approximately

1295

03:31:26.130 --> 03:31:33.680

Sandra Urban: just under 2.7 has been previously expended. The remaining allocation is proposed to be expended this fiscal year

1296

03:31:33.830 --> 03:31:35.269

Sandra Urban: in the remaining.

1297

03:31:35.950 --> 03:31:42.219

Sandra Urban: and then but the remaining being done in 2,02420, 25,

1298

03:31:42.250 --> 03:31:44.889

Sandra Urban: and a tiny bit in 2526.

1299

03:31:46.200 --> 03:31:55.659

Sandra Urban: That is a high, level, brief overview of that very first page, and I will turn it over to Brita, my colleague, to provide an overview of

1300

03:31:55.680 --> 03:31:59.760

Sandra Urban: the proposed Arpa appropriation by expenditure. Category.

1301

03:32:00.740 --> 03:32:10.459

Britta Kellner: Thanks, Sandra. Good evening, Mayor Commissioners. The overview of our appropriation by expenditure category table which we is on page 2,

1302

03:32:10.590 --> 03:32:22.060

Britta Kellner: and we're going to review captures, the funding expenditures and proposals, the data points that were discussed in the meeting of January the 20 third.

1303

03:32:22.670 --> 03:32:30.150

Britta Kellner: So without further ado, I will review these main expenditure categories with you.

1304

03:32:30.320 --> 03:32:41.099

Britta Kellner: starting off with 7.1, which is administrative expenses in January of 22 commission proves 700. 3,000. 829,000. The adjustments

1305

03:32:41.200 --> 03:32:52.639

Britta Kellner: that's basically due to an underspend. Our 660,923 current appropriation, and proposed appropriation 669906

1306

03:32:52.720 --> 03:33:02.210

Britta Kellner: the actuals for the years 20 to 23 were 257,828, under 6.1 revenue replacement.

1307

03:33:03.210 --> 03:33:14.060

Britta Kellner: January 22 Commission approved $3,926,009. The adjustment was 16,141

1308

03:33:14.320 --> 03:33:19.669

Britta Kellner: current appropriation, 3,942,150

1309

03:33:19.820 --> 03:33:26.090

proposed is getting to that 10 million dollar number. The difference is 6,000,057, 8 50,

1310

03:33:26.110 --> 03:33:34.899

Britta Kellner: and the actuals are 2,873,485, 5.6 infrastructure water and sewer clean water.

1311

03:33:35.370 --> 03:33:40.269

Britta Kellner: The Commission approved in 22 1 point. Roughly, 1.2 million.

1312

03:33:40.890 --> 03:33:51.629

Britta Kellner: No adjustments to report the current appropriation is 1 point. Excuse me. 1.2 million proposed. Appropriation is 1.1 1 8 7 54.

1313

03:33:52.050 --> 03:33:59.430

Britta Kellner: The difference from the current appropriation to the proposed appropriation is 91,246.

1314

03:33:59.690 --> 03:34:03.070

Britta Kellner: Any actuals are 1, 91, 9, 68

1315

03:34:04.110 --> 03:34:14.370

Britta Kellner: 5.2 infrastructure water and serve clean water, centralized wastewater collection. The original appropriation approved by commission in January of 22 was 250,000.

1316

03:34:14.630 --> 03:34:24.239

Britta Kellner: No adjustments to report the current corporation is 250,000, 1,000,048, 4, 31 is proposed

1317

03:34:24.490 --> 03:34:30.040

Britta Kellner: a difference between the 2 of 798,431,

1318

03:34:30.240 --> 03:34:33.850

Britta Kellner: and the actuals are 123, 7, 68,

1319

03:34:34.840 --> 03:34:37.499

Britta Kellner: 4.1 premium pay

1320

03:34:37.530 --> 03:34:42.870

Britta Kellner: Commission, approved in 2250,000, with the no adjustments to report.

1321

03:34:42.920 --> 03:34:46.150

Britta Kellner: the current appropriation is 50,000.

1322

03:34:46.240 --> 03:34:53.049

Britta Kellner: Propose is 46 5, a difference of 3,500, and the actuals are 46, 5.

1323

03:34:54.470 --> 03:35:00.940

Britta Kellner: Expenditure category 3. Public health negative economic impact. Public Sector Capacity

1324

03:35:01.440 --> 03:35:05.800

Britta Kellner: Commission approved in 22, 3,030,000.

1325

03:35:06.040 --> 03:35:20.429

Britta Kellner: The adjustment is 373207. The current appropriation amount is $3,403,207, and the proposed appropriation is 2,203,406.

1326

03:35:20.760 --> 03:35:28.500

Britta Kellner: The difference 1.1 9 9 8 0 1, and the actuals are 1 3 9, 9, 5, 8, 4

1327

03:35:30.470 --> 03:35:41.910

Britta Kellner: 3.2. Public health negative economic impact rehiring of public Sector staff. The original Appropriation Council approved in January of 22 was 950,000

1328

03:35:42.190 --> 03:35:54.849

Britta Kellner: adjustments were 3, 37, 5. The current appropriation is 6, 12, 5. The proposed are for appropriation is 2,784,418.

1329

03:35:55.270 --> 03:36:04.189

Britta Kellner: The difference between the 2, the original and the current is 2,000,171, 9, 18. And the actuals are 6, 12500

1330

03:36:05.320 --> 03:36:14.940

Britta Kellner: expenditure category 3.1 public health and negative economic impact payroll and benefits for public health, Public Safety or Human Service Workers

1331

03:36:15.990 --> 03:36:29.930

Britta Kellner: Commissioner originally approved 62,222. No adjustments to report the current appropriation is 62,200. The proposed appropriation is 59, 1, 45,

1332

03:36:30.380 --> 03:36:36.890

Britta Kellner: with a difference, and underspend a $3,000,055, and the actuals at 59, 145,

1333

03:36:39.180 --> 03:36:50.260

Britta Kellner: and then for projects which were expended and no longer proposed. The Commission originally approved in 22, 8,739,851.

1334

03:36:51.060 --> 03:37:03.319

Britta Kellner: The adjustment is 1,000,719, 6, 15. The current appropriation is 7 million. 20,206, with no differences.

1335

03:37:03.680 --> 03:37:18.279

Britta Kellner: proposals, or actuals to report the total for all expenditure. Categories across the portfolio. January 22. Commission approved 18,000,900, 4,889,

1336

03:37:31.240 --> 03:37:34.180

Britta Kellner: 9. The proposed is

1337

03:37:35.520 --> 03:37:46.250

Britta Kellner: 60. The difference is 7,000,737, 5. Excuse me, 7,000,737, 597,000,

1338

03:37:46.280 --> 03:37:54.770

Britta Kellner: and the actuals are 5,000,564, 7, 78. As mentioned, this is a high level overview.

1339

03:37:55.040 --> 03:38:03.559

Britta Kellner: We had gone through each of these expenditure categories in detail during the last meeting, and we're happy to

1340

03:38:03.750 --> 03:38:13.039

Britta Kellner: and answer, respond to provide additional information in the Council needs at this juncture. And I turn it back to users. And Adam.

1341

03:38:16.440 --> 03:38:18.519

Cooper City Hall: Thank you, ma'am. Mayor Ross.

1342

03:38:19.510 --> 03:38:21.810

Mayor Ross: I thank thank you. I have nothing.

1343

03:38:22.260 --> 03:38:23.989

Cooper City Hall: Okay, Commissioner, shrouder.

1344

03:38:25.630 --> 03:38:32.499

Cooper City Hall: Feel like I've got beat up over this. I made some deals that some people didn't come through on

1345

03:38:36.740 --> 03:38:44.729

Cooper City Hall: police chief is, despite the hundreds of thousands of dollars we've entrusted with him, he still has the wind screens up. But

1346

03:38:44.980 --> 03:38:55.439

Cooper City Hall: so where? You know, I think this is a good. I think this is a okay move budgetarily to designate a lot of this money as lost revenue

1347

03:38:55.710 --> 03:38:58.950

Cooper City Hall: which releases the constraints.

1348

03:38:58.960 --> 03:39:07.479

Cooper City Hall: But II do wanna just I know today isn't the day for approval. But I wanna talk about it in this context. You know, we have

1349

03:39:07.870 --> 03:39:08.880

Cooper City Hall: brought up

1350

03:39:09.200 --> 03:39:14.789

Cooper City Hall: multiple times about our current situation with our fire station

1351

03:39:15.480 --> 03:39:16.220

and

1352

03:39:16.620 --> 03:39:19.120

Cooper City Hall: the fact that that needs to be done. And and

1353

03:39:19.160 --> 03:39:32.939

Cooper City Hall: and so we're moving money out of public safety to free up which could theoretically be spent on that. We also moving money out of the category we had for renovating the City Hall.

1354

03:39:33.510 --> 03:39:39.220

Cooper City Hall: and and that's gonna be freed up. So II want, I know this isn't the time to vote. But

1355

03:39:39.340 --> 03:39:56.460

Cooper City Hall: we're gonna put all this money in the general fund with no strings attached. I'm would like to see a commitment towards bringing plans forward to redo that structure that we need, and what other other, whatever other municipal structures we need because we're freeing it up.

1356

03:39:56.570 --> 03:40:13.819

Cooper City Hall: So what I'm saying is like, I'm okay freeing it up. But I don't want this money to go into the to the black hole or the into the whatever you wanna call it, the pot of whatever. And then we we forget this. So we're freeing up a lot of this money by moving it over. But I wanted to, you know.

1357

03:40:14.790 --> 03:40:19.219

Cooper City Hall: when we I wanna bring it back up, hey? We need to rebuild the fire station, the other stuff.

1358

03:40:19.320 --> 03:40:30.679

Cooper City Hall: hey? Where we get the money from like. I see that this this to be a source, I mean. Obviously, I would like to pursue grants and and things like that to fund these things. But are, are you guys?

1359

03:40:30.960 --> 03:40:47.289

Cooper City Hall: Does that make sense what I'm saying? Or I'm just talking in circles. No, no, I hear what you're saying. I'd like to hear what our colleagues have to say to give you an action. But let me know you like me. To sum it up, I'm okay freeing this up with a commitment by this commission that we're gonna discuss those items

1360

03:40:47.540 --> 03:40:52.230

Cooper City Hall: going forward. Okay, Commissioner Yup, absolutely. Commissioner Katzmann.

1361

03:40:52.520 --> 03:40:55.370

Cooper City Hall: Thank you. So my notes say.

1362

03:40:55.500 --> 03:41:05.529

Cooper City Hall: grants fire station and capital projects. So yes, I think II, we we

1363

03:41:05.570 --> 03:41:13.459

Cooper City Hall: we've been talking about grants and the fire station since the budget workshop. We. I really think we need to make

1364

03:41:13.560 --> 03:41:28.720

Cooper City Hall: a plan on that. And really, if it involves, I don't know if this is something Widow Brian does, or another partner with grants. We've got to be able to leverage this this money, and I'd like to see some capital projects, because II really think our residents

1365

03:41:28.980 --> 03:41:34.419

Cooper City Hall: expected and demanded at this point, you know, so I'll leave it at that. But let's

1366

03:41:34.880 --> 03:41:45.699

Cooper City Hall: not should wait another 6 months. Can I add on to the thing? I don't forget it on the capital projects. The one thing I wanted to say in here we had capital projects contract.

1367

03:41:45.860 --> 03:41:50.369

Cooper City Hall: I would like to see us hire rehire that spot, because I think

1368

03:41:51.560 --> 03:41:59.529

Cooper City Hall: the Capital Projects version. So we're going to come up with this plan and all these things eventually, we'll need that person. I'm just not a fan of throwing all these money at contractors.

1369

03:41:59.880 --> 03:42:02.119

Cooper City Hall: So can we look at that?

1370

03:42:02.810 --> 03:42:08.050

Cooper City Hall: I know, against my better judgment.

1371

03:42:08.110 --> 03:42:09.460

Cooper City Hall: Commissioner Melosie.

1372

03:42:11.050 --> 03:42:15.389

Cooper City Hall: I'm going to agree that we need capital projects.

1373

03:42:15.850 --> 03:42:17.400

Cooper City Hall: We have a

1374

03:42:17.640 --> 03:42:20.910

Cooper City Hall: parks, master plan that

1375

03:42:21.740 --> 03:42:27.340

Cooper City Hall: needs to be worked on. We have a fire station that has work

1376

03:42:27.570 --> 03:42:33.449

Cooper City Hall: that is in desperate need of I would like an update on that tonight if we could.

1377

03:42:33.730 --> 03:42:35.539

Cooper City Hall: While we are here.

1378

03:42:36.140 --> 03:42:42.450

Cooper City Hall: We have speed bumps, traffic calming devices, politically correct term

1379

03:42:42.520 --> 03:42:46.150

that are going to need to be paid for, implemented and

1380

03:42:46.340 --> 03:42:49.220

Cooper City Hall: put throughout the city at the cost of

1381

03:42:49.730 --> 03:42:52.990

Cooper City Hall: several $1,000 each, plus

1382

03:42:54.160 --> 03:42:55.530

Cooper City Hall: permitting, and

1383

03:42:55.810 --> 03:42:58.260

Cooper City Hall: 10% for

1384

03:42:58.840 --> 03:43:09.560

Cooper City Hall: overages, etc., that we need to take into account, not including everything, is 10% more, and everything goes up

1385

03:43:09.730 --> 03:43:12.649

Cooper City Hall: nonstop. We have

1386

03:43:13.500 --> 03:43:16.230

Cooper City Hall: How old now is the

1387

03:43:17.660 --> 03:43:18.570

Cooper City Hall: turf

1388

03:43:18.720 --> 03:43:20.530

Cooper City Hall: at Flamingo West.

1389

03:43:21.050 --> 03:43:22.270

Cooper City Hall: I don't know.

1390

03:43:22.530 --> 03:43:25.210

Cooper City Hall: 5 years, Tim.

1391

03:43:25.410 --> 03:43:30.079

Cooper City Hall: 46, 6 years! How old is the turf at Flamingo West?

1392

03:43:31.820 --> 03:43:34.310

Cooper City Hall: 5 years! And how long does it last?

1393

03:43:35.510 --> 03:43:37.930

Cooper City Hall: The abuse that's getting out by

1394

03:43:38.130 --> 03:43:43.249

Cooper City Hall: one more year, 4 more years. So you have 4 more years left of

1395

03:43:43.380 --> 03:43:45.630

Cooper City Hall: life. don't we? In.

1396

03:43:45.900 --> 03:43:48.839

Cooper City Hall: Don't we put money into? Yeah. Account for that.

1397

03:43:49.040 --> 03:43:53.270

Cooper City Hall: Yeah. Do we have money in an account? Yeah. What's his last name?

1398

03:43:53.450 --> 03:43:54.460

That bridge?

1399

03:43:54.660 --> 03:44:02.439

Cooper City Hall: Can you come here, Tim. where's your little thing? Yeah, I can't hear you

1400

03:44:02.810 --> 03:44:15.490

Cooper City Hall: usage fee.

1401

03:44:15.510 --> 03:44:18.030

Cooper City Hall: It's supposed to be going into an account

1402

03:44:18.070 --> 03:44:24.569

Cooper City Hall: to offset the cost of the replacement of the turf.

1403

03:44:25.850 --> 03:44:28.019

Cooper City Hall: Irwin, Mr. Irwin.

1404

03:44:29.950 --> 03:44:34.649

Cooper City Hall: Well, cause that's one less thing, one less thing that we have to worry about. That's a win-win

1405

03:44:39.960 --> 03:45:00.979

Cooper City Hall: couple of things. One is, I don't think we should be talking about projects tonight. I think the concern, but I mean we're talking about where money is going to go. I understand that, but I think we should do is maybe assign the fund balance, so it doesn't fall into the general Funds operating fund balance. We can assign it for future capital and pro projects down the road.

1406

03:45:00.990 --> 03:45:20.739

Cooper City Hall: We the the manager and I are gonna start working a 5 year capital improvement plan, and we'll get trying to get input from all the directors in all the departments, and then we can intelligently sit down and prioritize all those capital projects determine how we want to implement them. I also would like to see us, maybe next year hire a Grant manager.

1407

03:45:20.790 --> 03:45:41.510

Cooper City Hall: so we can take that 7 million dollars that's going to be sitting on our general form to sign fund balance and use that to generate with match grants, get that to generate. Maybe 30 or 40

million dollars, with the projects that we can project that over the next couple of years and weigh it in right? Right? Have we? Now I just found out that I've got 4 years left on artificial

1408

03:45:42.360 --> 03:45:51.729

Cooper City Hall: turf, whatever the heck you want to call it, fields have, do we have an account that we've been putting money in for the last 5 years to replenish those fields because they're going to cost

1409

03:45:51.860 --> 03:46:21.469

Cooper City Hall: several 1 million dollars again. That would be one item you could add onto your capital projects. You're not answering my question. Have we been putting money aside for 5 years? We have been putting that we can, we'll reconfirm. Oh, I know we've been putting aside from the non residents the $15 fee that's collected that's been put aside for future turf replacement. I do know that. So we haven't. We have a nice, a nice nest egg to put.

1410

03:46:21.840 --> 03:46:41.180

Cooper City Hall: Yeah, what I've done. I've assigned. I've assigned that it was sitting in a liability account. So I signed the project code to it. So we can queue. We can accumulate all the monies that have been collected. So we kind of specifically identify for the third replacement back office cash. I will like that. We also have the

1411

03:46:42.460 --> 03:46:44.740

Cooper City Hall: of the

1412

03:46:45.180 --> 03:47:08.340

Cooper City Hall: he doesn't. Oh, well, actually, I have lists. I'm very good with my lists. We also have the pipes that need to be Redone. That is 2 million dollars right there. I mean we have a massive amount of money absolutely, and just maybe to build off of of Erwin as well. You know. Again, when we kind of started this process and working through the budget revision for Arpa.

1413

03:47:08.340 --> 03:47:18.349

Cooper City Hall: That definitely was the goal, a. To free up money that will move away from Arpa under the strings of the 24 and 26, 2,024, 2,026

1414

03:47:18.470 --> 03:47:23.650

Cooper City Hall: obligations for reporting and deadlines on the Federal Treasury level

1415

03:47:23.730 --> 03:47:49.960

Cooper City Hall: to. So we you know with this proposed budget. We're, you know, that we're talking over 7 million dollars of that funding that will move over into that area that you all can designate as part of our budget process towards capital improvements. And equally importantly, as we talked about some in the fall leveraging that money to turn that 7 million, or, you know, into tens of millions of dollars and and support those programs, including

1416

03:47:49.960 --> 03:48:16.250

Cooper City Hall: just some of those we talked about tonight. Certainly, what are we gonna do with the fire station. What do we do with capital projects in general, and we certainly have plenty of those. Hopefully, this will position us better to move that forward as a part of the. It's perfect timing, obviously, because we're rolling into the budget process here near, you know, Staff is beginning that here this spring. So what I've so thank you, Mr. Eccleston. Thank you, Mr. Williams. What I've heard you all what I've heard you say, and I believe it's consistent with what the commission is it

1417

03:48:16.250 --> 03:48:30.479

Cooper City Hall: you? What you're saying is, you want to assign that money, have it there for those capital projects which can't, which will or can include the fire station. Everything that has been discussed here.

1418

03:48:30.720 --> 03:48:45.980

Cooper City Hall: Right? Okay. So is there a motion to accept to adopt this ordinance, I wanna adopt it with a I have one more question. I'm sorry, Jeff. I really am. Question so you know, obviously, when we budget?

1419

03:48:46.120 --> 03:48:53.599

Cooper City Hall: Let me ask you a question. This is a budget amendment, so can I. Can we? Can we only make the amendments on these items listed? Or can we?

1420

03:48:54.990 --> 03:48:56.040

Cooper City Hall: Or can we?

1421

03:48:56.670 --> 03:49:13.770

Cooper City Hall: Because the budget stops for the entire budget entire city budget? Right? The amendment is limited to the pro proposal before you? Right. I mean, you're mending the entire city budget. But you're limited to the proposal that the your staff is recommended. Yeah, I'm not talking about the other 40 million. But so

1422

03:49:14.170 --> 03:49:17.449

Cooper City Hall: okay, so this is what I only wanted to do. I just wanted to to start

1423

03:49:17.460 --> 03:49:31.479

Cooper City Hall: some of that money, because alright, I'm thinking to go out and get grants and all this stuff. You have to have plans and stuff drawn. They don't. They just give you money. So it would be nice for us to be able to start on stuff for our budget.

1424

03:49:31.680 --> 03:49:35.709

Cooper City Hall: Not wait for our budget to then come up with. does that make sense.

1425

03:49:36.810 --> 03:49:54.899

Cooper City Hall: Okay, motion commission.

1426

03:49:55.790 --> 03:50:02.010

Cooper City Hall: So I'm gonna go with Commissioner Catsman. Is there any further discussion?

1427

03:50:02.270 --> 03:50:25.140

Cooper City Hall: Just just for clarification? If I could. So you know, we can definitely work. I just you know, as far as that item is it related to kind of the the buildings in the facilities piece, you know, or I just wanted to kind of maybe probe a hair further on it. Just so we can so be prepared. We're taking like 2 million off of the City Hall renovation and full tennis center renovation.

1428

03:50:25.140 --> 03:50:39.630

Cooper City Hall: We we know we need to redo the fire station, and and I know from all the stuff that, like these cities are thrown eocs in there, and they're getting funding and stuff. So I would like to see you to look at the fire station and see what kind of municipal situation they could make out of that.

1429

03:50:40.180 --> 03:51:05.130

Cooper City Hall: and and I, so that we can obviously maximize it. But I know requires some money. You can't just go ask for money without a concept or something. So maybe a spin off from this as a go and kind of work on trying to get a for that review and and what that looks like. So then we could then in our. But when we come up our budget, we can know what we're gonna go ask to Tallahassee, forward, Grant.

1430

03:51:05.130 --> 03:51:12.090

Cooper City Hall: and all that. So I don't know. How would it cost to come up with design and and stuff of a of a fire station or municipal building.

1431

03:51:12.120 --> 03:51:24.230

Cooper City Hall: But if you guys can look, yeah, we can, we can. We can get some information on that. Bring it. Bring it back to you all in, you know, in short order, on second reading. If you know roughly a certain amount of money just to start that we can

1432

03:51:24.330 --> 03:51:34.860

Cooper City Hall: add that to second reading. So you have the budget now to do that. So, Commissioner, I'm certainly fine. If you and your colleagues would like to move that forward if we can keep it separate from

1433

03:51:34.890 --> 03:51:59.739

Cooper City Hall: you know what? Basically, after. Second, read, that money would move over. It might be kind of concurrently, then, that we could take some of it once it's moved over. And then, yeah, kind of as a secondary item after the after this. Just so we keep this money kind of from the Treasury guidelines sign, but then have it as a follow up by, if that's okay, just to keep them as separate, but they could be, I guess, concurrent. If that makes sense.

1434

03:52:00.580 --> 03:52:18.430

Cooper City Hall: I'm confused. But yeah, I just don't. I don't want to mend the. I don't want to include, you know, if we need to allocate that funding, that's fine, but we do it after the second read outside of our specific. Could you do the Arpa funds? There are some Treasury guidelines to make sure we're compliant with.

1435

03:52:19.850 --> 03:52:22.379

Cooper City Hall: no, I thought we were calling about

1436

03:52:23.120 --> 03:52:30.820

Cooper City Hall: we already, so we already wait in on. Okay, call the vote.

1437

03:52:30.890 --> 03:53:05.259

Cooper City Hall: Commissioner Balosi. Commissioner Cassman. Yes, Commissioner Schrouter, Commissioner Green, Mayor Ross. All right. Moving on to Ordinance number 25, Mister Horowitz, and this is a public hearing. It is Commissioner Green, and for the record ordinance 24, 0 3 is an ordinance of the city. Cooper City, Florida, amending the city's Code of ordinances by amending chapter 25, entitled Development Standards, amending article 2, entitled Signs by specifically amending, section 2425, dash 24, entitled Temporary Signs, eliminating the bond requirements for temporary signs, providing for codification, fighting for conflicts provided for severability and providing for an effective date.

1438

03:53:05.420 --> 03:53:15.220

Cooper City Hall: And because this is a public hearing. I'm gonna ask the right? I'm gonna ask the city clerk, is there anybody online that wants to weigh in on this.

1439

03:53:15.750 --> 03:53:27.519

Cooper City Hall: Okay, is there a motion to approve the second reading motion? Approve motion by Commissioner Shrouder? Is there a second Second Commissioner Malos, Commissioner, Shrouder, Commissioner Malos.

1440

03:53:27.940 --> 03:53:30.080

Mayor Ross: Mayor Ross. Good

1441

03:53:30.250 --> 03:53:32.830

Cooper City Hall: Commissioner Katzmann. Yeah. Call to vote

1442

03:53:33.800 --> 03:53:40.580

Cooper City Hall: Commissioner Malos, Commissioner Cassman, Commissioner shrouder. Yes. Commissioner Green, Mayor Ross.

1443

03:53:41.410 --> 03:53:43.960

Cooper City Hall: Item number 26, Mr. Horowitz.

1444

03:53:44.230 --> 03:54:11.380

Cooper City Hall: Thank you, Commissioner, for the record. The item is an ordinance of the city, Cooper City, Florida, repealing Ordinance number 2222, adopted on June fourteenth, 2022. In its entirety. Deleting section 2, 1, 31 of the city's code of ordinances provided for the elimination of the Mental Health and Wellness Advisory Board provided for codification fighting for conflicts provided for severability provided for effective date. And this is also a public hearing. Commissioner. Okay, thank you, Mr. Horowitz. Madam? Clerk, is there anybody online that wants to weigh in? Is there anybody in the audience that wants to weigh in

1445

03:54:11.860 --> 03:54:26.659

Cooper City Hall: alright? Is there a motion to is there a motion to approve this motion by Commissioner? Shrouder, Commissioner? Shrouder, Commissioner Melosie! Last time I had asked about the

1446

03:54:27.600 --> 03:54:36.690

Cooper City Hall: the monies for the the drugs, the other Narcan, and what we were going to do. And

1447

03:54:38.240 --> 03:54:41.830

Cooper City Hall: yes, II think, Commissioner, the

1448

03:54:44.180 --> 03:54:52.750

Cooper City Hall: I think, as part of the overall discussion. It was, I think, we just suspended moving forward with

1449

03:54:53.190 --> 03:55:01.070

Cooper City Hall: expenditure of those dollars at this juncture. And then that's it. So then, if anything comes up, we can

1450

03:55:01.720 --> 03:55:22.780

Cooper City Hall: that we think would be good for health and mental. Well, mental wellness. We can, that is correct, decide. We do not need to reconvene a board. We can, as a commission, decide that this would be good for air, quoting Cooper City's health and mental wellness, and put money towards that, or it needs to be specific with

1451

03:55:23.450 --> 03:55:41.699

Cooper City Hall: drugs, or or there are certain applicable uses permitted uses under the settlement with the various opioid defendants. It does not require an advisory board to weigh in on those. This Commission has full discretion within the parameters of the settlement as to how those funds will be spent. Mayor Ross.

1452

03:55:41.850 --> 03:55:43.280

Mayor Ross: I'm good. Thank you.

1453

03:55:43.290 --> 03:55:44.640

Cooper City Hall: Commissioner Katzmann.

1454

03:55:45.030 --> 03:55:53.639

Cooper City Hall: Mayor Ross.

1455

03:55:54.190 --> 03:55:57.950

Cooper City Hall: Thank you. City manager's report.

1456

03:55:58.490 --> 03:56:13.779

Cooper City Hall: Thank you. Commissioner Green and and Commissioners and Mayor. just a couple of items, several on the report, several not on the report. Our budget transfer notification. Item 27 is related to our Bso. Enhanced services.

1457

03:56:13.870 --> 03:56:29.869

Cooper City Hall: That has been before you get just a transfer notification. Item 28 is related to an item that was already previously on the agenda. I did wanna mention a couple of other items not on my report. I appreciate everyone's support and and work through the solid waste.

1458

03:56:29.950 --> 03:56:53.789

Cooper City Hall: Rfp, I wanted to share that we we will. Obviously the prop. The rates have been set. Irwin and Tina and their team will be working to bring back a actually a budget. Proposed amendment

that will incorporate a solid waste Fund portion of our budget as we move forward with a new contract. So look for that next month

1459

03:56:53.900 --> 03:56:56.399

in April, coming to you all.

1460

03:56:56.500 --> 03:57:20.619

Cooper City Hall: also a few other updates. I wanted to pass along my thanks to Josh Rhodes and and the Parks and Rec team. I know Commission has seen it, and we've had it out in the public that the web track online registration program is out there and available. And thanks Michael Cabelo as well for the efforts to really get that out there and continue to publicize that.

1461

03:57:20.810 --> 03:57:46.670

Cooper City Hall: Speaking of the website, I wanted to share that. Mike has been working behind the scenes on some different proposals and pricings related to our website. We're, you know, one of those areas where we feel we've got a great opportunity for growth and really enhancement of the site. So we're actually gonna be looking at a, we have a a several Demos. Mike's gone through looking to kind of

1462

03:57:46.670 --> 03:58:07.220

Cooper City Hall: look to perhaps move to a a different vendor or refresh kind of a just a rebirth of our website. It's one of those areas that I know is is in need of of that. So please stay tuned. We'll have some more information as we move forward in the very near future.

1463

03:58:07.220 --> 03:58:17.850

Cooper City Hall: I also wanna share. Another question came up about the the Parks and Rec Master Plan. Just a quick update that Rfp process has has been finished

1464

03:58:17.850 --> 03:58:38.759

Cooper City Hall: the Evaluation Committee just actually has finalized their recommendation, and so you'll see, they had a multitude of proposals, but they do have a recommendation that will be coming back to the Commission in the month of April to select our consultant to get to to get the Rf, the master plan going

1465

03:58:38.760 --> 03:59:00.290

Cooper City Hall: and lastly, I just wanted to mention. Obviously, and I know Commissioner will probably do the same. But just obviously a a great thanks to our staff. For my first founders day particularly Parks and Rec. And Josh and his crew, Tim and public works

1466

03:59:00.330 --> 03:59:17.479

Cooper City Hall: as well. Mike, on the communication side, and I know Bso, just obviously from from top to bottom on the staff side, very proud of our effort and appreciate commission support with that event. So Commissioner Green Mayor, other Commissioners. That concludes my report.

1467

03:59:17.590 --> 03:59:24.970

Cooper City Hall: Any questions for the City City manager, Commissioner Malowsi. So

1468

03:59:25.710 --> 03:59:31.819

Cooper City Hall: to statements more than questions. In reference to the

1469

03:59:32.100 --> 03:59:36.010

Cooper City Hall: parks. And Rec. So 2 things that are

1470

03:59:36.350 --> 03:59:42.969

Cooper City Hall: things that I want you to take with you when you are dealing with the Rfp. In reference to

1471

03:59:43.030 --> 03:59:44.240

Cooper City Hall: the parks

1472

03:59:44.560 --> 03:59:54.229

Cooper City Hall: Several years ago, during one of the seminars we had on for the Npo. They had something called

1473

03:59:54.290 --> 03:59:56.770

Cooper City Hall: stroller safe.

1474

03:59:57.330 --> 03:59:58.460

Cooper City Hall: so

1475

03:59:58.940 --> 04:00:01.779

Cooper City Hall: they would do tests.

1476

04:00:02.120 --> 04:00:09.700

Cooper City Hall: You can. And they they did em throughout in different scenarios, so you could have a parking underground parking.

1477

04:00:10.020 --> 04:00:10.990

Cooper City Hall: and

1478

04:00:11.270 --> 04:00:20.849

Cooper City Hall: someone like Commissioner Shrouder would have no problem walking through that. But would a woman? That's exactly what a woman walk through that with stroller.

1479

04:00:21.490 --> 04:00:22.790

Cooper City Hall: and that

1480

04:00:23.290 --> 04:00:27.820

Cooper City Hall: if if a woman was confident enough to walk through that stroller.

1481

04:00:28.720 --> 04:00:34.499

Cooper City Hall: then you knew that that was a safe feeling environment

1482

04:00:35.180 --> 04:00:38.850

Cooper City Hall: and the same thing with your walkways.

1483

04:00:39.250 --> 04:00:44.869

Cooper City Hall: with your pathways, in your parks, etc.

1484

04:00:45.040 --> 04:00:49.200

Cooper City Hall: You have to be able to push your stroller.

1485

04:00:49.600 --> 04:00:55.459

Cooper City Hall: Most people that are not pushing a stroller when you're designing your parks.

1486

04:00:55.580 --> 04:01:03.939

Cooper City Hall: You're you're no offense meant to any engineers that are watching. I'm sure I'm going to get hate mail, but you're not necessarily thinking of that

1487

04:01:04.110 --> 04:01:11.859

Cooper City Hall: you're not designing your park, saying you've got one kid going that way. Oh, sorry! And another kid going that way. I had twins.

1488

04:01:12.050 --> 04:01:23.379

Cooper City Hall: They would do their little twin speak, and one kid would go that way, and the other one would go that way, knowing I could only chase one. They were evil. So. But I mean things like that that there is

1489

04:01:23.890 --> 04:01:49.909

Cooper City Hall: a design factor that they literally take into account. And there's a whole way that they design things with that in mind. So I wanna make sure that that is taken into account when we are looking at redesigning our parks. That comes into account with your fencing, with your pathways, with your lighting, with the way your your planting trees, etc.

1490

04:01:51.230 --> 04:02:07.399

Cooper City Hall: and it's something that is again, if it's stroll already. then it's good for everyone, because if if a woman feels comfortable because and and you will, the the chief will attest to this the easiest target to rob

1491

04:02:07.500 --> 04:02:17.759

Cooper City Hall: is a woman with a stroller. Because when you tell her that you want her purse. she's gonna give it to you because she's gonna protect her. Kids, meet with the people

1492

04:02:17.910 --> 04:02:20.770

Cooper City Hall: what? Meet with them. Meet with them. Yeah.

1493

04:02:20.990 --> 04:02:22.300

Cooper City Hall: land the plane.

1494

04:02:23.660 --> 04:02:30.579

Cooper City Hall: And but you know, Commissioner, shrouder, might, you know, fight you for his wallet, whereas

1495

04:02:30.700 --> 04:02:40.259

Cooper City Hall: someone someone with if he had a stroller he would not. Well, I don't know. I've met his kids. He might. He might give you this. He might give you the stroller depending on the day. But

1496

04:02:40.450 --> 04:02:44.699

Cooper City Hall: so that's something that I want to make sure that y'all y'all take into account.

1497

04:02:44.930 --> 04:02:50.829

Cooper City Hall: thank you. Okay, thank you. Anything else of the city manager.

1498

04:02:51.250 --> 04:03:16.720

Cooper City Hall: city Attorney report. Thank you, Commissioner Green, just very quickly. Excuse me. The legislative session has concluded. There are a number of bills that are currently awaiting the Governor's signature. We're reviewing those that have been adopted by the Legislature, and we are monitoring the Governor's actions, moving forward. There are 2 specific I wanted to bring to your attention. I previously mentioned the bill that would eliminate the 25% surcharge

1499

04:03:16.720 --> 04:03:35.969

Cooper City Hall: that cities could charge to utility customers outside of their borders. That bill failed. There were actually 3 different versions of that bill that were proposed this session. Ultimately that Bill did die in committee. There was, however, a bill that was adopted amending the vacation rental statute, the short term rental statute. It's fairly comprehensive. It is not a full preemption.

1500

04:03:35.970 --> 04:04:02.700

Cooper City Hall: Our ordinance is still enforceable. However, we do need to go back and revisit the ordinance in the context of the new legislation which we're gonna work with Carlos and the Community Development Department to do. We do anticipate some changes to that ordinance coming to the Commission in the next couple of months, that the new bill takes effect. July first of the registration requirement is still available to municipalities, but there are certain provisions, as it relates to suspension of those registration permits and other things. So

1501

04:04:02.720 --> 04:04:07.539

Cooper City Hall: I will be bringing that forward probably in the next month or 2, but that's all I want to bring to your attention. Mayor Commission. Thank you.

1502

04:04:07.920 --> 04:04:09.839

Cooper City Hall: Any questions of the city attorney

1503

04:04:10.720 --> 04:04:14.409

Cooper City Hall: moving right along. Police chief report, Captain D. Giovanni.

1504

04:04:14.740 --> 04:04:38.230

Cooper City Hall: Good evening, Mayor, commissioners, city manager staff, the residents that are perhaps listening. A few items on my report that like to highlight. Firstly, I wanted to do a special thanks to Cooper City Elementary, the students at that school they had a day of service and love where they collected on new stuffed animals that they donated to the police department so that we could hand out to

1505

04:04:38.230 --> 04:05:04.129

Cooper City Hall: kids in crisis. I think it was a very kind service project for our elementary students to be thinking outside of the bounds of that school and how they can impact you know, kids in crisis. And so I just wanted to thank the teachers at that school the partnerships with our schools. Incredibly important. And we are always looking for ways to better connect with them. Hence this week we will be doing books and badges.

1506

04:05:04.130 --> 04:05:25.239

Cooper City Hall: perhaps. Seen us already on our Facebook page, where we are going into the schools this week and reading to the children. I'll personally be at Embassy Creek elementary tomorrow night

reading for their literacy night, and just a better way to connect with the kids and create that bond in that friendship with them.

1507

04:05:25.440 --> 04:05:32.730

Cooper City Hall: So I want to give the last updates on the Dua checkpoint that is scheduled for March sixteenth

1508

04:05:32.760 --> 04:05:50.519

Cooper City Hall: in the area of Sheridan and Palm. So an advanced notice to our residents. There will be a dui checkpoint with a sizable law enforcement presence. So if you receive any inquiries about that, just wanted you to be aware that that is scheduled for March sixteenth, which is a Saturday.

1509

04:05:51.440 --> 04:06:17.139

Cooper City Hall: I wanted to give a special thanks to our parking Enforcement team. I know earlier this evening. Commissioner Lizzie, thank you. We recognize some of our volunteers. And the Commission may know that in January this year we actually leveraged our volunteer program to start a parking Enforcement team at no cost to the city since that parking team started in January fifteenth they have logged over a dozen

1510

04:06:17.140 --> 04:06:37.119

Cooper City Hall: patrols. This report is is old. So since the timing of this report, a dozen patrols actually going out into our commercial centers and helping us enforce not only our fire lanes, but also our handicap parking issues that are in our commercial plaza. So I wanna give a special thanks to that parking Enforcement team.

1511

04:06:37.300 --> 04:07:01.680

Cooper City Hall: Our lprs are continuing to yield results for us. On February twenty-seventh we received an alert of a vehicle with the stolen tag entering our city real time, our Cooper City real Time Crime

Center Sergeant, that new position that was added last year in June, effectively heard that saw that Alert communicated it real time to our rope patrol deputies.

1512

04:07:01.680 --> 04:07:30.730

Cooper City Hall: and then our Psu team actually located and arrested the offender. The driver was not just in possession of a stolen tag on that vehicle, but, more importantly, had multiple felony warrants for his arrest to include fleeing and looting and reckless driving. So we're able to capture this person and take them off our streets before any serious incidents happen. So another example of the real Time Crime Center yielding results for us. In the month of February there was 14 cases. The real Time Crime Center helped us solve

1513

04:07:30.740 --> 04:07:34.399

Cooper City Hall: or investigate in this city, which is pretty significant.

1514

04:07:34.520 --> 04:07:53.490

Cooper City Hall: Continuing to leverage that center. We have that stars program. Grant. That's rolling out. I'm pleased to let you know that Montera has completed their integration with the real Time Crime Center. So Montera now has a working Lprs integrated with our center, giving us real time information

1515

04:07:53.490 --> 04:08:13.049

Cooper City Hall: and they will be the first recipient of that Grant program. We're waiting on a couple of more documents for them to bring to the city manager. But Montera will be receiving a reimbursement. Thanks to this Commission on that Grant program, and we're working actively with a dozen other communities that are trying to move through that grant process

1516

04:08:13.190 --> 04:08:16.430

Cooper City Hall: just a few reminders on community events coming up.

1517

04:08:16.700 --> 04:08:35.739

Cooper City Hall: I wanted to remind the Commission that next week we have our Tippa cop at first watch at the breakfast option. So 8 A. M. To 10 A. M. At our first watch, which is a new business over there on University Tuesday, March nineteenth. If you can come out and support, we would love to have you there.

1518

04:08:35.740 --> 04:09:00.700

Cooper City Hall: and we have already on track of raising over $2,000 for special Olympics, and we're hoping that this will help us raise even more. To help that significant initiative. Our shredath on and operation. Medicine Cabinet is scheduled for Saturday, March 20, third, from 10 Am. To one Pm. And so our residents that want to participate in that opportunity again. March 20, third from 10 A. M. To one Pm.

1519

04:09:00.720 --> 04:09:14.950

Cooper City Hall: And I did. Wanna let you know, too, because the city recently added that crime prevention deputy, and once, you know, we're being proactive, especially in light of the current season of tax returns. We did host a crime prevention fraud seminar

1520

04:09:14.950 --> 04:09:32.289

Cooper City Hall: with our partners at the Bright Star Credit Union, and that actually went very well, was very well attended, and the Credit Union reached out to us, sent us a notice of thanks stating to us that they would like to express their gratitude for conducting the recent fraud seminar at their corporate headquarters.

1521

04:09:32.290 --> 04:09:56.649

Cooper City Hall: They say it was incredibly informative and engaging, and I appreciate the collaboration effort that we put into making it a valuable experience for the members and the community, and they look forward that continue partnership. I share that with you because we could only do that because

you gave us the resources and the ability to launch these types of programs for your residents for our community. So thank you for that. I want you to know we're being good stewards of that resource.

1522

04:09:56.680 --> 04:10:26.129

Cooper City Hall: Lastly, I did want to just remind everyone we're coming into a very important just holiday reflection season for the vast majority of our faith based community. Not only did Ramadan start and ahead of us. We have Purim coming up in the next week, but then also the Passover and Easter weeks. I want the Commission to know, and the city manager to know that we have coordinated special patrols for each of our faith based communities.

1523

04:10:26.130 --> 04:10:42.269

Cooper City Hall: and we have personally reached out to the mosque the Haba, the temple, the churches, to see how we can partner with them during this time. That concludes my Pd. Report. If there's any questions before I transition and change my hat to the Fd Component, any questions of the Chief

1524

04:10:43.180 --> 04:10:49.530

Cooper City Hall: Commissioner, Melosie. First I want to compliment. Deputy Mosca.

1525

04:10:49.580 --> 04:10:53.290

Cooper City Hall: I had a resident that was very cranky

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04:10:53.500 --> 04:11:01.839

Cooper City Hall: and not happy with code in any way, shape or form whatsoever. and Deputy Moscow had a word with them.

1527

04:11:02.160 --> 04:11:15.919

Cooper City Hall: and then they wrote a glowing report, and they almost wanted to adopt him. So whatever he did. It was wonderful, and they went from wanting to throw daggers at Bso to

1528

04:11:15.980 --> 04:11:17.170

Cooper City Hall: praising.

1529

04:11:17.220 --> 04:11:23.859

Cooper City Hall: So I just want you to know that you have a a wonderful person in that that deputy.

1530

04:11:24.000 --> 04:11:37.350

Cooper City Hall: I wanted to know if you knew the date to be when everybody was going to be able to sign up for the next crafting with cops. It's on there, but no, no one knows when the release date for is

1531

04:11:37.560 --> 04:11:47.590

Cooper City Hall: So I believe the next craft in the cop is in May May Fourth is coming to my mind. But let me just check really quick, Commissioner

1532

04:11:48.090 --> 04:12:06.630

Cooper City Hall: and just so, you know, it's he's actually the supervisor of code Enforcement Sergeant Mosca. And I'm glad to hear that, because, you know, the culture that we have in code is we really do want to help the residents. We get a lot of complaints. It's hard to please people in code enforcement, but we're always glad to hear when we are able to

1533

04:12:07.140 --> 04:12:10.339

Cooper City Hall: go from dagger to praise. So thank you.

1534

04:12:19.690 --> 04:12:29.390

Cooper City Hall: You can get back to me with that. It's no biggie but people are asking and then 2 more things. So at

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04:12:29.440 --> 04:12:34.559

Cooper City Hall: Founders Day you had your cop volunteers giving out the ices.

1536

04:12:35.040 --> 04:12:53.289

Cooper City Hall: So one of the residents said to me instead of the cop volunteers. You should have your code Enforcement officers doing it because people dislike them so much that it would probably make people like them, because it's a good thing.

1537

04:12:53.610 --> 04:13:13.869

Cooper City Hall: I said. That's actually not a bad idea. I told them I would pass it on. I've done my job. That's that. And then we've had a few issues with cell phones and things being removed from bags at Flamingo West. I know you know about it.

1538

04:13:13.950 --> 04:13:21.329

Cooper City Hall: People have asked if we could install cameras where the stands are

1539

04:13:21.650 --> 04:13:24.039

Cooper City Hall: on the larger fields.

1540

04:13:24.610 --> 04:13:48.210

Cooper City Hall: and I know I spoke to the city manager. He said he was going to look into it. I did not know if that was a real time issue, if that could be somehow tied into your real time, and if that would potentially be good in reference to, you know. Sometimes there's issues on the fields and whatnot. Is that something I harass you or something. I harass him

1541

04:13:49.030 --> 04:14:00.320

Cooper City Hall: so. Cameras on the field. We had first looked at the German shepherds, and then we kind of backed off of that idea. But no, all joking aside. Commissioner Melowsy. Yes, yeah, the Chief and II did send him a note.

1542

04:14:00.460 --> 04:14:30.760

Cooper City Hall: We would do a sit down just to talk about definitely. We've got capacity there to add or the need to add some additional cameras there, as well as some of our other facilities. You may have remembered. Hamid was. We were having some conversation just about for their facilities as well. So I will, I will make sure. The chief and I follow up, and he and I will speak with you directly, just on those next steps.

1543

04:14:30.890 --> 04:14:39.579

Cooper City Hall: I will let you know. I did tell I we sent out a thing to the the coaches, saying, Hey, try and position a parent

1544

04:14:39.750 --> 04:14:51.720

Cooper City Hall: or someone, you know, wherever the bags are that way. This does not happen, or to try and lessen your chances of this happening. But you know just so. You know where there

1545

04:14:52.090 --> 04:14:54.590

Cooper City Hall: the the coaches are trying to be proactive.

1546

04:14:54.610 --> 04:15:11.029

Cooper City Hall: But it. It apparently is still happening, and that was near the I think the benches Right Commissioner. The 2 instances that it happened was in the the bleachers on the the larger fields.

1547

04:15:11.500 --> 04:15:21.229

Cooper City Hall: We'll follow up and circle back with awesome commissioners. May 22. Wednesday, May 22.

1548

04:15:21.380 --> 04:15:25.279

Cooper City Hall: Oh, that data! I'll I will get that date for you. Okay, awesome.

1549

04:15:26.190 --> 04:15:27.110

Cooper City Hall: Thank you.

1550

04:15:27.340 --> 04:15:36.090

Cooper City Hall: You're welcome. Okay? And I know that I know that Chief Harrington couldn't be here at a family emergency. I saw, I believe that you're going to be

1551

04:15:36.190 --> 04:15:55.909

Cooper City Hall: speaking on behalf of the fire department. Yes, I think he told me to say, with no one specific terms, that all of his funding he wanted to transfer to the Pd. For the rest of the year. Let me check the text message.

1552

04:15:56.090 --> 04:16:15.259

Cooper City Hall: No, in all seriousness on behalf of my counterpart. I did want to share to the commission that he was very excited to inform you, and he did inform the manager already, but to inform you that that Cooper City rescue truck that you so graciously funded, that is going into production in June of this year.

1553

04:16:15.260 --> 04:16:33.119

Cooper City Hall: with the anticipated completion date coming off the production line in September of this year. So he was very grateful again for the whole fire department for your support and purchasing that rescue for them, and wanted to let you know that he has been proactively following up with that

1554

04:16:33.410 --> 04:16:42.149

Cooper City Hall: production line to get that those dates. So again, June in production. and then September the anticipated completion date of this year.

1555

04:16:42.460 --> 04:16:54.629

Cooper City Hall: Secondly, he did want to just give a special thanks to all those who helped on his end. On Founders Day he had a lot of support from the fire department, special Operations

1556

04:16:54.630 --> 04:17:19.790

Cooper City Hall: specifically from the Cert volunteers and the Bso. Life safety educators that came out and helped him support the city's beautiful events. So he wanted to thank all of his volunteers and support staff for coming alongside him on that event, and that concludes the fire report for this evening. Thank you, Cap. Any questions of Captain D, for the fire chief's report. Yeah.

1557

04:17:20.480 --> 04:17:42.220

Cooper City Hall: I got a question. I saw on yours. You do this traffic education thing. Guess that's like Wednesdays with Warsaw or something like that, like a knock off of Friday with Frank. So it's actually tomorrow, it's gonna be tomorrow. Okay? And so can you do like Mondays with Moscow. II do think that we should try to do a code enforcement video. That's kind of like a parity.

1558

04:17:42.350 --> 04:17:43.519

Cooper City Hall: It kind of.

1559

04:17:43.550 --> 04:17:55.870

Cooper City Hall: you know, lighten the whole. You know, these people get the code violations, and it's like they're they're heading out to get petitions and pick it. And it's like it's a warning. So, Commissioner. That's a great idea.

1560

04:17:56.150 --> 04:18:15.720

Cooper City Hall: believe it or not, Mike and I have already discussed that idea. We sent him some ideas, even from a fellow city, the city of Hollywood. That does some very nice code videos, very proactive, very engaging with the community. And so it is something that we are currently working on I forget which one we're working on first, Mike.

1561

04:18:16.210 --> 04:18:26.020

Cooper City Hall: the noise ordinance. But we are looking to roll out a series along those lines, but I think it should be something funny like. Did you see Miami beaches where they just did breaking up with spring break.

1562

04:18:26.530 --> 04:18:32.289

Cooper City Hall: you know, breaking up with, you know

1563

04:18:32.300 --> 04:18:35.819

Cooper City Hall: whatever. And it's it's kinda funny. So maybe we could do something like that.

1564

04:18:37.040 --> 04:18:39.689

Cooper City Hall: Anything further of Captain di Giovanni.

1565

04:18:41.130 --> 04:18:47.560

Cooper City Hall: Thank you, Captain. We certainly do appreciate it, Commissioner. Thank you. Commissioner's concerns, Mayor Ross.

1566

04:18:49.950 --> 04:18:51.119

Mayor Ross: No, thank you.

1567

04:18:51.910 --> 04:18:57.269

Cooper City Hall: All Righty Commissioner. Shrouder. Okay, few things Founders Day. I meant.

1568

04:18:57.350 --> 04:19:03.589

Cooper City Hall: I don't know. I don't really like to give out compliments, but I think this was probably the best founders day that I I've been to.

1569

04:19:03.860 --> 04:19:07.520

Cooper City Hall: Obviously we know the problem that we had was, we get capacity.

1570

04:19:07.660 --> 04:19:11.229

Cooper City Hall: That's a probably a good problem to have, you know.

1571

04:19:11.280 --> 04:19:17.839

Cooper City Hall: And and so I think you know, kudos to public works and the Rec department man. They hit that out of the

1572

04:19:17.900 --> 04:19:19.210

Cooper City Hall: arc, literally

1573

04:19:19.520 --> 04:19:27.110

Cooper City Hall: and figuratively. another one, the dog park, and the think. This is the first meeting since we've

1574

04:19:27.170 --> 04:19:46.189

Cooper City Hall: open the dog park. You know. It was well attended, I think people like it. Now, I think we should look at. Maybe we can get it. Some type of shade in there, and maybe another, you know, bench or something, but that's another another great one. This one is for the city manager.

1575

04:19:46.640 --> 04:19:48.430

With regard to

1576

04:19:48.670 --> 04:19:52.229

Cooper City Hall: Melissa from Fort Lauderdale, I really think that we should.

1577

04:19:52.250 --> 04:20:00.890

Cooper City Hall: as a commission, send something to the city of Fort Lauderdale, thanking them for lending us an employee at no cost. She did like a lot of work

1578

04:20:01.050 --> 04:20:23.419

Cooper City Hall: on us. And that's you know, we have a we have a nice draft. I will get it to you all for signature. We do have a draft prepared. We've just been working on that, and I definitely think it'd be great touch. I mean, we should give her something, you know. Recognize her, but also I wanna let the city. Yes, sir.

1579

04:20:23.540 --> 04:20:25.040

Cooper City Hall: and

1580

04:20:25.840 --> 04:20:31.489

Cooper City Hall: I think that's it. Thank you, sir. Commissioner Katzman. Thank you.

1581

04:20:31.630 --> 04:20:32.760

Cooper City Hall: I was kind of.

1582

04:20:33.670 --> 04:20:40.289

Cooper City Hall: you know, Chief Harrington. I don't know what happened. I hope everything's okay. But he really picked the wrong meeting to be out

1583

04:20:40.310 --> 04:20:41.920

Cooper City Hall: because the mayor's not here.

1584

04:20:55.400 --> 04:21:05.729

Cooper City Hall: I echo everything you said about Founders Day, the.in the dog Park 2 2 great events last month. Thank you all. Thanks to thanks to all the employees

1585

04:21:05.900 --> 04:21:07.780

Cooper City Hall: who we saw

1586

04:21:07.930 --> 04:21:20.460

Cooper City Hall: in our faces, parks, interact public works, communications, and also those behind the scenes, finance processing all the extra invoices, I'm sure, and everybody else who was involved. So thank you all.

1587

04:21:21.090 --> 04:21:28.139

Cooper City Hall: this may or may not be a popular thing, but if if we need to have more meetings to get business done, I'm okay with that.

1588

04:21:28.260 --> 04:21:31.820

Cooper City Hall: I know we've been having monthly meetings, or we have a couple of

1589

04:21:32.440 --> 04:21:40.000

Cooper City Hall: 2 in a row. One was unplanned. One is planned. You know. We've got to get the city's business done so. If we can't get things on.

1590

04:21:40.380 --> 04:21:42.019

Cooper City Hall: let's schedule to a month.

1591

04:21:42.360 --> 04:21:48.350

Cooper City Hall: Can't read my handwriting.

1592

04:21:50.880 --> 04:21:52.199

Cooper City Hall: What does that say?

1593

04:21:53.360 --> 04:21:56.760

Cooper City Hall: Sorry to whoever forgot to mention

1594

04:21:57.270 --> 04:22:09.219

Cooper City Hall: Did you want to talk about the you guys sent us an article? I don't know if there was a reason it wasn't brought up. Yeah, that that

1595

04:22:09.930 --> 04:22:11.730

Cooper City Hall: we can. We can.

1596

04:22:12.210 --> 04:22:15.820

Cooper City Hall: Yes, we can bring it up now. We could also

1597

04:22:16.160 --> 04:22:27.559

Cooper City Hall: also do something at the, you know, so sad, sad, sad, sad to

1598

04:22:28.040 --> 04:22:30.759

Cooper City Hall: who's a family from Cooper City.

1599

04:22:31.000 --> 04:22:39.049

Cooper City Hall: and in a plane in a Virginia, I believe, and including a 3 year old child, husband and wife. I believe they lived in Rock Creek.

1600

04:22:39.170 --> 04:22:57.289

Cooper City Hall: So are you sure cause I went on Vcpa. And it said Rock Creek, but regardless they lived in Cooper City, Alfredo Diaz, Kenya.

1601

04:22:57.490 --> 04:23:06.530

Cooper City Hall: and Nicholas, the 3 year old. So I just I don't know if it's kind of late in the meeting, but if we want to do like a woman. Silence, you know, amongst the team.

1602

04:23:14.460 --> 04:23:18.959

Cooper City Hall: Alright, thank you, that's all. Thank you, Commissioner Kassman. Commissioner Malos!

1603

04:23:19.270 --> 04:23:23.520

Cooper City Hall: I'd like to thank everybody that worked hard

1604

04:23:23.630 --> 04:23:25.290

Cooper City Hall: to make founders day

1605

04:23:25.670 --> 04:23:30.749

Cooper City Hall: happen, because I know it takes an enormous amount of work.

1606

04:23:31.170 --> 04:23:34.979

Cooper City Hall: and it is not an easy feat to pull off.

1607

04:23:36.190 --> 04:23:39.749

Cooper City Hall: and our employees are fantastic for doing it.

1608

04:23:39.860 --> 04:23:45.799

Cooper City Hall: So I want to thank everyone that did that. And I appreciate all that you did.

1609

04:23:46.560 --> 04:23:57.140

Cooper City Hall: It was a great event. I will say that when they said that the park was at capacity, I had people that were trying to get in.

1610

04:23:57.140 --> 04:24:20.590

Cooper City Hall: and there were a ton of empty spots. So while they may have been counting the people that were coming in, they were not counting the people that were going out. So it was. There were a lot of people there. II will disagree with the capacity remark that just so, you know, because when they actually let people in like 100 empty parking spaces, and they all had no problem getting in

1611

04:24:20.590 --> 04:24:31.229

Cooper City Hall: the sheriff's office that cut them off. Yeah, those darn Dso. People not going there. No, I'm messing. I love you all. So everybody enjoyed the

1612

04:24:31.700 --> 04:24:33.890

Cooper City Hall: the festivities. The fireworks were

1613

04:24:34.040 --> 04:24:37.270

Cooper City Hall: totally awesome, and everything was great.

1614

04:24:38.500 --> 04:24:43.040

Cooper City Hall: and I thank you very much for that. I

1615

04:24:44.900 --> 04:24:58.750

Cooper City Hall: that's it. Thank you. Thank you, Commissioner Malos. Again I'm gonna echo what has already been said to Mr. Fleming in public works, all of the staff, your staff to Mr. Josh and Parks and Rec. And all of your staff

1616

04:24:58.750 --> 04:25:19.839

Cooper City Hall: to police and fire. I'd be remiss if I didn't think publicly. Say, thank you to Sheriff Tony, for being here for our event on this past Saturday. I do apologize that I did not see him, that we we weren't. I wasn't here, but certainly I am grateful that he took the time to be here for our event.

1617

04:25:20.210 --> 04:25:39.030

Cooper City Hall: Good meeting tonight. We tried. We tried to move through as quickly as we could. And thank you all to the staff that's here. You guys are just absolutely phenomenal. We certainly do appreciate you. Let's not forget this coming weekend is relay for life. Is that correct, Mr. Rhodes?

1618

04:25:39.030 --> 04:25:51.009

Cooper City Hall: So it's let's get ready to relay. We certainly hope that you all have the availability that you can be with us this coming Saturday at 3 pm. At Cooper City.

1619

04:25:51.220 --> 04:26:03.330

Cooper City Hall: Cooper City High School. And with that I'm going. I am finished Miss madam clerk, is there any folks online that have any additional public comments?

1620

04:26:03.520 --> 04:26:07.519

Cooper City Hall: Is there a motion to adjourn? So move good night. All have a good evening.

1621

04:26:22.720 --> 04:26:23.400

I'm

1622

04:26:28.240 --> 04:26:29.139

Cooper City Hall: there's a couple.

CITY OF Cooper City
Someplace Special

CITY COMMISSION STAFF REPORT

DEPARTMENT: Utilities Department

DATE: April 9, 2024

SUBJECT: Motion to approve and authorize the award of Bid No. ITB 2024-1-UTL, Sludge Disposal Services, to the lowest, responsive and responsible bidder, Synagro South, LLC, to remove, transport, and properly dispose of Class B Wastewater Biosolids (sludge), from Wastewater Treatment Plant, and to enter into an agreement at a rate not to exceed $37.50 per Cubic Yard. - **Utilities**

CITY MANAGER RECOMMENDATION:
The City Manager recommends approving and authorizing the award of Bid No. ITB 2024-1-UTL, Sludge Disposal Services, to the lowest, responsive, and responsible bidder, Synagro South, LLC, to remove, transport, and properly dispose of Class B wastewater Biosolids (sludge) from the Wastewater Treatment Plant and enter into an agreement at a rate not to exceed $37.50 per Cubic Yard.

The projected annual volume amounts to 6,000 cubic yards, with a total estimated cost of $225,000.00.

BACKGROUND OF ITEM:
Wastewater Sludge, known as Biosolids, results from wastewater treatment. It accumulates organic and inorganic materials removed from wastewater during treatment. Properly managing and disposing of sludge is crucial to prevent environmental contamination and safeguard public health and safety.

The proposed service contract entails removing, transporting, and properly disposing of Class B wastewater Biosolids (sludge), in cake form, from the City's wastewater treatment facility (WWTF) to an approved disposal site as defined by the appropriate United States Environmental Protection Agency (USEPA) and Florida Department of Environmental Protection (FLDEP) regulations. The sludge will be disposed of in a manner that complies with all appropriate federal, state, and local regulations. The contractor will assume full responsibility for transporting and ultimately disposing of all sludge in compliance with all applicable laws and regulations. Currently, hauling operations are underway at 3 to 4 trucks per week. The Contractor will furnish equipment with drivers to remove the loaded trailers from the WWTF on an "on-call" basis.
For competitive solicitation, the Purchasing Division released an Invitation to Bid (ITB), 2024-1-UTL, titled Sludge Disposal Services, in Sun Sentinel newspaper on February 2, 2024 along with

posting it on DemandStar, an electronic purchasing portal. On March 13, 2024 at 3:00 P.M. EST, the Purchasing Division closed and unsealed three (3) responses. The Purchasing Division reviewed the responses to ensure the responses met the ITB requirements, and the results are as follows:

1. Synagro South, LLC $37.50 (Per Cubic Yard)
2. Revinu, Inc. $174.36 (Per Cubic Yard)
3. USS Hauling &Recycling $183.00 (Per Cubic Yard)

ANALYSIS:

The Purchasing Division reviewed the bid responses, discussed them with the Utilities Department staff, and concluded that Synagro South, LLC, was the lowest, responsive, and responsible bidder who met all the requirements of the ITB for the bid award.

FISCAL IMPACT:

There is sufficient funding available in the Water and Sewer Utility Fund.

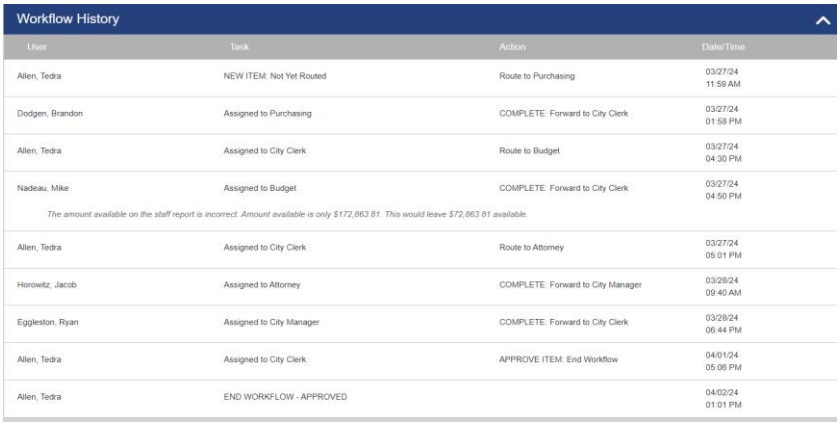
General Ledger Acct. Number	Budgeted Amount	Available Amount	Requested Amount	Remaining Amount
450-931-531240-535	$237,500.00	$172,863.81	$100,000.00	$72,863.81

ALTERNATIVES:

N/A

ATTACHMENTS:

1. Synagro South, LLC - Contract Agreement
2. ITB #2024-1-UTL - Sludge Disposal Services
3. Synagro South LLC - Bid Submittal
4. ITB #2024-1-UTL - Bid Tabulation
5. Vendor Compliance - Synagro South, LLC
6. Purchasing Division Memorandum



Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	Route to Purchasing	03/27/24 11:59 AM
Dodgen, Brandon	Assigned to Purchasing	COMPLETE: Forward to City Clerk	03/27/24 01:58 PM
Allen, Tedra	Assigned to City Clerk	Route to Budget	03/27/24 04:30 PM
Nadeau, Mike	Assigned to Budget	COMPLETE: Forward to City Clerk	03/27/24 04:50 PM
The amount available on the staff report is incorrect. Amount available is only $172,863.81. This would leave $72,863.81 available.			
Allen, Tedra	Assigned to City Clerk	Route to Attorney	03/27/24 05:01 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to City Manager	03/28/24 09:40 AM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to City Clerk	03/28/24 06:44 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	04/01/24 05:06 PM
Allen, Tedra	END WORKFLOW - APPROVED		04/02/24 01:01 PM

DocuSign Envelope ID: 8F496767-629C-4263-9416-B4280DC3331B

AGREEMENT BETWEEN THE CITY OF COOPER CITY AND SYNAGRO SOUTH, LLC

THIS IS AN AGREEMENT, dated the _____ day of _____, 20___, by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 S.W. 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

SYNAGRO SOUTH, LLC, a **sludge disposal services company**, authorized to do business in the State of Florida, with a business address of **435 Williams Court, Suite 100, Baltimore, MD 21220** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREMABLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **Friday, February 2, 2024,** the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **sludge disposal services** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

ITB 2024-1-UTL
"Sludge Disposal Services"

1.2 On **Wednesday, March 13, 2024,** the bids were opened at the offices of the City Clerk.

1.3 On _____ day of _____, 20____**,** the CITY awarded the bid to CONTRACTOR and approved an agreement with CONTRACTOR consistent with the terms and conditions set forth herein.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to deliver **sludge disposal services,** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, **"ITB 2024-1-UTL, Sludge Disposal Services",** attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

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2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

2.5 CONTRACTOR shall not utilize the services of any sub-Contractor without the prior written approval of CITY.

ARTICLE 3
TERM AND TERMINATION

3.1 The term of this Agreement shall be for three (3) years, commencing on _____ and terminating on _____. This Agreement may be renewed for up to one (1) additional two (2) year term, subject to the written consent and agreement by both parties.

3.2 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY immediately.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 CONTRACTOR shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. The compensation shall not exceed the unit prices stated in **Exhibit "B"**.

4.2 CITY will make its best efforts to pay CONTRACTOR within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONTRACTOR at:

SYNAGRO SOUTH, LLC
Attn: Jessica Stahl
P.O. Box 1367
Albany, NY 12201-1367

ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

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5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6
INDEMNIFICATION

6.1 CONTRACTOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

6.2 CONTRACTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONTRACTOR'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONTRACTOR, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONTRACTOR's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONTRACTOR from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 ($10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 7
INSURANCE

Where Contractors are required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the successful Contractor shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The Contractor shall be liable for any damages or loss to the City occasioned by negligence of the Contractor or any person the Contractor has designated in the completion of the contract as a result of his or her bid.

The Contractor shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractor. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

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Contractor shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY with notice of cancellation or the Contractor shall obtain written agreement from its Agent to provide the CITY with 30-day notice of cancellation.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, as soon as reasonably practicable, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

Prior to the commencement of the project, Contractor shall provide the City with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured on a primary and non-contributory basis to the extent of the contractual obligation assumed by the Proposer. Additionally, the Contractor shall provide the City with a copy of the certificates of insurance and a copy of the additional insured endorsement reflecting the same insurance coverage for all subcontractors utilized by Contractor.

The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation and General Liability insurance policy, and affirmed on the Certificate of Liability Insurance and a Waiver of Subrogation Endorsement. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.

7.1 **REQUIRED INSURANCE**

7.1.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $3,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Cooper City must be shown as an additional insured with respect to this coverage.

7.1.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the Contractor engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. Coverage for the Contractor and his subcontractor shall be in

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accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation:	Coverage A	Statutory
2. Employers Liability:	Coverage B	$500,000 Each Accident
		$500,000 Disease – Policy Limit
		$500,000 Disease – Each Employee

7.1.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. Non-Owned Autos (Symbol 9)
   Combined Single Limit (Each Accident) - $1,000,000

7.1.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than $1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.1.5 Sexual Abuse may not be excluded from any policy.

7.2 **REQUIRED INSURANCE ENDORSEMENTS**

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability polices required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30-Day Notice of Cancellation or Non-Renewal to the CITY
4. Contractors' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement. Contractor shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent Contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act,

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the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
VENUE

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 10
PUBLIC RECORDS

10.1 The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service;

10.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

10.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

10.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CITY CLERK
9090 SW 50th PLACE
COOPER CITY, FL 33328
(954) 434-4300
PRR@CooperCity.gov

ARTICLE 11

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FEMA REQUIREMENTS - NOT APPLICABLE FOR THIS AGREEMENT

ARTICLE 12
SCRUTINIZED COMPANIES -- 287.135 AND 215.473

12.1 CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

ARTICLE 13
E-VERIFY

13.1 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

B. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 14
MISCELLANEOUS

14.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONTRACTOR's work product for its intended purposes.

14.2 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractor to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or

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expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

14.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

14.4 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

14.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY: Ryan Eggleston
City Manager
City of Cooper City
9090 S.W. 50th Place
Cooper City, Florida 33328
Telephone No. (954) 434-4300

Copy To: Jacob G. Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

Contractor: **Curt Debrunner**
Area Sales Manager
SYNAGRO SOUTH, LLC
435 Williams Court, Suite 100
Baltimore, MD 21220
E-mail: cdebrunner@synagro.com
Telephone No: 813-495-1060

14.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

14.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

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14.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

14.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

14.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

14.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

14.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

END OF SECTION

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IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF COOPER CITY, a Florida municipal corporation

ATTEST:

BY: _____
CITY MANAGER

BY: _____

BY: _____
CITY CLERK

CITY MAYOR

APPROVED AS TO LEGAL FORM:

BY: DocuSigned by: Jacob Horowitz March 22, 2024
A563A1DDEFD5417...
CITY ATTORNEY

WITNESSED BY:

_____
Signature

_____
Print Name

CONTRACTOR:
SYNAGRO SOUTH, LLC, a Delaware corporation

BY: DocuSigned by: Rhylee Callan
E2F0B533D3754C5...

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ of **SYNAGRO SOUTH, LLC**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **SYNAGRO SOUTH, LLC** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and seal in the State and County aforesaid this ____ day of _____, 20____.

DocuSigned by: Rhylee Callan
E2F0B533D3754C5...
NOTARY PUBLIC

_____
Print or Type Name

My Commission Expires: _____

Meeting Date: 04/09/2024 Item #7.

CITY OF COOPER CITY, FLORIDA

INVITATION TO BID

Sludge Disposal Services
ITB 2024-1-UTL

For information, contact the Purchasing Division:

Tel: 954-434-4300 ext. #268
Purchasing@CooperCity.gov

Release Date: Friday, February 2, 2024
Due Date: Tuesday, March 5, 2024

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CITY OF COOPER CITY
NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the City of Cooper City, Florida, will be accepting sealed bids until 3:00 PM (EST) on Tuesday, March 5, 2024 from qualified contractors that are able to provide sludge disposal services for the city's wastewater treatment plant. Bidders shall comply with the terms, conditions, and specifications contained in this solicitation. The Awarded vendor shall provide all labor, materials, insurance, and incidentals for the project to the City of Cooper City.

Sludge Disposal Services
ITB 2024-1-UTL

The detailed Invitation to Bid (ITB) shall be obtained online at www.demandstar.com.

A NON-MANDATORY Pre-Bid Meeting will be held at 10:00 AM EST, Friday, February 9, 2024, at Cooper City Utilities, 11791 SW 49th Street, Cooper City, 33330.

Bids must be received ONLINE using the www.demandstar.com E-bidding platform. The complete submittal must be received no later than 3:00 P.M. (EST), Tuesday, March 5, 2024. It is anticipated that bids will be opened at approximately 3:01 P.M. EST at the Commission Chambers located at 9090 Southwest 50th Place, Cooper City, Florida 33328.

For questions and/or requests for information about this solicitation, please contact Purchasing@CooperCity.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted by written addendum. All questions must be submitted in writing. Questions of a material nature must be received prior to the cut-off date specified in the Bid/Proposal Schedule. No part of your bid/proposal can be submitted via fax or e-mail.
The City Commission of the City of Cooper City reserves the right, for any reason, to reject any and all bids/bids and to make awards in the best interest of the City.

A Cone of Silence is hereby imposed prohibiting communication regarding this Invitation to Bid between a potential vendor, service provider, bidder, lobbyist, or; consultant and the City Commissioners, City's professional staff including, but not limited to, the City Manager and staff, any member of the City's selection or evaluation committee. For further information about the Cone of Silence, please contact the City's Attorney.

CITY OF COOPER CITY
City Clerk's Office

Please publish one (1) time on: Wednesday, February 7, 2024

Please send invoice and proof of publication to: Tedra Allen, City Clerk City of Cooper City 9090 SW 50 Place Cooper City, FL 33328
TAllen@CooperCity.gov

SECTION I – INTRODUCTION AND INFORMATION

This solicitation may include the words "bid", "proposal" and "offer". These words are used interchangeably in reference to all offers submitted by prospective respondents in response to Requests for Quotes, Requests for Qualifications, Requests for Proposals and Invitations to Bid.

1.1. PURPOSE

The City of Cooper City (the "City") is seeking a company to provide Sludge Disposal Services for the city's wastewater treatment plant. The successful bidder will be required to perform the sludge disposal services, as listed and specified herein and on the Bid Form which is and does become a part of this Bid.

1.2. DUE DATE & SUBMITTALS

1.2.1. All bids must be submitted electronically via www.demandstar.com E-bidding no later than 3:00 PM (EST), Tuesday, March 5, 2024. Bids shall be opened and publicly read in the Commission Chambers, on the date and at the time specified.

1.2.2. Original copy of Bid Form as well as any other pertinent documents must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified herein and on the attached General Conditions, Technical Specifications and Bid Form. The City encourages early submittal of bids.

1.2.3. The bid response forms must be signed by an officer of the proposing entity or an authorized person. Telegraphic, facsimile and email bids will not be accepted.

1.2.4. Bids received after the closing time and date, for any reason whatsoever, will not be considered. All bids received after that time will not be accepted and shall be returned to the Bidder. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City.

1.3. PRE-BID MEETING – NON-MANDATORY

A Pre-Bid Meeting is scheduled for 10:00 AM EST, Friday, February 9, 2024 at Cooper City Utilities Department located at 11791 SW 49th Street, Cooper City, Florida 33328.

1.4. ELIGIBILITY AND COMPETENCY OF BIDDERS

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they, or the principals assigned to the project, have successfully completed services, as specified in the Scope of Services/Technical Specifications section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work.

1.5. CONTRACT TERM

1.5.1. The contract shall be for an initial period of three (3) years commencing the date awarded by City Commission or City Manager, in accordance with the Procurement Code. The contract may be extended for one (1) additional two (2) year terms under the same terms and conditions, if mutually agreed in writing by both parties.

1.5.2. Prior to extending any contract, and in exercising its discretion in its extension rights, the City shall review the Contractor's past performance, record of complaints, and compliance with the contract terms.

1.5.3. The form and legal sufficiency of the Contract shall be subject to the approval of the City Attorney.

1.6. SUPPLY/DELIVERY LOCATION/WORK

Wastewater sludge is produced by the City's wastewater treatment facility located at the Cooper City Utilities Complex, 11791 SW 49th Street, Cooper City, FL 33330. The Contractor's trailers will be loaded, by the City, at that location.

1.7. PRICE

It is requested that bidders quote fixed prices that will be guaranteed to the City for a period of 120-days, commencing on the bid submittal due date. Bidder acknowledges that, in certain circumstances, the City may require this amount of time to evaluate and award a bid.

1.8. EQUITABLE ADJUSTMENT

The City may, in its sole discretion, make an equitable adjustment in the Contract Terms and conditions and/or pricing. If pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace that satisfy all the following criteria: 1) the volatility is due to causes wholly beyond the successful Bidder's control; 2) the volatility affects the marketplace or industry, not just the particular successful Bidder's source of supply; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the successful Bidder that continued performance of the Contract would result in substantial loss. Any adjustment would require irrefutable evidence and written approval by the Purchasing Division.

1.9. METHOD OF AWARD

1.9.1. The contract will be awarded to the *lowest* responsive, responsible Bidder, whose Bid, conforming to the Solicitation, is most advantageous to the City. The *lowest* responsive, responsible Bidder(s) will be determined in conjunction with the methods described below. Tie Bids will be decided as described in the General Conditions.

1.9.2. Bidder must bid on all standard items listed on Bid Form to qualify for award of the contract.

1.9.3. The City reserves the right to reject all bids or any portion of any bid the City deems necessary for the best interest of the City, to accept any item or group of items unless qualified by the Bidder, to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and the City Code.

1.9.4. Bid prices should be submitted with the understanding that the City is not authorized to pay service charges, which may be imposed due to the late payment of an invoice, which has become delinquent.

1.9.5. The City shall award a contract to a Bidder through action taken by the City Commission of the City of Cooper City (the "City Commission") at a duly authorized meeting.

1.9.6. The General Terms and Conditions, the Special Conditions, the Technical Specifications, the Bidder's Proposal, the Contract referenced and the work authorizations are collectively an integral part of the contract between the City and the successful Bidder.

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

1.9.8. The City reserves the right to automatically extend the contract for a maximum period not to exceed one hundred and eighty (180) calendar days, in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded. If this right is exercised, the City shall notify the Bidder, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. By affixing its authorized signature to this Bid Form, the Bidder hereby acknowledges and agrees to this right of the City.

1.10. INVOICES/PAYMENT

Invoices documenting completed work shall be submitted at the completion of each request for work and must contain detailed information including the location and amount of work performed. Contractor shall submit an exact listing of completed work with submission of invoice for payment.

In accordance with Florida Statute 255.078, for contracts for construction services, Cooper City will withhold 5% retainage on each progress payment until all work is complete. Retainage is calculated on the total contract cost which includes any change orders pre-approved by the City.

Every effort will be made by the City to remit payment within 30 days of the invoice date, after satisfactory inspection by the using department. BIDDERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY. ALL CHECKS WILL BE MAILED TO THE VENDOR'S REMIT TO ADDRESS ON FILE.

Invoices shall be emailed MONTHLY to AccountsPayable@CooperCity.gov, or sent via US Mail to City of Cooper City, 9090 SW 50th Place, Cooper City, FL 33328. All invoices must reference the applicable Work Authorization and/or Bid number.

1.11. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact the Purchasing Division via email Purchasing@CooperCity.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted by written addendum.

All questions must be submitted in writing. Questions of a material nature must be received prior to the cut-off date specified in the Bid Schedule. No part of your bid can be submitted via fax or e-mail.

1.12. WRITTEN CONTRACT

The awarded Bidder/Proposer shall be required to enter into a written Contract with the City, The Contract form shall be prepared by the City and shall incorporate the terms of this solicitation, the accepted Bid, and include a termination for convenience clause, liquidated damages clause and other terms which may be required by the City and acceptable by the City Commissioners. The Contract shall be substantially in the form attached to this solicitation. No work shall be performed or payment due unless a written Contract is fully executed and approved by the City Commissioners.

1.13. OPTIONAL CONTRACT USAGE/PIGGYBACK STATEMENT

Contractor is requested to indicate on the Bid if they will extend the pricing, terms and conditions of this bid to other government agencies, if the Contractor is the successful vendor. If the successful vendor agrees to this provision, participating agencies may enter into a contract with the successful vendor for the purchase of the service and commodities described herein based on the terms, conditions, prices, and percentages offered by the successful vendor to the City. Minor changes in terms and conditions may be negotiated by participating agencies following the award of this contract.

[END OF SECTION]

SECTION II – SOLICITATION SCHEDULE

Item	Date
Release Bid	Friday, February 2, 2024
Pre-Bid Meeting (Non-Mandatory) 10:00 AM EST *Cooper City Utilities Department located at 11791 SW 49th Street, Cooper City, Florida 33328.*	Friday, February 9, 2024
Last Date for Receipt of Questions of a Material Nature	Friday, February 23, 2024
BIDS DUE (Prior to 3:00PM EST) **Via www.demandstar.com sealed E-bidding ONLY**	**Tuesday, March 5, 2024**
Recommendation of Award issued to City Commission	TBD
Anticipated Award of Contract by City Commission	TBD

The City reserves the right to modify the solicitation schedule. Upon modification of the solicitation schedule, notice will be provided to all proposers online via https://www.demandstar.com and the City website.

[END OF SECTION]

SECTION III – GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Cooper City Finance Department - Purchasing Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Special Conditions, Technical Specifications, Instructions, Bid Pages, Addenda, and Legal Advertisement.

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

3.2. BID TABULATIONS
Bidders desiring a copy of the bid tabulation may obtain one online at www.DemandStar.com.

3.3. NO BID
If not submitting a bid, please respond by returning a statement indicating your reason. Repeated failure to respond without sufficient justification shall be cause for removal of a supplier's name from the bid mailing list. NOTE: In order to qualify as a respondent, a Bidder shall submit a "no bid" and same shall be received no later than the stated bid opening date and hour.

3.4. BILLING INSTRUCTIONS
Invoices, unless otherwise indicated, shall show any applicable purchase order number, Work Authorization, and respective Bid number and shall be submitted to the Accounts Payable division of Finance located at 9090 SW 50th Place, Cooper City, FL 33328, with the requesting Department labeled on the mailing envelope. Invoices may be emailed to AccountsPayable@CooperCity.gov.

3.5. TAXES
The City is exempt from Federal Excise and State taxes. The applicable tax exemption number shall be printed on the task order, Purchase Order, or other authorizing City Document.

3.6. EQUIVALENTS
If Bidder offers makes of equipment or brands of supplies other than those specified in the Invitation to Bid, he shall so indicate on his bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

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

Bidder shall indicate on the Bid Form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. OTHER THAN SPECIFIED ITEMS OFFERED REQUIRES COMPLETE DESCRIPTIVE TECHNICAL LITERATURE MARKED TO INDICATE DETAIL(S) CONFORMANCE WITH SPECIFICATIONS AND SHALL BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.

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

3.7. MISTAKES
Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so shall be at the Bidder's risk. In the case of a discrepancy in computing the total amount of the bid, the UNIT PRICE quoted shall govern.

3.8. CONDITIONS AND PACKAGING
It is understood and agreed that any item offered or shipped as a result of this bid shall be latest and most current production model at the time of this bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

3.9. QUALITY
All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid shall be new, the latest model, of the best quality, and highest grade workmanship.

3.10. CANCELLATION
In the event that any of the provisions of this bid are violated by the contractor, the Purchasing Division shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Commission for immediate cancellation. The City Commission reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party and may provide for additional rights and remedies pursuant to Section 3.38/3.39. The City Commission may delegate this authority to the City Manager.

3.11. PROTESTS, APPEALS AND DISPUTES
Protests shall be submitted in writing to the Purchasing Division no later than five (5) working days prior to scheduled award by the City. Should the matter not be resolved to the satisfaction of the Bidder, the appeal shall be heard by the City Commission. The Purchasing Division shall act as the City's representative, in the issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence relating to the bidding process. All costs accruing from a Bid or award challenge shall be assumed by the challenger. The decision of the City Commission shall be final and conclusive. The City Commission's decision shall be binding on all parties concerned, subject to review only on the grounds that it constitutes arbitrary action, in a court of competent jurisdiction in Broward County in accordance with laws of the State of Florida.

3.12. PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT
If the Bidder is awarded a contract under this bid solicitation, the prices quoted by the Bidder on the Bid Form shall remain fixed and firm during the term of the contract; provided however, that the Bidder may offer incentive discounts from the fixed price to the City at any time during the contractual term. Price adjustments may be allowed on multi-year term contracts (See Section 1.8 for details).

3.13. COMPLETE PROJECT REQUIRED
Contractor shall complete the work outlined in the Scope of Work as well as any future task orders. Completed work shall meet all specifications identified therein. Failure to list any item or classes under the Scope of Work shall not relieve the contractor from furnishing, installing or performing such work where required by any part of these specifications, or necessary for the satisfactory completion of the project.

3.14. PRICES QUOTED
Bidder shall deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices shall be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices shall be F.O.B. / C.I.F. destination, freight prepaid (unless otherwise stated in special conditions). Award, if made, shall be in accordance with terms and conditions stated herein. Each item shall be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered shall not be a consideration in determination of award of bid(s).

3.15. UNDERWRITERS' LABORATORIES (the "UL")
Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination listing where such has been established by UL for the item(s) offered and furnished.

3.16. NON-CONFORMANCE TO CONTRACT CONDITIONS
Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or Purchase order or Task Order may be purchased on the open market with any increase in cost charged to the Bidder. Any violation of these stipulations may also result in:

a. Vendor's name being removed from the vendor list;
b. All City Departments being advised not to do business with vendor.

3.17. DISPUTES
In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties.

3.18. LEGAL REQUIREMENTS
Federal, state, county and city laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

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

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

3.21. ANTI-DISCRIMINATION
The Bidder certifies that he/she is in compliance with the non-discrimination clause contained in Florida State Statute Section 202, Executive Order 11246, as amended by Executive Order 11375 and applicable laws relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

3.22. DEFAULT
In the event of default on a contract, the Contractor shall pay all attorneys' fees and court costs incurred by City in collecting any liquidated damages. The City further reserves the right to retain any bonds issued with the Bid.

3.23. SUBSTITUTIONS
The City SHALL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their bid once awarded. Any substitute shipments shall be returned at the Bidder's expense.

3.24. BIDDER'S FACILITIES
The City reserves the right to conduct site visits to Contractor's business location(s) at any time with prior notice and/or may request that Contractor participate in live presentations. The selection of a Contractor may be based wholly or in part upon the results of site visits or live presentations.

3.25. DISCLAIMER
The City may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the City's requirements shall not be considered. After all bids are analyzed, organizations submitting bids that appear, solely in the opinion of the City, to be the most competitive, shall be submitted to the City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City. The selection by the City shall be based on the bid, which is, in the sole opinion of the City Commission, in the best interest of the City. The issuance of this bid constitutes only an invitation to make presentations to the City. The City reserves the right to determine, at its sole discretion, whether any aspect of the bid satisfies the criteria established in this Bid. In all cases the City shall have no liability to any contractor for any costs or expense, incurred in connection with this bid or otherwise.

3.26. EVIDENCE

The submission of a Bid shall be prima facie evidence that the Contractor is familiar with and agrees to comply with the contents of this Bid.

3.27. DEMONSTRATION OF COMPETENCY

3.27.1. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids shall only be considered from firms, which are regularly engaged in the business of providing the goods and/or services as described in this Bid. Bidders shall be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the City.

3.27.2. The City shall consider any available evidence regarding the financial and technical qualifications and abilities of a Bidder as well as past performance (experience) with the City and any and all other evidence the City deems pertinent in making the award in the best interest of the City.

3.27.3. The City may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the City through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Bidder's Bid may render the Bid non-responsive.

3.27.4. The City may, during the term of the Contract between the City and the Contractor is in force, review the Contractor's record of performance to insure that the Bidder is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Contractor's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the Contractor no longer possesses the financial support, equipment and organization which would have been necessary during the term of the Contract in order to comply with this demonstration of competency section.

3.28. ASSIGNMENT

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

3.29. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Bidder and persons employed or utilized by the Bidder in the performance of the Contract.

3.30. NON-EXCLUSIVE

The City retains the right to procure services from other providers.

3.31. SUNSHINE LAW

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Bidder acknowledges that the materials submitted with the Bid and the results of the City evaluation are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

3.32. FORCE MAJEURE

The performance of any act by the City or Contractor hereunder may be delayed or suspended at any time where either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party. However, the City shall have the right to provide substitute service from third parties or City forces

and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement resulting from the Bid.

3.33. COLLUSION

By offering a submission pursuant to this Invitation to Bid, the Bidder certifies the Bidder has not divulged, discussed, or compared his Bid with other Bidders and has not colluded with any other Bidder or parties to this Bid whatsoever. The Bidder certifies, and in the case of a joint bid, each party thereto certifies, as to his own organization, that in connection with this Bid:

3.33.1. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor.

3.33.2. Any prices and/or cost data quoted for this Bid have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the scheduled opening, directly or indirectly to any other Bidder or to any competitor.

3.33.3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

3.33.4. The only person or persons interested in this Bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.

3.33.5. No person or agency has been employed or retained to solicit or secure the award of the bid upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except for bona fide employees maintained by the Bidder.

3.34. CONE OF SILENCE

A. Definitions: "Cone of Silence," as used herein, means a prohibition on any communication regarding this Invitation to Bid/Invitation to Bid between:
   i. a potential vendor, service provider, Bidder, lobbyist, or consultant, and;
   ii. the City Commissioners, City's professional staff including, but not limited to, the City Manager and his staff, any member of the City's selection or evaluation committee.

B. Restriction; Notice: A Cone of Silence shall be imposed upon each solicitation after its advertisement. At the time of imposition of the Cone of Silence, the City Manager or his designee shall provide for public notice of the Cone of Silence by posting a notice at City Hall. Additional notice thereof shall be provided to the affected departments, and to each City Commissioner. The City may include a statement disclosing the requirements of this section in any public solicitation for goods or services.

C. Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether regular or special meeting) at which the City Manager makes a written recommendation to the City Commission for the award of the Contract. However, if the City Commission refers back to the City Manager or staff for further information, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

   Exceptions to Applicability: The provisions of this section shall not apply to:

   i. Oral communications at pre-solicitation meetings;
   ii. Oral presentations before selection or evaluation committees;
   iii. Public presentations made to the City Commissioners during any duly noticed public meeting; Communications in writing at any time with any City employee, unless specifically prohibited by the applicable solicitation documents; in which case the Bidder shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
   iv. Communications regarding a particular solicitation between potential vendor, service provider, Bidder, lobbyist or consultant and the City's Purchasing Division or City employee designated responsible for administering the

procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

D. Penalties: Violation of this section by a particular Bidder shall render any award to said Bidder potentially void by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a City employee may subject said employee to disciplinary action.

E. Clarification: Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

3.35. ELIGIBILITY

All agents, employees and subcontractors of the Bidder retained to perform services pursuant to this bid shall comply with all laws of the United States concerning work eligibility.

3.36. TIE BIDS/PREFERENCE

Whenever two or more Bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a Bid received from a business that certifies that is 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:

3.36.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

3.36.2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3.36.3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

3.36.4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo-contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

3.36.5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such program is available in the employee's community, by any employee who is so convicted.

3.36.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

3.37. SPOT MARKET PRICING: N/A

3.38. PROPERTY

Property owned by the City is the responsibility of the City. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the City shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

3.39. TERMINATION FOR DEFAULT

If Contractor defaults in its performance under the Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate the Contract, in whole or in part, upon written notice without penalty to the City. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that

if, (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is without his or his subcontractor's control, fault or negligence, the termination will be deemed to be a termination for convenience of the City under Section 3.40.

3.40. TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract, in whole or in part, upon 30 days prior written notice, when it is in the best interest of the City. If the Contract is for supplies, products, equipment or software, and is terminated for convenience by the City, the Contractor will be compensated in accordance with an agreed upon adjustment of cost. To the extent that the Contract is for services and so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

3.41. CONFIDENTIALITY

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. If this Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

3.42. GOVERNING LAW AND VENUE

The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Broward County, Florida.

3.43. NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Bid or the resulting Contract will be deemed or construed to create a partnership or joint venture between the City and Contractor, or to create any other similar relationship between the parties.

3.44. AUDITS

The City shall have access to all books, records, and documents of the Contractor which directly relate to the work to be performed for the purpose of inspection and auditing upon reasonable written notice during normal business hours at the office of the Contractor or at some location mutually agreed upon by the City and the Contractor.

3.45. PUBLIC RECORDS:

A. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

B. Upon request from the City custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

E. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

F. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

G. In accordance with Section 119.0701(1)(a), Florida Statutes, **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT CUSTODIAN OF PUBLIC RECORDS:**

TEDRA ALLEN / CITY CLERK
CITY OF COOPER CITY
9090 SW 50th PLACE
COOPER CITY, FL 33328
PRR@COOPERCITY.GOV

3.46. SCRUTINIZED COMPANIES -- 287.135 AND 215.473

SCRUTINIZED COMPANIES. CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

3.47. E-VERIFY

A. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

i. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

ii. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

iii. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

[END OF SECTION]

SECTION IV – SPECIAL CONDITIONS

4.1. GENERAL CONDITIONS
The General Conditions shown above (Section III) are modified as follows.

4.2. TIME OF COMPLETION - NOT REQUIRED FOR THIS BID
Time is a very important factor in the performance of this work. The time for final completion and readiness for final payment are to be set forth in the bid and shall become part of the contract documents**.** Violation may void the contract, and/or preclude the contractor from bidding additional projects for the City, until such time that the work has been satisfactorily completed and inspected.

4.3. INSURANCE
Where Contractors are required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the successful Contractor shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The Contractor shall be liable for any damages or loss to the City occasioned by negligence of the Contractor or any person the Contractor has designated in the completion of the contract as a result of his or her bid.

The Contractor shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractor. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY with notice of cancellation or the Contractor shall obtain written agreement from its Agent to provide the CITY with 30-day notice of cancellation.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The Contractor shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. Contractor shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

Prior to the commencement of the project, Contractor shall provide the City with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured on a primary and non- contributory basis to the extent of the contractual obligation assumed by the Proposer. Additionally, the Contractor shall provide the City with a copy of the certificates of insurance and a copy of the additional insured endorsement reflecting the same insurance coverage for all subcontractors utilized by Contractor.

The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation and General Liability insurance policy, and affirmed on the Certificate of Liability Insurance and a Waiver of Subrogation Endorsement. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.

4.3.1. REQUIRED INSURANCE

Prior to Award and in any event prior to commencing work, the Successful Proposer shall provide City with certified copies of all insurance policies providing coverage as required. The awarded vendor shall maintain insurance coverage against claims relating to any act or omission by Successful Proposer, its agents, representatives, employees, or Subcontractor in connection with the Contract. City reserves the right at any time to review and adjust the limits and types of coverage required.

4.3.1.1. Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $3,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Cooper City must be shown as an additional insured with respect to this coverage.

4.3.1.2. Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the Contractor engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. Coverage for the Contractor and his subcontractor shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation:	Coverage A	Statutory
2. Employers Liability:	Coverage B	$500,000 Each Accident
		$500,000 Disease – Policy Limit
		$500,000 Disease – Each Employee

Proof of Workers Compensation Insurance or Exemption shall be provided, as described in Attachment H.

4.3.1.3. Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. Non-Owned Autos (Symbol 9)
   Combined Single Limit (Each Accident) - $1,000,000

4.3.2. REQUIRED INSURANCE ENDORSEMENTS

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability polices required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 45-Day Notice of Cancellation or Non-Renewal to the CITY
4. Contractors' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement. Contractor shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

4.3.3. PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

Contractor shall provide coverage for all claims arising out of the services performed with limits not less than $1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit. The Proposer shall either require of its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Proposer's own policies. Sexual Abuse may not be excluded from any policy.

4.3.4. BUILDER'S RISK INSURANCE - NOT REQUIRED FOR THIS BID

The coverage shall be "All Risk" coverage for 100 percent of the completed value, covering the City, as a named insured, with a deductible of not more than Five Thousand Dollars ($5,000.00) per claim and the Contractor specifically agrees to pay all deductibles. The Policy must provide that the Builder's Risk coverage will continue to apply until final acceptance of the Project by City.

The Contractor must submit, prior to commencement of any work, a Certificate of Insurance showing the City of Cooper City as additional insured for the insurance required in sections 4.3.1.

The Contractor shall either require its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Contractor's own policies.

4.4. PERMITS, FEES AND NOTICES

4.4.1. The City shall pay all CITY OF COOPER CITY'S PERMIT FEES required to complete the project; however, the Successful Proposer shall secure and be responsible for obtaining any and all permits and licenses necessary for the proper execution and completion of the work. The Successful Proposer shall use their best efforts to obtain all necessary permits as soon as possible after the date of Contract award. Any delays in obtaining permits must be brought to the attention of the Purchasing Division and using department without delay.

4.4.2. The Successful proposer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The CITY shall not be responsible for monitoring the Successful Proposer's compliance with any laws or regulations.

4.4.3. The Successful proposer shall secure, complete and file with the Clerk of Courts of Broward County, a Certified Notice of Commencement required per chapter 96-838, Laws of Florida. This notice must be on file with the City of Cooper City Building Department, and be displayed on the job site prior to the first inspection.

4.5. BONDS

4.5.1. PERFORMANCE/PAYMENT BOND - NOT REQUIRED FOR THIS BID

All task orders that exceed $100,000 will require, upon award, a 100% Performance Bond which may be in the form of a Cashier's Check, made payable to the City (please note that cashier's checks will be deposited into an escrow account for the term of the bid); or a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be issued from a bank located in Broward County, be in the full amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City. The City, to draw on same, would have to give written notice to the bank with a copy to the successful Bidder.

4.5.2. BID BOND - NOT REQUIRED FOR THIS BID

Bids **MUST** be accompanied by a Bid security made payable to the City in an amount equal to five percent (5%) of the Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid Bond (Attachment O) issued by an authorized surety.

The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security (Public Construction Bond) and met the other conditions of the Notice of Award, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required security within 15 days of the issuance of the Notice of Award, the City may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder shall be forfeited. Such forfeiture shall be City's exclusive remedy if Bidder defaults. The Bid security of Bidders whom the Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective date of the Agreement or 61 days after the Bid opening, whereupon the Bid security furnished by such Bidders will be returned.

The Bid security of Bidders whom the City believes do not have a reasonable chance of receiving the award will be returned within 21 days after the Bid opening.

4.6. VARIANCES

While the City allows Contractors to take variances to the solicitation terms, conditions, and specifications, the number and extent of variances taken shall be considered in determining bid responsiveness and in allocating bid evaluation points.

4.7. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

4.8. SELLING, TRANSFERRING OR ASSIGNING CONTRACT
No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the City Attorney, or City Attorney's designee.

4.9. SUBSTITUTION OF PERSONNEL
It is the intention of the City that the Contractor's personnel proposed for the contract shall be available for the entire contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause.

4.10. DAMAGE TO PUBLIC OR PRIVATE PROPERTY
Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

4.11. CONTRACTORS' COSTS
The City shall not be liable for any costs incurred by bidders in responding to this solicitation.

4.12. INVOICES/PAYMENT
Invoices documenting completed work shall be submitted at the completion of each request for work and must contain detailed information including the location and amount of work performed. Contractor shall submit an exact listing of completed work with submission of invoice for payment.

Every effort will be made by the City to remit payment within 30 days of the invoice date, after satisfactory inspection by the using department. BIDDERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY. ALL CHECKS WILL BE MAILED TO THE VENDOR'S REMIT TO ADDRESS ON FILE.

Invoices shall be emailed to AccountsPayable@CooperCity.gov, or sent via US Mail to City of Cooper City, 9090 SW 50th Place, Cooper City, FL 33328. All invoices must reference the applicable Work Authorization and/or Bid number.

The City shall accept original invoices no more frequently than once per month. Each invoice shall fully detail the hourly costs and all related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. The City will endeavor to make payment on a correct invoice within thirty (30) days after receipt of an invoice acceptable to the City. If, at any time during the contract, the City shall not approve or accept the contractor's work product, and agreement cannot be reached between the City and the contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the contractor on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed.

4.13. DELETION OR MODIFICATION OF SERVICES
The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion .If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor shall submit a revised budget to the City for approval prior to proceeding with the work.

4.14. REQUESTS FOR MODIFICATION
The City reserves the right to request that the Bidder modify his bid to more fully meet the needs of the City.

4.15. BID ACKNOWLEDGMENT
By submitting a bid, the bidder certifies that he has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed.

4.16. REQUESTS FOR ADDITIONAL INFORMATION BY CITY
The bidder shall furnish such additional information as the City may reasonably require. This includes information, which indicates financial resources as well as ability to provide the product(s) and/or services. The City reserves the right to make investigations of the qualifications of the bidder as it deems appropriate, including but not limited to, a background investigation conducted by the Broward Sheriff's Office.

4.17. ACCEPTANCE/REJECTION/MODIFICATION TO BIDS
The City reserves the right to negotiate modifications to bids that it deems acceptable, reject any and all bids, and to waive minor irregularities in the bids.

4.18. ALTERNATE BIDS
An alternate bid is viewed by the City as a bid describing an approach to accomplishing the requirements of the Request for Bid which differs from the approach set forth in the solicitation. An alternate bid may also be a second bid submitted by the same bidder which differs in some degree from its basic or prime bid. Alternate bids may be in the area of technical approach, or other provisions or requirements of the solicitation. The City shall, during the initial evaluation process, consider all alternate bids submitted.

4.19. ADDENDUM OR AMENDMENT TO REQUEST FOR BID
If it becomes necessary to revise or amend any part of this Request for Bid, the City's Purchasing Division shall furnish the revision by written Addendum and will place it on the City's website.

4.20. PROPRIETARY INFORMATION
In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all bidders should be aware that Invitation to Bid and the responses are in the public domain. However, the bidders are required to *identify specifically* any information contained in their bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All bids received from bidders in response to this Request for Bid will become the property of the City and will not be returned to the bidders. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the City.

4.21. RECORDS RETENTION
The Contractor awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this solicitation. All records, documents and information collected and/or maintained by others in the course of the administration of the agreement shall be transferred to electronic data storage media and copies given to the City to retain for its use. This information shall be made accessible at the awardees place of business to the City, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction and audit without restriction.

4.22. CONTRACT DOCUMENT
The entire contents of this Invitation to Bid, along with the Bidder's Bid and any subsequent task orders or change orders, are collectively an integral part of the contract between the City and the Contractor.

4.23. PERFORMANCE STANDARDS
If it is determined that the Contractor did not perform the work and/or does not comply with the specifications after inspection has been made by the City's Designee, one of the following actions will be taken, if Contractor has not corrected the deficiencies within 24 hours of notification by City's designee:

i. The Contractor's invoice will be deducted by the amount bid for the deficient location, **OR;**
ii. The Contractor will be billed, or have deducted, the total cost of labor, materials and equipment required for the City or another Contractor to perform the work due.

4.24. LIQUIDATED DAMAGES

Liquidated damages of $100.00 per day will be deducted from the contract sum for the unit cost of service for each calendar day elapsing beyond the specified time for completion for each scheduled service visit without prior approval for an extension from the City's Designee.

4.25. FEMA REQUIREMENTS – NOT REQUIRED FOR THIS BID

Any reference made to CONTRACTOR in this section shall also apply to any Subcontractor under the terms of this Contract. CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses:

4.25.1. CONTRACTOR shall assist CITY in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to costs arising out of the services provided pursuant to this Agreement. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries.

4.25.2. If reimbursement is denied to CITY due to CONTRACTOR's negligence collecting or removing debris, completing project worksheets and load tickets, or documenting work performed, CONTRACTOR upon notification from FEMA or the Florida Division of Emergency Management of such denial and upon written demand by the CITY, shall reimburse CITY for amounts denied due to CONTRACTOR's negligence. This obligation shall survive the term or termination of this Agreement.

4.25.3. Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec.200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of this section shall prevail.

4.25.3.1. Equal Employment Opportunity: During the performance of this contract, CONTRACTOR agrees as follows:

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

(4) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of

September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) CONTRACTOR will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

4.25.3.2. Davis-Bacon Act: Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). 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.

4.25.3.3. Copeland “Anti-Kickback” Act: CONTRACTOR shall comply with the Copeland “Anti-Kickback” Act, (40 U.S.C. 3145), 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”). CONTRACTOR 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 they are otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

4.25.3.4. Contract Work Hours and Safety Standards Act. (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) 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.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which they are employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

4.25.3.5. Clean Air Act: Pursuant to 42 U.S.C. 7401- 7671q. and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended CONTRACTOR agrees 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). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Clean Air Act:

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act:

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

4.25.3.6. Suspension and Debarment. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995),

or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(1) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(2) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

4.25.3.7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).Contractors who apply or bid for an award of $100,000 or more shall 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 shall 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 recipient."

4.25.3.8. Compliance with State Energy Policy and Conservation Act. Contractor shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

4.25.3.9. Recovered Materials.

(1) In the performance of this Contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the contract performance schedule;
ii. Meeting Contract performance requirements; or
iii. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

4.25.3.10. Pursuant to 44 CFR 13.36(i)(7), contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41

4.25.3.11. Pursuant to 44 CFR 13.36(i)(8), contractor agrees that if this Agreement results in any copyrightable materials or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

4.25.3.12. Access to Records. In accordance with 44 CFR 13.36(i)(11) and Chapters 119 and 257, Florida Statutes,

(1) The contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The contractor agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case contractor agrees to maintain same until the City, the

State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

4.25.3.13. No Obligation by the Federal Government

(1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the contract and shall not be subject to any obligations or liabilities to the City, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

4.25.3.14. DHS Seal, Logo, and Flags. The contractor shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

4.25.3.15. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

4.25.3.16. Fraudulent Statements. The contractor acknowledges that 31 U.S.C. Chap. 38 applies to the contractor's actions pertaining to this Contract.

[END OF SECTION]

SECTION V – SCOPE OF WORK / TECHNICAL SPECIFICATIONS

5.1 SCOPE OF WORK

The City of Cooper City is seeking a qualified and properly licensed Contractor to remove, transport, and properly dispose of Class B wastewater biosolids (sludge), in cake form, from the City's wastewater treatment facility (WWTF), to an approved disposal site as defined by the appropriate United States Environmental Protection Agency (USEPA) and Florida Department of Environmental Protection (FLDEP) regulations. The sludge will be disposed of in a manner that complies with all appropriate federal, state and local regulations. The selected awarded bidder will be fully responsible for the transportation and final disposal of all sludge in compliance with all applicable laws and regulations. The awarded bidder shall employ appropriate commercial licensed drivers, and possess all necessary equipment required for the performance of work, which shall include a sufficient number of leak-proof trailers to transport the sludge. Hauling is presently being performed at the rate of 3 to 4 trucks per week. The Contractor shall be capable of providing equipment with drivers to remove the loaded trailers from the WWTF on an "on-call" basis.

5.2 ANALYSIS OF EXISTING OPERATING SYSTEMS

The awarded bidder shall be required to review and analyze the City's current transportation, treatment, and disposal process including, but not limited to, site layout, traffic patterns, potential available disposal site locations and any other data and reports as may be deemed necessary to complete the project requirement.

5.3 DEVELOPMENT OF BIOSOLIDS TREATMENT & DISPOSAL PLAN

5.3.1 The awarded bidder shall provide a detailed plan which will serve to identify the methods that will be utilized to remove, transport, and dispose of sludge generated at the City's WWTF. This plan shall be used to verify compliance with these bid specifications. The operating permit for the WWTF allows for sludge be transferred to a FDEP permitted sludge treatment facility, used as a biofuel or for bioenergy, land applied, and/or disposed of in a Class I solid waste landfill. The awarded bidder shall dispose of the sludge in a manner that complies with all appropriate federal, state and local regulations**.**

5.3.2 The awarded bidder shall be required to complete and submit the annual Residuals Summary and Report to FDEP each February and copies of those reports will be required to be submitted to the City.

5.3.3 If the sludge is to be disposed of via land application, the awarded bidder shall ensure that all regulatory compliance criteria are met, including but not limited to loading rates, methods of application, and setbacks. In the case of land application, the awarded bidder shall:

1. Provide five (5) copies of an agricultural use plan for each site to the City for inclusion in the City's Operating Permit. awarded bidder shall submit, if necessary, any new agricultural use plans and associated fees to FDEP along with any fees required to modify the FDEP and BCEPGMD plant operating permits.
2. Obtain and maintain in good standings all necessary local, regional, state and federal permits and licenses to transport, store and land apply sludge from the City to the awarded bidder's site.
3. Provide the City with detailed land application records of their site in accordance with Chapter 62-640 F.A.C. and Title 40 CFR Part 503. These records will include load ticket manifests and database management of application rates for six (6) months' summary updates. A monthly summary of all records will be sent to the City.
4. Land apply sludge on a schedule to assure that odors are not generated due to prolonged storage, over-application or mismanagement of the site.
5. Contractor shall assume all sludge life cycle responsibility as defined by FDEP and USEPA in F.A.C. Chapter 62-640 and Title 40 CFR 40 Part 503.

5.3.4 If the awarded bidder is found in violation of improper disposal of the sludge by the Florida Department of Environmental Protection, or any other Federal, State or Local Regulatory Agency, any and all fines and any other damages shall be paid by the awarded bidder.

5.4 OPERATIONS AND MAINTENANCE

The awarded bidder will be fully responsible for all operations and maintenance requirements to transport and dispose of sludge in accordance with applicable regulations. The City will maintain responsibility for operation and maintenance of all WWTF equipment up to and including the centrifuges and sludge delivery system. The City will be responsible for depositing sludge into trailers provided

by the awarded bidder for transport and disposal after authorized release by the City. The awarded bidder shall furnish, at a minimum, three (3) 30 cubic yard capacity aluminum dump frame trailers equipped with leak-proof tailgates for the City. The awarded bidder is required to provide trucks/tractor-trailers that are fully compatible with the dimensions of the existing trailer bay area, and shall own or be sole lessee of the equipment.

5.5 TRANSPORTATION

5.5.1 The awarded bidder will be fully responsible for all conveyance of sludge in accordance with all regulatory requirements including FDOT and OSHA, as required.

5.5.2 General requirements for vehicles hauling sludge are that the trailers have watertight bodies and that they be properly equipped and fitted with seals to prevent spillage or drainage. Trucks shall be properly maintained and operated to assure the safe transport from the WWTF to the disposal site. It shall be the awarded bidder responsibility to ensure that the awarded bidder's equipment is compatible with the City's loading area and loading equipment.

5.5.3 The awarded bidder shall provide the tractors, trailers, drivers and other equipment and personnel necessary to meet the removal and disposal requirements of the City and FDEP on a daily basis. Awarded bidder's trailers must have any required hauling permits, stickers, decals as required by the Broward County Environmental Protection and Growth Management Department (BCEPGMD).

5.5.4 Incoming trailers shall be clean and free of residual materials and malodors from previous hauling. If a trailer contains materials which reduces its effective capacity, or is emitting foul or nuisance odors, the awarded bidder shall immediately remove the trailer from the premises, and clean the trailer at his/her own expense prior its return (or a suitable replacement) to the WWTF for filling. City reserves the right to reject any vehicle that, in the sole judgment of the City, is deemed unsuitable, at which time awarded bidder shall provide a backup vehicle at no cost to the City.

5.5.5 The route by which the vehicles involved must travel in the immediate vicinity of the City and manner in which they will load and unload shall be subject to the approval of the City.

5.5.6 Any violation of weight regulations or traffic laws shall be the sole responsibility of the awarded bidder, who shall hold the City harmless from any penalty or sanction, civil or criminal, imposed by reason of any violation of weight or traffic laws.

5.5.7 Should a mechanical breakdown occur when hauling to the disposal site, the awarded bidder shall immediately dispatch a tow truck or a repair crew to the disabled vehicle. If the disabled vehicle cannot be repaired where it sits, it shall first be towed to the disposal site for the proper removal of sludge. This shall be the sole responsibility of the awarded bidder and carried out at their expense.

5.5.8 When a breakdown causes a vehicle to be removed from normal service, the awarded bidder shall supply a back-up unit, which meets all criteria set forth in this document.

5.5.9 The City, at its discretion, may provide a parking area for empty containers; at the WWTF for awarded bidder's vehicles, if the awarded bidder so desires. The City, however, assumes no liability for said vehicles, which at all times shall be under the sole insurance of the contractor. The awarded bidder shall not use City property as a work area to repair or service vehicles or for sludge storage, except as mutually agreed by the awarded bidder and the City.

5.5.10 The WWTF is a secured facility and the awarded bidder shall follow the City's entrance/exit procedures.

5.6 SPILLS AND CLEAN-UP

The awarded bidder shall keep its hauling route, equipment and work area neat and clean, and shall bear all responsibility for the cleanup or any spill that occurs during the transportation of sludge. The awarded bidder shall be responsible for the immediate notification to the City should any spill occur which violates any permit conditions or jurisdictional regulations. The cleanup of any sludge, which is spilled or discarded in any location other than the site, authorized for that purpose, shall be the sole responsibility of the awarded bidder and conducted by the awarded bidder expense, in accordance with all applicable laws, including, but not limited to, notifying the appropriate authorities and submitting all regulatory documentation. Should the awarded bidder fail to

satisfactorily and expeditiously cleanup any spill which may occur, the City reserves the right to cleanup such spill, or arrange for its cleanup, and shall charge all costs thereof or related thereto back to the awarded bidder. Additionally, any penalties incurred, as a result of any such spill shall be charged to the awarded bidder.

5.7 FULL LOADS

All trucks are required to be released as full with an authorized City employee signature with one copy of the trailer load ticket (and/or manifest) given to the City employee for their records.

5.8 SLUDGE LOADING/HAULING HOURS

Normal hauling days/times are 7 AM to 5 PM, Monday through Sunday dependent upon disposal site operations. This does not preclude expanded or reduced hours of operation due to plant conditions. Awarded bidder shall haul loaded trailers for disposal, usually within 24 hours of notification from the City, and no later than 72 hours after notification from the City.

5.9 EXAMINATION OF RELATED DATA AND SITE

The submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Section, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any and all specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder had given City written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by City are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

[END OF SECTION]

Attachment A
(Page 1 of 5)

City of Cooper City, Florida

BID FORM(S)

Sludge Disposal Services
ITB 2024-1-UTL

Bids Due: Tuesday, March 5, 2024

For information, contact the Purchasing Division:

Tel: 954-434-4300 ext. #268
Purchasing@CooperCity.gov

Released Date: Friday, February 2, 2024

Submitted by:_____
(Company name)

PLEASE RETURN ONLY THIS BID FORM (5 PAGES) AND THE REQUIRED ATTACHMENTS

Attachment A
(Page 2 of 5)

Project: Sludge Disposal Services

Contract Identification: ITB 2024-1-UTL

Bids submitted to: Office of the City Clerk
City of Cooper City
9090 SW 50th Place
Cooper City, Florida, 33328

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.

2. Bidder accepts all of the terms and conditions of the advertisement of Invitation to Bid and Instruction to Bidders including, without limitation, those dealing with the Bid requirements. This Bid will remain in full force for 120 days from bid opening date. Bidder will sign and submit an agreement with the Bonds within 15 days after the City's Notice of Award.

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

    a. Bidder has examined copies of all plans, and bidding documents, contract specifications and instruction to bidders.
    b. Bidder has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
    c. Bidder has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
    d. Bidder has correlated the results of his studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
    e. Bidder has given City written notice of all conflicts, errors or discrepancies that it has discovered in these documents and the written resolution thereof by City is acceptable to Bidder.
    f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid, and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or the City.

4. Bid Submission:
   Bids shall be submitted electronically via www.demandstar.com E-bidding platform.

5. Addenda, Additional Information-Contact with City Staff

   Any addenda or answers to written questions supplied by the City to participating Bidders become part of this Invitation to Bid and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

   No negotiations, decisions or actions shall be initiated or executed by the Bidder as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized expression. Also, only communications from bidder that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the bidder.

Attachment A

(Page 3 of 5)

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City Purchasing Division. Questions must be emailed to Purchasing@CooperCity.gov, who may respond in kind with copies to all Bidders. **The deadline for submission of questions is 5:00 PM, Friday, February 23, 2024.**

The successful bidder shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful bidder prior to recommendation of award and presentation to the City Commission.

6. Summary of Documents to be submitted with Bid:

	Bid Form
	Reference Form
	Public Entity Crimes (PEC) Form
	ADA Affidavit
	Business Entity Affidavit
	Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)
	W-9, Request for Taxpayer Identification Number
	Proof of Workers Compensation Insurance or Exemption
	Proof of Liability Insurance
	Ownership Disclosure Affidavit
	Drug-Free Workplace Certificate
	Employee Background Verification Affidavit
	Scrutinized Companies Affidavit
	Non-Conflict of Interest Statement
	E-Verify Form

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

Attachment A
(Page 4 of 5)

Bidder's Contact Information

Name of Company: _____

Address: _____

_____

Type of Business _____

Company's Website: _____

Authorized Signatory Contact: _____

Title: _____

Tel: _____ Mobile: _____

Email Address (Required): _____

Primary Contact: _____

Title: _____

Tel: _____ Mobile: _____

Email Address (Required): _____

Additional Contact & Title: _____

Tel: _____ Mobile: _____

Email Address (Required): _____

Remit to Address: _____

_____

Remit to Contact: Name: _____ Tel: _____

Attachment A
(Page 5 of 5)

PRICING SHEET
ODOR CONTROL CHEMICALS

Item	Description	Estimated Annual Quantity	Units	Unit Price	Total
I.	HAUL AND DISPOSE OF DEWATERED CLASS B SEWER CAKE SLUDGE	6,000	Cubic Yard	$	$
All prices must be FOB Destination, freight included and shall be inclusive of all costs.					

Piggyback Statement

In accordance with Section 1.13, Optional Contract Usage/Piggyback Statement, please indicate Contractor's willingness to extend the pricing, terms and conditions of this bid to other government agencies, if Contractor is the successful vendor:

☐ YES, other government agencies may piggyback this Agreement.

☐ NO, other government agencies may NOT piggyback this Agreement.

Submitted by: _____
(Print)

Authorizes Signature: _____
(Sign)

Company Name: _____

Date: _____

ATTACHMENT B

REFERENCES

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation. ***CITY OF COOPER CITY STAFF SHALL NOT BE USED AS A CLIENT REFERENCE***.

1. ENTITY/COMPANY NAME: _____

   ADDRESS: _____

   CONTACT NAME: _____

   CONTACT'S TITTLE: _____

   TELEPHONE: _____

   E-MAIL (REQUIRED): _____

   CONTRACT PERIOD: FROM: _____ TO: _____

---

2. ENTITY/COMPANY NAME: _____

   ADDRESS: _____

   CONTACT NAME: _____

   CONTACT'S TITTLE: _____

   TELEPHONE: _____

   E-MAIL (REQUIRED): _____

   CONTRACT PERIOD: FROM: _____ TO: _____

---

3. ENTITY/COMPANY NAME: _____

   ADDRESS: _____

   CONTACT NAME: _____

   CONTACT'S TITTLE: _____

   TELEPHONE: _____

   E-MAIL (REQUIRED): _____

   CONTRACT PERIOD: FROM: _____ TO: _____

This page shall be completed IN FULL and submitted with your bid.

ATTACHMENT C
(Page 1 of 2)

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

   by: _____
   (print individual's name and title)
   for: _____
   (print name of entity submitting sworn statement)

   whose business address is: _____

   and (if applicable) its Federal Employer Identification Number (FEIN) is: _____.

   (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a) A predecessor or successor of a person convicted of a public entity crime; or

   b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

ATTACHMENT C
(Page 2 of 2)

6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

ATTACHMENT D

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

_____
Signature

ATTACHMENT E

BUSINESS ENTITY AFFIDAVIT

I, _____, being first duly sworn state:

The full legal name and business address of the person(s) or entity proposing to contract or transact business with the City of Cooper City ("City") are (Post Office addresses are not acceptable), as follows:

_____
Federal Employer Identification Number (FEIN) (If none, Social Security Number)

_____
Name of Entity, Individual, Partners or Corporation

_____
Doing Business As (If same as above, leave blank)

_____
Street Address *Suite* *City* *State*

_____
State and Date of Incorporation:

_____ _____
Signature of Affiant Date

_____
Print Name

ATTACHMENT F

FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO._____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

(1) A foreign corporation may not transact business in this state until it obtains a certificate of authority form the Department of State.

(2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):

_____ (a) Maintaining, defending, or settling any proceedings.

_____ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.

_____ (c) Maintaining bank accounts.

_____ (d) Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.

_____ (e) Selling through independent contractors.

_____ (f) Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders

_____ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.

_____ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.

_____ (i) Transacting business in interstate commerce.

_____ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.

_____ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.

_____ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.

_____ (m) Owning, without more, real or personal property.

The list of activities of subsection (2) is not exhaustive.

(3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm in NOT a corporation:

(I)_____Partnership, Joint Venture, Estate or Trust
(II)_____Sole Proprieties of Self Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

_____ _____

Signature of Authorized Agent of Proposer Bidder's Legal Name

ATTACHMENT G

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
__ - _____

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** Click Here to Sign | **Date ▶**

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X — Form **W-9** (Rev. 12-2014)

ATTACHMENT H

REQUEST FOR PROOF OF WORKERS' COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

In order to provide services or goods to City of Cooper City, we require that you provide us either proof of workers' compensation coverage or proof of exemption.

Workers' compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers' compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers' compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt.* This form can be found at https://www.floridawc.com/workers-comp-insurance/flwc/2011/04/exemptionform.pdf

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

- If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.

- If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers' compensation insurance as per the requirements as outlined above, you must complete the attached Workers' compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers' compensation and need to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: www.faia.com, www.piafl.org, or call (850) 893-8245.

Please be reminded that the furnishing of this information to City of Cooper City is a non-negotiable requirement to perform services for us. Failure to provide this information in a timely manner may result in either termination of your services or delay of payment for services. Your workers' compensation Certificate of Coverage, Workers' Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Risk Division located at City Hall, 9090 SW 50th Place, Cooper City, Florida 33328, or emailed to Insurance@CooperCity.gov.

ATTACHMENT I

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name	Address	Ownership
		%
		%
		%
		%

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

_____

_____

_____

_____
Signature of Affiant

_____
Print Name

_____
Date

ATTACHMENT J

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, (**print or type name of firm**)

_____

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

_____
Signature of Affiant

_____
Print Name

_____
Date

ATTACHMENT K

EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, _____ of _____, attest that all personnel used
(*Print Name)* *(Company Name)*
in the performance of this work have had a criminal background check with a passing grade and have been drug tested with a passing grade and are legally documented to work in the United States.

_____
Signature of Affiant

_____
Print Name

_____
Date

ATTACHMENT L

SCRUTINIZED COMPANIES AFFIDAVIT

Certification pursuant to Florida Statute § 287.135 and § 215.473

I, _____, on behalf of _____
Print Name and Title *Company Name*

certify that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:
1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
2) Contracting with companies, for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____
Company Name

_____
Print Name

_____
Title

_____
Signature

ATTACHMENT M

NON-CONFLICT OF INTEREST STATEMENT

A. A. I am the _____ of _____ with a
Title *Company Name*

local office in _____and principal office in_____.

B. The entity hereby submits a proposal/offer in response to **ITB 2024-1-UTL**, **Sludge Disposal Services.**

C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

E. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cooper City government.

J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment is true and correct at the time of submission.

_____
Signature of Affiant

_____
Printed Name & Title

_____
Date

ATTACHMENT N
(Page 1 of 2)

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TO BE RETURNED WITH PROPOSAL

Project Name: _____

Project No.: _____

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

ATTACHMENT N
(Page 2 of 2)

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:

SPECIMEN AGREEMENT

AGREEMENT BETWEEN THE CITY OF COOPER CITY AND COMPANY NAME

THIS IS AN AGREEMENT, dated the _____ day of _____, 20___, by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 S.W. 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

COMPANY NAME, a **sludge disposal services company**, authorized to do business in the State of Florida, with a business address of **ADDRESS, CITY, ST ZIP CODE** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREMABLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **Friday, February 2, 2024,** the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **sludge disposal services** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

ITB 2024-1-UTL
"Sludge Disposal Services"

1.2 On **Tuesday, March 5, 2024,** the bids were opened at the offices of the City Clerk.

1.3 On _____ day of _____, 20____**,** the CITY awarded the bid to CONTRACTOR and approved an agreement with CONTRACTOR consistent with the terms and conditions set forth herein.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to deliver **sludge disposal services,** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, **"ITB 2024-1-UTL, Sludge Disposal Services",** attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

2.5 CONTRACTOR shall not utilize the services of any sub-Contractor without the prior written approval of CITY.

ARTICLE 3
TERM AND TERMINATION

3.1 The term of this Agreement shall be for three (3) years, commencing on _____ and terminating on _____. This Agreement may be renewed for up to one (1) additional two (2) year term, subject to the written consent and agreement by both parties.

3.2 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY immediately.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 CONTRACTOR shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. The compensation shall not exceed the unit prices stated in **Exhibit "B"**.

4.2 CITY will make its best efforts to pay CONTRACTOR within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONTRACTOR at:

COMPANY NAME
Attn: INSERT CONTACT PERSON
ADDRESS
CITY, ST ZIP CODE

ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of

Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6
INDEMNIFICATION

6.1 CONTRACTOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

6.2 CONTRACTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONTRACTOR'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONTRACTOR, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONTRACTOR's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONTRACTOR from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 ($10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 7
INSURANCE

Where Contractors are required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the successful Contractor shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The Contractor shall be liable for any damages or loss to the City occasioned by negligence of the Contractor or any person the Contractor has designated in the completion of the contract as a result of his or her bid.

The Contractor shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractor. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that

any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY with notice of cancellation or the Contractor shall obtain written agreement from its Agent to provide the CITY with 30-day notice of cancellation.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, as soon as reasonably practicable, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

Prior to the commencement of the project, Contractor shall provide the City with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured on a primary and non-contributory basis to the extent of the contractual obligation assumed by the Proposer. Additionally, the Contractor shall provide the City with a copy of the certificates of insurance and a copy of the additional insured endorsement reflecting the same insurance coverage for all subcontractors utilized by Contractor.

The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation and General Liability insurance policy, and affirmed on the Certificate of Liability Insurance and a Waiver of Subrogation Endorsement. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.

7.1 **REQUIRED INSURANCE**

7.1.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $3,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Cooper City must be shown as an additional insured with respect to this coverage.

7.1.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the Contractor engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the Contractor

shall require the subcontractor similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. Coverage for the Contractor and his subcontractor shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation:	Coverage A	Statutory
2. Employers Liability:	Coverage B	$500,000 Each Accident
		$500,000 Disease – Policy Limit
		$500,000 Disease – Each Employee

7.1.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. Non-Owned Autos (Symbol 9)
   Combined Single Limit (Each Accident) - $1,000,000

7.1.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than $1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.1.5 Sexual Abuse may not be excluded from any policy.

7.2 **REQUIRED INSURANCE ENDORSEMENTS**

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability polices required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30-Day Notice of Cancellation or Non-Renewal to the CITY
4. Contractors' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement. Contractor shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent Contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
VENUE

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 10
PUBLIC RECORDS

10.1 The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service;

10.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

10.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

10.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CITY CLERK
9090 SW 50th PLACE
COOPER CITY, FL 33328
(954) 434-4300
PRR@CooperCity.gov

ARTICLE 11
FEMA REQUIREMENTS - NOT APPLICABLE FOR THIS AGREEMENT

ARTICLE 12
SCRUTINIZED COMPANIES -- 287.135 AND 215.473

12.1 CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

ARTICLE 13
E-VERIFY

13.1 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

B. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 14
MISCELLANEOUS

14.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONTRACTOR's work product for its intended purposes.

14.2 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractor to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for

examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

14.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

14.4 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

14.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY: Ryan Eggleston
City Manager
City of Cooper City
9090 S.W. 50th Place
Cooper City, Florida 33328
Telephone No. (954) 434-4300

Copy To: Jacob G. Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

Contractor: **Insert Contact Position**
Insert Contat Name
COMPANY NAME
ADDRESS
CITY, ST ZIP CODE
E-mail: Insert Contact Email
Telephone No: Insert Contact Phone

14.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

14.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

14.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

14.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

14.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

14.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

14.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

END OF SECTION

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IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF COOPER CITY, a Florida municipal corporation

ATTEST:

BY: _____
CITY MANAGER

BY: _____
CITY CLERK

BY: _____
CITY MAYOR

APPROVED AS TO LEGAL FORM:

BY: _____
CITY ATTORNEY

WITNESSED BY:

_____
Signature

_____
Print Name

CONTRACTOR:
COMPANY NAME, a Florida corporation

BY: _____

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ of **COMPANY NAME**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **COMPANY NAME** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and seal in the State and County aforesaid this ____ day of _____, 20____.

_____
NOTARY PUBLIC

_____
Print or Type Name

My Commission Expires: _____

Attachment A
(Page 1 of 5)

City of Cooper City, Florida

BID FORM(S)

Sludge Disposal Services
ITB 2024-1-UTL

Bids Due: Tuesday, March 5, 2024

For information, contact the Purchasing Division:

Tel: 954-434-4300 ext. #268
Purchasing@CooperCity.gov

Released Date: Friday, February 2, 2024

Submitted by: Synagro South, LLC
(Company name)

PLEASE RETURN ONLY THIS BID FORM (5 PAGES) AND THE REQUIRED ATTACHMENTS

Attachment A
(Page 2 of 5)

Project: Sludge Disposal Services

Contract Identification: ITB 2024-1-UTL

Bids submitted to: Office of the City Clerk
City of Cooper City
9090 SW 50th Place
Cooper City, Florida, 33328

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.

2. Bidder accepts all of the terms and conditions of the advertisement of Invitation to Bid and Instruction to Bidders including, without limitation, those dealing with the Bid requirements. This Bid will remain in full force for 120 days from bid opening date. Bidder will sign and submit an agreement with the Bonds within 15 days after the City's Notice of Award.

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

    a. Bidder has examined copies of all plans, and bidding documents, contract specifications and instruction to bidders.
    b. Bidder has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
    c. Bidder has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
    d. Bidder has correlated the results of his studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
    e. Bidder has given City written notice of all conflicts, errors or discrepancies that it has discovered in these documents and the written resolution thereof by City is acceptable to Bidder.
    f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid, and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or the City.

4. Bid Submission:
   Bids shall be submitted electronically via www.demandstar.com E-bidding platform.

5. Addenda, Additional Information-Contact with City Staff

   Any addenda or answers to written questions supplied by the City to participating Bidders become part of this Invitation to Bid and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

   No negotiations, decisions or actions shall be initiated or executed by the Bidder as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized expression. Also, only communications from bidder that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the bidder.

Attachment A

(Page 3 of 5)

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City Purchasing Division. Questions must be emailed to Purchasing@CooperCity.gov, who may respond in kind with copies to all Bidders. **The deadline for submission of questions is 5:00 PM, Friday, February 23, 2024.**

The successful bidder shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful bidder prior to recommendation of award and presentation to the City Commission.

6. Summary of Documents to be submitted with Bid:

✓	Bid Form
✓	Reference Form
✓	Public Entity Crimes (PEC) Form
✓	ADA Affidavit
✓	Business Entity Affidavit
✓	Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)
✓	W-9, Request for Taxpayer Identification Number
✓	Proof of Workers Compensation Insurance or Exemption
✓	Proof of Liability Insurance
✓	Ownership Disclosure Affidavit
✓	Drug-Free Workplace Certificate
✓	Employee Background Verification Affidavit
✓	Scrutinized Companies Affidavit
✓	Non-Conflict of Interest Statement
✓	E-Verify Form

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Attachment A
(Page 4 of 5)

Bidder's Contact Information

Name of Company: Synagro South, LLC

Address: 435 Williams Court, Suite 100
Baltimore, MD 21220

Type of Business: Residuals management, Beneficial reuse, Digester Cleaning, Dredging

Company's Website: www.synagro.com

Authorized Signatory Contact: Emil Kneis

Title: Sales Support Manager

Tel: 410-688-4438 Mobile: 410-688-4438

Email Address (Required): ekneis@synagro.com

Primary Contact: Curt DeBrunner

Title: Area Sales Manager

Tel: 813-495-1060 Mobile: 813-495-1060

Email Address (Required): cdebrunner@synagro.com

Additional Contact & Title: Rhylee Callan

Tel: 410-537-6154 Mobile: 410-537-6154

Email Address (Required): rcallan@synagro.com

Remit to Address: P.O. Box 1367
Albany, NY 12201-1367

Remit to Contact: Name: Jessica Stahl Tel: 443-377-6476

Attachment A
(Page 5 of 5)

PRICING SHEET
ODOR CONTROL CHEMICALS

Item	Description	Estimated Annual Quantity	Units	Unit Price	Total
I.	HAUL AND DISPOSE OF DEWATERED CLASS B SEWER CAKE SLUDGE	6,000	Cubic Yard	$ 37.50	$ 225,000
All prices must be FOB Destination, freight included and shall be inclusive of all costs.					

Piggyback Statement

In accordance with Section 1.13, Optional Contract Usage/Piggyback Statement, please indicate Contractor's willingness to extend the pricing, terms and conditions of this bid to other government agencies, if Contractor is the successful vendor:

☑ YES, other government agencies may piggyback this Agreement.

☐ NO, other government agencies may NOT piggyback this Agreement.

Submitted by: Emil Kneis
(Print)

Authorizes Signature: _____
(Sign)

Company Name: Synagro South, LLC

Date: March 12, 2024

ATTACHMENT D

AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: Emil Kneis, Sales Support Manager
(print individual's name and title)

for: Synagro South, LLC
(print name of entity submitting sworn statement)

whose business address is: 435 Williams Court, Suite 100, Baltimore, MD 21220

and (if applicable) its Federal Employer Identification Number (FEIN) is: 76-0612567
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature

Proposal to Provide
ITB 2024-1-UTL Sludge Disposal Services

to the

CITY OF
Cooper City
Someplace Special

Submitted on
March 13, 2024

435 Williams Court, Suite 100
Baltimore, MD 21220
www.synagro.com

SYNAGRO

MARCH 12, 2024

Office of the City Clerk
9090 SW 50th Place
Cooper City, FL 33328

Re: ITB 2024-1-UTL Sludge Disposal Services

Ladies and Gentlemen:

Synagro South, LLC is pleased to respond to the above referenced bid. We have submitted our completed bid forms for your review.

Having been in business for over 40 years, Synagro is one of the largest residuals management companies in the country with over 650 municipal and industrial customers and operations in 38 states and Canada. We provide numerous residuals management services to water and wastewater treatment plants throughout the State of Florida, presently over 35 contracts, and have extensive equipment and personnel resources to perform the Biosolids Hauling, Land Application, Beneficial Reuse and Disposal Services for the City of Cooper City.

Synagro's experience with land application and other biosolids treatment technologies such as centrifuge dewatering in the State of Florida has made us aware of the issue of weather delays in getting solids managed on an as needed schedule. Synagro along with our exclusive sub-contractor presently have over 16,000 plus acres under lease and permitted for the management of biosolids. At one of the ranches we have also constructed one of the only FDEP approved and permitted 5 acre storage pads in order to manage and store biosolids during inclement weather periods until they can be land applied. FDEP has given us permit approval to construct storage pads at other ranches to provide the same protection. We have been able to keep our customers from encountering any weather delays as a result.

Synagro has managed the biosolids contract for the City of Tampa for over four years. The annual volume of this contract is 55,000 wet tons per year of biosolids. During the first year of the contract we removed and land applied the solids left in their drying beds by their previous contractor. This amounted to an additional 25,000 wet tons of solids. We welcome you to contact Jim Johnson at 813-247-3451, extension 55211 to attest to our performance.

Synagro also manages the land application contract for the City of St. Petersburg's three wastewater treatment facilities with a total annual volume of 41,000 wet tons per year. Please feel free to contact Charles Wise at 727-892-5687.

Synagro has additionally managed the contract for land application of Miami Dade County's biosolids for over 9 years. Although the contract is divided amongst three contractors Synagro receives the largest portion of their 110,000 wet tons per year of biosolids as a result of our ability to manage the solids during inclement weather periods. We welcome you to contact Shahin Ghassemizadeh at 786-268-5783 to discuss our performance and reliability.

Synagro has also provided the same services that the City is seeking for the City of Miramar for the past five years. We invite you to contact Bruce Tross, Chief Wastewater Plant Operator for his opinion of the services we have provided. Bruce can be reached at 954-548-0123.

Synagro's philosophy through our years of experience in providing biosolids services to our valued customers is building and maintaining strong partnering relationships and providing safe, quality, reliable and compliant services at reasonable and competitive prices. We are confident in our ability to provide the level of service that Cooper City expects and look forward to the opportunity to become a valued service provider for the City. We trust that our response to your Bid Request will evidence our continued commitment to that philosophy.

If you have any questions about our submittal or require any additional information, please feel free to contact me at (813) 495-1060 or cdebrunner@synagro.com. We look forward to hearing from you soon.

Sincerely,

Curt DeBrunner

Curt DeBrunner
Area Sales Manager
CD:sh

Meeting Date: 04/09/2024 Item #7.

Synagro Company Profile

Founded in 1986, Synagro's core business is the environmentally sound and economically viable management of municipal biosolids, including project development, operations and biosolids product distribution. Through this focus, Synagro has grown to be North America's leading provider of high-quality, cost-effective biosolids management and beneficial use solutions. We have been successfully meeting the biosolids management needs of hundreds of generators for more than 40 years. Synagro's experience in all areas of biosolids management is unparalleled.

Synagro annually manages more than 14 million tons of wastewater biosolids and other organic by-products. Synagro employs a team of 900+ professional engineers, soil scientists, agronomists, construction managers, financial managers and the largest, most diverse operational staff in the industry. Our team is dedicated to working with our clients to find the right solution to their organic residuals management challenges. Synagro, and its subsidiaries, are at the forefront of the environmental movement to safely process and market organic residual materials for beneficial uses.

Synagro owns no proprietary technology which enables us to offer nearly all commercially viable processing options and product marketing channels for biosolids and organic residuals and allows us to develop projects that fit a municipality's unique needs. Our breadth of experience developing, building, financing as necessary, and operating and maintaining the complete range of biosolids options listed below is unique to Synagro.

- Heat-drying and pelletization
- Composting
- Incineration
- Digestion
- Product marketing
- Dewatering (installation and operation)
- Mobile dewatering
- Land application and reclamation
- Lagoon and digester cleaning
- Alkaline stabilization
- Rail transportation

Synagro currently operates 14 heat-drying facilities, three thermal processing facilities serving multiple regional generators, seven composting facilities (six of which provide an outlet for numerous generators), more than a dozen alkaline stabilization facilities, and in excess of 75 permanent and mobile dewatering facilities.

Meeting Date: 04/09/2024 Item #7.

In addition, we provide final product distribution as a key component of many of these projects. Our Product Sales and Marketing team is responsible for successfully managing approximately 300,000 tons per year of AllGro® compost and 170,000 tons of Granulite® fertilizer pellets (heat-dried biosolids). We have unrivalled understanding of the markets for these products and continuously work to broaden the suite of outlets for these materials. As an example, Synagro pioneered the use of heat-dried biosolids as an alternative fuel resource in cement manufacturing. When Synagro operates a facility, we include product distribution services in our operation; however, we also work with municipally operated facilities to assist in managing their products.

In December 2020, Synagro was acquired by West Street Infrastructure Partners III, an infrastructure investment fund managed by Goldman Sachs Merchant Banking Division. Founded in 1869, The Goldman Sachs Group, Inc. is a leading global investment banking, securities and investment management firm. Goldman Sachs Merchant Banking Division (MBD) is the primary center for the firm's long-term principal investing activity. MBD is one of the leading private capital investors in the world with investments across private equity, infrastructure, private debt, growth equity and real estate.

435 Williams Court, Suite 100
Baltimore, MD 21220
www.synagro.com

SYNAGRO

March 10, 2023

Delegation of Authority

Emil Kneis

I, **Robert Preston**, Director and President of Synagro Technologies, Inc. and all its affiliates and subsidiaries, hereby delegate to you, **Emil Kneis, Sales Support Manager**, authority to sign as an officer or as an authorized person binding bids, awarded contracts, contract renewals, contract extensions, bid bonds and performance bonds. Also, I delegate to you the authority to sign as an officer or as an authorized person any business-related applications and other agreements as necessary to provide uninterrupted service to current and new customers.

Such authority does not alter our internal approval processes. This delegation of authority is valid from the date of this letter until revoked by me.

Robert Preston
Director and President

City of Cooper City, Florida
ITB 2024-1-UTL, Sludge Disposal Services
Addendum #1 - Clarifications

Addendum #1 - CLARIFICATIONS

(Issued Tuesday, March 5, 2024)

ITB 2024-1-UTL, Sludge Disposal Services

This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:

1. *Request that Section 1.10 INVOICES /PAYMENT be amended to include the following language;*
   "Any invoice amount not paid in full within thirty (30) days after the date of said invoice shall bear interest at the rate of one and one half percent (1.5%) per month on the unpaid balance thereof computed from the date of the invoice. If there are disputes regarding the contract, Customer agrees to promptly pay any undisputed amounts."

   All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

2. *Contractor requests the following addition to Section 3.10*
   "City and Contractor agree in advance that if the City exercises its discretionary right to terminate for convenience, the City will pay Contractor for expenses incurred because of early termination. These expenses include, but are not limited to, recovery of capital costs, percent of lost profits, demobilization, employee severance payments and costs to terminate subcontractors and equipment leases."
   No. See Section 3.40 Termination for Convenience

3. *Will the City allow for Annual Contract Price Adjustments for Consumer Price Index commensurate with the CPI for the region where services are to be performed?*
   See Section 1.8

4. *Will the City allow for Quarterly contract price adjustments based on the US DOT Fuel Surcharge Adjustment for the geographic region where the work is being performed?*
   No.

5. *Contractor requests that Section 3.29 INDEMNIFICATION be amended to include the following language*
   "Neither party shall be liable for consequential or punitive damages on any claims arising out of the performance or non-performance of obligations under the Contract."
   No.

6. *Contractor requests the City amend Section 3.32 FORCE MAJEURE of the contract to reflect the changes to the definition for Force Majeure*
   "a change in Federal, State, or local law or ordinance; orders or judgments of any Federal, State or local court, administrative agency or governmental body; change in permit conditions or requirements"

No.

7. Contractor Requests that Section 3.40 TERMINATION FOR CONVENIENCE be amended to include the following language "City and Contractor agree in advance that if the City exercises its discretionary right to terminate for convenience, the City will pay Contractor for expenses incurred because of early termination. These expenses include, but are not limited to, recovery of capital costs, percent of lost profits, demobilization, employee severance payments and costs to terminate subcontractors and equipment leases"
No.

8. Contractor requests the following language to be added to Section 4.3 INSURANCE;
"Claims by Provider's Employees. As to any claim made against Contractor, Provider waives any insulation from liability or immunity from suit with respect to injuries to Provider's employees that may be extended to Provider as a result of any payments made by Provider to such employees or under any applicable worker's compensation statute or similar law or judicial decision. Provider hereby indemnifies and holds harmless Contractor from and against any claims made by any of Provider's employees, contractors or representatives working in the course and scope of their employment by Provider unless such claim was the sole and proximate result of the gross negligence or willful misconduct of Contractor. Contractor will be held harmless from any worker's compensation liens incurred from Provider's insurance carrier, third party administrator or self-administered, self-insured claims programs.
No.

9. Will City modify Section 4.12 of the Agreement to reflect the following language;
"Contractor shall submit to City an invoice setting forth the amounts due and any additional information with respect to the computation of said amount. City shall pay to Contractor the full amount due under said invoice within thirty (30) days of the date of said invoice. Any invoice amount not paid in full within thirty (30) days after the date of said invoice shall bear interest at the rate of one and one half percent (1.5%) per month on the unpaid balance thereof computed from the date of the invoice. If there are disputes regarding the contract, City agrees to promptly pay any undisputed amounts."
All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

10. Contractor requests the following Language be added to Section 4.24 LIQUIDATED DAMAGES
"Liquidated Damages shall not be applied to any delay or impossibility of performance due to, or occasioned by any Force Majeure Event as defined above in Section 3.32, or any circumstance beyond the control of the contractor."

Revised Section 4.24 Liquidated Damages to reflect the following:

4.24. LIQUIDATED DAMAGES
Liquidated damages of $100.00 per day will be deducted from the contract sum for the unit cost of service for each calendar day elapsing beyond the specified time for completion for each scheduled service visit without prior approval for an extension from the City's Designee. Liquidated Damages shall not be applied to any delay or impossibility of performance due to, or occasioned by any Force Majeure Event as defined above in Section 3.32, or any circumstance beyond the control of the contractor.

11. Have the materials specified within the Scope of Work, and the Contract Documents, which are to be managed and disposed, been tested for PFAS/PFOA or other regulated 40 CFR 503 materials, and should these tests exist, will they be shared with the bidders, prior to the execution of contract.
No. PFAS/PFOA testing has not been done and is not required per our operating permit.

12. Would the City consider an option for a Class AA/EQ mobile operation in lieu of Class B disposal?
No. An option for Class A mobile operation is not available.

City of Cooper City, Florida
ITB 2024-1-UTL, Sludge Disposal Services
Addendum #1 - Clarifications

Acknowledgment of Addendum #1

*Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.*

Acknowledged by:	Emil Kneis	*Company:*	Synagro South, LLC
Print Name:	Emil Kneis	*Date:*	3/11/2024

City of Cooper City, Florida
ITB 2024-1-UTL, Sludge Disposal Services
Addendum #2 – Notice of Delay

Addendum #2 – NOTICE OF DELAY

(Issued Monday, March 4, 2024)

ITB 2024-1-UTL, Sludge Disposal Services

This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:

The NEW due date has changed to 3:00 PM EST, **Wednesday, March 13, 2024** from Tuesday, March 5, 2024.

Item	Date
Release Bid	Friday, February 2, 2024
Pre-Bid Meeting (Non-Mandatory) 10:00 AM EST *Cooper City Utilities Department located at 11791 SW 49th Street, Cooper City, Florida 33328.*	Friday, February 9, 2024
Last Date for Receipt of Questions of a Material Nature	Friday, February 23, 2024
BIDS DUE (Prior to 3:00PM EST) Via www.demandstar.com sealed E-bidding ONLY	~~**Tuesday, March 5, 2024**~~ **Wednesday, March 13, 2024**
Recommendation of Award issued to City Commission	TBD
Anticipated Award of Contract by City Commission	TBD

The City reserves the right to modify the solicitation schedule. Upon modification of the solicitation schedule, notice will be provided to all proposers online via https://www.demandstar.com and the City website.

ATTACHMENT F

FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. M06000000941

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

(1) A foreign corporation may not transact business in this state until it obtains a certificate of authority form the Department of State.

(2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):

_____ (a) Maintaining, defending, or settling any proceedings.

_____ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.

_____ (c) Maintaining bank accounts.

_____ (d) Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.

_____ (e) Selling through independent contractors.

_____ (f) Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders

_____ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.

_____ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.

_____ (i) Transacting business in interstate commerce.

_____ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.

_____ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.

_____ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.

_____ (m) Owning, without more, real or personal property.

The list of activities of subsection (2) is not exhaustive.

(3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm in NOT a corporation:

(I)_____Partnership, Joint Venture, Estate or Trust
(II)_____Sole Proprieties of Self Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

Emil Kneis
Signature of Authorized Agent of Proposer

Synagro South, LLC
Bidder's Legal Name

ATTACHMENT E

BUSINESS ENTITY AFFIDAVIT

I, Emil Kneis, being first duly sworn state:

The full legal name and business address of the person(s) or entity proposing to contract or transact business with the City of Cooper City ("City") are (Post Office addresses are not acceptable), as follows:

76-0612567
Federal Employer Identification Number (FEIN) (If none, Social Security Number)

Synagro South, LLC
Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

435 Williams Court, Suite 100 — Baltimore, MD 21220
Street Address *Suite* *City* *State*

Delaware June 23, 1999
State and Date of Incorporation:

Signature of Affiant

March 4, 2024
Date

Emil Kneis
Print Name

ATTACHMENT H

REQUEST FOR PROOF OF WORKERS' COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

In order to provide services or goods to City of Cooper City, we require that you provide us either proof of workers' compensation coverage or proof of exemption.

Workers' compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers' compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers' compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt.* This form can be found at https://www.floridawc.com/workers-comp-insurance/flwc/2011/04/exemptionform.pdf

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

- If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.

- If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers' compensation insurance as per the requirements as outlined above, you must complete the attached Workers' compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers' compensation and need to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: www.faia.com, www.piafl.org, or call (850) 893-8245.

Please be reminded that the furnishing of this information to City of Cooper City is a non-negotiable requirement to perform services for us. Failure to provide this information in a timely manner may result in either termination of your services or delay of payment for services. Your workers' compensation Certificate of Coverage, Workers' Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Risk Division located at City Hall, 9090 SW 50th Place, Cooper City, Florida 33328, or emailed to Insurance@CooperCity.gov.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/07/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	American Guarantee & Liability Ins Co	26247
INSURER B:	Steadfast Insurance Company	26387
INSURER C:	Evanston Insurance Company	35378
INSURER D:	Hamilton Insurance DAC	AA1780104
INSURER E:		
INSURER F:		

INSURED
Synagro Technologies, Inc.
435 Williams Court #100
Baltimore MD 21220 USA

COVERAGES **CERTIFICATE NUMBER:** 570103881388 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X Prof Liab - Claim Made GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	GPL013465309	08/01/2023	08/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$2,000,000 $300,000 $10,000 $2,000,000 $6,000,000 $4,000,000 $2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BAP 9243960 11	08/01/2023	08/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION			MKLV4EFX105191	08/01/2023	08/01/2024	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y Y	WC924396112 (AOS) WC924396212 (MA, WI)	08/01/2023 08/01/2023	08/01/2024 08/01/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000

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

Affiliated Entity: Synagro South, LLC
RE: Project: Sludge Disposal Services ITB 2024-1-UTL.
City of Cooper and its officers, employees, agents, independent contractors, successors and assigns and other authorized representatives are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability evidenced herein are Primary and Non Controbutory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of City of Cooper and its officers, employees, agents, independent contractors, successors and

CERTIFICATE HOLDER

City of Cooper City
9090 SW 50th Place
Cooper City FL 33328 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier : XYZ

Certificate No : 570103881388

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AGENCY CUSTOMER ID: 5700000496

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Synagro Technologies, Inc.
POLICY NUMBER: See Certificate Number: 570103881388	
CARRIER: See Certificate Number: 570103881388 / NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
D				ENVXSHI20670102 Excess Liab (15M XS 5M)	08/01/2023	08/01/2024	Aggregate	$15,000,000
							Each Occurrence	$15,000,000

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AGENCY CUSTOMER ID: 570000049643

LOC #:

Meeting Date: 04/09/2024 Item #7.

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Synagro Technologies, Inc.
POLICY NUMBER	
See Certificate Number: 570103881388	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570103881388	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

assigns and other authorized representatives in accordance with the policy provisions of the General Liability, Automobile Liability and Workers Compensation policies.

ACORD 101 (2008/01)

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Blanket Notification to Others of Cancellation

ZURICH®

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL 0134653-09	08/01/2023	08/01/2024	08/01/2023	50522000	----------	----------

Named Insured and Mailing Address:

SYNAGRO TECHNOLOGIES, INC.
435 WILLIAMS COURT
SUITE 100
BALTIMORE, MD 21220

Producer:

AON RISK SERVICES NORTHEAST INC
165 BROADWAY STE 3201 ONE LIBERTY PLAZA
NEW YORK, NY 10006-1404

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Agribusiness Pollution Liability Insurance Policy - Claims Made and Reported Coverage
Commercial Umbrella Liability Policy
Commercial Umbrella Liability Policy – Claims Made and Reported Coverage
Contractor's Pollution Liability Insurance Policy
Contractor's Pollution Liability Insurance Policy - Claims Made and Reported Coverage
Environmental Cleanup and Liability Insurance Policy - Claims Made and Reported Coverage
Environmental Impairment Liability Insurance Policy - Claims Made and Reported Coverage
Environmental Services Package Policy
Excess Environmental Insurance Policy - Claims Made and Reported Coverage
Follow Form Excess Liability Policy
Follow Form Excess Liability Policy – Claims Made and Reported Coverage
Healthcare Pollution Liability Insurance Policy - Claims Made and Reported Coverage
Lender Environmental Collateral Protection and Liability Insurance Outstanding Loan Balance - Claims Made and Reported Coverage
Lender Environmental Collateral Protection and Liability Insurance Policy – Claims Made and Reported Coverage
Professional Consultant's Liability Insurance Policy - Claims Made and Reported Coverage
Professional Environmental Consultant's Liability Insurance Policy
Professional Environmental Consultant's Liability Insurance Policy - Claims Made and Reported Coverage
Public Entity Pollution Liability - Claims Made and Reported Coverage
Real Estate Environmental Liability Insurance Policy - Claims Made and Reported Coverage
Remediation Stop Loss
Z Choice Pollution Liability
Z Choice® Real Estate Environmental Liability - Claims Made and Reported Coverage
Z Choice™ Pollution Liability - Claims Made and Reported Coverage
Z Link® Commercial General and Pollution Liability

A. If we cancel this policy by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification that such policy has been cancelled to each person or organization shown in a Schedule provided to us by the First Named Insured. Such Schedule:

1. Must be initially provided to us within 15 days:

a. After the beginning of the policy period shown in the Declarations; or

b. After this endorsement has been added to policy;

2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;

3. Must be in an electronic format that is acceptable to us; and

4. Must be accurate.

Such Schedule may be updated and provided to us by the First Named Insured during the policy period. Such updated Schedule must comply with Paragraphs **2. 3.** and **4.** above.

B. Our delivery of the electronic notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph **A.** of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first Named Insured.

C. Proof of emailing the electronic notification will be sufficient proof that we have complied with Paragraphs **A.** and **B.** of this endorsement.

D. Our delivery of electronic notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:

1. Extend the Coverage Part cancellation date;

2. Negate the cancellation; or

3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

E. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. BAP 9243960-11	Effective Date: 08/01/2023

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph **B.1.** of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph **B.2.** of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;

2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and

3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or

2. At least 30 days prior to the effective date of:

a. Cancellation, if cancelled for any reason other than nonpayment of premium; or

b. Non-renewal, but not including conditional notice of renewal,

unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.

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C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;

2. Negate the cancellation or non-renewal; or

3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

PART SIX
CONDITIONS

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
   a. Must be provided to us prior to cancellation or non-renewal;
   b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
   c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
   a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
   b. At least 30 days prior to the effective date of:
      (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
      (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
   a. Extend the policy cancellation or non-renewal date;
   b. Negate the cancellation or non-renewal; or
   c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. WC 9243961-12 Endorsement No.
Insured Premium $

Insurance Company

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Additional Insured-Automatic-Owners, Lessees Or Contractors

Coverage Part One-Commercial General Liability
Coverage Part Two-Contractor's Pollution Liability

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL 0134653-09	08/01/2023	08/01/2024	08/01/2023	50522000	----------	----------

Named Insured and Mailing Address:

SYNAGRO TECHNOLOGIES, INC.
435 WILLIAMS COURT
SUITE 100
BALTIMORE, MD 21220

Producer:

AON RISK SERVICES NORTHEAST INC
165 BROADWAY STE 3201 ONE LIBERTY PLAZA
NEW YORK, NY 10006-1404

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Environmental Services Package Policy

☒ COVERAGE PART ONE-COMMERCIAL GENERAL LIABILITY

☒ COVERAGE PART TWO-CONTRACTOR'S POLLUTION LIABILITY

1. Who is an Insured (Section I.) in the COMMON COVERAGE PROVISIONS is amended to include as an additional insured any person(s) or organization(s) whom you are required to add as an additional insured on this policy under a written contract or written agreement.
2. The insurance provided to the additional insured person(s) or organization(s) applies only to:
   a. "Bodily injury", "property damage" or "personal and advertising injury" under COVERAGE PART ONE-COMMERCIAL GENERAL LIABILITY, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY caused, in whole or in part, by:
      (1) Your acts or omissions; or
      (2) The acts or omissions of those acting on your behalf;

      and resulting directly from:
         (a) Your ongoing operations performed for the additional insured, which is the subject of the written contract or written agreement; or
         (b) "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement; and/or
   b. "Claims" arising out of a "pollution event" under COVERAGE PART TWO - CONTRACTOR'S POLLUTION LIABILITY, caused, in whole or in part, by:
      (1) Your acts or omissions; or
      (2) The acts or omissions of those acting on your behalf,

      and resulting directly from:
         (a) "Covered operations" performed for the additional insured, which is the subject of the written contract or written agreement; or

(b) "Completed operations" of the "covered operations" performed for the additional insured, which is the subject of the written contract or written agreement.

3. However, regardless of the provisions of paragraphs 1. and 2. above, the insurance afforded to such additional insured:

   a. Only applies to the extent permitted by law; and

   b. Will not be broader than that which you are required by the written contract or written agreement to provide to such additional insured.

4. With respect to the insurance afforded to the additional insured under this endorsement, the following is added to **Section III – Limits Of Insurance and Deductible**:

   The most we will pay on behalf of the additional insured is the amount of insurance:

   a. Required by the written contract or written agreement you have entered into with the additional insured; or

   b. Available under the applicable Limits of Insurance shown in the Declarations,

   whichever is less.

   This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

5. The insurance provided to the additional insured person or organization does not apply to:

   "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

   (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

   (2) Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any architectural, engineering or surveying services.

6. The additional insured must see to it that:

   a. We are notified as soon as practicable of an "occurrence", offense or “pollution event”, as applicable, that may result in a claim;

   b. We receive written notice of a claim or "suit" as soon as practicable; and

   c. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

7. For the coverage provided by this endorsement:

   a. The following paragraph is added to Paragraph 8.a. Other Insurance, Conditions (Section V.) in the COMMON COVERAGE PROVISIONS:

      Primary and Noncontributory Insurance

      This Insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this endorsement provided that:

      (1) The additional insured is a Named Insured under such other insurance; and

      (2) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

   b. The following paragraph is added to Paragraph 8.b. Other Insurance, Conditions (Section V.) in the COMMON COVERAGE PROVISIONS:

      This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

8. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

POLICY NUMBER: BAP 9243960-11

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.
This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: SYNAGRO TECHNOLOGIES, INC.

Endorsement Effective Date: 8/1/2023

SCHEDULE

Name Of Person(s) Or Organization(s):
ANYONE REQUIRED BY WRITTEN CONTRACT, EXECUTED PRIOR TO THE LOSS, TO BE NAMED AS AN ADDITIONAL INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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Each person or organization shown in the Schedule is an “insured” for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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Waiver of Transfer of Rights of Recovery Against Others – Blanket as Required by Contract

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL 0134653-09	08/01/2023	08/01/2024	08/01/2023	50522000	----------	----------

Named Insured and Mailing Address:

SYNAGRO TECHNOLOGIES, INC.
435 WILLIAMS COURT
SUITE 100
BALTIMORE, MD 21220

Producer:

AON RISK SERVICES NORTHEAST INC
165 BROADWAY STE 3201 ONE LIBERTY PLAZA
NEW YORK, NY 10006-1404

ITHIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Environmental Services Package Policy

[X] COVERAGE PART ONE – COMMERCIAL GENERAL LIABILITY

[X] COVERAGE PART TWO – CONTRACTOR'S POLLUTION LIABILITY

[X] COVERAGE PART THREE – PROFESSIONAL LIABILITY

In consideration of the payment of premium and the Deductible by you and in reliance upon the statements in the Application made a part hereof, we agree with you, subject to all the terms, exclusions and conditions that with respect to the coverage parts indicated above Conditions (Section V.) of the COMMON COVERAGE PROVISIONS, Condition 14. Subrogation is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization whom you are required to waive your right of subrogation by a written contract or written agreement executed and effective prior to the performance of your services which is the subject of such written contract or written agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

Meeting Date: 04/09/2024 Item #7.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: SYNAGRO TECHNOLOGIES, INC.

Endorsement Effective Date: 8/1/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ONLY THOSE PERSONS OR ORGANIZATIONS FOR WHOM YOU ARE REQUIRED TO WAIVE YOUR RIGHTS OF RECOVERY UNDER THE TERMS OF A WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT, OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **08-01-23** Policy No. **WC 9243962-12** Endorsement No.

Insured **SYNAGRO TECHNOLOGIES, INC.** Premium $ **INCL.**

Insurance Company **ZURICH AMERICAN INSURANCE COMPANY**

Countersigned By _____

© 1983 National Council on Compensation Insurance.

ATTACHMENT J

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, (**print or type name of firm**)

Synagro South, LLC

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Signature of Affiant

Emil Kneis
Print Name

March 4, 2024
Date

ATTACHMENT K

EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, Emil Kneis (*Print Name*) of Synagro South, LLC (*Company Name*), attest that all personnel used in the performance of this work have had a criminal background check with a passing grade and have been drug tested with a passing grade and are legally documented to work in the United States.

Signature of Affiant

Emil Kneis
Print Name

March 4, 2024
Date

ATTACHMENT N
(Page 1 of 2)

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TO BE RETURNED WITH PROPOSAL

Project Name: Sludge Disposal Services

Project No.: ITB-2024-1-UTL

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

ATTACHMENT N
(Page 2 of 2)

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: Synagro South, LLC
Authorized Signature: Emil Kneis
Print Name: Emil Kneis
Title Sales Support Manager
Date: March 4, 2024
Phone: 410-688-4438

ATTACHMENT M

NON-CONFLICT OF INTEREST STATEMENT

A. A. I am the Sales Support Manager (*Title*) of Synagro South, LLC (*Company Name*) with a local office in N/A and principal office in 435 Williams Court, Suite 100 Baltimore, MD 21220.

B. The entity hereby submits a proposal/offer in response to **ITB 2024-1-UTL, Sludge Disposal Services.**

C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

E. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cooper City government.

J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment is true and correct at the time of submission.

Signature of Affiant

Emil Kneis, Sales Support Manager
Printed Name & Title

March 4, 2024
Date

ATTACHMENT M

NON-CONFLICT OF INTEREST STATEMENT

A. A. I am the Sales Support Manager (*Title*) of Synagro South, LLC (*Company Name*) with a local office in N/A and principal office in 435 Williams Court, Suite 100 Baltimore, MD 21220.

B. The entity hereby submits a proposal/offer in response to **ITB 2024-1-UTL, Sludge Disposal Services.**

C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

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E. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cooper City government.

J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment is true and correct at the time of submission.

Signature of Affiant

Emil Kneis, Sales Support Manager
Printed Name & Title

March 4, 2024
Date

ATTACHMENT I

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name	Address	Ownership
Robert Preston, President & CEO	435 Williams Court, Suite 100 Baltimore, MD 21220	N/A %
Pam Racey, Chief Commercial Officer	" "	N/A %
Kaivan Desai, Chief Financial Officer	" "	N/A %
Alan Slepian, General Counsel, Secretary and Chief Compliance Officer	" "	N/A %

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

_____

_____

_____

Signature of Affiant

Emil Kneis
Print Name

March 4, 2024
Date

State of Florida
Department of State

I certify from the records of this office that SYNAGRO SOUTH, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on February 17, 2006.

The document number of this limited liability company is M06000000941.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on March 2, 2023, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Thirtieth day of August, 2023

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 8254632410CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Meeting Date: 04/09/2024 Item #7.

February 20, 2006

FLORIDA DEPARTMENT OF STATE
Division of Corporations

SYNAGRO SOUTH, LLC
4512 BRITTMOORE RD.
HOUSTON, TX 77041

Qualification documents for SYNAGRO SOUTH, LLC were filed on February 17, 2006, and assigned document number M06000000941. Please refer to this number whenever corresponding with this office.

Your limited liability company is now qualified and authorized to transact business in Florida as of the file date. In accordance with section 608.406(2), F.S., the name of this limited liability company is filed with the Department of State for public notice only and is granted without regard to any other name recorded with the Division of Corporations.

This document was electronically received and filed under FAX audit number H06000044836.

A limited liability company annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the limited liability company address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please contact thisoffice at the address given below.

Deborah Bruce
Document Specialist
Registration/Foreign Qualification
Division of Corporations Letter Number: 406A00011725

P.O BOX 6327 – Tallahassee, Florida 32314

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 608.503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. Synagro South, LLC
(Name of Foreign Limited Liability Company)

2. Delaware
(Jurisdiction under the law of which foreign limited liability company is organized)

3. 76-0612567
(FEI number, if applicable)

4. 12/31/2005
(Date of Organization)

5. Perpetual
(Duration: Year limited liability company will cease to exist or "perpetual")

6. _____
(Date first transacted business in Florida, if prior to registration.)
(See sections 608.501 & 608.502 F.S. to determine penalty liability)

7. 4512 Brittmoore Road
Houston, TX 77041
(Street Address of Principal Office)

8. If limited liability company is a manager-managed company, check here [X]

9. The name and usual business addresses of the managing members or managers are as follows:

Synagro-WWT, Inc., 1800 Bering Drive, Suite 1000, Houston, TX 77057

10. Attached is an original certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (A photocopy is not acceptable. If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted.)

11. Nature of business or purposes to be conducted or promoted in Florida:

Residuals Management Services

Alvin L. Thomas
Signature of a member or an authorized representative of a member.
(In accordance with section 608.408(3), F.S., the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Alvin L. Thomas
Typed or printed name of signee

Vice President & Secretary, Synagro-WWT, Inc. - Manager

Meeting Date: 04/09/2024 Item #7.

CERTIFICATE OF DESIGNATION OF REGISTERED AGENT/REGISTERED OFFICE

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the Limited Liability Company is:

Synagro South, LLC

2. The name and the Florida street address of the registered agent and office are:

C T Corporation System
(Name)

1200 South Pine Island Road
Florida Street Address (P.O. Box **NOT** ACCEPTABLE)

Plantation, Florida 33324
City/State/Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, Florida Statutes.

C T Corporation System

By: Denise Bell
(Signature)

Denise Bell
Assistant Secretary

$ 100.00 Filing Fee for Application
$ 25.00 Designation of Registered Agent
$ 30.00 Certified Copy (optional)
$ 5.00 Certificate of Status (optional)

Meeting Date: 04/09/2024 Item #7.

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "SYNAGRO SOUTH, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIRST DAY OF FEBRUARY, A.D. 2006.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3060217 8300

060098035

AUTHENTICATION: 4493886

DATE: 02-01-06

ATTACHMENT B

REFERENCES

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation. ***CITY OF COOPER CITY STAFF SHALL NOT BE USED AS A CLIENT REFERENCE***.

1. ENTITY/COMPANY NAME: City of Venice
   ADDRESS: 401 W. Venice Ave., Venice, FL 34285
   CONTACT NAME: Chloe Crouch
   CONTACT'S TITTLE: Operations Supervisor Utilties
   TELEPHONE: 941-232-2665
   E-MAIL (REQUIRED): ccrouch@venicegov.com
   CONTRACT PERIOD: FROM: 2003 TO: Present

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2. ENTITY/COMPANY NAME: Indian River County
   ADDRESS: 1840 25th Street, Vero Beach, FL 39260
   CONTACT NAME: Terry Southard
   CONTACT'S TITTLE: Utiltities Operations Manager
   TELEPHONE: 772-567-8000
   E-MAIL (REQUIRED): tsouthard@ircgov.com
   CONTRACT PERIOD: FROM: 2004 TO: Present

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3. ENTITY/COMPANY NAME: Sarasota County
   ADDRESS: 7905 S. McIntosh Rd., Sarasota, FL 34238
   CONTACT NAME: Dave Sell
   CONTACT'S TITTLE: Wastewater Manager
   TELEPHONE: 941-650-2706
   E-MAIL (REQUIRED): dsell@scgov.net
   CONTRACT PERIOD: FROM: 2002 TO: Present

This page shall be completed IN FULL and submitted with your bid.

ATTACHMENT L

SCRUTINIZED COMPANIES AFFIDAVIT

Certification pursuant to Florida Statute § 287.135 and § 215.473

I, Emil Kneis, Sales Support Manager, on behalf of Synagro South, LLC
Print Name and Title *Company Name*
certify that Synagro South, LLC does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:
1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
2) Contracting with companies, for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Synagro South, LLC
Company Name

Emil Kneis
Print Name

Sales Support Manager
Title

Signature

ATTACHMENT C
(Page 1 of 2)

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

   by: Emil Kneis, Sales Support Manager
   (print individual's name and title)
   for: Synagro South, LLC
   (print name of entity submitting sworn statement)

   whose business address is: 435 Williams Court, Suite 100, Baltimore, MD 21220

   and (if applicable) its Federal Employer Identification Number (FEIN) is: 76-0612567.

   (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a) A predecessor or successor of a person convicted of a public entity crime; or

   b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

ATTACHMENT C
(Page 2 of 2)

6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

✓ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

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

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Synagro South, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

435 Williams Court, Suite 100

6 City, state, and ZIP code

Baltimore, MD 21220

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

7	6	–	0	6	1	2	5	6	7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/11/2024

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

BID TABULATION

Bid No.: ITB 2024-1-UTL
Bid Title: Sludge Disposal Services
Bid Opening Date: 3/13/2024 @ 3:00PM
Distribution Stats: 11 Planholders, 1,104 Bidders Not

Vendor Name	Revinu, Inc	Synagro South, LLC	USS Hauling & Recycling
FEIN	83-2532690	76-0612567	47-5268230
Bid Form	Received	Received	Received
Reference Form	Received	Received	Received
Public Entity Crimes (PEC) Form	Received	Received	Received
ADA Affidavit	Received	Received	Received
Business Entity Affidavit	Received	Received	Received
Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)	N/A	N/A	N/A
W-9, Request for Taxpayer Identification Number	Received	Received	Received
Proof of Workers Compensation Insurance or Exemption	Received	Received	Received
Proof of Liability Insurance	Received	Received	Received
Ownership Disclosure Affidavit	Received	Received	Received
Drug-Free Workplace Certificate	Received	Received	Received
Employee Background Verification Affidavit	Received	Received	Received
Scrutinized Companies Affidavit	Received	Received	Received
Non-Conflict of Interest Statement	Received	Received	Received
E-Verify Form	Received	Received	Received
Unit Price	$ 174.36	$ 37.50	$ 183.00

Vendor Compliance Check List

Vendor: Synagro South, LLC **FEIN: 76-0612567**	**Does Vendor appear on the following:**	
	YES	**NO**
Florida Convicted Vendor List	☐	☒
Florida Suspended Contractors	☐	☒
Scrutinized Companies	☐	☒
Broward County Debarred List	☐	☒
State of Florida Corporations (Sun Biz)	☒	☐
E-Verify	☒	☐
Verified by: Purchasing	Date: Thursday, March 21, 2024	

Vendor Compliance Check List

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Convicted Vendor List

Convicted Vendor List

The Department of Management Services maintains a "list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under section 287.133, Florida Statutes.

There are currently no vendors on this list.

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List pursuant to section 287.1351, Florida Statutes.

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance [575.8 kB]
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. [111.8 kB]
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC [85.9 kB]
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. [320.2 kB]
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC [1.8 MB]

Updated 12/10/19

Vendor Compliance Check List

Prohibited Investments (Scrutinized Companies)	Scrutinized Country	Country of Incorporation	Initial Appearance on Scrutinized List	Full Divestment
Petronas Gas Berhad	Sudan & Iran	Malaysia	September 19, 2007	Yes
Petronas Global Sukuk	Sudan & Iran	Malaysia	August 2, 2016	Yes
Putrajaya Management Sdn Bhd	Sudan & Iran	Malaysia	March 18, 2014	Yes
Sinopec Capital 2013 Ltd	Sudan & Iran	China	September 24, 2013	Yes
Sinopec Century Bright Capital Investment Ltd	Sudan & Iran	China	December 3, 2019	Yes
Sinopec Engineering Group Co Ltd	Sudan & Iran	China	March 18, 2014	Yes
Sinopec Group Overseas Development 2018 Ltd	Sudan & Iran	China	December 15, 2020	Yes
Sinopec Group Overseas Development 2017 Ltd	Sudan & Iran	China	September 11, 2019	Yes
Sinopec Group Overseas Development 2016 Ltd	Sudan & Iran	China	August 2, 2016	Yes
Sinopec Group Overseas Development 2015 Ltd	Sudan & Iran	China	December 15, 2020	Yes
Sinopec Group Overseas Development 2014 Ltd	Sudan & Iran	China	March 7, 2018	Yes
Sinopec Group Overseas Development 2013 Ltd	Sudan & Iran	China	March 18, 2014	Yes
Sinopec Group Overseas Development 2012 Ltd	Sudan & Iran	China	March 7, 2018	Yes
Sinopec Kantons Holdings Ltd	Sudan & Iran	Bermuda	September 19, 2007	Yes
Sinopec Oilfield Equipment Corporation	Sudan & Iran	China	April 14, 2009	Yes
Sinopec Oilfield Service Corp	Sudan & Iran	China	March 25, 2008	Yes
Sinopec Shanghai Petrochemical	Sudan & Iran	China	September 19, 2007	Yes
Societe Metallurgique D'imiter	Sudan	Morocco	November 9, 2010	Yes
Territorial Generating Company No 1	Iran	Russia	June 4, 2019	Yes

Vendor Compliance Check List

Broward County Debarred Supplier List as of January 25, 2021

Listed below are suppliers [vendors] debarred by the Director of Purchasing for Broward County Board of County Commissioners, in accordance with Broward County Procurement Code, Section 21.119 and 21.120. The notice of debarment date is listed next to each supplier. In accordance with Section 21.121, after the debarment period, a debarred person [supplier] may only be reinstated upon submission of an application to the Director of Purchasing. If approved by the Director of Purchasing, the supplier will be removed from the debarment list for Broward County.

Federal Debarred Supplier List
State of Florida Debarred Supplier Lists
State of Florida List of Scrutinized Companies doing business with Iran and Sudan

The links below provide information regarding the debarred Supplier (e.g. Principal Owners & Debarment letter); the Sunbiz.org page also allows access to the Suppliers' company reports (click on "View Image in PDF format). This information is only available for Suppliers debarred from 2011 to current.

Below is a listing of all Broward County Debarred Suppliers and their debarment notice date.

A & C Contractors, Inc.	02/24/92	Fieldcrest International	10/23/91	Reddick Property Svcs/Broward Cty	02/21/95
A.J. McMasters	07/03/91	Florida Fire Apparatus Corp.	04/07/87	Reeves Equipment & Supply	06/29/04
A-1 Pied Piper Pest Control	10/25/99	FVL Contracting Co.	07/01/89	Richard Jones & Associates	05/12/95
Ace Lock and Security Supply	05/23/05	Gator Express	10/01/94	Roman Waterproofing	09/30/97
Action Trophies & Awards	05/26/92	George W. Murray Contractors	12/08/99	Rust Wizard Inc.	03/24/17
Agra-Cycle Corporation	11/06/01	Glo & Go Inc.	04/01/93	S H Marketing, Inc.	08/17/20
All County Plumbing Contractors, Inc.	07/08/20	Global Transmissions	09/10/92	S.T. Wicole Const. Corp.	05/06/91
All County Plumbing, Inc.	08/17/20	Globe Electric Company, Inc.	12/10/03	Saber Sales, Inc.	11/08/88
Alpha Construction Svces & Consulting Svces	08/11/20	Graphic Productions Co.	02/27/90	Saints-Enterprises II, LLC	12/15/20
Ammunition Reloaders	05/22/92	HDC Advertising, Inc.	05/06/03	Samantha L. List, P.A.	08/11/20
Ann Lipkowitz, Broker	08/21/92	Hegla Construction, Inc.	08/20/92	Screen Graphics	09/01/92
Atech Fire & Security, Inc.	10/10/03	Henze Services, Inc.	08/19/93	Semes Enterprises	01/03/92
Atlas Pen & Pencil Co.	12/26/90	H-Way Corporation	10/25/99	Shamus Corporation	06/29/04
Ben Kough & Associates	01/10/96	Infinite Distributors LLC	09/30/20	Sheerson Construction, Inc.	05/17/00
Bob's Towing	06/09/04	Intercoastal Marketing, LLC	12/15/20	Shiv Lingam Kirtan Mandali Inc.	08/06/20
BRC Construction Company, Inc.	12/14/05	J M List Services, LLC	08/11/20	SLL Consulting LLC	08/11/20
Broward Plumbing Specialists, Inc.	08/17/20	JJM List Services, LLC	08/11/20	Southeast Underground Utilities Corp.	12/12/17
Caribbean Air Surveys, Inc.	03/01/91	JM List, Incorporated	08/11/20	Southgate Const. & Realty	11/07/90
Central Florida Nurseries	08/16/91	John Rogers Corporation Company, Inc.	11/13/90	Spectrum Signal Co., Inc.	03/04/91
Central Press	04/17/95	Joyce Office ProductsKDG	01/05/94	Spirit Services Company, Inc.	12/13/00
Chemtel Supplies, Inc.	11/21/05	Land & Sea Construction	03/18/96	St. Andrew Industries, Inc.	06/16/95
Progressive Transportation Services, Inc. (d/b/a Coach USA Transit Services)	01/15/92	Lawn Wizard USA, Inc.	09/29/15	Statewide Transportation & Recovery Services	11/02/00
		Lawn Wizard USA, LLC	03/24/17	Termark Security Systems	06/03/99
Coastal Carting Ltd.	03/16/96	Mancini Builders	01/04/94	The Parts Connection	06/30/92
Coastal Industries USA, LLC (d/b/a Rust Wizard)	03/24/17	Marquee Enterprises, Inc.	06/08/07	Toilet Taxi Corp.	07/07/15
		Marsten/THG Modular Leasing	12/13/95	Total Connection	04/30/92
Coastal Utilities, Inc.	03/05/99	Major Computer, Inc.	10/28/91	Toussaint Landscaping	11/04/92
Compass Corp.	06/29/04	Med Sure Associates	05/05/97	Transglobal Marketing	12/28/92
Control Press	06/29/04	Moody Maintenance Products	04/06/06	Tropical Growers USA, Inc.	03/24/17
Cordes Door Co., Inc.	09/01/96	Nighthawk International Corp.	10/25/96	Truck City Body Corp.	12/01/96
Cox & Palmer Const. Corp.	03/14/89	OJS Systems, Inc.	12/22/14	Urban Organization, Inc.	03/05/99
Custom Design To A Tee	05/15/96	Omega Group, Inc.	10/30/97	Vees Supply, LLC	08/17/20
Degen's Lawn & Garden Inc.	11/04/11	Precision Detailing dba J M List Services	08/11/20	Venturi Supplies, Inc.	08/17/20
Digital Comm Inc.	05/16/11	Protective Service Int'l	03/01/91	VIMAC USA, Inc.	05/31/17
Dixie Lock & Supply Inc.	02/17/92	Public Safety Systems	03/04/91	Viravar, LLC	08/17/20
Eastern Elevator Service, Inc.	02/13/19	Puskadi Ltd.	11/07/90	Weiser Security Services	12/09/93
Federal Fence Co., Inc.	11/12/90	Quality Loan Service	03/07/91	Wildcat Wrecking Corp.	09/10/92
		Rahming Funeral Home	09/01/92	Woodcraft Custom Homes	06/06/88
		RC Aluminum Industries Inc.	06/20/14	Z & Z, Inc.	08/11/20

Vendor Compliance
Check List

Table 9: Scrutinized Companies that Boycott Israel

New companies on the list are shaded and in bold. (One company was added this quarter.)

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification
Betsah Invest SA	Luxembourg	August 2, 2016
Betsah SA	Luxembourg	August 2, 2016
Cactus SA	Luxembourg	August 2, 2016
Co-operative Group Limited	United Kingdom	September 26, 2017
Guloguz Dis Deposu Ticaret Ve Pazarlama Ltd	Turkey	August 2, 2016
Morningstar, Inc (Sustainalytics)	**United States**	**October 25, 2023**
Unilever PLC (Ben & Jerry's parent company)	United Kingdom	July 29, 2021
Hindustan Unilever Ltd	India	July 29, 2021
PT Unilever Indonesia Tbk	Indonesia	July 29, 2021
Unilever Bangladesh Ltd	Bangladesh	July 29, 2021
Unilever Capital Corp (Unilever PLC bond issuance)	United States	July 29, 2021
Unilever Caribbean Ltd	Trinidad and Tobago	July 29, 2021
Unilever Consumer Care Ltd	Bangladesh	July 29, 2021
Unilever Côte d'Ivoire	Ivory Coast	July 29, 2021
Unilever Finance Netherlands BV (Unilever PLC bond issuance)	Netherlands	July 29, 2021

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification
Unilever Ghana Ltd	Ghana	July 29, 2021
Unilever Nigeria Plc	Nigeria	July 29, 2021
Unilever Pakistan Foods Ltd	Pakistan	July 29, 2021
# of Companies that Boycott Israel	18	

Vendor Compliance
Check List

2023 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Mar 02, 2023
Secretary of State
6217073649CC

DOCUMENT# M06000000941

Entity Name: SYNAGRO SOUTH, LLC

Current Principal Place of Business:

435 WILLIAMS COURT
SUITE 100
BALTIMORE, MD 21220

Current Mailing Address:

435 WILLIAMS COURT
SUITE 100
BALTIMORE, MD 21220 US

FEI Number: 76-0612567

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MEMBER
Name	SYNAGRO - WWT, INC.
Address	435 WILLIAMS COURT SUITE 100
City-State-Zip:	BALTIMORE MD 21220

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: SYNAGRO - WWT, INC. MEMBER 03/02/2023

Electronic Signature of Signing Authorized Person(s) Detail — Date

Vendor Compliance Check List

Employer	Doing Business As	Account Status	Date Enrolled	Date Terminated	Workforce Size	Number of Hiring Sites	Hiring Site Locations (by state)
Synagro South, LLC		Terminated	12/31/2007	03/24/2021	100 to 499	12	FL, GA, TN, TX

Showing 1 to 1 of 1 entries.

Memorandum

TO: Hamid Nikvan, Acting Utilities Director

FROM: Purchasing

THRU: Ryan Eggleston, City Manager

DATE: March 22, 2024

SUBJECT: Sludge Disposal Services, ITB 2024-1-UTL

The Purchasing Division issued an Invitation to Bid (ITB) for Sludge Disposal Services, ITB 2024-1-UTL. This formal competitive solicitation process complies with the City of Cooper City procurement requirements. Details of the competitive solicitation process are as follows:

- The ITB was broadcast on February 2, 2024, to one thousand one hundred and four (1,104) prospective bidders via the DemandStar. Additionally, the ITB was advertised in the legal notices section of the Sun-Sentinel.
- Eleven (11) vendors downloaded the bid documents of the ITB.
- On March 13, 2024 at 3:00 P.M. EST, the Purchasing Division closed and unsealed three (3) responses. The responses were reviewed by the Purchasing Division to ensure the responses met the ITB requirements.
- The apparent lowest responsive and responsible offeror, Synagro South LLC met all the ITB requirements.
- The Purchasing Division relayed the submittals to the Utilities staff additional review and concluded that Synagro South LLC response met all the requirements of the ITB.
- Reference checks were conducted Synagro South LLC Inc and revealed positive ratings.

In summary, Synagro South LLC is the lowest, responsive and responsible offeror able to meet the ITB requirements; therefore, the award recommendation of this contract is to Synagro South LLC

Att. Tabulation Summary, Bid Tabulation, Scope of Work

cc: Hamid Nikvan, Assistant Director of Utilities

CITY OF Cooper City
Someplace Special

BID TABULATION

Bid No.: ITB 2024-1-UTL
Bid Title: Sludge Disposal Services
Bid Opening Date: 3/13/2024 @ 3:00PM
Distribution Stats: 11 Planholders, 1,104 Bidders No

Vendor Name	Revinu, Inc	Synagro South, LLC	USS Hauling & Recycling
FEIN	83-2532690	76-0612567	47-5268230
Bid Form	Received	Received	Received
Reference Form	Received	Received	Received
Public Entity Crimes (PEC) Form	Received	Received	Received
ADA Affidavit	Received	Received	Received
Business Entity Affidavit	Received	Received	Received
Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)	N/A	N/A	N/A
W-9, Request for Taxpayer Identification Number	Received	Received	Received
Proof of Workers Compensation Insurance or Exemption	Received	Received	Received
Proof of Liability Insurance	Received	Received	Received
Ownership Disclosure Affidavit	Received	Received	Received
Drug-Free Workplace Certificate	Received	Received	Received
Employee Background Verification Affidavit	Received	Received	Received
Scrutinized Companies Affidavit	Received	Received	Received
Non-Conflict of Interest Statement	Received	Received	Received
E-Verify Form	Received	Received	Received
Unit Price	$ 174.36	$ 37.50	$ 183.00

Scope of Work

The City of Cooper City is seeking a qualified and properly licensed Contractor to remove, transport, and properly dispose of Class B wastewater biosolids (sludge), in cake form, from the City's wastewater treatment facility (WWTF), to an approved disposal site as defined by the appropriate United States Environmental Protection Agency (USEPA) and Florida Department of Environmental Protection (FLDEP) regulations. The sludge will be disposed of in a manner that complies with all appropriate federal, state and local regulations. The selected awarded bidder will be fully responsible for the transportation and final disposal of all sludge in compliance with all applicable laws and regulations. The awarded bidder shall employ appropriate commercial licensed drivers, and possess all necessary equipment required for the performance of work, which shall include a sufficient number of leak-proof trailers to transport the sludge. Hauling is presently being performed at the rate of 3 to 4 trucks per week. The Contractor shall be capable of providing equipment with drivers to remove the loaded trailers from the WWTF on an "on-call" basis.

CITY COMMISSION
STAFF REPORT

DEPARTMENT: Utilities Department

DATE: April 9, 2024

SUBJECT: Motion to approve and authorize the award of Bid, No. ITB 2023-05-UTL, Effluent Pump #3 Replacement, to the lowest, responsive and responsible bidder, GlobalTech, Inc., and to enter into an agreement in the amount not to exceed $770,900.00 and a separate project contingency in the amount of $77,000.00, representing approximately 10% of the contract price.

CITY MANAGER RECOMMENDATION:

The City Manager recommends approval and authorization of the award of Bid, No. ITB 2023-05-UTL, Effluent Pump #3 Replacement, to the lowest, responsive and responsible bidder, GlobalTech, Inc., and to enter into an agreement in the amount not to exceed $770,900.00 and a separate project contingency in the amount of $77,000.00, representing approximately 10% of the contract price.

The Final Completion date of the project is 365 calendar days from Notice to Proceed.

BACKGROUND OF ITEM:

The project consists of replacing the old 100-horsepwer pump with a new 250-horsepower vertical turbine variable frequency drive (VFD) pump. The old pump was damaged and had to be replaced. The reason for higher horsepower was to balance the incoming effluent flows (treated sewage) from the Town of Davie with that of Cooper City's. Both agencies use the same force main transmission pipe to send part of their effluent per their 1985 agreement with the City of Hollywood. The proposed 250-horsepower VFD pump would ensure that Cooper City's effluent volume would not have to be subordinate to Town of Davie. Effluent Pump #3 Replacement is on the City's approved list of projects financially supported through the American Rescue Plan Act (ARPA) of 2021.

As a condition of the agreement, the awarded vendor is required to adhere to the stipulations outlined in the ARPA agreement number Y5181, established between the State of Florida, Division of Emergency Management, and the City of Cooper City. In the event of any conflict between the City's contractual terms and conditions and the provisions of ARPA, the ARPA provisions will take precedence.

For competitive solicitation, the Purchasing Division released an Invitation to Bid (ITB), 2023-05-UTL, titled Effluent Pump #3 Replacement, in Sun Sentinel newspaper on October 13, 2023 along with posting it on DemandStar, an electronic purchasing portal. On November 21, 2023 at 3:00 P.M. EST, the Purchasing Division closed and unsealed seven (7) responses. The responses were reviewed by the Purchasing Division to ensure the responses met the ITB requirements, and the results are as follows:

1. Globaltech, Inc.	$770,900.00
2. RF Environmental Services, Inc.	$869,000.00
3. David Mancini & Sons, Inc.	$888,000.00
4. Florida Design Drilling, LLC.	$944,000.00
5. Lawrence Lee Construction Services, Inc.	$950,000.00
6. Sawcross, Inc.	$996,000.00
7. Conti LLC.	$1,013,000.00

ANALYSIS:

The Purchasing Division reviewed the bid responses, discussed them with the Utilities Department staff, and concluded that Globaltech, Inc. was the lowest, responsive and responsible bidder who met all the requirements of the ITB.

FISCAL IMPACT:
In the original list of ARPA expenditures, only $250,000.00 earmarked for this project. However, through re-appropriations and adjustments, the project's funding has surged to $924,663.00 in FY24 ARPA expenditures, with an additional $123,768.00 disbursed in FY23. Consequently, the total funding for the project has escalated to $1,048,431.00. Given the Requested Amount of $847,900.00, the Remaining Amount would be $76,763.00.

General Ledger Acct. Number	Budgeted Amount	Available Amount	Requested Amount	Remaining Amount
110-160-563435-536-WWTPE	$1,048,431.00	$924,663.00	$847,900.00	$76,763.00

ALTERNATIVES:

N/A

ATTACHMENTS:

1. Globaltech, Inc. Contract Agreement
2. Exhibit A, ITB 2023-5-UTL – Effluent Pump #3 Replacement
3. Exhibit B, Globaltech, Inc. – Bid Response
4. ITB 2023-5-UTL – Globaltech, Inc. – Bid Tabulation
5. Purchasing Division Memorandum
6. Vendor Compliance

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	Route to Purchasing	03/27/24 11:59 AM
Dodgen, Brandon	Assigned to Purchasing	COMPLETE: Forward to City Clerk	03/27/24 01:58 PM
Allen, Tedra	Assigned to City Clerk	Route to Budget	03/27/24 04:30 PM
Nadeau, Mike	Assigned to Budget	COMPLETE: Forward to City Clerk	03/27/24 04:50 PM
	The fiscal impact section of this staff report is correct.		
Allen, Tedra	Assigned to City Clerk	Route to Attorney	03/27/24 04:54 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to City Manager	03/28/24 09:40 AM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to City Clerk	03/28/24 06:44 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	04/01/24 05:06 PM
Allen, Tedra	END WORKFLOW - APPROVED		04/02/24 01:01 PM

AGREEMENT BETWEEN THE CITY OF COOPER CITY AND GLOBALTECH, INC.

THIS IS AN AGREEMENT ("Agreement"), dated this ____ day of_____20____, by and between:

CITY OF COOPER CITY, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50th Place, Cooper City, Florida 33328 ("City)",

and

GLOBALTECH, INC., a water and wastewater desigh-build corporation, located at 6001 Broken Sound Pkwy NW, Suite 610, Boca Raton, FL 33487, hereinafter "Contractor," who is authorized to do business in the State of Florida.

City and Contractor may each be referred to herein as "party" or collectively as "parties

W I T N E S S E T H

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

PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intensions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon the parties as essential elements of the mutual considerations upon which this Agreement is based.

ARTICLE 1. DEFINITIONS

Whenever the following terms appear in the Contract Documents, the intent and meaning shall be interpreted as follows:

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, including as may be amended from time to time.

1.2. **Bidder** means an entity or individual submitting a bid for this Project, acting directly or through a duly authorized representative.

1.3. **City** means the City Commission of Cooper City, Florida, its successors and assigns.

1.4. **Code** means the City of Cooper City Code of Ordinances.

1.5. **Change Order** means a written document ordering a change in the Contract Price or Contract Time or a material change in the Work.

1.6. **Consultant** means the architect or engineer who has contracted with City of Cooper City or who is an employee of City of Cooper City, and provides professional services for this Project.

1.7. **Contract Administrator** means the Director of Utilities or Assistant Director of Utilities or such other person designated by the Director of Utilities in writing.

1.8. **Contract Documents** means the official documents setting forth bidding information, requirements, and contractual obligations for the Project and includes Articles 1 through 8 of this Agreement, the Contract Supplement, the General Conditions, the Supplemental General Conditions, the Scope of Work, Invitation to Bid, Addenda, Standard Instructions for Vendors, Special Instructions for Vendors, Plans, Drawings, Exhibits, General Requirements, Technical Specifications, Bid Forms, Record of Award by Board, Bonds, Notice of Award, Notice(s) to Proceed, Supplements, Representations and Certifications, Certificates, Project Forms, Closeout Forms, Purchase Order(s), Change Order(s), Field Order(s), Special Provisions, BIM and Electronic Media Submittal Requirements, and any additional documents the submission of which is required by this Project.

1.9. **Contract Price** means the amount established in the bid submittal and award by the Board, as may be amended by Change Order.

1.10. **Contract Time** means the time between commencement and completion of the Work, including any milestone dates thereof, established in Article 3 of this Contract, as may be amended by Change Order.

1.11. **Contractor** means the person, firm, or corporation with whom City of Cooper City has contracted and who is responsible for the acceptable performance of the Work and for the payment of all legal debts or other obligations pertaining to the Work. All references in the Contract Documents to third parties under contract or control of Contractor shall be deemed to be a reference to Contractor.

1.12. **County Business Enterprise** or **CBE** means a small business certified as meeting the applicable requirements of the Broward County Business Opportunity Act of 2012, Section 1-81, of the Code. Unless specified in the Contract Documents, this definition may not apply.

1.13. **Field Order** means a written order that orders minor changes in the Work but which does not involve a change in the Contract Price or Contract Time.

1.14. **Final Completion** means the date certified by Consultant in the Final Certificate of Payment upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by Consultant; any other documents required to be provided by Contractor have been received by Consultant; and to the best of Consultant's knowledge, information and belief, the Work defined

herein has been fully completed in accordance with the terms and conditions of the Contract Documents.

1.15. **Materials** means materials incorporated in this Project or used or consumed in the performance of the Work.

1.16. **Notice(s) to Proceed** means a written notice to Contractor authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.

1.17. **Plans** or **Drawings** means the official graphic representations of this Project that are a part of the Contract Documents.

1.18. **Project** means the construction project described in the Contract Documents, including the Work described therein.

1.19. **Project Initiation Date** means the date upon which the Contract Time commences.

1.20. **Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of the Broward County Business Opportunity Act of 2012, Section 1-81, of the Code. Unless specified in the Contract Documents, this definition may not apply.

1.21. **Subcontractor** means a person, firm, or corporation having a direct contract with Contractor, including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes Materials not so worked.

1.22. **Substantial Completion** means that date, as certified in writing by Consultant and as finally determined by Contract Administrator in its sole discretion, on which the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and City of Cooper City or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy (or a Temporary Certificate of Occupancy ("TCO") or other alternate municipal/ City of Cooper City authorization for limited or conditional occupancy acceptable to the Contract Administrator) must be issued for Substantial Completion to be achieved; however, the issuance of a Certificate of Occupancy will not, by itself, constitute the achievement or date of Substantial Completion.

1.23. **Surety** means the surety company or individual that is bound by the performance bond and payment bond with and for Contractor who is primarily liable for satisfactory performance of the Work, and which surety company or individual is responsible for Contractor's satisfactory performance of the Work under this Contract and for the payment of all debts and other obligations pertaining thereto in accordance with Section 255.05, Florida Statutes.

1.24. **Work** means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment, and services

provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 2. SCOPE OF WORK

Contractor hereby agrees to furnish all of the labor, materials, equipment, services, and incidentals necessary to perform all of the Work described in the Contract Documents for the Project.

ARTICLE 3. CONTRACT TIME

3.1. Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by City's Finance Director or designee and two or more Notices to Proceed issued by the Contract Administrator. The first Notice to Proceed and Purchase Order will not be issued until Contractor's submission to City of Cooper City of all required documents and after execution of this Contract by both Parties. Preliminary Work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for permitting, and performance of Work that does not require permits, shall commence within ten (10) days after the date of the first Notice to Proceed. Contractor shall have ten (10) days after receipt of signed and sealed contract Drawings from Consultant to apply for construction permits to the applicable permitting authority. Issuance of all permits by the permitting authority shall be a condition precedent to the issuance of a second Notice to Proceed for all additional Work. Except for the reimbursement of permit application fees, impact fees, and performance and payment bond premiums as may be provided in the Contract Documents, Contractor shall not be entitled to compensation of any kind during the permitting process. The Work to be performed pursuant to the second Notice to Proceed shall commence within ten (10) days after the Project Initiation Date specified in the second Notice to Proceed.

3.2. Time is of the essence for each Party's performance under this Contract. Contractor must obtain Substantial Completion of the Work within 335 calendar days after the Project Initiation Date specified in the second Notice to Proceed, and Final Completion within 30 calendar days after Substantial Completion.

3.3. Upon failure of Contractor to obtain Substantial Completion within the deadline stated in Section 3.2, as extended by any approved time extensions, Contractor shall pay to City of Cooper City the sum of five hundred dollars ($500) for each day after the deadline for Substantial Completion, as extended by any approved time extensions, until Substantial Completion is obtained. After Substantial Completion, should Contractor fail to complete the remaining Work within the deadline stated in Section 3.2, as extended by approved time extensions thereof, Contractor shall pay to City of Cooper City the sum of five hundred dollars ($500) for each day after the deadline for Final Completion, as extended by any approved extensions, until Final Completion is obtained. These amounts are not penalties but are liquidated damages to City of Cooper City for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the Parties based on (1) a mutual recognition of the impossibility of precisely ascertaining the amount of damages that will be

sustained by City of Cooper City as a consequence of Contractor's failure to timely obtain Substantial Completion; and (2) both Parties' desire to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete this Contract on time. These liquidated damages shall apply separately to each portion of the Project for which a deadline for completion is given.

3.4. City of Cooper City may deduct liquidated damages from monies due to Contractor for the Work under this Contract or as much thereof as City of Cooper City may, in its sole discretion, deem just and reasonable.

3.5. Contractor shall reimburse City, in addition to liquidated damages, for all costs incurred by Consultant in administering the construction of the Project beyond the completion dates specified above, as extended by any approved time extensions. Consultant construction administration costs shall be in the amounts set forth in the contract between City of Cooper City and Consultant, a copy of which is available upon request of the Contract Administrator. All such costs shall be deducted from the monies due Contractor for performance of Work under this Contract by means of unilateral credit Change Orders issued by City of Cooper City as costs are incurred by Consultant and agreed to by City.

ARTICLE 4. CONTRACT PRICE

4.1. ☐ This is a Unit Price Contract:*

4.1.1. City of Cooper City shall pay to Contractor the amounts determined for the total number of each of the units of Work completed at the unit price stated in the Contract Price. The number of units contained in this schedule is an estimate only, and final payment shall be made for the actual number of units incorporated in or made necessary by the Work covered by the Contract Documents.

4.1.2. Payment shall be made at the unit prices applicable to each integral part of the Work. These prices shall be full compensation for all costs, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown, or both, in the Contract Documents. The cost of any item of Work not covered by a specific Contract unit price shall be included in the Contract unit price or lump sum price to which the item is most applicable.

4.2. ☒ This is a Lump Sum Contract:*

4.2.1. City of Cooper City shall pay Contractor the Contract Price for the performance of the Work described in the Contract Documents.

4.2.2. Payment shall be at the lump sum price stated in this Contract. This price shall be full compensation for all costs, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown, or both, in

the Contract Documents. The cost of any item of Work not covered by a specific Contract lump sum should be included in the lump sum price to which the item is most applicable.

*Note: Only the subsections corresponding to any checked box in this Article 4 will apply to this Contract. Some Projects include both unit prices and lump sums, in which case both subsections shall apply as appropriate depending upon the type of Work being performed by Contractor and approved by City.

ARTICLE 5. PROGRESS PAYMENTS

5.1. Contractor may make an application for payment ("Application for Payment"), at intervals of not more than once a month, for Work completed during the Project. Contractor's applications shall show a complete breakdown of the Project components, the quantities completed, and the amount of payment sought, together with such supporting evidence as may be required by Consultant or Contract Administrator. Contractor shall submit with each Application for Payment: an updated progress schedule acceptable to Consultant as required by the Contract Documents; a Certification of Payments to Subcontractors and a release of claims relative to the Work that was the subject of previous applications or consent of surety relative to the Work that is the subject of the Application for Payment. If Contractor has not made payment to a Subcontractor, a statement shall be accompanied by a copy of the notification sent to each Subcontractor to whom payment has not been made, explaining the good cause why payment was not made. Each Application for Payment shall be submitted in triplicate to Consultant for approval as follows:

CONSULTANT: Hazen and Sawyer, with a copy to**:**

CONTRACT ADMINISTRATOR: Hamid Nikvan, Assistant Utilities Director

All Applications for Payment shall be stamped as received on the date on which they are delivered in the manner specified above. Payments of Applications for Payment shall be subject to approval as specified hereinbefore, and if approved shall be due twenty-five (25) business days after the date on which the Application for Payment is stamped received. At the end of the twenty-five (25) business days, Contractor may send the Contract Administrator an overdue notice. If the Application for Payment is not rejected within four (4) business days after delivery of the overdue notice, the Application for Payment shall be deemed accepted, except for any portion of the Application for Payment that City of Cooper City determines to be fraudulent or misleading. If the Application for Payment does not meet the requirements of this Contract, City of Cooper City shall reject the Application for Payment within twenty (20) business days after the date stamped received and said rejection shall specify the deficiency and the action necessary to cure that deficiency. If Contractor submits a request that corrects the deficiency, the corrected Application for Payment must be paid or rejected within ten (10) business days after the corrected Application for Payment is stamped as received. Any dispute between City of Cooper City and Contractor shall be resolved by the Florida Statute 218.735 subject to the process and time frames for payment set forth above. For all other disputes related to payment, the dispute shall

be resolved pursuant to the dispute resolution procedure set forth in Article 12 of the General Conditions.

5.2. City of Cooper City may withhold retainage on each progress payment as set forth in Section 255.078, Florida Statutes, as may be amended during this Contract. Any reduction in retainage below the maximum amount set forth in Section 255.078, Florida Statutes, shall be at the sole discretion of the Contract Administrator, as may be recommended by Consultant. Any interest earned on retainage shall accrue to the benefit of City.

5.3. Notwithstanding any provision of this Contract to the contrary, City of Cooper City may withhold payment, in whole or in part, in accordance with Applicable Law, or to such extent as may be necessary to protect itself from loss on account of:

5.3.1 Inadequate or defective Work not remedied.

5.3.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City of Cooper City relating to Contractor's performance.

5.3.3 Failure of Contractor to make payments properly to Subcontractors or for material or labor.

5.3.4 Damage to another contractor not remedied.

5.3.5 Liquidated damages and costs incurred by Consultant for extended construction administration.

5.3.6 Failure of Contractor to provide documents required by the Contract Documents.

When the above grounds are removed or resolved to the satisfaction of the Contract Administrator, any withheld payment shall be made to the extent otherwise due.

5.4 Invoices shall be emailed MONTHLY to Accountspayable@CooperCity.gov or sent via US Mail to City of Cooper City, 9090 SW 50th Place, Cooper City, FL 33328. All invoices must reference the applicable Work Authorization and/or Bid number.

ARTICLE 6. ACCEPTANCE AND FINAL PAYMENT

6.1. Upon receipt of written notice from Contractor that the Work is ready for final inspection and acceptance, Consultant shall conduct an inspection within ten (10) days. If Consultant and Contract Administrator find that the Work is acceptable; that the requisite documents have been submitted; that the requirements of the Contract Documents are fully satisfied; and that all conditions of the permits and regulatory agencies have been met, a Final Certificate of Payment (Form 11) shall be issued by Consultant, under its signature, stating that the requirements of the

Contract Documents have been performed and that the Work is ready for acceptance under the terms and conditions of the Contract Documents.

6.2. Before issuance of the Final Certificate for Payment, Contractor shall deliver to Consultant the following Final Payment Package: a complete release of all claims arising out of this Contract, or receipts in full in lieu thereof; an affidavit certifying that all suppliers and Subcontractors have been paid in full and that all other indebtedness and financial obligations connected with the Work have been paid, or, in the alternative, a consent of the Surety to final payment on Contractor's behalf; the final corrected as-built Drawings; and the final bill of Materials, if required, and the final Application for Payment. This Final Payment Package must include the certification document titled Final List of Non-Certified Subcontractors and Suppliers (Form 13), which must be signed and notarized by Contractor. A list of all noncertified Subcontractors and suppliers used must be attached to this certified document.

6.3. If, after Substantial Completion, Final Completion is materially delayed through no fault of Contractor, and Consultant so certifies, City of Cooper City shall, upon certification of Consultant, and without terminating this Contract, make payment of the balance due for any portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, but it shall not constitute a waiver of claims.

6.4. Final payment shall be made only after the Board or Director of Purchasing, as applicable, has reviewed a written evaluation of the performance of Contractor prepared by the Contract Administrator and has approved the final payment. The acceptance of final payment shall constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the General Conditions and identified by Contractor as unsettled at the time of the application for final payment.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1. Representation of Authority. Contractor represents and warrants that this Contract constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Contract constitutes a breach of any agreement that Contractor has with any third party or violates Applicable Law. Contractor further represents and warrants that execution of this Contract is within Contractor's legal powers, and each individual executing this Contract on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

7.2. Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor's proposal, bid, or other supporting documents submitted to City of Cooper City in connection with the solicitation, negotiation, or award of this Contract, including during the procurement or evaluation process, were true and correct when made and

are true and correct as of the date Contractor executes this Contract, unless otherwise expressly disclosed in writing by Contractor.

7.3. Contingency Fee. Contractor represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

7.4. Public Entity Crimes. Contractor represents that it is familiar with the requirements and prohibitions of the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Contract will not violate that Act. In addition to the foregoing, Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime," regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

7.5. Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor further represents that it is not, and for the duration of the Contract will not be, ineligible to contract with City of Cooper City on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of this Contract will remain, in compliance with Section 286.101, Florida Statutes.

7.6. Claims Against Contractor. Contractor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Contract, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under this Contract, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

7.7. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Contract will not violate that statute. If Contractor violates this section, City of Cooper City may immediately terminate this Contract for cause and Contractor shall be liable for all costs incurred by City of Cooper City due to the termination.

7.8. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Work and that each person and entity that will perform or provide Work is duly qualified to perform such Work by all appropriate governmental authorities, where required, and is sufficiently

experienced and skilled in the area(s) for which such person or entity will render such Work. Contractor represents and warrants that the Work shall be performed in a skillful and respectful manner, and that the quality of all such Work shall equal or exceed prevailing industry standards for such Work.

7.9. Truth-In-Negotiation Representation. Contractor's compensation under this Contract is based upon its representations to City, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including without limitation those made by Contractor during the negotiation of this Contract, are accurate, complete, and current as of the date Contractor executes this Contract. Contractor's compensation may be reduced by City, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to City of Cooper City as the basis for Contractor's compensation in this Contract.

7.10. Prohibited Telecommunications Equipment. Contractor represents and certifies that Contractor and all Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that Contractor and all Subcontractors shall not provide or use such covered telecommunications equipment, system, or services at any time during the term of this Contract.

7.11. Criminal History Screening Practices. In addition to any City Code or policy, Contractor represents and certifies that Contractor will also comply with Section 26-125(d) of the Broward County Code for the duration of the Contract.

7.12. Breach of Representations. Contractor acknowledges that City of Cooper City is materially relying on the representations, warranties, and certifications of Contractor stated in this article, and City of Cooper City shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Contract without any further liability to Contractor; (c) set off from any amounts due Contractor the full amount of any damage incurred; and (d) debarment of Contractor.

ARTICLE 8. MISCELLANEOUS

8.1. Contract Documents and Priority of Provisions. In the event of any conflict between the terms contained in this Contract and those contained in a Contract Supplement, the terms of such Contract Supplement shall prevail. Furthermore, in the event of any conflict between the terms of the General Conditions included in this Contract and those contained in any General Supplemental Provisions, the terms of such General Supplemental Provisions shall prevail. In addition, anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings, shall have the same effect as if shown or mentioned respectively in both. In the event of a conflict among the Contract Documents,

Contractor shall provide the latest, most stringent, and more technical requirement(s), including, but not limited to, the requirements setting forth the better quality or greater quantity.

Notwithstanding the forgoing, the following priority of provisions shall apply in the event of a conflict:

First Priority:	Approved Change Orders, Addendums, or Amendments
Second Priority:	Solicitation Documents
Third Priority:	Contract
Fourth Priority:	Contractor's response to solicitation documents

8.2. Independent Contractor. Contractor is an independent contractor under this Contract. Work provided by Contractor pursuant to this Contract shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees, or agents of City. This Contract shall not constitute or make the Parties a partnership or joint venture.

8.3. Third-Party Beneficiaries. Neither Contractor nor City of Cooper City intends to directly or substantially benefit a third party by entering into this Contract. Therefore, the Parties agree that there are no third-party beneficiaries to this Contract (other than Consultant to the extent this Contract expressly provides Consultant with specific rights or remedies).

8.4. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Contract, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR CITY:

City of Cooper City
Attn: Ryan Eggleston, City Manager
9090 SW 50th Place
Cooper City, Florida 33328
Email address: REggleston@coopercity.gov

With a copy to:
Attn: Jacob Horowitz, City Attorney
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Email address: JHorowitz@gorencherof.com

FOR CONTRACTOR:

GLOBALTECH, INC.
Attn: Bruce Rahmani
6001 Broken Sound Pkwy NW, Suite 610
Boca Raton, FL 33487
Email address: bruce@globaltechdb.com

8.5. Assignment. Neither this Contract nor any interest herein or proceeds hereof shall be assigned, transferred, or encumbered without the written consent of the other party, and Contractor shall not subcontract any portion of the Work required by this Contract except as authorized by Article 28 of the General Conditions. Any attempted assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, and shall constitute a breach of this Contract. City of Cooper City reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to City of Cooper City to reasonably compensate it for the performance of any such due diligence.

8.6. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Contract was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and is, therefore, a material term.

8.7. No Waiver. City's failure to enforce any provision of this Contract shall not be deemed a waiver of its right or power to enforce such provision or a modification of this Contract. The failure to assert a breach of a provision of this Contract shall not be deemed a waiver of such breach or of any subsequent breach, nor shall it be construed to be a modification of the terms of this Contract.

8.8. Severability. If any part of this Contract is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Contract and the balance of this Contract shall remain in full force and effect.

8.9. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for such litigation shall be exclusively in such state courts, forsaking any other jurisdiction that either party may claim by virtue of its residency or other jurisdictional device. **EACH PARTY HEREBY EACH EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO**

CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION. CONTRACTOR, PURSUANT TO ARTICLE 28 OF THE GENERAL CONDITIONS, SHALL SPECIFICALLY BIND ALL SUBCONTRACTORS TO THE PROVISIONS OF THIS SECTION.

8.10. Amendments. Unless otherwise expressly authorized herein, no modification, amendment, or alteration of any portion of this Contract shall be effective unless contained in a written document executed with the same or similar formality as this Contract by duly authorized representatives of City of Cooper City and Contractor.

8.11. Prior Agreements. The Contract is the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Contract or the Contract Documents are contained herein.

8.12. Compliance with Laws. Contractor and the Work must comply with all Applicable Law, including, but not limited to, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

8.13. **[THIS SUB-ARTICLE IS NOT APPLICABLE TO THIS CONTRACT]** Workforce Investment Program. This Contract constitutes a "Covered Contract" under the Broward Workforce Investment Program, Broward County Administrative Code Section 19.211 ("Workforce Investment Program"). Contractor affirms it is aware of the requirements of the Workforce Investment Program and agrees to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth therein, including by (a) publicly advertising any vacancies that are the direct result of this Contract (whether those vacancies are with Contractor or Subcontractor) exclusively with CareerSource Broward for at least five (5) business days and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Contract. Until at least one year after the conclusion of this Contract, Contractor shall maintain and make available to City of Cooper City upon request all records documenting Contractor's compliance with the requirements of the Workforce Investment Program, and shall submit the required Workforce Investment Reports to the Contract Administrator annually by January 31 and within thirty (30) days after the expiration of termination of this Contract. Failure to demonstrate good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal shall constitute a material breach of this Contract.

8.14. Additional Security Requirements. Contractor certifies and represents that it will comply with the security requirements of the City and as mandated by the Federal and State governments for treatment plant facilities.

8.15. Federally Funded Contracts. Contractor certifies and represents that it will comply with the Federally Funded Contract Requirements attached hereto as Attachment U (ARPA Agreement).

8.16. Drug-Free Workplace. Pursuant to Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has and will maintain a drug-free workplace program throughout the duration of this Contract.

8.17. Polystyrene Food Service Articles. Contractor shall not sell or provide for use on City property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, etc.

8.18. Regulatory Capacity. Notwithstanding the fact that City of Cooper City is a political subdivision with certain regulatory authority, City's performance under this Contract is as a Party to this Contract and not in its regulatory capacity. If City of Cooper City exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to City's regulatory authority as a governmental body separate and apart from this Contract, and shall not be attributable in any manner to City of Cooper City as a party to this Contract.

8.19. **[THIS SUB-ARTICLE IS NOT APPLICABLE TO THIS CONTRACT]** Construction Apprenticeship Program. If this Contract is a construction contract as defined in Section 26-9 of the Code, Contractor represents and certifies that it shall at all times comply with the requirements of the Construction Apprenticeship Program as set forth in Sections 26-8 through 26-11 of the Code.

8.20. Interpretation. The titles and headings in the Contract Documents are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. All personal pronouns shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to the Contract as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article, such reference is to the section or article as a whole, including the subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by City of Cooper City shall require approval in writing, unless otherwise expressly stated.

8.21. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Contract by reference. The attached Exhibits are incorporated into and made a part of this Contract.

8.22. Fiscal Year. The continuation of this Contract beyond the end of any City of Cooper City fiscal year is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

8.23. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Contract, nothing herein is intended to serve as a waiver of sovereign immunity by City of Cooper City nor shall anything included herein be construed as consent by City of Cooper City to be sued by third parties in any matter arising out of this Contract.

8.24. Counterparts and Multiple Originals. This Contract may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS OF THE FOREGOING, the parties hereunto set their hands and seals on the dates written below.

CITY OF COOPER CITY, a Florida municipal corporation

ATTEST:

BY: _____
Ryan Eggleston, CITY MANAGER

BY: _____
CITY CLERK

BY: _____
Greg Ross, CITY MAYOR

APPROVED AS TO LEGAL FORM:

BY: _____
CITY ATTORNEY

WITNESSED BY:

_____
Signature

Angelica Torres
Print Name

CONTRACTOR:
GLOBALTECH, INC.

BY: B. Rahmani

Name: Bruce Rahmani

Title: VP of Construction

STATE OF Florida
COUNTY OF Palm Beach

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared Bruce Rahmani, as VP of Construction of Globaltech, Inc., and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of Bruce Rahmani, as VP of Construction of Globaltech, Inc, and who is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and seal in the State and County aforesaid this 17th day of January day of 2024.

_____
NOTARY PUBLIC

CINDY CHIN
Notary Public
State of Florida
Comm# HH257017
Expires 4/25/2026

_____
Print or Type Name

My Commission Expires: April 25, 2026

CITY OF COOPER CITY, FLORIDA

Invitation to Bid

Effluent Pump#3 Replacement

ITB 2023-05-UTL

For information, contact the Purchasing Division:

The Purchasing Division
954-433-4300 Ext. # 268
Purchasing@CooperCity.gov

Release Date: Friday, October 13, 2023
Due Date: Monday, November 13, 2023

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DRAWINGS

Cooper City Wastewater Treatment Plant Effluent Pump Replacement

INVITATION TO BID

CITY OF COOPER CITY
NOTICE TO BIDDERS/PROPOSERS

NOTICE IS HEREBY GIVEN that the City of Cooper City, Florida, will be accepting sealed bids until 3:00 PM (EST) on Monday, November 13, 2023, from qualified contractors to furnish and install a new 250-horsepower vertical turbine pump at the City's existing wastewater treatment plant effluent pump station. The proposed pump is replacing an existing 100-horsepower vertical turbine pump that was previously removed by the City. The contractor shall also furnish and install a variable frequency drive that will control the pump speed. Bidders shall comply with the terms, conditions, and specifications contained in this solicitation. The awarded vendor shall provide labor, materials, insurance, and incidentals for a complete and operable project to the City of Cooper City. This project is funded through the American Rescue Plan Act (ARPA) of 2021. Consequently, the awarded vendor shall comply with requirements of ARPA agreement number Y5181 entered into by and between the State of Florida, Division of Emergency Management and the City of Cooper City. In case of any conflict between the City's contract terms and conditions and ARPA provisions, the ARPA provisions shall prevail.

EFFLUENT PUMP #3 REPLACEMENT
ITB 2023-05-UTL

The detailed Invitation to Bid (ITB) shall be obtained online at www.DemandStar.com.

Bids must be received in the City Clerk's Office located in City Hall, 9090 SW 50th Place, Cooper City, Florida 33328 no later than **3:00PM (EST), Monday, November 13, 2023**. The outside of the envelope or box must be clearly marked "ITB 2023-05-UTL, EFFLUENT PUMP #3 REPLACEMENT" and shall contain one (1) identified, unbound original, two (2) copies and one (1) electronic copy (flash drive) of your bid/proposal.

A MANDATORY pre-bid meeting will be held on Friday, October 25, 2023 at 2:00PM EST and located at the George A. Haughney Water Treatment Plant located at 11791 SW 49th Street, Cooper City, FL.

For questions and/or requests for information about this solicitation, please contact Purchasing@CooperCity.gov Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted by written addendum. All questions must be submitted in writing. Questions of a material nature must be received prior to the cut-off date specified in the Bid/Proposal Schedule. No part of your bid/proposal can be submitted via fax or e-mail.

The City Commission of the City of Cooper City reserves the right, for any reason, to reject any and all bids/bids and to make awards in the best interest of the City.

A Cone of Silence is hereby imposed pursuant to the updated Section 2-270 of the City's Code of Ordinances, prohibiting communication regarding this Invitation to Bid between a potential contractor, vendor, service provider, bidder, lobbyist, or; consultant and the City Commissioners, City's professional staff including, but not limited to, the City Manager and staff, any member of the City's selection or evaluation committee. For further information about the Cone of Silence, please see Section 2-270 updated by Ordinance 23-15 or contact the City's Purchasing Division.

CITY OF COOPER CITY
City Clerk's Office

Please publish one (1) time on: Thursday, October 19, 2023

Please send invoice and proof of publication to:

Tedra Allen, City Clerk
City of Cooper City
9090 SW 50th Place
Cooper City, FL 33328
Tallen@CooperCity.gov

[END OF SECTION]

SECTION I – INTRODUCTION AND INFORMATION

This solicitation may include the words "bid", "proposal" and "offer". These words are used interchangeably in reference to all offers submitted by prospective respondents in response to Requests for Quotes, Requests for Qualifications, Requests for Proposals and Invitations to Bid.

1.1 PURPOSE

The City of Cooper City (the "City") will receive sealed bids on the date and time specified below for furnishing all materials/supplies, equipment, machinery, mobilization, labor, supervision, expertise, and services necessary to furnish and install a new 250-horsepower vertical turbine pump at the City's existing wastewater treatment plant effluent pump station. The proposed pump is replacing an existing 100-horsepower vertical turbine pump that was previously removed by the City. The contractor shall also furnish and install a variable frequency drive that will control the pump speed. Bidders shall comply with the terms, conditions, and specifications contained in this solicitation. The awarded vendor shall provide labor, materials, insurance, and incidentals for a complete and operable project to the City of Cooper City. This project is funded through the American Rescue Plan Act (ARPA) of 2021. Consequently, the awarded vendor shall comply with requirements of ARPA agreement number Y5181 entered into by and between the State of Florida, Division of Emergency Management and the City of Cooper City. In case of any conflict between the City's contract terms and conditions and ARPA provisions, the ARPA provisions shall prevail.

1.2 DUE DATE & SUBMITTALS

1.2.1 All bids are due no later than 3:00PM (EST), Monday, November 13, 2023, to the Office of the City Clerk located at 9090 SW 50th Place, Cooper City, FL 33328. Bids shall be opened and publicly read in the Commission Chambers, on the date and at the time specified.

1.2.2 Original copy of Attachment A Bid Form as well as any other pertinent Forms and documents must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified herein and on the attached General Conditions, Technical Specifications, Project Drawings and Bid Form. The City encourages early submittal of bids.

1.2.3 The completed, signed bid must be submitted in a **SEALED ENVELOPE CLEARLY MARKED WITH THE BID TITLE**. Bids mistakenly opened by City staff, due to failure of the Bidder to correctly identify the package, will be rejected. Telegraphic, facsimile and email bids will not be accepted.

1.2.4 Bids received after the closing time and date, for any reason whatsoever, will not be considered. All bids received after that time will not be accepted and shall be returned to the

Bidder. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City. Late bids will be rejected.

1.3 MANDATORY PRE-BID MEETING

A MANDATORY pre-bid meeting will be held on Friday, October 25, 2023 at 2:00PM EST and located at the George A. Haughney Water Treatment Plant located at 11791 SW 49th Street, Cooper City, FL.

1.4 ELIGIBILITY AND COMPETENCY OF BIDDERS

1.4.1 To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they, or the principals assigned to the project, have successfully completed services, as specified in the Scope of Services/Technical Specifications section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work.

1.4.2 Bidders are required to complete and submit with their Bid, the Qualification Requirements included in the Bid Proposal. Bidder must demonstrate qualifications to perform the Work including sufficient manpower and equipment, that previous experience meets the bid requirements, that past projects have been completed within budget and on schedule, that past projects have been managed professionally and construction quality and field supervision are professional and of best industry practice. Owner will evaluate experience and conduct reference checks as part of the bid evaluation process. Owner shall have sole opinion as to whether Bidder's requisite experience is deemed acceptable.

1.4.3 To be considered for award of this solicitation, the Bidder must demonstrate that it meets the qualifications and has the experience, capacity, and resources to successfully execute this Project. Any Bidder that fails to meet all the following requirements may be deemed "NON-RESPONSIVE". As part of their bid proposal, Bidders must submit documentation that demonstrates compliance with the following criteria:

A. Bidders must be licensed to do business in the State of Florida. Please submit Sunbiz report with your company registered as active.

B. Bidders submitting proposals as joint ventures shall submit a fully executed copy of their joint venture agreement. The joint venture must also comply and submit evidence of being licensed to do business in the State of Florida in order to be considered for this project.

C. Bidders must be licensed in the State of Florida at the time of Bid submittal as a State of Florida Certified General Contractor (CG License). Submit documentation of licensure with bid.

D. The Bidder must provide documentation of projects successfully completed as a licensed

General Contractor in the State of Florida (with a scope similar to the scope of this project) for a minimum of three (3) projects at water or wastewater treatment plants within the last ten (10) years. Submit "ATTACHMENT C REFERENCE FORM"

1.5 CONTRACT TERM

1.5.1 The term of this Agreement shall be for the duration of the project, City acceptance, and payment of the project.

1.5.2 The Contract Time allotted for this project shall be consistent with the duration specified in the Contract in Article 3.2 and Technical Specifications.

1.5.3 The form and legal sufficiency of the Contract shall be subject to the approval of the City Attorney.

1.6 SUPPLY/DELIVERY LOCATION

All work proposed under this contract including but not limited to membrane replacement and associated train improvements will be performed at the City of Cooper City Wastewater Treatment Plant located at 11791 SW 49th Street, Cooper City, FL

1.7 PRICE

Bidder/Proposer warrants, by virtue of bidding, that the bid and prices quoted in the solicitation will be firm for acceptance by the City for a period of one-hundred and twenty (120) days from the bid due date unless otherwise stated herein. Bidder acknowledges that, in certain circumstances, the City may require this amount of time to evaluate and award a bid.

1.8 PRICE ADJUSTMENTS

NOT PERMITTED AND PURPOSELY OMMITTED FOR THIS SOLICITATION

1.9 METHOD OF AWARD

1.9.1 The contract will be awarded to the *lowest* responsive, responsible Bidder whose Bid, conforming to the Solicitation, is most advantageous to the City. The *lowest* responsive, responsible Bidder(s) will be determined in conjunction with the methods described below. Tie Bids will be decided as described in the General Conditions.

1.9.2 Bidder must bid on all items listed on Bid Form to qualify for award of the contract.

1.9.3 The City reserves the right to reject all bids or any portion of any bid the City deems necessary for the best interest of the City, to accept any item or group of items unless qualified by the Bidder, to acquire additional quantities at prices quoted on the Bid Form unless

additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and the City Code.

1.9.4 Bid prices should be submitted with the understanding that the City is not authorized to pay service charges, which may be imposed due to the late payment of an invoice, which has become delinquent.

1.9.5 The City shall award a contract to a Bidder through action taken by the City Commission of the City of Cooper City (the "City Commission") at a duly authorized meeting.

1.9.6 The General Terms and Conditions, the Special Conditions, the Technical Specifications, the project drawings, the Bidder's Proposal, the Contract referenced and the Work Authorizations are collectively an integral part of the contract between the City and the successful Bidder.

1.9.7 While the City Commission may determine to award a contract to a Bidder(s) under this Solicitation, said award may be conditional on the subsequent submission of other documents as specified in the Bid Form of this solicitation. The Bidder shall be in default of the contractual obligations if any of these documents are not submitted in a timely manner and in the form(s) required by the City. If the Bidder is in default, the City, through the Purchasing Division, will void its acceptance of the Bidder's offer and may determine to accept the offer from the second most responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

1.9.8 The City reserves the right to automatically extend the contract for a maximum period not to exceed one-hundred and eighty (180) calendar days, in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded. If this right is exercised, the City shall notify the Bidder, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. By affixing its authorized signature to this Bid Form, the Bidder hereby acknowledges and agrees to this right of the City. **[THIS SUB-SECTION NOT APPLICABLE TO THIS CONTRACT]**

1.10 INVOICES/PAYMENT

Invoices documenting completed work shall be submitted at the completion of each request for work and must contain detailed information including the location and amount of work performed. Contractor shall submit an exact listing of completed work with submission of invoice for payment.

Cooper City will withhold retainage in accordance with Florida Statute 255.075 for contracts with construction services. Retainage is calculated on the total contract cost which includes any change orders pre-approved by the City.

Every effort will be made by the City to remit payment within 25 business days of the invoice date, after satisfactory inspection by the using department. BIDDERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY. ALL CHECKS WILL BE MAILED TO THE CONTRACTOR'S REMIT TO ADDRESS ON FILE.

Invoices shall be emailed MONTHLY to AccountsPayable@CooperCity.gov, or sent via US Mail to City of Cooper City, 9090 SW 50th Place, Cooper City, FL 33328. All invoices must reference the applicable Work Authorization and/or Bid number.

All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapters 218, Florida Statutes.

1.11 INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact the Purchasing Division via email Purchasing@CooperCityFL.org. Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted by written addendum.

All questions must be submitted in writing. Questions of a material nature must be received prior to the cut-off date specified in the Bid Schedule. No part of your bid can be submitted via fax or e-mail.

1.12 WRITTEN CONTRACT

The awarded Bidder/Proposer shall be required to enter into a written Contract with the City, The Contract form shall be prepared by the City and shall incorporate the terms of this solicitation, the accepted Bid, and include a termination for convenience clause, liquidated damages clause and other terms which may be required by the City and acceptable by the City Commissioners. The Contract shall be substantially in the form attached to this solicitation. No work shall be performed or payment due unless a written Contract is fully executed and approved by the City Commissioners.

1.13 DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in Article 1 of the Contract the have the meanings assigned to them in the General Conditions. The term "Successful Bidder"

means the lowest, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

1.14 BID/PROPOSAL BOND

Bids/Proposals **MUST** be accompanied by a Bid/Proposal security made payable to the City in an amount equal to five percent (5%) of the Bidder's or Proposer's maximum Bid/Proposal price and in the form of a certified check, bank money order, or a Bid/Proposal Bond (Attached) issued by an authorized surety.

The Bid/Proposal security of the Awarded Contractor will be retained until such Proposer has executed the Contract Documents, furnished the required contract security (Public Construction Bond) and met the other conditions of the Notice of Award, whereupon the Bid/Proposal Security will be returned. If the Awarded Contractor fails to execute and deliver the Contract Documents and furnish the required security within ten (10) days of the issuance of the Notice of Award, the City may consider Proposer to be in default, annul the Notice of Award, and the Bid/Proposal security of that Proposer shall be forfeited. Such forfeiture shall be City's exclusive remedy if Proposer defaults. The Bid/Proposal security of Proposers whom the Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective date of the Agreement or 61 days after the Bid/Proposal opening, whereupon the Bid/Proposal security furnished by such Proposers will be returned.

The Bid/Proposal security of Proposers whom the City believes do not have a reasonable chance of receiving the award will be returned within 21 days after the award.

THIS BID MUST BE ACCOMPANIED BY A BID BOND MADE PAYABLE TO THE CITY OF COOPER CITY, IN THE AMOUNT EQUAL TO FIVE PERCENT (5%) OF THE BID PRICE.

[END OF SECTION]

SECTION II – SOLICITATION SCHEDULE

Item	Date
Release Bid	Friday, October 13, 2023
A MANDATORY pre-bid meeting (2:00PM EST and located at the George A. Haughney Water Treatment Plant located at 11791 SW 49th Street, Cooper City, FL.)	Friday, October 25, 2023
Last Date for Receipt of Questions of a Material Nature	Monday, November 6, 2023
BIDS DUE (Prior to 3:00PM EST)	Monday, November 13, 2023
Recommendation of Award issued to City Commission	TBD
Anticipated Award of Contract by City Commission	TBD

[END OF SECTION]

SECTION III – GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Cooper City Finance Department – Purchasing Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Special Conditions, Technical Specifications, Instructions, Bid Pages, Addenda, and Legal Advertisement.

ARTICLE 1. CONTRACT DOCUMENTS

1.1. The Contract Documents shall be followed in strict accordance as to Work, performance, material(s), and dimensions, except when Consultant may authorize, in writing, an exception.

1.2. Dimensions given in figures shall predominate over scaled measurements from the Drawings; however, any discrepancies regarding figures shall be resolved by Consultant. Contractor shall not proceed when in doubt as to any dimension or measurement, but shall seek clarification from Consultant.

ARTICLE 2. INTENTION OF CITY

City intends to describe in this Contract a functionally complete Project (or part thereof) to be constructed in accordance with this Contract and in accordance with all codes and regulations governing construction of the Project. The Work is a description of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, as well as all labor, materials, equipment, and tasks, that are such an inseparable part of the Work described that exclusion of them from the Work would render performance by Contractor impractical, illogical, or unconscionable, and shall be supplied by Contractor whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with that meaning, unless specified otherwise herein. 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, laws, or regulations in effect at the time of opening of bids for the Project. Contractor shall comply with such specifications, manuals, codes, laws, or regulations. City will have no duties other than those duties and obligations expressly set forth within this Contract.

ARTICLE 3. PRELIMINARY MATTERS

3.1. At least five (5) days prior to the pre-construction meeting described in Section 3.2, Contractor shall submit to Consultant for Consultant's review and acceptance:

3.1.1. A preliminary progress schedule.

3.1.2. A preliminary schedule of Shop Drawing submissions; and

3.1.3. In a lump sum contract or in a contract that includes lump sum bid items of Work, a preliminary schedule of values for all of the Work that includes quantities and prices of items aggregating the Contract Price, in as much detail as may be requested by City in writing, and that subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during construction.

In addition, after award but prior to the submission of the progress schedule, Consultant, Contract Administrator, and Contractor shall meet with all utility owners and secure from them a schedule of utility relocation; provided, however, that neither Consultant nor City of Cooper City shall be responsible for the nonperformance by the utility owners.

3.2. At a time specified by Consultant, but before Contractor starts the Work at the Project site, a conference attended by Contractor, Consultant, and others as deemed appropriate by Contract Administrator, will be held to discuss the schedules referred to in Section 3.1; to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment; and to establish a working understanding among the Parties as to the Work.

3.3. Within thirty-five (35) days after the Project Initiation Date set forth in the applicable Notice to Proceed, a conference attended by Contractor, Consultant, and others, as appropriate, will be held to finalize the schedules submitted in accordance with Section 3.1. Within forty-five (45) days after the Project Initiation Date set forth in the applicable Notice to Proceed, Contractor shall revise the original schedule submittal to address all review comments from the progress schedule review conference and resubmit a revised progress schedule to Consultant for review. Consultant's acceptance of the finalized progress schedule shall only be with respect to the orderly progression of the Work to completion within the Contract Time, but such acceptance shall not constitute acceptance by City of Cooper City or Consultant of the means or methods of construction or of the sequencing or scheduling of the Work. Such acceptance will neither impose on Consultant or City of Cooper City responsibility for the progress or scheduling of the Work, nor relieve Contractor from full responsibility therefor. The finalized schedule of Shop Drawing submissions must be acceptable to Consultant as providing a workable arrangement for processing such submissions. The finalized schedule of values must be acceptable to Consultant as to form and substance.

ARTICLE 4. PERFORMANCE BOND AND PAYMENT BOND

4.1. Within ten (10) days after being notified of the award, Contractor shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond (Form 1) and Payment Bond (Form 2). The payment bond shall be in the amount of one hundred percent (100%) of the Contract Price and performance bond shall be in the amount of one hundred and ten percent (110%) of the Contract Price guaranteeing to City of Cooper City the completion and performance of the Work covered in such Contract as well as full payment of all suppliers, laborers, and Subcontractors employed pursuant to this Project. Each Bond shall be with a surety company that is qualified pursuant to Article 5.

4.2. Each Bond shall continue in effect for one (1) year after Final Completion and acceptance of the Work with liability equal to one hundred ten percent (110%) of the Contract Price, or an additional bond provided to ensure that Contractor will, upon notification by City, correct any defective or faulty Work or materials that appear within one (1) year after Final Completion of this Contract.

4.3. Pursuant to the requirements of Section 255.05, Florida Statutes, Contractor shall ensure that the bond(s) referenced above shall be recorded in the Official Records of Broward County and provide City of Cooper City with evidence of such recording.

4.4. In lieu of a Performance Bond and a Payment Bond, Contractor may furnish alternate forms of security in the form of cash, money order, certified check, cashier's check, or unconditional letter of credit. Such alternate forms of security shall be subject to the approval of City of Cooper City and for same purpose, and shall be subject to the same conditions as those applicable above, and shall be held by City of Cooper City for one (1) year after completion and acceptance of the Work.

ARTICLE 5. QUALIFICATION OF SURETY

5.1. For all Bid Bonds, Performance Bonds, and Payment Bonds over $200,000.00:

5.1.1. Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as 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 the past five (5) years.

5.1.2. The surety company shall hold a current Certificate of Authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify as a proper surety herein, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised (31 C.F.R. §§ 223.10, 223.11). Further, the surety company shall provide City of Cooper City with evidence

satisfactory to City of Cooper City that such excess risk has been protected in an acceptable manner.

5.1.3. A surety company that is rejected by City of Cooper City may be substituted by the Bidder or proposer with a surety company acceptable to City, but only if the bid amount does not increase.

5.1.4. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications according to the latest edition of Best's Insurance Guide, published by AM Best Company, Oldwick, New Jersey:

Amount of Bond	Minimum Policy Holder's Ratings Strength/Financial Size
$500,001 to $2,500,000	
	A / VI
$2,500,001 to $5,000,000	**A / VII**
$5,000,001 to $10,000,000	**A / VIII**
Over $10,000,000	**A / IX**

5.2. For projects that do not exceed $200,000.00, City of Cooper City may accept a Bid Bond, Performance Bond, or Payment Bond from a surety company that has twice the minimum surplus and capital required by the Florida Office of Insurance Regulation at the time the solicitation is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid Certificate of Authority issued by the United States Department of the Treasury under Sections 9304 to 9308 of Title 31 of the United States Code. The Certificate and Affidavit (Form 4) so certifying should be submitted with the Bid Bond, Performance Bond, or Payment Bond.

5.3. More stringent requirements of any grantor agency may be set forth within the Supplemental Conditions. If there are no more stringent requirements, the provisions of this article shall apply.

ARTICLE 6. INDEMNIFICATION

Contractor shall indemnify and hold harmless City of Cooper City and its current, past, and future officers and employees (collectively, "Indemnified Party"), from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees (collectively, a "Claim"), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or persons employed or utilized by Contractor in the performance of this Contract, including but not limited to Contractor's Subcontractors, sub-subcontractors, materialmen, or agents of any tier, or any of their respective employees. To the extent considered necessary by Contract Administrator and City of Cooper City Attorney, any sums due Contractor under this Contract may be retained by City of Cooper City until all of City's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any

amount withheld shall not be subject to payment of interest by City. These indemnifications shall survive the term of this Contract.

ARTICLE 7. INSURANCE REQUIREMENTS

7.1. The specific insurance coverage requirements for this project are identified in the Minimum Insurance Requirements Attachment J , which is a part of the Contract Documents. For purposes of this article, the term “City” shall include City of Cooper City and its members, officials, officers, and employees.

7.2. For the duration of the Contract, Contractor shall, at its sole expense, maintain at least the minimum limits of insurance coverage designated in the Contract Documents (inclusive of any amount provided by an umbrella or excess policy) in accordance with the terms and conditions stated in this article. The required insurance coverage shall be primary and non-contributory, and 'per occurrence' based. If Contractor maintains broader coverage or higher limits than the insurance requirements stated in Attachment J, City of Cooper City shall be entitled to all such broader coverages and higher limits. City of Cooper City reserves the right at any time to review and adjust the limits and types of coverage required under this article. Contractor shall add City of Cooper City as an additional insured on all required insurance coverage.

7.3. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors in connection with the Contract. All required insurance under this article shall provide primary coverage, list City of Cooper City as an additional insured, and shall not require contribution from any City of Cooper City insurance, self-insurance or otherwise. All insurance held by City, as well as City’s self-insurance, shall be in excess of and shall not contribute to the insurance provided by Contractor. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor’s insurers may acquire against City, and agrees to obtain same in an endorsement on all lines of insurance required of Contractor under this article including any excess or umbrella policies.

7.4. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by City’s Risk Management Division in writing.

7.5. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Attachment J , and shall submit same to City, at least fifteen (15) days prior to the effective date of the Contract or commencement of the Work for City’s written approval of such retentions or deductibles. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against City. City of Cooper

City may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Contractor agrees that any deductible or self-insured retention may be satisfied by either the named insured or City, if so elected by City, and Contractor agrees to obtain same in endorsements to the required policies.

7.6. To the extent insurance requirements are designated in the Minimum Insurance Requirements, the applicable policies shall comply with the following:

7.6.1. Commercial General Liability Insurance. Policy shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), with the exception of endorsements specifically required by ISO or the State of Florida, and liability arising out of: Mold, fungus, or bacteria; Terrorism; Silica, asbestos or lead; Sexual molestation; and Architects and engineers professional liability, unless coverage for professional liability is specifically required by this Contract. City of Cooper City and Consultant shall be included on the policy (and any excess or umbrella policy) as "Additional Insureds" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor).

7.6.2. Contractor shall maintain products or completed work coverage for a minimum of three (3) years from the date of the final completion of the Work, unless otherwise stated in the Insurance Requirements Exhibit. In that case, the term specified in the Insurance Requirements shall govern the duration of the coverage required by this paragraph.

7.6.3. Business Automobile Liability Insurance. Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of Work under this Contract. City of Cooper City and Consultant shall be included on the policy (and any excess or umbrella policy) as "Additional Insureds."

7.6.4. Workers' Compensation/Employer's Liability Insurance. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), with the exception of endorsements required by NCCI or the State of Florida. The policy must be endorsed to waive the insurer's right to subrogate against City of Cooper City in the manner which would result from the attachment of the NCCI form "Waiver of our Right to Recover from Others Endorsement" (Advisory Form WC 00 03 13) with City of Cooper City scheduled thereon. Where appropriate, coverage shall be included to the extent required by Applicable Law, including, but not limited to, the

Federal Employer's Liability Act, the Jones Act, and the Longshoreman and Harbor Workers' Compensation Act.

If Contractor provides all or a portion of the Workers' Compensation/Employer's Liability insurance required herein via a professional employer organization ("PEO") or employee leasing company, any such Workers' Compensation/Employer's Liability insurance provided will only be deemed acceptable solely for the purposes of insuring Contractor's enrolled employees. In addition, and notwithstanding the foregoing, in order to adequately protect City of Cooper City against injuries to uninsured employees of Subcontractors and non-enrolled employees of Contractor, Contractor must still procure, maintain, and furnish City of Cooper City with evidence of a stand-alone separate Workers' Compensation/Employer's Liability insurance policy issued with Contractor as an additional insured, and complying with all requirements for Contractor provided Workers' Compensation contained in the Contract Documents. It is permissible for Contractor to exclude payroll of leased employees from such separate Workers' Compensation/Employer's Liability insurance policy.

7.6.5. Professional Liability Insurance. Such insurance shall cover Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in this Contract.

7.6.6. Cyber Liability, or Technology Errors and Omissions Insurance. Coverage is required for any system connected to, and, or accessible from the internet. Coverage may be included as part of the required Professional Liability Insurance. Such policy shall cover, at a minimum, the following: Data Loss and System Damage Liability; Security Liability; Privacy Liability; Privacy/Security Breach Response coverage, including Notification Expenses.

7.6.7. Environmental Pollution Liability. Such insurance shall include clean-up costs and provide coverage to Contractor for liability resulting from pollution or other environmental impairment arising out of, or in connection with, Work performed under this Contract, or which arises out of, or in connection with this Contract, including coverage for clean-up of pollution conditions and third-party bodily injury and property damage arising from pollution conditions. Such insurance shall also include Transportation Coverage and Non-Owned Disposal Sites coverage. Should policy provide coverage on a claims-made basis, the coverage shall be in force and effect to respond to all claims reported within at least three years following the period for which coverage is required, unless a longer period is indicated in the Minimum Insurance Requirements, and which claims would have been covered had the coverage been provided on an occurrence basis.

7.6.8. Property Insurance, Builder's Risk, or Installation Floater. Such insurance shall be in force and evidenced to City of Cooper City as a condition precedent to the Notice to Proceed for construction. Coverage shall be "All Risks," Completed Value form with a

deductible not to exceed Ten Thousand Dollars ($10,000) for each claim for all perils except wind and flood. For the perils of wind and flood, Contractor shall maintain a deductible that is commercially feasible but which does not exceed five percent (5%) of the "values at risk at the time of loss" unless otherwise approved by City of Cooper City.

Sub-limits: With respect to coverage for the peril of wind, the policy shall not be subject to any sublimit less than Fifty Million Dollars ($50,000,000) per occurrence. With respect to the peril of Flood, the policy shall not be subject to any sublimit less than Ten Million Dollars ($10,000,000) per occurrence. Any sublimit for wind or flood lower than those identified in the foregoing must be approved by City.

Waiver of Occupancy Clause or Warranty-Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance of the building(s), addition(s) or structure(s) by City of Cooper City.

City of Cooper City reserves the right to purchase or provide property insurance covering the materials, equipment and supplies that are intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site (this coverage will be specifically to cover property under construction or similar coverage), in transit, and while temporarily located away from the Project site for the purpose of repair, adjustment or storage at the risk of one (1) of the insured parties. This coverage will not cover any of Contractor's or Subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the contractors. If City of Cooper City elects to purchase property insurance or provide for coverage under its existing insurance for this Project, then in that case, the insurance required to be carried by Contractor may be modified to account for the insurance being provided by City of Cooper City, at City of Cooper City's discretion. Such modification may also include execution of Waiver of Subrogation documentation. If a claim with respect to this Project is made upon City's insurance policy, Contractor shall be responsible for up to the first Fifty Thousand Dollars ($50,000) of the deductible amount for such claim.

7.7. On or before the effective date of the Contract, or at least fifteen (15) days prior to commencement of the Work, as requested by City of Cooper City, Contractor shall provide City of Cooper City with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article.

7.8. Contractor shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage for the duration of this Contract and until all performance required by Contractor has been completed, as determined by Contract Administrator. Contractor shall provide notice to City of Cooper City of any cancellation or

modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide City of Cooper City with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

7.9. If and to the extent requested by City of Cooper City, Contractor shall provide to City of Cooper City complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after City's request.

7.10. Contractor shall ensure that "City of Cooper City, 9090 SW 50th Place, Cooper City, Florida 33328" and Consultant are listed as additional insureds on all policies required under this article. City of Cooper City shall be listed as Certificate Holder.

7.11. Contractor shall require each Subcontractor to maintain insurance coverage that adequately covers the Work provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such Subcontractors comply with these requirements and that "City of Cooper City" and Consultant are named as additional insureds under the Subcontractors' applicable insurance policies. If Contractor or any Subcontractor fails to maintain the insurance required by the Contract Documents, City of Cooper City may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. Contractor shall not permit any Subcontractor to provide services under the Contract unless and until the requirements of this section are satisfied. If requested by City of Cooper City, Contractor shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this article.

ARTICLE 8. LABOR AND MATERIALS

8.1. Unless otherwise provided herein, Contractor shall provide and pay for all Materials, labor, water, tools, equipment, light, power, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

8.2. Contractor shall at all times enforce strict discipline and good order among its employees and Subcontractors at the Project site, and shall not employ on the Project any unfit person or anyone not skilled in the Work to which they are assigned.

ARTICLE 9. ROYALTIES AND PATENTS

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in this Contract for said Work.

ARTICLE 10. WEATHER

Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to Article 40. Time extensions are justified only when rain, other inclement weather conditions, or related adverse soil conditions result in Contractor being unable to work at least fifty percent (50%) of the normal workday on controlling items of Work identified on the accepted schedule or updates to that schedule.

ARTICLE 11. PERMITS, LICENSES, AND IMPACT FEES

11.1. Except as otherwise provided within the Special Instructions for Vendors, Contractor shall secure and pay for all necessary permits and licenses required for the Work pursuant to by Applicable Law. Contractor shall be reimbursed for only the actual amount of the permit fees levied by the permitting authority and paid by the Contractor as evidenced by an invoice or other acceptable documentation issued by the permitting authority. Reimbursement to Contractor shall be on a pass-through basis and shall not include profit or overhead of Contractor. Contractor shall have and maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and valid for the jurisdiction in which the Work is to be performed, for all persons working on the Project for whom a Certificate of Competency is required.

11.2. City of Cooper City shall directly pay for all impact fees levied by any municipal governmental entity with jurisdiction.

ARTICLE 12. RESOLUTION OF DISPUTES

12.1. Any actual or prospective bidder, proposer, offeror, or contractor who is aggrieved in connection with this solicitation or the award of the resulting contract may protest to the City's Procurement Division. Protests shall be submitted in writing to the Purchasing Division no later than five (5) business days after such aggrieved person knows or should have known of the facts giving rise thereto. The decision of the Purchasing Agent shall be final unless within three (3) business days from the receipt of the decision, the protestant files a written appeal with the City Manager. The Purchasing Division shall act as the City's representative, in the issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence relating to the bidding process. All costs accruing from a Bid/Proposal or award challenge shall be assumed by the challenger. The decision of the City Manager shall be final and conclusive. The City Manager's decision shall be binding on all parties concerned, subject to review only on the grounds that it constitutes arbitrary action, in a court of competent jurisdiction in Broward County in accordance with laws of the State of Florida.

12.2. To prevent all disputes and litigation, the Parties agree that Consultant shall decide all questions, claims, difficulties, and disputes of whatever nature that may arise relative to the technical interpretation of the Contract Documents or fulfillment of the Contract as to the

character, quality, amount, and value of any Work done or materials furnished, or proposed to be done or furnished, under or by reason of the Contract Documents, and Consultant's decisions of all claims, questions, difficulties, and disputes shall be final and binding to the extent provided in Section 12.2. Any claim, question, difficulty, or dispute that cannot be resolved by agreement of the Contract Administrator and Contractor shall be submitted to Consultant in writing within five (5) days after the date of impasse. Unless a different period of time is set forth in this Contract, Consultant shall notify the Contract Administrator and Contractor in writing of Consultant's decision within fourteen (14) days after the date of the receipt of the claim, question, difficulty, or dispute, unless Consultant requires additional time to gather information or allow the Parties to provide additional information. Except for disputes directly related to the promptness of payment as set forth in Section 5.1 of the Contract, all nontechnical administrative disputes shall be determined by the Contract Administrator pursuant to the time periods provided herein. During the pendency of any dispute and after a determination thereof, Contractor, Consultant, and Contract Administrator shall act in good faith to mitigate any potential damages, including utilization of construction schedule changes and alternative means of construction.

12.3. If the determination of a dispute under this article is unacceptable to either party, the party objecting to the determination must notify the other party in writing within ten (10) days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Time or Contract Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) days after Final Completion of the Work, the Parties shall participate in mediation to address all objections to any determinations and to attempt to prevent litigation. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under State law. **A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR CONTRACT TIME AND CONTRACT PRICE ADJUSTMENTS PROVIDED IN THE CONTRACT, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS ARTICLE.**

ARTICLE 13. INSPECTION OF WORK

13.1. Consultant and City of Cooper City shall at all times have access to the Work, and Contractor shall provide proper facilities for such access and for inspecting, measuring, and testing.

13.1.1. Should the Contract Documents, Consultant's instructions, or Applicable Law require any of the Work to be specially tested or approved, Contractor shall give Consultant timely notice of readiness of the Work for testing. If the testing or approval is to be made by an authority other than City, timely notice shall be given of the date fixed for such testing. Testing shall be performed promptly, and, where practicable, at the

source of supply. If any of the Work is covered up without approval or consent of Consultant, it must, if required by Consultant, be uncovered for examination and properly restored at Contractor's expense.

13.1.2. Reexamination of any of the Work may be ordered by Consultant with prior written approval by the Contract Administrator, and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with this Contract, City of Cooper City shall pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with this Contract, Contractor shall pay such cost.

13.2. Inspectors shall have no authority to permit deviations from, or to relax or waive, any of the provisions of the Contract Documents, or to delay the Project by failure to inspect the materials and Work with reasonable promptness, without the written permission or instruction of Consultant.

13.3. The payment of any compensation, the giving of any gratuity, or the granting of any favor, of any character or form, by Contractor to any inspector, directly or indirectly, is strictly prohibited, and any such act on the part of Contractor will constitute a breach of this Contract.

ARTICLE 14. SUPERINTENDENCE AND SUPERVISION

14.1. City's instructions are to be given through Consultant, which instructions Contractor must strictly and promptly follow in every case. Contractor shall keep on the Project a full-time, competent, English-speaking superintendent and any necessary assistants, all of whom must be satisfactory to Consultant. The superintendent shall not be changed except with the written consent of Consultant, unless the superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ. The superintendent shall represent Contractor; all instructions given to the superintendent shall be as binding as if given to Contractor, and will be confirmed in writing by Consultant upon the written request of Contractor. Contractor shall provide efficient supervision of the Work, using its best skill and attention.

14.2. On a daily basis, Contractor's superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected progress of the Work; time of commencement of Work for the day; the Work being performed; materials, labor, personnel, equipment and Subcontractors at the Project site; visitors to the Project site, including representatives of City, Consultant, or regulatory representatives; any event that caused or contributed a delay to the critical path of the Project; any special or unusual conditions or occurrences encountered; and the time of termination of Work for the day. All information shall be recorded in the daily log in ink, unless otherwise approved by Consultant. The daily log shall be kept on or accessible from the Project site and shall be available at all times for inspection and copying by City of Cooper City and Consultant.

14.3. The Contract Administrator, Contractor, and Consultant shall meet at least every two (2) weeks (or as otherwise determined by the Contract Administrator) during the course of the Work to review and agree upon the Work performed to date and to establish the controlling items of Work for the next two (2) weeks. Consultant shall publish, keep, and distribute minutes and any comments thereto of each such meeting.

14.4. If Contractor, in the course of performing the Work, finds any discrepancy between this Contract and the physical conditions of the locality, or any errors, omissions, or discrepancies in this Contract, it shall be Contractor's duty to immediately inform Consultant, in writing, and Consultant will promptly review same. Any Work done after such discovery, until authorized, will be done at Contractor's sole risk, without entitlement to reimbursement or compensation.

14.5. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with this Contract. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

ARTICLE 15. CITY'S RIGHT TO TERMINATE CONTRACT

15.1. The Contract Administrator may give notice in writing to Contractor and its Surety of delay, neglect, or default, specifying the same with a notice to cure, upon the occurrence of any of the following:

15.1.1. Contractor fails to begin the Work within fifteen (15) days after the Project Initiation Date;

15.1.2. Contractor fails to perform the Work with sufficient workers, equipment, or materials to ensure the prompt completion of the Work;

15.1.3. Contractor performs the Work unsuitably or causes it to be rejected as defective and unsuitable;

15.1.4. Contractor discontinues performance of the Work in contravention of the accepted schedule;

15.1.5. Contractor fails to perform any material term set forth in this Contract;

15.1.6. Contractor becomes insolvent or declared bankrupt, commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors; or

15.1.7. From any other cause whatsoever, Contractor fails to carry on the Work in an acceptable manner.

15.2. If Contractor, within a period of ten (10) days after such notice, does not proceed to cure in accordance therewith, then City's awarding authority for this Contract may, upon

written certification from Consultant of the fact of such delay, neglect, or default and Contractor's failure to comply with such notice, terminate the services of Contractor, exclude Contractor from the Project site and take the performance of the Work out of the hands of Contractor, and appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable. In such case, Contractor shall not be entitled to receive any further payment until the Project is completed. In addition, City of Cooper City may enter into an agreement for the completion of the Project according to the terms and provisions of this Contract, use such other methods as in the Contract Administrator's sole opinion shall be required for the completion of the Project according to the terms and provisions of this Contract, or use such other methods as in the Contract Administrator's sole opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs, and charges incurred by City, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. If the damages and expenses so incurred by City of Cooper City shall exceed the unpaid balance, Contractor shall be liable and shall pay to City of Cooper City the amount of said excess.

15.3. If City of Cooper City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and the rights and obligations of City of Cooper City and Contractor shall be the same as if the termination had been exercised pursuant to the Termination for Convenience clause as set forth in Section 15.4 below.

15.4. This Contract may be terminated for convenience, for any reason or no reason, in writing by the Board with at least ten (10) days' advance written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. Unless otherwise stated in this Contract, if this Contract was approved by Board action, termination for cause by City of Cooper City must be by action of the Board or the City Manager; in any other instance, termination for cause may be by the City Manager, the City of Cooper City representative expressly authorized under this Contract, or the City of Cooper City representative (including any successor) who executed the Contract on behalf of City. If this Contract is terminated by City of Cooper City pursuant to this section, Contractor shall be paid for all Work properly executed and actual expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments that had become firm prior to the termination. Payment shall include reasonable profit for Work and services performed as limited by Article 39 hereof. All actual expenses incurred shall have sufficient back-up documentation to verify that such expenses were actually incurred by Contractor. No payment shall be made for profit for Work and services that Contractor has not performed. Contractor acknowledges that it has received good, valuable, and sufficient consideration for City's right to terminate this Contract for convenience including in the form of City's obligation to provide advance notice to Contractor of such termination in accordance with this Section 15.4.

15.5. Upon receipt of a notice of termination pursuant to Sections 15.2, 15.4, or 15.6, Contractor shall promptly discontinue all affected Work unless the notice of termination directs otherwise, and shall deliver or otherwise make available to City of Cooper City all data,

drawings, specifications, reports, estimates, summaries, and such other information as may have been required by this Contract whether completed or in process.

15.6. This Contract may be terminated by the City:

15.6.1. If Contractor is a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes, if Contractor is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or if Contractor is otherwise ineligible to transact business with City of Cooper City under Applicable Law or provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

ARTICLE 16. SUSPENSION OF WORK

Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with City of Cooper City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City of Cooper City may otherwise agree in writing. Suspension of Work by Contractor during any dispute or disagreement with City of Cooper City shall entitle City of Cooper City to terminate this Contract for cause.

ARTICLE 17. PROJECT RECORDS AND RIGHT TO AUDIT

17.1. Audit Rights and Retention of Records. Contractor and all Subcontractors shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Contract or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and Contractor expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with City. Contract Records shall, upon reasonable notice, be open to City of Cooper City inspection and subject to audit and reproduction during normal business hours. City of Cooper City audits and inspections pursuant to this article may be performed by any City of Cooper City representative (including any outside representative engaged by City). City of Cooper City may conduct audits or inspections at any time during the term of this Contract and for a period of three years after the expiration or termination of this Contract (or longer if required by Applicable Law). City of Cooper City may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Contractor's employees, Subcontractors, vendors, or other labor.

City of Cooper City shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County. City of Cooper City reserves the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by City of Cooper City, with seventy-two (72) hours' advance notice. Contractor agrees to provide adequate and appropriate workspace for such review. Contractor shall provide City of Cooper City with reasonable access to Contractor's facilities, and City of Cooper City shall be allowed to interview all current or former employees to discuss matters pertinent

to the performance of this Contract. Contractor shall make all Contract Records available electronically in common file formats or via remote access if, and to the extent, requested by City of Cooper City.

17.2. Contract Records include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under this Contract. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Contract, whether by Contractor or Subcontractors, or otherwise necessary to adequately permit evaluation and verification of any or all of the following:

a) Compliance with Contract
b) Compliance with the City Code
c) Compliance with Contract provisions regarding the pricing of Change Orders
d) Accuracy of Contractor representations regarding the pricing of invoices
e) Accuracy of Contractor representations related to claims submitted by Contractor including Subcontractors, or any of its other payees.

In addition to the normal documentation Contractor typically furnishes to City of Cooper City, in order to facilitate efficient use of City of Cooper City resources when reviewing or auditing Contractor's billings and related reimbursable cost records, Contractor agrees to furnish (upon request) the following types of information in the specified computer readable file format(s):

Type of Record	File format
Monthly Job Cost Detail	.pdf and Excel
Detailed Job Cost History to Date	.pdf and Excel
Monthly Labor Distribution detail (if not already separately detailed in the Job Cost Detail)	.pdf and Excel
Total Job to Date Labor Distribution detail (if not already included in the detailed Job Cost History to date)	.pdf and Excel
Employee Timesheets documenting time worked by all individuals who charge reimbursable time to the project	.pdf
Daily Foreman Reports listing names and hours and tasks of personnel who worked on the project	.pdf
Daily Superintendent Reports	.pdf
Detailed Subcontract Status Reports (showing original subcontract value, approved subcontract change orders, subcontractor invoices, payment to Subcontractors, etc.	.pdf and Excel

Type of Record	File format
Copies of Executed Subcontracts with all Subcontractors	.pdf
Copies of all executed Change Orders issued to Subcontractors	.pdf
Copies of all documentation supporting reimbursable job costs (Subcontractor payment applications, vendor invoices, internal cost charges, etc.)	.pdf

17.3. Contractor shall, by written contract, require all Subcontractors to agree to the requirements and obligations of this article.

17.4. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment reliant upon such entry.

17.5. If an audit inspection or examination in accordance with this article reveals overpricing or overcharges to City of Cooper City of any nature by Contractor or its Subcontractors in excess of five percent (5%) of the total contract billings reviewed by City of Cooper City, in addition to making adjustments for the overcharges, Contractor shall pay the reasonable cost of City's audit. Any adjustments or payments due as a result of any such audit or inspection shall be made within thirty (30) days after presentation of City's findings to Contractor.

ARTICLE 18. RIGHTS OF VARIOUS INTERESTS

Whenever work being done by City's forces or by other contractors is contiguous to or within the limits of Work covered by this Contract, the respective rights of the various interests involved shall be established by the Contract Administrator to secure the completion of the various portions of the Work in general harmony.

ARTICLE 19. EXPLOSIVES

When the use of explosives is necessary in performance of the Work, Contractor shall exercise the utmost care in the handling and usage of such explosives for the protection of life and property. All explosives shall be stored in a safe manner in storage clearly marked "Dangerous-Explosives," and shall be placed in the care of competent watchmen. When the use of explosives becomes necessary, Contractor shall furnish to City of Cooper City proof of insurance coverage, adequately providing public liability and property damage insurance as a rider attached to its regular policies, unless otherwise included in the policies themselves.

ARTICLE 20. DIFFERING SITE CONDITIONS

If during the course of the Work Contractor encounters (1) subsurface or concealed conditions at the Project site that differ materially from those shown in the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract; or (2) unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract, then Contractor, without disturbing

the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify Contract Administrator and Consultant in writing of the existence of the aforesaid conditions. Consultant and Contract Administrator shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Contract Administrator, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Contract Administrator may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Contract Administrator and Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to Consultant for determination in accordance with the provisions of Article 12. No request by Contractor for an equitable adjustment to this Contract under this provision shall be allowed unless Contractor has given written notice to Contract Administrator in strict accordance with the provisions of this article. **No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by Contract Administrator as the date of Substantial Completion.**

ARTICLE 21. PLANS AND WORKING DRAWINGS

City of Cooper City, through Consultant, shall have the right to modify the details of the plans and specifications and to supplement the plans and specifications with additional plans, drawings, or additional information as the Work proceeds, all of which shall be considered as part of this Contract. In case of disagreement between the written and graphic portions of this Contract, the written portion shall govern.

ARTICLE 22. CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, AND DATA

Contractor shall verify all dimensions, quantities, and details shown on the plans, specifications or other data received from Consultant, and shall notify Consultant of all errors, omissions, or discrepancies found therein within three (3) days after discovery. Contractor will not be allowed to take advantage of any error, omission, or discrepancy to not stop or delay Work, because Consultant will advise Contractor how to proceed to avoid stoppage or delay of Work. Contractor shall not be liable for damages resulting from errors, omissions, or discrepancies in this Contract unless Contractor recognized such error, omission, or discrepancy, and failed to report it to Consultant.

ARTICLE 23. CONTRACTOR'S RESPONSIBILITY FOR DAMAGES AND ACCIDENTS

23.1. Contractor shall accept full responsibility for the Work against all loss or damage of whatsoever nature sustained until final acceptance by City of Cooper City, and shall promptly repair any damage done from any cause whatsoever, except as provided in Article 30.

23.2. Contractor shall be responsible for all Materials, equipment and supplies pertaining to the Project. If any such Materials, equipment or supplies are lost, stolen, damaged, or destroyed prior to final acceptance by City of Cooper City, Contractor shall replace same without cost to City, except as provided in Article 30.

ARTICLE 24. WARRANTY

24.1 Contractor warrants to City of Cooper City that all Materials and equipment furnished under this Contract will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects, and in conformance with this Contract. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by Consultant, Contractor shall furnish satisfactory evidence as to the kind and quality of Materials and equipment. This warranty is not limited by the provisions of Article 26 herein.

24.2 Project specific warranty requirements for workmanship, materials and equipment furnished under this Contract are provided in the Project Technical Specifications

ARTICLE 25. SUPPLEMENTARY DRAWINGS

25.1. When, in the opinion of Consultant, it becomes necessary to explain the Work to be done more fully, or to illustrate the Work further, or to show any changes that may be required, supplementary drawings, with specifications pertaining thereto, will be prepared by Consultant.

25.2. The supplementary drawings shall be binding upon Contractor with the same force as this Contract. Where such supplementary drawings require either less or more than the original quantities of Work, appropriate adjustments shall be made by Change Order.

ARTICLE 26. DEFECTIVE WORK

26.1. Consultant has the authority to reject or disapprove Work that Consultant finds to be defective. If required by Consultant, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

26.2. Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of this Contract within the time indicated in writing by Consultant, City of Cooper City shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary, at Contractor's expense. Any expense incurred by City of Cooper City in making such removals, corrections, or repairs, shall, at City's election, be paid for out of any monies due or which may become due to Contractor or charged against the Performance Bond. In the event of failure of Contractor to make all necessary repairs promptly and fully, City of Cooper City may declare Contractor in default.

26.3. If, within one (1) year after Substantial Completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by this Contract, or by any specific provision of this Contract, any of the Work is found to be defective or not in accordance with this Contract, Contractor, after receipt of written notice from City of Cooper City, shall promptly correct such defective or nonconforming Work within the time specified by City, without cost to City. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation that Contractor might have under this Contract, including, but not limited to, Article 24 hereof and any claim regarding latent defects.

26.4. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered, nor shall such failure obligate City of Cooper City to final acceptance.

ARTICLE 27. TAXES

Contractor shall pay all applicable sales, consumer, use, and other taxes required by Applicable Law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all their requirements.

ARTICLE 28. SUBCONTRACTS

28.1. Each Subcontractor must possess certificates of competency and licenses required by Applicable Law. Contractor shall notify the Contract Administrator and Consultant of any change in Subcontractors.

28.2. Contractor shall not employ any Subcontractor against whom City of Cooper City or Consultant may have a reasonable objection. Contractor shall not be required to employ any Subcontractor against whom Contractor has a reasonable objection.

28.3. Contractor shall be fully responsible for all acts and omissions of its Subcontractors, persons directly or indirectly employed by its Subcontractors, and persons for whose acts any of its Subcontractors may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract shall create any contractual relationship between any Subcontractor and City of Cooper City or any obligation on the part of City of Cooper City to pay or to see the payment of any monies due any Subcontractor. City of Cooper City or Consultant may furnish to any Subcontractor evidence of amounts paid to Contractor on account of specific Work performed.

28.4. Contractor shall bind specifically every Subcontractor to the applicable terms and conditions of this Contract for the benefit of City.

28.5. ☐ Contractor shall perform the Work with its own organization, amounting to not less than _____ percent (___%) of the Contract Price.

ARTICLE 29. SEPARATE CONTRACTS

29.1. City of Cooper City has the right to enter into contracts with other parties in connection with this Project. Contractor shall afford such other parties reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate this Work with theirs.

29.2. If any part of Contractor's Work depends for proper execution or results on the work of any third parties, Contractor shall inspect and promptly report to Consultant any defects in such work that render it unsuitable for such proper execution and results of Contractor's Work. Contractor's failure to so inspect and report shall constitute an acceptance of the third party's work as fit and proper for the performance of Contractor's Work, except as to defects which may develop in the third parties' work after the execution of Contractor's Work.

29.3. Contractor shall conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to not interfere with or impact any other contractor on the site. Should such interference or impact occur, Contractor shall indemnify City of Cooper City from any liability to the affected contractor related to such interference or impact.

29.4. To ensure the proper execution of subsequent Work, Contractor shall inspect the Work already in place and shall immediately report to Consultant any discrepancy between the executed Work and the requirements of this Contract.

ARTICLE 30. USE OF COMPLETED PORTIONS

30.1. City of Cooper City has the right at its sole option to take possession of and use any completed or partially completed portions of the Project ("Designated Area"). Such possession and use shall not be deemed an acceptance of any of the Work not completed in accordance with this Contract. If such possession and use increase the cost of or delays the Work, Contractor shall be entitled to reasonable extra compensation or reasonable extension of time or both, as recommended by Consultant and approved by City.

30.2. If City of Cooper City decides to take possession of any completed or partially completed portions of the Project, the following shall occur:

30.2.1. City of Cooper City shall give notice to Contractor in writing at least thirty (30) days prior to City's intended occupancy of a Designated Area.

30.2.2. Contractor shall complete to the point of Substantial Completion the Designated Area, including required training, and request inspection and issuance of a Certificate of Substantial Completion (Form 10) from Consultant.

30.2.3. Upon Consultant's issuance of a Certificate of Substantial Completion for the Designated Area, City of Cooper City will assume full responsibility for maintenance,

utilities, subsequent damages of City of Cooper City and public, adjustment of insurance coverages, and start of warranty for the Designated Area.

30.2.4. Contractor shall complete all items noted on the Certificate of Substantial Completion within the time specified by Consultant on the Certificate of Substantial Completion, and request final inspection and final acceptance of the portion of the Work occupied. Upon completion of final inspection and receipt of an application for final payment, Consultant shall issue a Final Certificate of Payment relative to the Designated Area.

30.2.5. If City of Cooper City decides to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed upon by City of Cooper City and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. Insurance on the unoccupied or unused portion or portions shall not be canceled or lapsed on account of such partial occupancy or use. Consent of Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

ARTICLE 31. LANDS OF WORK

31.1. City of Cooper City shall provide, as may be indicated in this Contract, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands as are designated by City of Cooper City for the use of Contractor.

31.2. Contractor shall obtain, at Contractor's own expense and without liability to City, any additional rights to land and access thereto that may be required for temporary construction facilities, temporary easements, or for storage of materials. Contractor shall furnish to City of Cooper City copies of written permission obtained by Contractor from the owners of such land.

ARTICLE 32. LEGAL RESTRICTIONS AND TRAFFIC PROVISIONS

Contractor shall conform to and obey all Applicable Law with regard to labor, hours of work, and Contractor's operations. Contractor shall conduct its operations so as not to close any thoroughfare, nor interfere in any way with traffic on railway, highways, or water, without the written consent of the proper authorities.

ARTICLE 33. LOCATION AND DAMAGE TO EXISTING FACILITIES, EQUIPMENT, OR UTILITIES

33.1. Utility lines in the Project area have been shown on the Plans. However, City of Cooper City does not represent or warrant that all lines are shown, or that the ones indicated are in their true location. Contractor must identify and locate all underground and overhead utility lines or equipment affecting or affected by the Project. Contractor will not be entitled to any additional payment or extension of time due to discrepancies between actual location of utilities and Plan location of utilities.

33.2. Contractor shall notify each utility company with facilities in the Project site, at least thirty (30) days prior to the start of construction, to arrange for positive underground location, relocation, or support of its utility where that utility may be in conflict with or endangered by the Work. The cost of relocation of water mains or other utilities for the convenience of Contractor shall be paid by Contractor. All charges by utility companies for temporary support of its utilities shall be paid for by Contractor. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. Contractor will not be entitled to any additional payment or extension of time for utility relocations, regardless of reason for relocation.

33.3. Contractor shall schedule the Work in such a manner that the Work is not delayed by the utility providers relocating or supporting their utilities. Contractor shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. Contractor will not be entitled to any additional compensation or extension of time for any delay associated with utility relocation or support.

33.4. Contractor shall protect all overhead, surface, or underground structures and utilities from damage or displacement. Contractor will promptly and completely repair all damage to such structures within a reasonable time. All damaged utilities must be replaced or fully repaired to the satisfaction of the utility owner. All repairs are to be inspected by the utility owner prior to backfilling. City of Cooper City reserves the right to remedy such damage by making such repairs or causing such repairs to be made at the expense of Contractor. City's expense in causing such repairs shall be deducted from Contractor's next Application for Payment.

ARTICLE 34. VALUE ENGINEERING

Contractor may request substitution of Materials, articles, pieces of equipment, or any changes that reduce the Contract Price by making such request to Consultant in writing. Consultant will be the sole judge of the acceptability of any proposed substitute, and no substitute will be ordered, installed, used, or initiated without Consultant's prior written acceptance by a Change Order or an approved Shop Drawing. In no event will any substitution accepted by Consultant result in an increase in the Contract Price or Contract Time. By making a request for substitution, Contractor agrees to pay directly to Consultant all Consultant's fees and charges related to Consultant's review of the request for substitution, regardless of whether the request for substitution is accepted by Consultant. Any substitution submitted by Contractor must meet the form, fit, function, and life cycle criteria of the item proposed to be replaced, and there must be a reduction in Contract Price including Consultant review fees and charges. Unless otherwise indicated in the relevant Change Order, if a substitution is approved, the net dollar savings shall be shared equally between Contractor and City of Cooper City and processed as a deductive Change Order. City of Cooper City may require Contractor to furnish, at Contractor's expense, a special performance guarantee or other surety with respect to any substitute approved after award of this Contract.

ARTICLE 35. PAYMENT BY CITY FOR TESTS

Except when otherwise specified in the Contract Documents, the expense of all tests shall be borne by City of Cooper City and be performed by a testing firm selected by City. Contractor is responsible for reimbursement to City of Cooper City the costs of any required test in which the tested Work fails. For road construction projects, the procedure for making tests required by City of Cooper City will be in conformance with the most recent edition of the State of Florida, Department of Transportation Standard Specifications for Road and Bridge Construction.

ARTICLE 36. CHANGE IN THE WORK OR TERMS OF CONTRACT

36.1. Without invalidating this Contract and without notice to any surety, City has the right to make such increases, decreases, or other changes in the character or quantity of the Work as may be considered necessary or desirable by City to fully and acceptably complete the proposed Work in a satisfactory manner. Any extra or additional Work within the scope of this Project must be accomplished by means of appropriate Field Orders and Supplemental Instructions or Change Orders.

36.2. Any changes to the terms of this Contract must be contained in a written document, executed by the Parties hereto, with the same formality and of equal dignity as this Contract prior to the initiation of any Work described in such change. This section shall not prohibit the issuance of Change Orders executed only by City, as provided in this Contract.

ARTICLE 37. FIELD ORDERS AND SUPPLEMENTAL INSTRUCTIONS

37.1. The Contract Administrator, through Consultant, shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of this Contract and ordering minor changes in the Work. Field Orders may not change the Contract Price or the Contract Time.

37.2. Consultant shall have the right to approve and issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning the Contract Documents or performance of the Work. Supplemental Instructions may not change the Contract Price or the Contract Time.

ARTICLE 38. CHANGE ORDERS

38.1. Changes in the quantity or character of the Work within the scope of the Project that cannot be accomplished by means of Field Orders or Supplemental Instructions, including all changes resulting in changes to the Contract Price or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the City of Cooper City Procurement Code, as amended from time to time.

38.2. Contractor shall not start work on any changes requiring an increase in the Contract Price or the Contract Time until a Change Order setting forth the adjustments is approved by

City. Upon receipt of a Change Order, Contractor shall promptly proceed with the Work set forth in the Change Order.

38.3. If satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, City of Cooper City may, at its sole option, either terminate this Contract as it applies to the items in question and make such arrangements as City of Cooper City deems necessary to complete the work associated with the disputed item or submit the matter in dispute to Consultant as set forth in Article 12.

38.4. Under circumstances determined necessary by City of Cooper City, Change Orders may be issued unilaterally by City of Cooper City. During the pendency of the dispute, and upon receipt of a Change Order from City of Cooper City, Contractor shall promptly proceed with the change in the Work involved and advise Consultant and Contract Administrator in writing within seven (7) days after receipt of the Change Order of Contractor's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.

38.5. On approval of any Contract change increasing the Contract Price, Contractor shall promptly ensure that the performance bond and payment bond are increased so that each reflects the total Contract Price as increased. Contractor will promptly provide City of Cooper City such updated bonds.

ARTICLE 39. VALUE OF CHANGE ORDER WORK

39.1. 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:

39.1.1. If the Work involved is covered by unit prices contained in this Contract, by application of unit prices to the quantities of items involved, subject to the provisions of Section 39.7.

39.1.2. By mutual acceptance of a lump sum, which sum Contractor and City of Cooper City acknowledge contains a component for overhead and profit.

39.1.3. On the basis of the "Cost of Work," determined as provided in Sections 39.2 and 39.3, plus a Contractor's fee for overhead and profit as determined in Section 39.4.

39.2. The term "Cost of Work" means the sum of all direct costs necessarily incurred and paid by Contractor (or, if applicable, Subcontractor) in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing by 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 Section 39.3.

39.2.1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work described in the Change Order under schedules of job classifications agreed upon by City of Cooper City and Contractor. Payroll costs for employees not employed full time on the Work covered by the Change Order 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' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the Work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized in advance by City.

39.2.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless City of Cooper City deposits funds with Contractor to make payments, in which case the cash discounts shall accrue to City of Cooper City. All trade 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. Rentals of all construction equipment and machinery, and the parts thereof, whether rented by Contractor, in accordance with rental agreements approved by City of Cooper City with the advice of Consultant, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. City of Cooper City will not be responsible for the cost of the rental of any such equipment, machinery, or parts when the use thereof is no longer necessary for the Work.

39.2.3. If required by City of Cooper City, Contractor shall obtain competitive bids from Subcontractors acceptable to Contractor, and shall deliver such bids to City of Cooper City who will then determine, with the advice of Consultant, which bids will be accepted. If the subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a fee, the Subcontractor's Cost of Work shall be determined in the same manner as Contractor's Cost of Work. All Subcontractors shall be subject to the other provisions of this Contract insofar as applicable.

39.2.4. Cost of special consultants, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order.

39.2.5. Supplemental costs including the following:

39.2.5.1. All materials, supplies, equipment, machinery, appliances, office and temporary facilities, including transportation and maintenance thereof, at the

site and hand tools not owned by the workers used in the performance of the Work, less market value of such items used but not consumed, and which items remain the property of Contractor.

39.2.5.2. Sales, use, or similar taxes related to the Work, imposed by any governmental authority, for which Contractor is liable.

39.2.5.3. The cost of utilities, fuel, and sanitary facilities at the site.

39.2.5.4. Cost of premiums for additional bonds and insurance required because of changes in the Work.

39.3. The term "Cost of Work" shall not include any of the following:

39.3.1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, schedulers, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by Contractor whether at the site or in its principal or a branch office, for general administration of the Work that are not specifically included in the agreed-upon schedule of job classifications referred to in subsection 39.2.1, all of which payroll costs and other compensation are to be considered administrative costs covered by Contractor's fee.

39.3.2. Expenses of Contractor's principal and branch offices other than Contractor's field office at the Project site.

39.3.3. Any part of Contractor's capital expenses, including but not limited to interest on Contractor's capital employed for the Work as well as charges against Contractor for delinquent payments.

39.3.4. Cost of premiums for all bonds and for all insurance, whether Contractor is required by this Contract to purchase and maintain the same, except for additional bonds and insurance required because of changes in the Work.

39.3.5. Costs due to the negligence or neglect of Contractor, any Subcontractors, 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 repairing or remedying any damage to property.

39.3.6. Other overhead or general expense costs of any kind.

39.4. Contractor's fee for overhead and profit shall be determined as follows:

39.4.1. A mutually acceptable fixed fee, or if no fixed fee can be agreed upon;

39.4.2. A fee based on the following percentages of the various portions of the cost of the Work:

39.4.2.1. For costs incurred under subsections 39.2.1 and 39.2.2, Contractor's fee shall not exceed ten percent (10%).

39.4.2.2. For costs incurred under subsection 39.2.3, Contractor's fee shall not exceed seven and one-half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%); and

39.4.2.3. No fee shall be payable on the basis of costs itemized under subsections 39.2.4 and 39.2.5 (except subsection 39.2.5.3) and Section 39.3.

39.5. The amount of credit to City of Cooper City for any change that results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any. Contractor shall not be entitled to claim lost profits for any Work not performed.

39.6. Whenever the cost of any Work is to be determined pursuant to Sections 39.2 and 39.3, Contractor will submit in a form acceptable to Consultant an itemized cost breakdown together with the supporting data.

39.7. If the quantity of any item of the Work covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such Work indicated in this Contract, an appropriate Change Order shall be issued to adjust the unit price, if warranted.

39.8. Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, Contractor shall submit an initial cost estimate acceptable to Consultant and Contract Administrator.

39.8.1. Such cost estimate shall include a breakdown listing the quantities and unit prices for materials, labor, equipment and other items of cost.

39.8.2. Whenever a change involves Contractor and one or more Subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for Contractor and each Subcontractor shall be itemized separately.

39.9. Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or "cost of the work."

ARTICLE 40. NOTIFICATION AND CLAIM FOR CHANGE OF CONTRACT TIME OR CONTRACT PRICE

40.1. Any claim for a change in the Contract Time or Contract Price shall be made by written notice by Contractor to the Contract Administrator and to Consultant within five (5) days of the commencement of the event giving rise to the claim or Contractor's knowledge of the claim, and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) days after the termination of the event giving rise to the claim or Contractor's knowledge of the claim, Contractor shall submit written notice of the extent of the claim with supporting information and documentation to the Contract Administrator and Consultant (hereinafter "Claim Notice"). The Claim Notice shall include Contractor's written notarized certification that the adjustment claimed is the entire adjustment to which Contractor has reason to believe it is entitled as a result of the occurrence the event giving rise to the claim. If the Contract Administrator and Contractor cannot resolve a claim for changes in the Contract Time or Contract Price within twenty (20) days after receipt of the Claim Notice by the Contract Administrator and Consultant, then Contractor shall submit the claim to Consultant within five (5) days after the date of impasse in accordance with Article 12 hereof. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

40.2. The Contract Time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim for an extension in accordance with Section 40.1. Such delays shall include, but not be limited to, acts, omissions, or neglect by any separate contractor employed by City, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

ARTICLE 41. NO DAMAGES FOR DELAY

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against City of Cooper City by reason of any delays except as provided herein. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from City of Cooper City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising from delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith, or active interference on the part of City of Cooper City or its Consultant.

ARTICLE 42. EXCUSABLE DELAY; COMPENSABLE; NON-COMPENSABLE

42.1. Excusable Delay. Delay that extends the completion of the Work and that is caused by circumstances beyond the control of Contractor or its Subcontractors, suppliers, or vendors are Excusable Delay. Contractor is entitled to a time extension of the Contract Time for each day the Work is delayed due to Excusable Delay. Contractor shall document its claim for any time extension as provided in Article 40 hereof. Failure of Contractor to comply with Article 40 hereof as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment, or relinquishment of any and all claims resulting from that particular event of delay. Excusable Delay may be compensable or non-compensable, as provided below.

42.1.1. Compensable Excusable Delay. Excusable Delay is compensable when (i) the delay extends the Contract Time; (ii) is caused by circumstances beyond the control of Contractor or its Subcontractors, suppliers, or vendor; and (iii) is caused solely by fraud, bad faith or active interference on the part of City of Cooper City or its agents. In no event shall Contractor be compensated for interim delays that do not extend the Contract Time. Contractor shall be entitled to direct and indirect costs for Compensable Excusable Delay. Direct costs recoverable by Contractor shall be limited to the actual additional costs allowed pursuant to Article 39 hereof.

City of Cooper City and Contractor recognize and agree that the amount of Contractor's precise actual indirect costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of this Contract, and that proof of the precise amount will be difficult. Therefore, indirect costs recoverable by Contractor shall be liquidated on a daily basis for each day the Contract Time is delayed due to a Compensable Excusable Delay. These liquidated indirect costs shall be paid to compensate Contractor for all indirect costs caused by a Compensable Excusable Delay, and shall include, but not be limited to, lost profits, all profit on indirect costs, home office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs incurred by Contractor. The amount of liquidated indirect costs recoverable shall be Three Hundred Ninety−five Dollars $395 per day for each day this Contract is delayed due to a Compensable Excusable Delay.

42.1.2. Non-Compensable Excusable Delay. When Excusable Delay is (i) caused by circumstances beyond the control of Contractor, its Subcontractors, suppliers, and vendors; (ii) caused by circumstances beyond the control of City of Cooper City or Consultant; or (iii) caused jointly or concurrently by Contractor or its Subcontractors, suppliers or vendors and by City of Cooper City or Consultant, then Contractor shall be entitled only to a time extension and no further compensation for the delay.

ARTICLE 43. SUBSTANTIAL COMPLETION

When Contractor determines in good faith that the Work, or a portion thereof designated by City of Cooper City pursuant to Article 30 hereof, has reached Substantial Completion, including any required training, Contractor shall so notify the Contract Administrator and Consultant in writing. Consultant and the Contract Administrator shall then promptly inspect the Work. When Consultant, on the basis of such an inspection, determines that the Work or designated portion thereof is substantially complete, it will then prepare a Certificate of Substantial Completion (Form 10). The Contract Administrator shall affix its determination to the Certificate of Substantial Completion, which shall establish the Date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of City of Cooper City and Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance. Consultant and the Contract Administrator shall develop and Contractor shall review the list of all Work yet to be completed by Contractor to satisfy the requirements of this Contract for Final Completion and to make the Work satisfactory and acceptable. The list shall be provided to Contractor within five (5) days after final development and review. If the final list is not provided within the stated five (5) days, the Contract Time for completion shall be extended by the number of days exceeding the five (5) days. The failure to include any items of corrective Work on such list does not alter the responsibility of Contractor to complete all Work in accordance with this Contract. Warranties required by this Contract shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Contract Administrator and Contractor for their written acceptance of the responsibilities assigned to them in the Certificate of Substantial Completion.

ARTICLE 44. NO INTEREST

44.1. Unless prohibited by Applicable Law, City of Cooper City shall not be liable to pay any interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and Contractor waives, rejects, disclaims and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Contract.

44.2. If the preceding section is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by City of Cooper City under this Contract, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

ARTICLE 45. SHOP DRAWINGS

45.1. Contractor shall submit Shop Drawings as required by the Technical Specifications. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture,

installation requirements, details of the item, and evidence of its compliance or noncompliance with this Contract.

45.2. Within thirty (30) days after the Project Initiation Date specified in the Notice to Proceed, Contractor shall submit to Consultant a complete list of preliminary data on items for which Shop Drawings are to be submitted and shall identify the critical items. Approval of this list by Consultant shall in no way relieve Contractor from submitting complete Shop Drawings and providing all materials and equipment in accordance with this Contract. This procedure is required in order to expedite final approval of Shop Drawings.

45.3. After the approval of the list of items required in Section 45.2 above, Contractor shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers.

45.4. Contractor shall thoroughly review and check the Shop Drawings, and shall approve each and every copy by initialing same, and shall transit a letter of approval to Consultant and City.

45.5. If the Shop Drawings show or indicate departures from the Contract requirements, Contractor shall specify such departures and make specific mention thereof in its letter of transmittal to Consultant and City. Failure to point out such departures shall not relieve Contractor from its responsibility to comply with this Contract.

45.6. Consultant shall review and approve Shop Drawings within twenty-one (21) days after the date received, unless said Shop Drawings are rejected by Consultant for material reasons. Consultant's approval of Shop Drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such Shop Drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of materials or Work required by this Contract but not indicated on the Shop Drawings. No Work called for by Shop Drawings shall be performed until the said Shop Drawings have been approved by Consultant. Approval by Consultant shall not relieve Contractor from responsibility for errors or omissions of any sort on the Shop Drawings.

45.7. No approval will be given to partial submittals of Shop Drawings for items that interconnect or are interdependent where necessary to properly evaluate the design. It is Contractor's responsibility to assemble the Shop Drawings for all such interconnecting or interdependent items, check such items, and then make one submittal to Consultant along with Contractor's comments as to compliance, noncompliance, or features requiring special attention.

45.8. If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink.

45.9. Contractor shall submit the number of copies of Shop Drawings required by Consultant. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.

45.10. Contractor shall keep one set of Shop Drawings marked with Consultant's approval at the job site at all times.

ARTICLE 46. FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS

46.1. The entire responsibility for establishing and maintaining line and grade in the field lies with Contractor. Contractor shall maintain an accurate and precise record of the location and elevation of all pipelines, conduits, structures, maintenance access structures, handholes, fittings and the like, and shall prepare record or "as-built" drawings of the same, which must be sealed by a Professional Surveyor. Contractor shall deliver these records in good order to Consultant as the Work is completed. The cost of all such field layout and recording work is included in the bid prices for the appropriate items. All record drawings shall be made on reproducible paper and shall be delivered to Consultant prior to, and as a condition of, final payment.

46.2. Contractor shall maintain in a safe place at the Project site one record copy of all Drawings, Plans, Specifications, Addenda, written amendments, Change Orders, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings shall be available at all times to Consultant for reference. Upon Final Completion of the Project and prior to Final Payment, these record documents, samples, and Shop Drawings shall be delivered to the Contract Administrator.

46.3. Prior to, and as a condition precedent to Final Payment, Contractor shall submit to City of Cooper City Contractor's record drawings or as-built drawings acceptable to Consultant.

ARTICLE 47. SAFETY AND PROTECTION

47.1. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Project. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

47.1.1. All employees on the work site and other persons who may be affected thereby;

47.1.2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and

47.1.3. Other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

47.2. Contractor shall comply with all Applicable Law of any public body having jurisdiction for the safety of persons or property or to protect person or property from damage, injury, or loss, and Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and utilities when performance of the Work may affect them. All damage, injury, or loss to any property referred to in subsections 47.1.2 and 47.1.3 above, caused directly or indirectly, in whole or in part, by Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be repaired or remedied by 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 Consultant has issued a notice to City of Cooper City and Contractor that the Work is acceptable except as otherwise provided in Article 30.

47.3. Contractor shall designate a responsible member of its organization at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to City.

ARTICLE 48. FINAL BILL OF MATERIALS

Contractor shall be required to submit to City of Cooper City and Consultant a final bill of materials with unit costs for each bid item for supply of materials installed. This shall be an itemized list of all materials with a unit cost for each material, and the total cost shall be determined on the basis of the unit costs established for each Contract item. A Final Certificate for Payment will not be issued by Consultant until Contractor submits the final bill of materials and Consultant verifies the accuracy of the units of Work.

ARTICLE 49. PROJECT SIGN

Any requirements for a project sign shall be as set forth within the Technical Specifications section.

ARTICLE 50. CLEANING UP; CITY'S RIGHT TO CLEAN UP

Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Project, Contractor shall remove all its waste materials and rubbish from and about the Project as well as its tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up during the performance of the Work or at the completion of the Work, City of Cooper City may do so and the cost thereof shall be charged to Contractor. If a dispute arises between Contractor and separate contractors of City of Cooper City as to their responsibility for cleaning up, City of Cooper City may clean up and charge the cost thereof to the contractors responsible as Consultant shall determine to be appropriate and equitable.

ARTICLE 51. HURRICANE PRECAUTIONS

51.1. During such periods of time as are designated by the National Weather Services as being a hurricane watch or warning, Contractor, at no cost to City, shall take all precautions necessary to secure the Project site from any damage that may be caused by all threatened storm events, regardless of whether City of Cooper City or Consultant has given notice of same.

51.2. Compliance with any specific hurricane watch or warning precautions will not constitute additional work.

51.3. Suspension of the Work caused by a threatened or actual storm event, regardless of whether City of Cooper City has directed such suspension, will entitle Contractor to additional Contract Time as noncompensable, excusable delay, and shall not give rise to a claim for compensable delay.

ARTICLE 52. REMOVAL OF EQUIPMENT

In case of termination of this Contract before completion for any cause whatsoever, Contractor, if notified to do so by City of Cooper City, shall promptly remove any part or all of Contractor's equipment and supplies from the property of City of Cooper City, failing which City of Cooper City shall have the right to remove such equipment and supplies at the expense of Contractor.

ARTICLE 53. DOMESTIC PARTNERSHIP REQUIREMENT

[THIS ARTICLE IS NOT APPLICABLE TO THIS PROJECT]

Unless this Contract is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, of the Code ("Act"), Contractor certifies and represents that it will at all times comply with the provisions of the Act, and the contract language referenced in the Act is deemed incorporated in this Contract as though fully set forth in this section. The failure of Contractor to comply shall be a material breach of this Contract, entitling City of Cooper City to pursue any and all remedies provided under Applicable Law including, but not limited to (1) retaining all monies due or to become due Contractor until Contractor complies; (2) termination of this Contract; and (3) suspension or debarment of Contractor.

ARTICLE 54. EQUAL EMPLOYMENT OPPORTUNITY AND COUNTY BUSINESS ENTERPRISE / SMALL BUSINESS ENTERPRISE COMPLIANCE

[THIS ARTICLE IS NOT APPLICABLE TO THIS PROJECT]

54.1. No party to this Contract may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Contract, except that any project assisted by the U.S. Department of Transportation funds shall comply with the

nondiscrimination requirements in 49 C.F.R. Parts 23 and 26. Contractor shall include the foregoing or similar language in its contracts with any Subcontractors.

54.2. By January 1 of each year, Contractor must submit, and cause each of its Subcontractors to submit, an Ownership Disclosure Form (or such other form or information designated by City), available at https://www.broward.org/econdev/Pages/forms.aspx, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

[DELETE SECTIONS 54.3 – 54.10 IF FEDERALLY OR STATE FUNDED, SEE §§ 255.0991 AND 255.0992, FLA. STAT.]

54.3. Contractor shall comply with all applicable requirements in Section 1-81 of the Code, in the award and administration of this Contract. Failure by Contractor to carry out any of the requirements of this article shall constitute a material breach of this Contract, which shall permit City of Cooper City to terminate this Contract or exercise any other remedy provided under this Contract or Applicable Law, all such remedies being cumulative. **[THIS ARTICLE IS NOT APPLICABLE TO THIS PROJECT]**.

54.4. Contractor must meet or exceed the required CBE or SBE goal by utilizing the CBE or SBE firms listed in Exhibit __ (or a CBE/SBE firm substituted for a listed firm, if permitted) for ____ percent (__%) of total Work under this Contract (the "Commitment"). In performing the Work, Contractor shall utilize the CBE or SBE firms listed in Exhibit __ for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Contract by City, Contractor shall enter into formal contracts with the CBE or SBE firms listed in Exhibit __ and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD. **[THIS ARTICLE IS NOT APPLICABLE TO THIS PROJECT]**.

[USE FOLLOWING INSTEAD IF A CBE RESERVE PROJECT]

City of Cooper City has reserved this procurement solely for performance by CBE firms; therefore the CBE goal is one hundred percent (100%) of the Work under this Contract (the "Commitment"). Contractor is a CBE firm and agrees that it will meet the Commitment by Contractor performing the Work without subcontracting, or by Contractor performing at least fifty percent (50%) of the Work and subcontracting the remainder to CBE firms listed in Exhibit ___ (or CBE firms substituted or approved by OESBD during the term of this Contract). **[THIS ARTICLE IS NOT APPLICABLE TO THIS PROJECT]**.

[USE FOLLOWING INSTEAD IF A SBE RESERVE PROJECT AND MODIFY REMAINDER OF ARTICLE 54 ACCORDINGLY]

City of Cooper City has reserved this procurement solely for performance by an SBE firm; therefore the SBE goal is one hundred percent (100%) of the Work under this Contract (the "Commitment"). Contractor is an SBE firm and agrees that it will meet the Commitment by Contractor performing the Work without subcontracting, or by Contractor performing at least fifty percent (50%) of the Work and subcontracting the remainder to SBE firms listed in Exhibit

___ (or SBE firms substituted or approved by OESBD during the term of this Contract). **[THIS ARTICLE IS NOT APPLICABLE TO THIS PROJECT]**.

54.5. Each CBE or SBE firm utilized by Contractor to meet the CBE or SBE goal must be certified by OESBD. Contractor shall inform City of Cooper City immediately when a CBE or SBE firm is not able to perform or if Contractor believes the CBE or SBE firm should be replaced for any other reason, so that OESBD can review and verify the good faith efforts of Contractor to substitute the CBE or SBE firm with another CBE or SBE firm. Whenever a CBE or SBE firm is terminated for any reason, Contractor shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE or SBE firm in order to meet the CBE or SBE goal, unless otherwise provided in this Contract or agreed to in writing by the Parties. Such substitution shall not be required if the termination results from modification of the scope of services and no CBE or SBE firm is available to perform the modified scope of services; in which event, Contractor shall notify City, and OESBD may adjust the CBE or SBE goal by written notice to Contractor. Contractor shall not terminate a CBE or SBE firm for convenience without City's prior written consent, which consent shall not be unreasonably withheld. **[THIS ARTICLE IS NOT APPLICABLE TO THIS PROJECT]**.

54.6. The Parties stipulate that if Contractor fails to meet the Commitment, the damages to City of Cooper City arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and City of Cooper City determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81 of the Code) to meet the Commitment, Contractor shall pay City of Cooper City liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7 of the Code. As elected by City, such liquidated damages amount shall be either credited against any amounts due from City, or must be paid to City of Cooper City within thirty (30) days after written demand. These liquidated damages shall be City's sole contractual remedy for Contractor's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Contractor acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. Any failure to meet the Commitment attributable solely to force majeure, changes to the Scope of Work by City, or inability to substitute a CBE or SBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment. **[THIS ARTICLE IS NOT APPLICABLE TO THIS PROJECT]**.

54.7. Contractor acknowledges that the Board, acting through OESBD, may make minor administrative modifications to Section 1-81 of the Code, which shall become applicable to this Contract if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Contractor and shall include a deadline for Contractor to notify City of Cooper City in writing if Contractor concludes that the modification exceeds the

authority under this section. Failure of Contractor to timely notify City of Cooper City of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Contractor. **[THIS ARTICLE IS NOT APPLICABLE TO THIS PROJECT]**.

54.8. City of Cooper City may modify the Commitment in connection with any amendment, extension, modification, or change order to this Contract that, by itself or aggregated with previous amendments, extensions, modifications, or change orders, increases the initial Contract price by ten percent (10%) or more. Contractor shall make a good faith effort to include CBE or SBE firms in work resulting from any such amendment, extension, modification, or change order, and shall report such efforts, along with evidence thereof, to OESBD. **[THIS ARTICLE IS NOT APPLICABLE TO THIS PROJECT]**.

54.9. Contractor shall provide written monthly reports to the Contract Administrator attesting to Contractor's compliance with the Commitment. In addition, Contractor shall allow City of Cooper City to engage in onsite reviews to monitor Contractor's progress in achieving and maintaining the Commitment. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring, unless otherwise determined by the City of Cooper City Administrator. **[THIS ARTICLE IS NOT APPLICABLE TO THIS PROJECT]**.

54.10. The Contract Administrator may withhold progress payments if Contractor fails to demonstrate timely payments of sums due to all Subcontractors and suppliers. The presence of a "pay when paid" provision in a Contractor's contract with a CBE or SBE firm shall not preclude City of Cooper City or its representatives from inquiring into claims of nonpayment. **[THIS ARTICLE IS NOT APPLICABLE TO THIS PROJECT]**.

ARTICLE 55. PUBLIC RECORDS

Notwithstanding anything else in this Contract, any action taken by City of Cooper City in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Contract. If Contractor is acting on behalf of City of Cooper City as provided in Section 119.0701, Florida Statutes, Contractor shall:

55.1. Keep and maintain public records required by City of Cooper City to perform the services under this Contract;

55.2. Upon request from City, provide City of Cooper City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

55.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Contract and after completion or termination of this Contract if the records are not transferred to City; and

55.4. Upon completion or termination of this Contract, transfer to City, at no cost, all public records in possession of Contractor or keep and maintain public records required by City of Cooper City to perform the services. If Contractor transfers the records to City, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains public records, Contractor shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to City of Cooper City upon request in a format that is compatible with the information technology systems of City.

The failure of Contractor to comply with the provisions of this article shall constitute a material breach of this Contract entitling City of Cooper City to exercise any remedy provided in this Contract or under Applicable Law, all of such remedies being cumulative.

If Contractor receives a request for public records regarding this Contract or the Services, Contractor must immediately notify the Contract Administrator in writing and provide all requested records to City of Cooper City to enable City of Cooper City to timely respond to the public records request. City of Cooper City will respond to all such public records requests.

Contractor must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Contractor contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Contractor asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Contractor must, simultaneous with the submission of any Restricted Material, provide a sworn affidavit from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by City, Contractor must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to City of Cooper City for records designated by Contractor as Restricted Material, City of Cooper City shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Contractor, or the claimed exemption is waived. Any failure by Contractor to strictly comply with the requirements of this section shall constitute Contractor's waiver of City's obligation to treat the records as Restricted Material. Contractor must indemnify and hold harmless City of Cooper City and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-433-4300, TAllen@CooperCity.gov, 9090 SW 50th Place, Cooper City, FL 33328. [END OF SECTION]

SECTION IV – SUPPLEMENTAL GENERAL CONDITIONS

[THIS IS ARPA RELATED SECTION]

The following deviations are incorporated herein and made a part of this Contract, revising the respective article and section as noted below.

Coding: Words in ~~strikethrough~~ type are deletions from existing text. Words in underlined text are additions to existing text.

This project is funded through the American Rescue Plan Act (ARPA) of 2021. Consequently, the awarded vendor shall comply with requirements of ARPA agreement number Y5181 entered into by and between the State of Florida, Division of Emergency Management and the City of Cooper City. By entering into this Contract, the ARPA awardee agrees, at a minimum, to review and comply with the applicable requirements of 2 CFR Part 200 Subpart D. In case of any conflict between the City's Contract terms and conditions and ARPA provisions (presented as Supplemental General Conditions), the ARPA provisions shall prevail.

SGC-1 LAWS, RULES, REGULATIONS, AND POLICIES

Performance under this Agreement is subject to the applicable provisions of 2 CFR Part 200, Entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" including the cost principles and restrictions on general provisions for selected items of cost.

i. The following 2 CFR policy requirements also apply to this assistance listing:

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR Part 25 – Universal Identifier and System for Award Management
- 2 CFR Part 170 – Reporting Subaward and Executive Compensation Information
- 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)

ii. The following 2 CFR Policy requirements are excluded from coverage under this assistance listing:

- 2 CFR § 200.204 – Notices of Funding Opportunities
- 2 CFR § 200.205 – Federal awarding agency review of merit proposals
- 2 CFR § 200.210 – Preaward costs

- 2 CFR § 200.213 – Reporting a determination that a non-Federal entity is not qualified for Federal award
- 2 CFR § 200.308 – Revision of budget and program plans
- 2 CFR § 200.309 – Modifications to Period of Performance
- 2 CFR § 200.305 (b) (8) – The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts
- 2 CFR § 200.305 (b) (9) – Interest earned amounts up to $500 per year

SGC-2 FEDERALLY FUNDED EQUAL OPPORTUNITY CLAUSE

(1) Equal Employment Opportunity: During the performance of this contract, CONTRACTOR agrees to comply with 41 CFR 60-1.4(b), including, but not limited to, the following:
   a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
   b. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
   c. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with

CONTRACT'R's legal duty to furnish information.

(4) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) CONTRACTOR will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

SGC-3 COPELAND "ANTI-KICKBACK" ACT

CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), 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") as may be applicable, which are incorporated by reference into this § 874; 40 U.S.C. § 3145; and 29 CFR part 3. CONTRACTOR 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 they are otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

SGC-4 CONTRACT WORK HOURS AND SAFETY STANDARDS

Contract Work Hours and Safety Standards Act. (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) 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 purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

SGC-5 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act: Pursuant to 42 U.S.C. 7401- 7671q. and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended CONTRACTOR agrees 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). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

1. Clean Air Act:) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

2. Federal Water Pollution Control Act:) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water

Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

SGC-6 SUSPENSION AND DEBARMENT

(4) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by CITY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SGC-7 BYRD ANTI-LOBBYING AMENDMENT CLAUSE

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).Contractors who apply or bid for an award of $100,000 or more shall 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 shall 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 recipient.

[END OF SECTION]

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

SECTION V – SUPPLEMENTAL WAGE REQUIREMENTS

1. ☐ Prevailing Wage Rate Ordinance - This Project is not federally funded. If the price of this Contract is in excess of Two Hundred Fifty Thousand Dollars ($250,000.00), the following sections shall apply. **[THIS SECTION IS NOT APPLICABLE TO THIS PROJECT]**.

1.1. Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5).

1.2. The rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in a like construction industry as determined by the Secretary of Labor and as the most recently published in the Federal Register.

1.3. All mechanics, laborers, and apprentices, employed or working on the site of the Work, shall be paid in accordance with the above referenced wage rates. Contractor shall post this section of the Contract (Supplemental Wage Requirements) at the site of the Work in a prominent place where it can be easily seen by the workers.

1.4. If the Parties cannot agree on the proper classification of a particular class of laborers or mechanics or apprentices that will be used on the Work site, the Contract Administrator shall submit the question, together with its recommendation, to the City of Cooper City Administrator for final determination, which shall be binding.

1.5. If the Contract Administrator determines that any laborer or mechanic or apprentice employed by Contractor or any Subcontractor on the site of the Work has been or is being paid wages less than the rate of wages required by the Davis-Bacon Act, as amended, the Contract Administrator may (1) by written notice to Contractor direct Contractor to terminate the Work or such part of Work for which there has been a failure to pay said required wages; and (2) contract with another party perform the Work or portion thereof to completion. Whereupon, Contractor and its Sureties shall be liable to City of Cooper City for any all costs incurred by City of Cooper City to complete such Work to the extent such costs exceed any amounts that Contractor would be due for performance of such Work.

1.6. Contractor shall maintain payrolls and basic records relating thereto during the course of the Work and shall preserve such for a period of three (3) years thereafter for all laborers, mechanics, and apprentices working at the site of the Work. Such records shall contain the name and address of each such employee; the employee's current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid.

1.7. Contractor shall submit, with each application for payment, a signed and sworn "Statement of Compliance" (007500-8) attesting to compliance with the Prevailing Wage Ordinance, Section 26-5 of the Broward County of Ordinances, as amended.

1.8. The Contract Administrator may withhold or cause to be withheld from Contractor so much of the payments requisitioned as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and guards employed by Contractor or any Subcontractor on the Work, the full amount of wages required by this Contract.

1.9. If Contractor or any Subcontractor fails to pay any laborer, mechanic, or apprentice employed or working on the site of the Work all or part of the wages required by this Contract, the Contract Administrator may, after written notice to Contractor, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

2. ☒ Federal Grant Projects:

2.1. Because this Project will be funded, in whole or in part, by the United States government all Federal assurances applicable to such funding, including any and all supervening assurances set forth in Rules and Regulations published in Federal Register or C.F.R., shall apply to this Contract.

2.2. Accordingly, all clauses, terms, or conditions required by federal grantor agency with respect to the federal funding for this Project are hereby attached and made a part of this Contract. City's American Rescue Plan Act (ARPA) Agreement, Number Y5181, Unique Identifier Code, FL 0061, with State of Florida Emergency, Division of Emergency Management, outlining aforementioned requirements are included as Attachment U of this Contract.

[END OF SECTION]

SECTION VI – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

5.1 SCOPE OF WORK

The City of Cooper City Utilities Department is proposing to retain a qualified contractor to furnish and install a new 250-horsepower vertical turbine pump at the City's existing wastewater treatment plant effluent pump station. The proposed pump is replacing an existing 100-horsepower vertical turbine pump that was previously removed by the City. The contractor shall also furnish and install a variable frequency drive that will control the pump speed along with all associated miscellaneous work for a complete and operational system as described in the bid documents, technical specifications and project drawings.

This project is funded through the American Rescue Plan Act (ARPA) of 2021. Consequently, the awarded vendor shall comply with requirements of ARPA agreement number Y5181 entered into by and between the State of Florida, Division of Emergency Management and the City of Cooper City. In case of any conflict between the City's contract terms and conditions and ARPA provisions, the ARPA provisions shall prevail.

The objective of this ITB is to secure the services of a qualified, experienced, and reliable contractor that will promptly and efficiently provide the City with the materials, equipment, and services necessary to execute the work at the lowest price, in compliance with industry standards, federal, state and local requirements and the terms, conditions and specifications of this solicitation.

No compensation will accrue, be owed or paid to the awarded bidder unless the contract has been fully executed, Notice to Proceed provided, a purchase order has been issued with accompanying Task Order or Work Authorization and the work of the contract has been completed as accepted and approved by the City.

REFER TO THE ATTACHED, ADDITIONAL TECHNICAL SPECIFICATIONS AND PROJECT DRAWINGS

[END OF SECTION]

SECTION VII BID PROPOSAL

ATTACHMENT A BID FORM
(Page 1 of 7)

City of Cooper City, Florida

Bid Form

(7 pages)

Effluent Pump#3 Replacement

ITB 2023-05-UTL

Bids Due: Monday, November 13, 2023

For information, contact the Purchasing Division:

The Purchasing Division
954-433-4300 Ext. 268
Purchasing@CooperCity.gov

Release Date: Friday, October 13, 2023

Submitted by:_____
(Company name)

PLEASE RETURN ONLY THIS BID FORM (7 PAGES) AND THE REQUIRED ATTACHMENTS.

ATTACHMENT A
(Page 2 of 7)

Project: EFFLUENT PUMP #3 REPLACEMENT
(COOPER CITY WASTEWATER TREATMENT PLANT)

Contract Identification: ITB 2023-05-UTL

Bids submitted to: Office of the City Clerk
City of Cooper City
9090 SW 50th Place
Cooper City, Florida, 33328

1. The undersigned submitter/proposes and agrees, if this Bid is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.

2. Bidder accepts all of the terms and conditions of the advertisement of Invitation to Bid and Instruction to Bidders including, without limitation, those dealing with the Bid requirements. This Bid will remain in full force for 120 days from bid opening date. Bidder will sign and submit an agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the City's Notice of Award.

3. If awarded the Contract, Bidder agrees to fully complete all necessary work within the time limits specified below after date of written Notice to Proceed, with such extensions of time as are provided for in the General Conditions

Substantial Completion:	335 calendar days from Notice to Proceed
Final Completion:	365 calendar days from Notice to Proceed

4. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement that:

   a. Bidder has examined copies of all plans, and bidding documents, contract specifications and instruction to bidders.
   b. Bidder has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
   c. Bidder has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.

d. Bidder has correlated the results of their studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
e. Bidder has given City written notice of all conflicts, errors or discrepancies that is has discovered in these documents and the written resolution thereof by City is acceptable to Bidder.
f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid, and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or the City.

5. Bid Copies:

ONE (1) ORIGINAL, TWO (2) COPIES and ONE (1) ELECTRONIC COPY (Flash Drive) of the Bid should be submitted to the City of Cooper City, City Hall, 9090 SW 50th Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk. If by US mail, Bids shall be submitted to 9090 SW 50th Place, Cooper City, Florida 33328.

6. Addenda, Additional Information-Contact with City Staff

Bidder acknowledges receipt of _____ (insert number) Addenda for this project

Any addenda or answers to written questions supplied by the City to participating Bidders become part of this Invitation to Bid and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

No negotiations, decisions or actions shall be initiated or executed by the Bidder as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized expression. Also, only communications from bidder that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the bidder.

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City Purchasing Division. Questions must be emailed to Purchasing@CooperCity**.gov.,** who may respond in kind with copies to all Bidders. **The deadline for submission of questions is 5:00PM, Monday, October 16, 2023.**

ATTACHMENT A
(Page 4 of 7)

The successful bidder shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties.

This contract must be executed by the successful bidder prior to recommendation of award and presentation to the City Commission.

7. Summary of Documents to be submitted with Bid

Mark Complete	Attachment Letter	Attachment Name
	A	Bid Form
	B	List of Subcontractors/Suppliers
	C	Reference Form
	D	Public Entity Crimes (PEC) Form
	E	ADA Affidavit
	F	Business Entity Affidavit
	G	Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)
	H	W-9, Request for Taxpayer Identification Number
	I	Proof of Workers Compensation Insurance or Exemption
	J	Proof of Liability Insurance
	K	Ownership Disclosure Affidavit
	L	Drug-Free Workplace Certificate
	M	Employee Background Verification Affidavit
	N	Scrutinized Companies Affidavit
	O	Non-Conflict of Interest Statement
	P	E-Verify Form
	Q	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
	R	Bid Bond (5%)
	U	ARPA Agreement
	W	Prohibition Against Consideration of Social, Political or Ideological Interests Affidavit
	X	Compliance With Foreign Entity Laws Affidavit

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ATTACHMENT A

(Page 5 of 7)

Bidder's Contact Information

Name of Company: _____

Address: _____

_____

Type of Business _____

Company's Website: _____

Authorized Signatory Contact: _____

Title: _____

Tel: _____ Mobile: _____

Email Address (Required): _____

Primary Contact: _____

Title: _____

Tel: _____ Mobile: _____

Email Address (Required): _____

Additional Contact & Title: _____

Tel: _____ Mobile: _____

Email Address (Required): _____

ATTACHMENT A
(Page 6 of 7)

Remit to Address: _____

_____

Remit to Contact: Name: _____ Tel: _____

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

ATTACHMENT A
(Page 7 of 7)

EFFLUENT PUMP #3 REPLACEMENT
PRICING SHEET

Item No.	Item Description	UOM	Quantity	Price Each	Extended Price
1	Mobilization/Demobilization (Shall not Exceed 8% of Contract Value)	Lump Sum	1	$	$
2	All work described in contract documents	Lump Sum	1	$	$
				Grand Total	$

Grand Total Price (in words):_____

_____

Submitted by:

_____
(Print)

Authorized Signature:

_____
(Sign)

Company Name:

_____

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT B LIST OF SUBCONTRACTORS/SUPPLIERS

Bidder shall list below information regarding subcontractors and suppliers who will perform work or labor or render service, or supply materials to the prime contractor in or about the construction of the Work or improvement, or subcontractors licensed by the State who, under subcontract to the prime contractor, specially fabricates and installs a portion of the Work or improvement according to the plans and specifications, in an amount in excess of two percent (2%) of the prime contractor's Total Bid Price. Failure to comply with requirements may render the Bid non-responsive and may cause its rejection.

Work to be Performed	Subcontractor License Number	Percent of Total Contract	Subcontractor's Name & Address

Note: Provide licenses, certifications, experience, and qualification forms for those subcontractors listed above. Include copies of the NF membrane manufacturer's warranty and projections for 0, 1, 3 and 5 years at the system's existing design parameters with the bid submission. Attach additional pages as needed.

ATTACHMENT C REFERENCE FORM

(Page 1 of 2)

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation. ***CITY OF COOPER CITY STAFF SHALL NOT BE USED AS A CLIENT REFERENCE*.**

1. ENTITY/COMPANY NAME: _____

   ADDRESS: _____

   CONTACT NAME: _____

   CONTACT'S TITLE: _____

   TELEPHONE: _____

   E-MAIL (REQUIRED): _____

   CONTRACT PERIOD: FROM: _____ TO: _____

   DESCRIPTION & FACILITY SIZE: _____

2. ENTITY/COMPANY NAME: _____

   ADDRESS: _____

   CONTACT NAME: _____

   CONTACT'S TITLE: _____

   TELEPHONE: _____

   E-MAIL (REQUIRED): _____

   CONTRACT PERIOD: FROM: _____ TO: _____

   DESCRIPTION & FACILITY SIZE: _____

ATTACHMENT C
(Page 2 of 2)

3. ENTITY/COMPANY NAME: _____

ADDRESS: _____

CONTACT NAME: _____

CONTACT'S TITLE: _____

TELEPHONE: _____

E-MAIL (REQUIRED): _____

CONTRACT PERIOD: FROM: _____ TO: _____

DESCRIPTION & FACILITY SIZE: _____

This page shall be completed IN FULL and submitted with your bid.

ATTACHMENT D PUBLIC ENTITY CRIMES (PEC) FORM
(Page 1 of 3)

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

ATTACHMENT D
(Page 2 of 3)

a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public

interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

ATTACHMENT D
(Page 3 of 3)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT E ADA AFFIDAVIT
(Page 1 of 2)

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: _____
(print individual's name and title)
for: _____
(print name of entity submitting sworn statement)
whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____.)
I, being duly first sworn state:
That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

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ATTACHMENT E
(Page 2 of 2)

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

_____

Signature

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20___, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT F BUSINESS ENTITY AFFIDAVIT

I, _____, being first duly sworn state:

The full legal name and business address of the person(s) or entity proposing to contract or transact business with the City of Cooper City ("City") are (Post Office addresses are not acceptable), as follows:

_____

Federal Employer Identification Number (FEIN) (If none, Social Security Number)

_____

Name of Entity, Individual, Partners or Corporation

_____

Doing Business As (If same as above, leave blank)

_____

Street Address Suite City State

_____

State and Date of Incorporation:

_____ _____

Signature of Affiant *Date*

_____

Print Name

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT G FOREIGN (NON-FLORIDA) CORPORATE STATEMENT (IF APPLICABLE)
(Page 1 of 2)

FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO._____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

(1) A foreign corporation may not transact business in this state until it obtains a certificate of authority form the Department of State.

(2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):

_____ (a) Maintaining, defending, or settling any proceedings.

_____ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.

_____ (c) Maintaining bank accounts.

_____ (d) Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.

_____ (e) Selling through independent contractors.

_____ (f) Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders

_____ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.

_____ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.

_____ (i) Transacting business in interstate commerce.

_____ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.

_____ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.

_____ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.

_____ (m) Owning, without more, real or personal property.

The list of activities of subsection (2) is not exhaustive.

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ATTACHMENT G
(Page 2 of 2)

(3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm in NOT a corporation:

(I)_____Partnership, Joint Venture, Estate or Trust
(II)_____Sole Proprieties of Self Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

SIGNATURE OF AUTHORIZED AGENT OF PROPOSER

BIDDER'S LEGAL NAME

ATTACHMENT H W-9, REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

wwwwwwwwwwwwwwwwwwwwwwwwwwwwwwwwwwwwv

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** Click Here to Sign | **Date ▶**

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X — Form **W-9** (Rev. 12-2014)

ATTACHMENT I PROOF OF WORKERS COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

In order to provide services or goods to City of Cooper City, we require that you provide us either proof of workers' compensation coverage or proof of exemption.

Workers' compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers' compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers' compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt.* This form can be found at https://www.floridawc.com/workers-comp-insurance/flwc/2011/04/exemptionform.pdf

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

- If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
- If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers' compensation insurance as per the requirements as outlined above, you must complete the attached Workers' compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers' compensation and need to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: www.faia.com, www.piafl.org, or call (850) 893-8245.

Please be reminded that the furnishing of this information to City of Cooper City is a non-negotiable requirement to perform services for us. Failure to provide this information in a timely manner may result in either termination of your services or delay of payment for services. Your workers' compensation Certificate of Coverage, Workers' Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Purchasing Division located at City Hall, 9090 SW 50th Place, Cooper City, Florida 33328, or emailed to Purchasing@CooperCity.gov

ATTACHMENT J PROOF OF LIABILITY INSURANCE

REQUEST FOR CERTIFICATE(S) OF INSURANCE

Dear Valued Vendor:

It is the City of Cooper City's policy to work only with properly insured companies. Please provide current Certificates of Insurance that include the following minimum coverages:

- Comprehensive General Liability Insurance - $1,000,000 combined single limit of insurance per occurrence and $2,000,000 in the general aggregate for Bodily Injury and Property Damage and $3,000,000 general aggregate for Products/Completed Operations. Comprehensive General Liability insurance shall include endorsements for property damage, personal injury, contractual liability, completed operations, products liability and independent contractor's coverage.

- Workers' Compensation Insurance - Company shall provide coverage for its employees with statutory workers' compensation limits, and no less than $500,000 for Employers' Liability. Said coverage shall include a blanket waiver of subrogation in favor of the City and its agents, employees and officials.

- Comprehensive Automobile Liability Insurance - Company shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than $1,000,000, per occurrence, Combined Single Limits (CSL) or its equivalent.

- Professional Liability (Errors & Omissions) – When applicable to Company's line of work, vendors of professional services shall provide coverage for all claims arising out of the services performed with limits not less than$1,000,000 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit. Company shall either require of its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Bidder's own policies.

No later than fifteen (15) days prior to the commencement of the project, Contractor, at its own expense, shall provide the City with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured on a primary and non-contributory basis for all applicable policies. Additionally, the Contractor shall provide the City with a copy of the certificates of insurance and a copy of the additional insured endorsement reflecting the same insurance coverage for all subcontractors utilized by Contractor.

The City shall be granted a blanket Waiver of Subrogation on all applicable policies, and affirmed on the Certificate of Liability Insurance and the policy endorsement. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.

To ensure compliance, your insurance agent/company must provide your certificate(s) directly to the City. Certificates may be emailed to Purchasing@CooperCity.gov or mailed to City of Cooper City, Attn: Purchasing Division, 9090 SW 50th Place, Cooper City, FL 33328.

Thank you for your prompt attention to this request. If you have any questions, please email the Purchasing Division at Purchasing@CooperCityFL.org, or call 954-434-4300.

ATTACHMENT K OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name	Address	Ownership
		%
		%
		%

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

_____

_____

_____

_____
Signature of Affiant

_____
Print Name

_____
Date

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT L DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, (**print or type name of firm**)

_____

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

_____
Signature of Affiant

_____
Print Name

_____
Date

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT M EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, _____ of _____, attest that all personnel used in
(*Print Name)* *(Company Name)*

the performance of this work have had a criminal background check with a passing grade; and have been drug tested with a passing grade and are legally documented to work in the United States.

_____
Signature of Affiant

_____
Print Name

_____
Date

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT N SCRUTINIZED COMPANIES AFFIDAVIT
(Page 1 of 2)

Certification pursuant to Florida Statute § 287.135 and § 215.473

I,_____, on behalf of,_____

Print Name and Title **Company Name**

certify that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

ATTACHMENT N
(Page 2 of 2)

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____
COMPANY NAME

_____
PRINT NAME

_____
TITLE

_____
SIGNATURE

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT O NON-CONFLICT OF INTEREST STATEMENT
(Page 1 of 2)

A. A. I am the _____of_____
[Insert Title] [Insert Company Name]

with a local office in _____and principal office in_____.

B. The entity hereby submits a proposal/offer in response to **ITB 2023-05-UTL,**

C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

E. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cooper City government.

J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

ATTACHMENT O
(Page 2 of 2)

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment is true and correct at the time of submission.

_____ _____
Signature of Affiant **Date**

_____
Printed Name & Title of Affiant

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT P E-VERIFY FORM
(Page 1 of 3)

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TO BE RETURNED WITH PROPOSAL

Project Name: _____

Project No.: _____

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

ATTACHMENT P
(Page 2 of 3)

c) Should bidder become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

ATTACHMENT P
(Page 3 of 3)

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT Q CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

SUBCONTRACTOR COVERED TRANSACTIONS

(1) The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Cooper City
Sub-Recipient's Name

_____
DEM Contract Number [N/A]

_____
FEMA Project Number [N/A]

ATTACHMENT R BID BOND (5%)

ATTACHMENT S PRODUCT

[THIS ATTACHMENT IS NOT USED FOR THIS PROJECT]

ATTACHMENT T PRODUCT WARRANTY

[THIS ATTACHMENT IS NOT USED FOR THIS PROJECT]

[END OF SECTION]

ATTACHMENT U ARPA AGREEMENT

Agreement Number: Y5181
Unique Identifier Code: FL0061

AMERICAN RESCUE PLAN ACT
CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT

This Agreement is entered into by and between the State of Florida, Division of Emergency Management (the "Division") and Cooper City, City of (the "Non-Entitlement Unit" or "Recipient").

RECITALS

A. Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, §9901) added section 603(a) to the Social Security Act ("ARPA"), which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic ("Fiscal Recovery Funds"); and
B. Following the enactment of ARPA, the U.S. Department of the Treasury ("Treasury" or "Secretary") released formal and informal guidance regarding implementation of ARPA, including the disbursement and expenditure of Fiscal Recovery Funds, including Treasury Interim Final Rule, 31 CFR pt. 35, 2021, attending rule guidance published in the Federal Register, Volume 86, No 93,[1], and informal guidance made publicly available by Treasury, which may be amended, superseded, or replaced during the term of this Agreement ("Treasury Guidance"); and
C. ARPA allocated **$7,105,927,713.00** for making payments to metropolitan cities, non-entitlement units of local government, and counties in Florida, 21% of which is to be paid directly to metropolitan cities in Florida, 59% of which was paid directly to counties in Florida, and 20% of which is to be paid to the State of Florida for distribution to non-entitlement units of local government; and
D. The Secretary disbursed **$5,689,502,590.00** of these funds directly to metropolitan cities and counties; and
E. A remaining balance of **$1,416,425,123.00** was reserved for the State of Florida to disburse to non-entitlement units of local government; and
F. The Division has received these funds from the Secretary through the State of Florida in accordance with the provisions of ARPA; and
G. Pursuant to the provisions of ARPA, the Division is the state entity responsible for disbursing the funds to the Recipient under this Agreement; and
H. The Recipient is fully qualified and eligible to receive this funding in accordance with ARPA for the purposes identified therein.

Therefore, in consideration of the mutual promises, terms and conditions contained herein, the Division and the Recipient agree as follows:

(1) RECITALS. The foregoing recitals are true and correct and are incorporated herein by reference.

(2) TERM. This Agreement shall be effective **upon execution** and shall end on **December 31, 2024**, unless terminated earlier in accordance with the provisions of this Agreement. Upon expiration or termination of this Agreement for any reason, the obligations which by their nature are intended to survive expiration or termination of this Agreement will survive.

(3) FUNDING. The State of Florida, through the Division, will make a disbursement of each non-entitlement unit of local government's allocation based on the list of non-entitlement units published by Treasury and based upon the State's calculation of the Recipient's proportional share of the total population of all non-entitlement units in the State. The total Fiscal Recovery Funds allocation for Recipient under this Agreement is **$17,930,560.00**.

(4) USE OF FISCAL RECOVERY FUNDS
   a. The State, through the Division, will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make an initial disbursement to the non-entitlement

[1] https://www.regulations.gov/document/TREAS-DO-2021-0008-0002 | Federal Register, Vol. 86, No. 93, Pg. 26786 ("Federal Register")

unit of local government of 50% of the total amount allocated to the non-entitlement unit.[2] Not earlier than 12 months from the date upon which the State makes the initial disbursement, the Secretary is expected to release the Second Tranche amount to the State. The State will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make a second disbursement to the non-entitlement unit of local government.

b. Recipients may use payments for any expenses eligible under ARPA Coronavirus State and Local Fiscal Recovery Funds. Payments are not required to be used as the source of funding of last resort.
c. ARPA requires that Fiscal Recovery Funds may only be used to cover expenses incurred by the non-entitlement unit of local government by December 31, 2024[3], such as:
    i. to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
    ii. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the non-entitlement unit of local government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
    iii. for the provision of government services to the extent of the reduction in revenue of such non-entitlement unit of local government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the non-entitlement unit of local government; or
    iv. to make necessary investments in water, sewer, or broadband infrastructure.
d. As specified in the Treasury Guidance, Eligible Use of Fiscal Recovery Funds falls under four categories, including (1) Public Health and Economic Impacts, (2) Premium Pay for Essential Workers, (3) Revenue Loss, and (4) Investments in Infrastructure.
    i. Public Health and Economic Impacts: Examples of eligible uses of Fiscal Recovery Funds under this category include, but are not limited to:
        1. COVID-19 Mitigation and Prevention expenses, such as vaccination programs, medical care, testing, personal protective equipment (PPE), and ventilation improvements;[4]
        2. Medical expenses, including both current expenses and future medical services for individuals experiencing prolonged symptoms and health complications from COVID-19;[5]
        3. Payroll expenses for public safety, public health, health care, human services, and other similar employees, to the extent that their services are devoted to mitigating or responding to COVID-19;[6]
        4. Efforts to remedy the economic impact of the COVID-19 public health emergency on households, individuals, businesses, and state, local, and tribal governments;[7] and
        5. Efforts to remedy pre-existing economic disparities which were exacerbated by the COVID-19 public health emergency.[8]
    ii. Premium Pay: Fiscal Recovery Funds may also be used to provide premium pay to essential workers, per Treasury Guidance's definition of "essential work."[9] Examples of essential workers include, but are not limited to:
        1. Staff at nursing homes, hospitals, and home care settings;
        2. Workers at farms, food production facilities, grocery stores, and restaurants;
        3. Janitors, truck drivers, transit staff, and warehouse workers
        4. Public health and safety staff;
        5. Childcare workers, educators, and other school staff; and

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[2] "First Tranche Amount," American Rescue Plan Act of 2021, H.R. s. 601(b)(7) "Timing"
[3] https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf
[4] See Federal Register, pg. 26790.
[5] *Id.*
[6] *Id.* at. 26791
[7] *Id* at 26791-26797
[8] *Id.*
[9] *Id.* at 26797

6. Social service and human services staff.[10]

iii. Revenue Loss: Recipients may use Fiscal Recovery Funds for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 Public Health Emergency.[11]

iv. Investments in Infrastructure: Treasury Guidance specifies that Fiscal Recovery Funds may be used to improve access to clean drinking water, improve wastewater and stormwater infrastructure systems, and provide access to high-quality broadband services.[12]

e. Additional guidance regarding eligible uses of Fiscal Recovery Funds, as well as impermissible uses (including for pensions or to offset revenue losses from tax reductions) is set forth in Treasury Guidance.

(5) LAWS, RULES, REGULATIONS, AND POLICIES

a. Performance under this Agreement is subject to the applicable provisions of 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" including the cost principles and restrictions on general provisions for selected items of cost.

i. The following 2 CFR policy requirements apply to this assistance listing[13]:

- Subpart B, General provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
- Subpart D, Post Federal; Award Requirements;
- Subpart E, Cost Principles; and
- Subpart F, Audit Requirements.

ii. The following 2 CFR policy requirements also apply to this assistance listing: 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information; and 2 C.F.R. Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 C.F.R. Part 200, Subpart C; 2 C.F.R. § 200.204 (Notices of Funding Opportunities); 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal); 2 C.F.R. § 200.210 (Pre-award costs);and 2 C.F.R. § 200.213 (Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 C.F.R. Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.308 (revision of budget or program plan); 2 C.F.R. § 200.309 (modifications to period of performance); C.F.R. § 200.305 (b)(8) and (9) (Federal Payment).

b. In addition to the foregoing, the Recipient and the Division will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. 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.

(6) NOTICES

a. All notices under this Agreement shall be made in writing to the individuals designated in this paragraph. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the new name, title and contact information of the new representative will be promptly provided to the other party, and no modification to this Agreement is required.

b. In accordance with section 215.971(2), Florida Statutes, the Division's Program Manager will be responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Division's liaison

[10] *Id.*
[11] *Id.* at 26799
[12] *Id.* at 26802
[13] As defined in 2 C.F.R. § 200.1

with the Recipient. As part of his/her duties, the Program Manager for the Division will monitor and document Recipient performance.

c. The Division's Program Manager for this Agreement is:

Erin White
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4458
Email: Erin.White@em.myflorida.com

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

Melissa Shirah
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4455
Email: Melissa.Shirah@em.myflorida.com

e. The contact information of the representative of the Recipient is:

Authorized Representative: Joseph Napoli

Title: City Manager

Address: 9090 SW 50 Place,Cooper City, FL 33328

Telephone: 954-434-4300

Email: jnapoli@coopercityfl.org

(7) PAYMENT

a. In order to obtain funding under this Agreement, the Recipient must file with the Division Program Manager information and documentation, including but not limited to the following:
   i. Local government name, Entity's Taxpayer Identification Number, DUNS number, and address;
   ii. Authorized representative name, title, and email;
   iii. Contact person name, title, phone, and email;
   iv. Financial institution information (e.g., routing and account number, financial institution name and contact information);
   v. Total NEU budget (defined as the annual total operating budget, including general fund and other funds, in effect as of January 27, 2020) or top-line expenditure total (in exceptional cases in which the NEU does not adopt a formal budget);
   vi. Signed Assurances of Compliance with Title VI of the Civil Rights Act of 1964. (Attachment D); and
   vii. Signed Award Terms and Conditions Agreement (Attachment E).

b. Payment requests must include a certification, signed by an official who is authorized to legally bind the Recipient, which reads as follows:

> By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

(8) RECORDS

a. As a condition of receiving state or federal 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 286.011, 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.

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 Florida Statute, 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.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(9) AUDITS

a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 CFR §200.49, "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 must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 CFR §200.50, "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 and strict compliance with this Agreement and with Section 603(c) of the Social Security Act, the Recipient will be held liable for reimbursement to the Secretary of all funds used in violation of these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.

d. The Recipient must 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 must 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 must 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

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

f. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(10) REPORTS

a. The Recipient must provide the Secretary with periodic reports providing a detailed accounting of the uses of such funds by such non-entitlement unit of local government including such other information as the Secretary may require for administration of the Coronavirus Local Fiscal Recovery Fund. Concurrently, Recipients must provide to the Division a copy of the report given to the Secretary.
b. Failure by Recipient to submit all required reports and copies may result in the Division's withholding of further payments until all such documents are submitted to the Division and deemed to be satisfactory.
c. The Recipient must provide additional program updates or information if requested by the Division.

(11) LIABILITY.

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 will 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.

(12) TERMINATION

a. The Division may terminate this Agreement immediately for cause upon written notice to Recipient. Cause includes, but is not limited to, misuse of funds, fraud, non-compliance with ARPA, Treasury Guidance, or other applicable rules, laws and regulations, or failure by the Recipient to afford timely public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes.
b. The Division may terminate this Agreement for convenience upon thirty (30) days' prior written notice to Recipient.
c. In the event this Agreement is terminated, the Recipient must not incur new obligations for the terminated portion of this Agreement after it has received the notification of termination. The Recipient must cancel as many outstanding obligations as possible. Obligations incurred after receipt of the termination notice will be disallowed. The Recipient will not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, if and to the extent permitted by ARPA and Treasury Guidance, withhold payments to the Recipient for the purpose of set-off until the exact amount due the Division from the Recipient is determined and resolved.

(13) MISCELLANEOUS

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 will, 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 must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will 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 is null and void to the extent of the conflict, and is severable, but does 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 will 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. The Recipient must comply with any Statement of Assurances incorporated as Attachment D.
g. 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 thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
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 must be submitted in accordance with section 112.061, Florida Statutes.
k. This Agreement, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.
l. This Agreement may not be modified except by formal written amendment executed by both of the parties.
m. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 603 of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fiscal Recovery Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. 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 will 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 must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.
o. All expenditures of state or federal financial assistance must 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. 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 specific agreement period.

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 Secretary.
r. If the purchase of the asset was consistent with the limitations on the eligible use of Fiscal Recovery Funds provided by ARPA and Treasury Guidance, the Recipient may retain the asset. If such assets are disposed of prior to December 31, 2024, the proceeds would be subject to the restrictions on the eligible use of Fiscal Recovery Funds provided by ARPA.

(14) LOBBYING PROHIBITION

a. 2 CFR §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
b. 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."
c. 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.
d. The Recipient certifies the following:
    i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

    ii. 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 contract, grant, loan or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."
    iii. The Recipient must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose.
    iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. 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.

(15) REQUIRED CONTRACTUAL PROVISIONS

a. EQUAL OPPORTUNITY EMPLOYMENT
    i. In accordance with 41 CFR §60-1.4(b), the Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

    During the performance of this contract, the contractor agrees as follows:

    1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph 1(a)(ii) of this section and the provisions of subparagraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. COPELAND ANTI-KICKBACK ACT

i. The Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

"Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract."

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in subsection b(i) above and such other clauses as the Secretary may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

c. CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract 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.

d. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

"Contractor agrees 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), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA)."

e. SUSPENSION AND DEBARMENT

If the Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that neither the contractor, its principals (defined at 2 CFR § 180.995), nor its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

ii. The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

f. BYRD ANTI-LOBBYING AMENDMENT

If the Recipient enters into a contract using funds authorized by this Agreement, then any such contract must include the following clause:

"Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall 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 shall 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 Recipient."

(16) ATTACHMENTS. The parties agree to, and incorporate as though set forth fully herein, the following exhibits and attachments:

Exhibit 1	Funding Sources
Attachment A	ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification
Attachment B	Certification Regarding Lobbying
Attachment C	Program Statutes and Regulations
Attachment D	Statement of Assurances
Attachment E	Award Terms and Conditions

(17) LEGAL AUTHORIZATION. The Recipient certifies that its governing body has authorized the Recipient's execution of this Agreement and that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement.

RECIPIENT:
Cooper City, City Of

By: Greg Ross

Name and title: Greg Ross, Mayor
Date: August 24, 2024
FEIN : 596022407
DUNS: 024478224

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: Melissa Shirah Digitally signed by Melissa Shirah Date: 2021.09.13 16:20:43 -04'00'
Name and Title: **Kevin Guthrie, Director**
Date: _____

Exhibit 1

Funding Sources

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT, SUBJECT TO SECTION 215.97, FLORIDA STATUTES, CONSIST OF THE FOLLOWING:

State Project -

State awarding agency: Florida Division of Emergency Management
Catalog of State Financial Assistance title: Coronavirus State and Local Fiscal Recovery Funds (CSFRF)
Catalog of Federal Domestic Assistance number: 21.027
Amount of State Funding: **$17,930,560.00**

Attachment A

ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification

I, Greg Ross, am the Authorized Agent of Cooper City, City of ("Recipient") and I certify that:

1. I have the authority on behalf of the Recipient to request fund payments from the State of Florida ("State") for federal funds appropriated pursuant to section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, Title VI (March 11, 2021).

2. I have submitted to the State the Recipient's Total Budget in effect as of January 27, 2020, as defined by the United States Department of the Treasury, the annual operating budget including general fund and other funds.

3. I understand that the State will rely on this certification as a material representation in making grant payments to the Recipient.

4. I acknowledge that the Recipient should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 603(a) of the Social Security Act.

5. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee.

6. I acknowledge that the Recipient has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.

7. I acknowledge and agree that the Recipient shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.

8.I acknowledge that if the Recipient has not obligated the funds it has received to cover costs that were incurred by December 31, 2024, as required by the statute, those funds must be returned to the United States Department of the Treasury.

9. I acknowledge that the Recipient's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 603 of the Social Security Act will be used only to cover those costs that:

a. to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

b. to respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;

c. for the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; or

d. to make necessary investments in water, sewer, or broadband infrastructure.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses during the period that begins on March 3, 2021 and ends on December 31, 2024.

By: Greg Ross
Signature:
Title: Mayor
Date: August 24, 2021

Attachment B

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Recipient, Greg Ross **, certifies, to the best of his or her knowledge that:**

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). 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 Recipient, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By:

Signature:

Title: Mayor

Date: August 24, 2021

Attachment C

Program Statutes and Regulations

42 U.S.C. 801 Social Security Act	Coronavirus State and Local Fiscal Recovery Funds
Title 31, Part 35, Code of Federal Regulations	Treasury Interim Final Rule
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
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
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the 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. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete. and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Mayor
Cooper City, City of

August 24, 2021
Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records. Department of the Treasury. 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address:

Cooper City, City of

Address:

DUNS Number: 024478224

Taxpayer Identification Number: 596032417

Assistance Listing Number: 21.027

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: Cooper City, City of

Authorized Representative:

Title: Mayor

Date signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
   a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records
   a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.
   a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

      v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

      vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

      vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

      viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C.
§§ 4601-4655) and implementing regulations.

      ix. Generally applicable federal environmental laws and regulations.

   c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

      i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and

Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are

determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:
   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Treasury employee responsible for contract or grant oversight or management;
   v. An authorized official of the Department of Justice or other law enforcement agency;
   vi. A court or grand jury; or
   vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR

19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the- job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

[END OF SECTION]

ATTACHMENT V BUY AMERICAN ACT AFFIDAVIT

(Page 1 of 2)

[THIS FORM TO BE COMPLETED IF SEEKING EXCEPTION]

BUY AMERICAN ACT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____.)

I, being duly first sworn state:
That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
  - Availability of the domestic alternative substitute(s) in relation to the quantity ordered
- Reason for exception: limited/lack of availability or price (include price):
  - Price of the domestic product; and
  - Price of the non-domestic product that meets the required specification of the domestic product.

ATTACHMENT V
(Page 2 of 2)

The Respondent agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

_____ _____
Signature of Affiant *Date*

_____
Print Name

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT W PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS AFFIDAVIT

I, _____, being first duly sworn state:

Respondents are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Respondent's social, political, or ideological interests when determining if the Respondent is a responsible Respondent. Respondents are further notified that the City's governing body may not give preference to a Respondent based on the Respondent's social, political, or ideological interests.

_____ _____

Signature of Affiant *Date*

_____

Print Name

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT X COMPLIANCE WITH FOREIGN ENTITY LAWS AFFIDAVIT

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: _____
(print individual's name and title)
for: _____
(print name of entity submitting sworn statement)
whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____.)

The company hereby attests under penalty of perjury the following:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

ATTACHMENT X
(Page 2 of 2)

_____ _____
Signature of Affiant *Date*

_____
Print Name

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

SUMMARY OF TERMS AND CONDITIONS

CONTRACT BETWEEN COOPER CITY AND _____
FOR _____

Project Title:	**Effluent Pump #3 Replacement**
Location:	WWTP located at 11791 SW 49th Street, Cooper City, Florida, 33330
ITB Number:	**2023-05-UTL**
Contract Number:	
Project Number:	

General Contractor:	
Contractor Address:	
Federal Identification No.:	__ - _____

Contract Administrator:	
Contract Administrator Address:	

Consultant:	Hazen and Sawyer
Consultant Address:	4000 Hollywood Blvd, Suite 750 North Hollywood, Florida 33021

Article	Description	Unit
3.2	Substantial Completion	335 Days after the Project Initiation Date in NTP
3.2	Final Completion	30 Days after Substantial Completion
3.3	**[If applicable]** Liquidated Damages for each calendar day after time specified in Notice to Proceed	$2,000 per day
3.3	Liquidated Damages for each calendar day after time specified for Substantial Completion	$2,000 per day
3.3	Liquidated Damages for each calendar day after time specified for Final Completion	$2,000 per day
3.3	**[If applicable]** Liquidated Damages for each calendar day after time specified for interim Milestones (or phase): [Milestones 1, 2, 3, etc.: Division 1, Section _____]	Interim Milestone #1 $_____ per day
		Interim Milestone #2 $_____ per day
		Interim Milestone #3 $_____ per day

Article	Description	Unit
8.4	The Parties designate the following as the respective places for giving of notice:	For City: For Contractor:
42 (General Conditions)	Compensable Excusable Delay for each calendar day beyond the Contract Time.	$365 per day
54 (General Conditions)	☐ County Business Enterprise (CBE) or Small Business Enterprise (SBE) commitment	As awarded _____ %

[END OF SECTION]

AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated this ____ day of_____20____, by and between:

CITY OF COOPER CITY, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50th Place, Cooper City, Florida 33328 ("City)",

and

_____, a _____-----corporation, located at _____, hereinafter "Contractor," who is authorized to do business in the State of Florida.

City and Contractor may each be referred to herein as "party" or collectively as "parties

W I T N E S S E T H

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

PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intensions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon the parties as essential elements of the mutual considerations upon which this Agreement is based.

ARTICLE 1. DEFINITIONS

Whenever the following terms appear in the Contract Documents, the intent and meaning shall be interpreted as follows:

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, including as may be amended from time to time.

1.2. **Bidder** means an entity or individual submitting a bid for this Project, acting directly or through a duly authorized representative.

1.3. **City** means the City Commission of Cooper City, Florida, its successors and assigns.

1.4. **Code** means the City of Cooper City Code of Ordinances.

1.5. **Change Order** means a written document ordering a change in the Contract Price or Contract Time or a material change in the Work.

1.6. **Consultant** means the architect or engineer who has contracted with City of Cooper City or who is an employee of City of Cooper City, and provides professional services for this Project.

1.7. **Contract Administrator** means the Director of Utilities or Assistant Director of Utilities or such other person designated by the Director of Utilities in writing.

1.8. **Contract Documents** means the official documents setting forth bidding information, requirements, and contractual obligations for the Project and includes Articles 1 through 8 of this Agreement, the Contract Supplement, the General Conditions, the Supplemental General Conditions, the Scope of Work, Invitation to Bid, Addenda, Standard Instructions for Vendors, Special Instructions for Vendors, Plans, Drawings, Exhibits, General Requirements, Technical Specifications, Bid Forms, Record of Award by Board, Bonds, Notice of Award, Notice(s) to Proceed, Supplements, Representations and Certifications, Certificates, Project Forms, Closeout Forms, Purchase Order(s), Change Order(s), Field Order(s), Special Provisions, BIM and Electronic Media Submittal Requirements, and any additional documents the submission of which is required by this Project.

1.9. **Contract Price** means the amount established in the bid submittal and award by the Board, as may be amended by Change Order.

1.10. **Contract Time** means the time between commencement and completion of the Work, including any milestone dates thereof, established in Article 3 of this Contract, as may be amended by Change Order.

1.11. **Contractor** means the person, firm, or corporation with whom City of Cooper City has contracted and who is responsible for the acceptable performance of the Work and for the payment of all legal debts or other obligations pertaining to the Work. All references in the Contract Documents to third parties under contract or control of Contractor shall be deemed to be a reference to Contractor.

1.12. **County Business Enterprise** or **CBE** means a small business certified as meeting the applicable requirements of the Broward County Business Opportunity Act of 2012, Section 1-81, of the Code. Unless specified in the Contract Documents, this definition may not apply.

1.13. **Field Order** means a written order that orders minor changes in the Work but which does not involve a change in the Contract Price or Contract Time.

1.14. **Final Completion** means the date certified by Consultant in the Final Certificate of Payment upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by Consultant; any other documents required to be provided by Contractor have been received by Consultant; and to the best of Consultant's knowledge, information and belief, the Work

defined herein has been fully completed in accordance with the terms and conditions of the Contract Documents.

1.15. **Materials** means materials incorporated in this Project or used or consumed in the performance of the Work.

1.16. **Notice(s) to Proceed** means a written notice to Contractor authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.

1.17. **Plans** or **Drawings** means the official graphic representations of this Project that are a part of the Contract Documents.

1.18. **Project** means the construction project described in the Contract Documents, including the Work described therein.

1.19. **Project Initiation Date** means the date upon which the Contract Time commences.

1.20. **Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of the Broward County Business Opportunity Act of 2012, Section 1-81, of the Code. Unless specified in the Contract Documents, this definition may not apply.

1.21. **Subcontractor** means a person, firm, or corporation having a direct contract with Contractor, including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes Materials not so worked.

1.22. **Substantial Completion** means that date, as certified in writing by Consultant and as finally determined by Contract Administrator in its sole discretion, on which the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and City of Cooper City or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy (or a Temporary Certificate of Occupancy ("TCO") or other alternate municipal/ City of Cooper City authorization for limited or conditional occupancy acceptable to the Contract Administrator) must be issued for Substantial Completion to be achieved; however, the issuance of a Certificate of Occupancy will not, by itself, constitute the achievement or date of Substantial Completion.

1.23. **Surety** means the surety company or individual that is bound by the performance bond and payment bond with and for Contractor who is primarily liable for satisfactory performance of the Work, and which surety company or individual is responsible for Contractor's satisfactory performance of the Work under this Contract and for the payment of all debts and other obligations pertaining thereto in accordance with Section 255.05, Florida Statutes.

1.24. **Work** means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment, and

services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 2. SCOPE OF WORK

Contractor hereby agrees to furnish all of the labor, materials, equipment, services, and incidentals necessary to perform all of the Work described in the Contract Documents for the Project.

ARTICLE 3. CONTRACT TIME

3.1. Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by City's Finance Director or designee and two or more Notices to Proceed issued by the Contract Administrator. The first Notice to Proceed and Purchase Order will not be issued until Contractor's submission to City of Cooper City of all required documents and after execution of this Contract by both Parties. Preliminary Work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for permitting, and performance of Work that does not require permits, shall commence within ten (10) days after the date of the first Notice to Proceed. Contractor shall have ten (10) days after receipt of signed and sealed contract Drawings from Consultant to apply for construction permits to the applicable permitting authority. Issuance of all permits by the permitting authority shall be a condition precedent to the issuance of a second Notice to Proceed for all additional Work. Except for the reimbursement of permit application fees, impact fees, and performance and payment bond premiums as may be provided in the Contract Documents, Contractor shall not be entitled to compensation of any kind during the permitting process. The Work to be performed pursuant to the second Notice to Proceed shall commence within ten (10) days after the Project Initiation Date specified in the second Notice to Proceed.

3.2. Time is of the essence for each Party's performance under this Contract. Contractor must obtain Substantial Completion of the Work within 335 calendar days after the Project Initiation Date specified in the second Notice to Proceed, and Final Completion within 30 calendar days after Substantial Completion.

3.3. Upon failure of Contractor to obtain Substantial Completion within the deadline stated in Section 3.2, as extended by any approved time extensions, Contractor shall pay to City of Cooper City the sum of one thousand dollars ($2,000) for each day after the deadline for Substantial Completion, as extended by any approved time extensions, until Substantial Completion is obtained. After Substantial Completion, should Contractor fail to complete the remaining Work within the deadline stated in Section 3.2, as extended by approved time extensions thereof, Contractor shall pay to City of Cooper City the sum of one thousand dollars ($2,000) for each day after the deadline for Final Completion, as extended by any approved extensions, until Final Completion is obtained. These amounts are not penalties but are liquidated damages to City of Cooper City for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the

Parties based on (1) a mutual recognition of the impossibility of precisely ascertaining the amount of damages that will be sustained by City of Cooper City as a consequence of Contractor's failure to timely obtain Substantial Completion; and (2) both Parties' desire to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete this Contract on time. These liquidated damages shall apply separately to each portion of the Project for which a deadline for completion is given.

3.4. City of Cooper City may deduct liquidated damages from monies due to Contractor for the Work under this Contract or as much thereof as City of Cooper City may, in its sole discretion, deem just and reasonable.

3.5. Contractor shall reimburse City, in addition to liquidated damages, for all costs incurred by Consultant in administering the construction of the Project beyond the completion dates specified above, as extended by any approved time extensions. Consultant construction administration costs shall be in the amounts set forth in the contract between City of Cooper City and Consultant, a copy of which is available upon request of the Contract Administrator. All such costs shall be deducted from the monies due Contractor for performance of Work under this Contract by means of unilateral credit Change Orders issued by City of Cooper City as costs are incurred by Consultant and agreed to by City.

ARTICLE 4. CONTRACT PRICE

4.1. ☐ This is a Unit Price Contract:*

4.1.1. City of Cooper City shall pay to Contractor the amounts determined for the total number of each of the units of Work completed at the unit price stated in the Contract Price. The number of units contained in this schedule is an estimate only, and final payment shall be made for the actual number of units incorporated in or made necessary by the Work covered by the Contract Documents.

4.1.2. Payment shall be made at the unit prices applicable to each integral part of the Work. These prices shall be full compensation for all costs, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown, or both, in the Contract Documents. The cost of any item of Work not covered by a specific Contract unit price shall be included in the Contract unit price or lump sum price to which the item is most applicable.

4.2. ☒ This is a Lump Sum Contract:*

4.2.1. City of Cooper City shall pay Contractor the Contract Price for the performance of the Work described in the Contract Documents.

4.2.2. Payment shall be at the lump sum price stated in this Contract. This price shall be full compensation for all costs, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown,

or both, in the Contract Documents. The cost of any item of Work not covered by a specific Contract lump sum should be included in the lump sum price to which the item is most applicable.

*Note: Only the subsections corresponding to any checked box in this Article 4 will apply to this Contract. Some Projects include both unit prices and lump sums, in which case both subsections shall apply as appropriate depending upon the type of Work being performed by Contractor and approved by City.

ARTICLE 5. PROGRESS PAYMENTS

5.1. Contractor may make an application for payment ("Application for Payment"), at intervals of not more than once a month, for Work completed during the Project. Contractor shall, where the Project involves CBE or SBE Subcontractors, make Application for Payment, at monthly intervals, for Work completed by such Subcontractors during the Project. Contractor's applications shall show a complete breakdown of the Project components, the quantities completed, and the amount of payment sought, together with such supporting evidence as may be required by Consultant or Contract Administrator. Contractor shall submit with each Application for Payment: an updated progress schedule acceptable to Consultant as required by the Contract Documents; a Certification of Payments to Subcontractors Form (Form 9); a statement indicating the cumulative amount of CBE or SBE participation to date; and a release of claims relative to the Work that was the subject of previous applications or consent of surety relative to the Work that is the subject of the Application for Payment. If Contractor has not made payment to a Subcontractor, the Certification of Payments to Subcontractors Form shall be accompanied by a copy of the notification sent to each Subcontractor (listed in Item 2 of the Form) to whom payment has not been made, explaining the good cause why payment was not made. When applicable, an Application for Payment shall be accompanied by a completed Statement of Wage Compliance Form (Form 8A or 8B). Each Application for Payment shall be submitted in triplicate to Consultant for approval as follows:

CONSULTANT _____ with a copy to:

CONTRACT ADMINISTRATOR_____

All Applications for Payment shall be stamped as received on the date on which they are delivered in the manner specified above. Payments of Applications for Payment shall be subject to approval as specified hereinbefore, and if approved shall be due twenty-five (25) business days after the date on which the Application for Payment is stamped received. At the end of the twenty-five (25) business days, Contractor may send the Contract Administrator an overdue notice. If the Application for Payment is not rejected within four (4) business days after delivery of the overdue notice, the Application for Payment shall be deemed accepted, except for any portion of the Application for Payment that City of Cooper City determines to be fraudulent or misleading. If the Application for Payment does not meet the requirements of this Contract, City of Cooper City shall reject the Application for Payment within twenty (20) business days

after the date stamped received and said rejection shall specify the deficiency and the action necessary to cure that deficiency. If Contractor submits a request that corrects the deficiency, the corrected Application for Payment must be paid or rejected within ten (10) business days after the corrected Application for Payment is stamped as received. Any dispute between City of Cooper City and Contractor shall be resolved by the Florida Statute 218.735 subject to the process and time frames for payment set forth above. For all other disputes related to payment, the dispute shall be resolved pursuant to the dispute resolution procedure set forth in Article 12 of the General Conditions.

5.2. City of Cooper City may withhold retainage on each progress payment as set forth in Section 255.078, Florida Statutes, as may be amended during this Contract. Any reduction in retainage below the maximum amount set forth in Section 255.078, Florida Statutes, shall be at the sole discretion of the Contract Administrator, as may be recommended by Consultant. Any interest earned on retainage shall accrue to the benefit of City.

5.3. Notwithstanding any provision of this Contract to the contrary, City of Cooper City may withhold payment, in whole or in part, in accordance with Applicable Law, or to such extent as may be necessary to protect itself from loss on account of:

5.3.1 Inadequate or defective Work not remedied.

5.3.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City of Cooper City relating to Contractor's performance.

5.3.3 Failure of Contractor to make payments properly to Subcontractors or for material or labor.

5.3.4 Damage to another contractor not remedied.

5.3.5 Liquidated damages and costs incurred by Consultant for extended construction administration.

5.3.6 Failure of Contractor to provide documents required by the Contract Documents.

When the above grounds are removed or resolved to the satisfaction of the Contract Administrator, any withheld payment shall be made to the extent otherwise due.

5.4 Invoices shall be emailed MONTHLY to Accountspayable@CooperCity.gov or sent via US Mail to City of Cooper City, 9090 SW 50th Place, Cooper City, FL 33328. All invoices must reference the applicable Work Authorization and/or Bid number.

ARTICLE 6. ACCEPTANCE AND FINAL PAYMENT

6.1. Upon receipt of written notice from Contractor that the Work is ready for final inspection and acceptance, Consultant shall conduct an inspection within ten (10) days. If

Consultant and Contract Administrator find that the Work is acceptable; that the requisite documents have been submitted; that the requirements of the Contract Documents are fully satisfied; and that all conditions of the permits and regulatory agencies have been met, a Final Certificate of Payment (Form 11) shall be issued by Consultant, under its signature, stating that the requirements of the Contract Documents have been performed and that the Work is ready for acceptance under the terms and conditions of the Contract Documents.

6.2. Before issuance of the Final Certificate for Payment, Contractor shall deliver to Consultant the following Final Payment Package: a complete release of all claims arising out of this Contract, or receipts in full in lieu thereof; an affidavit certifying that all suppliers and Subcontractors have been paid in full and that all other indebtedness and financial obligations connected with the Work have been paid, or, in the alternative, a consent of the Surety to final payment on Contractor's behalf; the final corrected as-built Drawings; and the final bill of Materials, if required, and the final Application for Payment. This Final Payment Package must include the certification document titled Final List of Non-Certified Subcontractors and Suppliers (Form 13), which must be signed and notarized by Contractor. A list of all noncertified Subcontractors and suppliers used must be attached to this certified document.

6.3. If, after Substantial Completion, Final Completion is materially delayed through no fault of Contractor, and Consultant so certifies, City of Cooper City shall, upon certification of Consultant, and without terminating this Contract, make payment of the balance due for any portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, but it shall not constitute a waiver of claims.

6.4. Final payment shall be made only after the Board or Director of Purchasing, as applicable, has reviewed a written evaluation of the performance of Contractor prepared by the Contract Administrator and has approved the final payment. The acceptance of final payment shall constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the General Conditions and identified by Contractor as unsettled at the time of the application for final payment.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1. Representation of Authority. Contractor represents and warrants that this Contract constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Contract constitutes a breach of any agreement that Contractor has with any third party or violates Applicable Law. Contractor further represents and warrants that execution of this Contract is within Contractor's legal powers, and each individual executing this Contract on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

7.2. Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor's proposal, bid, or other supporting documents submitted to City of Cooper City in connection with the solicitation, negotiation, or award of

this Contract, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Contractor executes this Contract, unless otherwise expressly disclosed in writing by Contractor.

7.3. Contingency Fee. Contractor represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

7.4. Public Entity Crimes. Contractor represents that it is familiar with the requirements and prohibitions of the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Contract will not violate that Act. In addition to the foregoing, Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime," regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

7.5. Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor further represents that it is not, and for the duration of the Contract will not be, ineligible to contract with City of Cooper City on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of this Contract will remain, in compliance with Section 286.101, Florida Statutes.

7.6. Claims Against Contractor. Contractor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Contract, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under this Contract, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

7.7. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Contract will not violate that statute. If Contractor violates this section, City of Cooper City may immediately terminate this Contract for cause and Contractor shall be liable for all costs incurred by City of Cooper City due to the termination.

7.8. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Work

and that each person and entity that will perform or provide Work is duly qualified to perform such Work by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such Work. Contractor represents and warrants that the Work shall be performed in a skillful and respectful manner, and that the quality of all such Work shall equal or exceed prevailing industry standards for such Work.

7.9. Truth-In-Negotiation Representation. Contractor's compensation under this Contract is based upon its representations to City, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including without limitation those made by Contractor during the negotiation of this Contract, are accurate, complete, and current as of the date Contractor executes this Contract. Contractor's compensation may be reduced by City, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to City of Cooper City as the basis for Contractor's compensation in this Contract.

7.10. Prohibited Telecommunications Equipment. Contractor represents and certifies that Contractor and all Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that Contractor and all Subcontractors shall not provide or use such covered telecommunications equipment, system, or services at any time during the term of this Contract.

7.11. Criminal History Screening Practices. In addition to any City Code or policy, Contractor represents and certifies that Contractor will also comply with Section 26-125(d) of the Broward County Code for the duration of the Contract.

7.12. Breach of Representations. Contractor acknowledges that City of Cooper City is materially relying on the representations, warranties, and certifications of Contractor stated in this article, and City of Cooper City shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Contract without any further liability to Contractor; (c) set off from any amounts due Contractor the full amount of any damage incurred; and (d) debarment of Contractor.

ARTICLE 8. MISCELLANEOUS

8.1. Contract Documents and Priority of Provisions. In the event of any conflict between the terms contained in this Contract and those contained in a Contract Supplement, the terms of such Contract Supplement shall prevail. Furthermore, in the event of any conflict between the terms of the General Conditions included in this Contract and those contained in any General Supplemental Provisions, the terms of such General Supplemental Provisions shall prevail. In addition, anything shown on the drawings and not mentioned in the specifications or

mentioned in the specifications and not shown on the drawings, shall have the same effect as if shown or mentioned respectively in both. In the event of a conflict among the Contract Documents, Contractor shall provide the latest, most stringent, and more technical requirement(s), including, but not limited to, the requirements setting forth the better quality or greater quantity.

Notwithstanding the forgoing, the following priority of provisions shall apply in the event of a conflict:

First Priority:	Approved Change Orders, Addendums, or Amendments
Second Priority:	Technical Specifications
Third Priority:	Supplemental Conditions or Special Terms
Fourth Priority:	General Terms and Conditions
Fifth Priority:	Contract
Sixth Priority:	Solicitation documents
Seventh Priority:	Contractor's response to solicitation documents

8.2. Independent Contractor. Contractor is an independent contractor under this Contract. Work provided by Contractor pursuant to this Contract shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees, or agents of City. This Contract shall not constitute or make the Parties a partnership or joint venture.

8.3. Third-Party Beneficiaries. Neither Contractor nor City of Cooper City intends to directly or substantially benefit a third party by entering into this Contract. Therefore, the Parties agree that there are no third-party beneficiaries to this Contract (other than Consultant to the extent this Contract expressly provides Consultant with specific rights or remedies).

8.4. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Contract, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR CITY:
City of Cooper City_____
Attn: _____Ryan Eggleston, City Manager _____
9090 SW 50th Place
Cooper City, Florida 33328
Email address: ____reggleston@coopercity.gov_____
With a copy to:
Attn: Jacob Horowitz, City Attorney
3099 East Commercial Boulevard, Suite 200

Fort Lauderdale, Florida 33308
Email address: JHorowitz@gorencherof.com

FOR CONTRACTOR:
_____
_____
_____
Email address: _____

8.5. Assignment. Neither this Contract nor any interest herein or proceeds hereof shall be assigned, transferred, or encumbered without the written consent of the other party, and Contractor shall not subcontract any portion of the Work required by this Contract except as authorized by Article 28 of the General Conditions. Any attempted assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, and shall constitute a breach of this Contract. City of Cooper City reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to City of Cooper City to reasonably compensate it for the performance of any such due diligence.

8.6. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Contract was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and is, therefore, a material term.

8.7. No Waiver. City's failure to enforce any provision of this Contract shall not be deemed a waiver of its right or power to enforce such provision or a modification of this Contract. The failure to assert a breach of a provision of this Contract shall not be deemed a waiver of such breach or of any subsequent breach, nor shall it be construed to be a modification of the terms of this Contract.

8.8. Severability. If any part of this Contract is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Contract and the balance of this Contract shall remain in full force and effect.

8.9. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for such litigation shall be exclusively in such state courts, forsaking any other jurisdiction that either party may claim by virtue of its residency or other jurisdictional device. **EACH PARTY HEREBY EACH EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL**

SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION. CONTRACTOR, PURSUANT TO ARTICLE 28 OF THE GENERAL CONDITIONS, SHALL SPECIFICALLY BIND ALL SUBCONTRACTORS TO THE PROVISIONS OF THIS SECTION.

8.10. Amendments. Unless otherwise expressly authorized herein, no modification, amendment, or alteration of any portion of this Contract shall be effective unless contained in a written document executed with the same or similar formality as this Contract by duly authorized representatives of City of Cooper City and Contractor.

8.11. Prior Agreements. The Contract is the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Contract or the Contract Documents are contained herein.

8.12. Compliance with Laws. Contractor and the Work must comply with all Applicable Law, including, but not limited to, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

8.13. **[THIS SUB-ARTICLE IS NOT APPLICABLE TO THIS CONTRACT]** Workforce Investment Program. This Contract constitutes a "Covered Contract" under the Broward Workforce Investment Program, Broward County Administrative Code Section 19.211 ("Workforce Investment Program"). Contractor affirms it is aware of the requirements of the Workforce Investment Program and agrees to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth therein, including by (a) publicly advertising any vacancies that are the direct result of this Contract (whether those vacancies are with Contractor or Subcontractor) exclusively with CareerSource Broward for at least five (5) business days and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Contract. Until at least one year after the conclusion of this Contract, Contractor shall maintain and make available to City of Cooper City upon request all records documenting Contractor's compliance with the requirements of the Workforce Investment Program, and shall submit the required Workforce Investment Reports to the Contract Administrator annually by January 31 and within thirty (30) days after the expiration of termination of this Contract. Failure to demonstrate good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal shall constitute a material breach of this Contract.

8.14. Additional Security Requirements. Contractor certifies and represents that it will comply with the security requirements of the City and as mandated by the Federal and State governments for treatment plant facilities.

8.15. Federally Funded Contracts. Contractor certifies and represents that it will comply with the Federally Funded Contract Requirements attached hereto as Attachment U (ARPA Agreement).

8.16. Drug-Free Workplace. Pursuant to Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has and will maintain a drug-free workplace program throughout the duration of this Contract.

8.17. Polystyrene Food Service Articles. Contractor shall not sell or provide for use on City property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, etc.

8.18. Regulatory Capacity. Notwithstanding the fact that City of Cooper City is a political subdivision with certain regulatory authority, City's performance under this Contract is as a Party to this Contract and not in its regulatory capacity. If City of Cooper City exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to City's regulatory authority as a governmental body separate and apart from this Contract, and shall not be attributable in any manner to City of Cooper City as a party to this Contract.

8.19. **[THIS SUB-ARTICLE IS NOT APPLICABLE TO THIS CONTRACT]** Construction Apprenticeship Program. If this Contract is a construction contract as defined in Section 26-9 of the Code, Contractor represents and certifies that it shall at all times comply with the requirements of the Construction Apprenticeship Program as set forth in Sections 26-8 through 26-11 of the Code.

8.20. Interpretation. The titles and headings in the Contract Documents are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. All personal pronouns shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to the Contract as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article, such reference is to the section or article as a whole, including the subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by City of Cooper City shall require approval in writing, unless otherwise expressly stated.

8.21. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Contract by reference. The attached Exhibits are incorporated into and made a part of this Contract.

8.22. Fiscal Year. The continuation of this Contract beyond the end of any City of Cooper City fiscal year is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

8.23. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Contract, nothing herein is intended to serve as a waiver of sovereign immunity by City of Cooper City nor shall anything included herein be construed as consent by City of Cooper City to be sued by third parties in any matter arising out of this Contract.

8.24. Counterparts and Multiple Originals. This Contract may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS OF THE FOREGOING, the Parties hereunto set their hands and seals on dates written below.

CITY OF COOPER CITY, a Florida Municipal Corporation

BY: _____
Ryan Eggleston

CITY MANAGER

ATTEST:

BY: _____
CITY CLERK

BY: _____
GREG ROSS
MAYOR

APPROVED AS TO LEGAL FORM:

BY: _____
CITY ATTORNEY

WITNESSED BY: _____

_____
Signature

BY: _____
(Florida Corporation or LLC)

Name: _____

Title: _____

_____
Print Name

STATE OF _____

COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared _____, as _____ of _____ , and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of

_____, as _____ of _____, and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this _____ day of _____, 20_____.

_____
NOTARY PUBLIC

_____
PRINT OR TYPE NAME

My Commission Expires: _____

[END OF PAGE]

CONTRACT SUPPLEMENT

[THIS SUPPLEMENT IS NOT APPLICABLE TO THIS CONTRACT]

[DELETE THIS PAGE IF NOT APPLICABLE]

The following deviations are incorporated herein and made a part of this Contract, revising the respective article and section as noted below.

Coding: Words in ~~strikethrough~~ type are deletions from existing text. Words in <u>underlined</u> text are additions to existing text.

FORM 1: PERFORMANCE BOND

Project Name: Effluent Pump #3 Replacement
Project Number: ITB 2023-05-UTL

BY THIS BOND, We _____, as Principal, hereinafter called Contractor, located at _____, with a phone number of _____, and _____, as Surety, located at _____, with a phone number of _____, under the assigned Bond Number _____, are bound to Broward County, Florida, as Obligee, hereinafter called County, located at _____, with a phone number of _____, in the amount of _____ Dollars ($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement dated the _____ day of _____, 20__, entered into a Contract, Bid/Contract No. _____, with County, the terms of which contract (including the Contract Documents, as those are defined in the contract) are incorporated by reference herein and made a part hereof as the "Contract," which includes any and all provisions for liquidated damages, and other damages identified.

THE CONDITION OF THIS BOND is that if Contractor:

1) Performs the Contract between Contractor and City of Cooper City for construction of _____, in the time and manner prescribed in the Contract; and

2) Pays City of Cooper City all losses, liquidated damages, expenses, costs and attorneys' fees including appellate proceedings, that City of Cooper City sustains as a result of default by Contractor under the Contract; and

3) Performs the guaranties of all Work (as defined in the Contract) and materials furnished under the Contract for the time specified in the Contract, then THIS BOND IS VOID; OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by City of Cooper City to be, in default under the Contract, with City of Cooper City having performed its obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

a) Complete the required performance in accordance with the terms and conditions of the Contract Documents; or

b) Obtain a bid or bids for completing the Project in accordance with the terms and conditions of the Contract Documents, and upon determination by Surety of the lowest responsible Bidder, or, if City of Cooper City elects, upon determination by City of Cooper City and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and City of Cooper City on the same terms and conditions as the Contract Documents unless

otherwise agreed by County, and shall make available as Work progresses sufficient funds to pay the cost of completion of the Work required by the Contract in an amount less but not exceeding the balance of the Contract Price , which amount shall include other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by City of Cooper City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City of Cooper City to Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation other than City of Cooper City named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20__.

ATTEST:

_____
Corporate Secretary or other
person authorized to attest

_____
Print Name

(CORPORATE SEAL OR NOTARY)

CONTRACTOR

By: _____
Authorized Signer

_____
Print Name and Title

_____ day of _____, 20__

IN THE PRESENCE OF:

_____
Signature

_____
(Print Name)

_____
Signature

SURETY:

By _____
Agent and Attorney-in-Fact

_____
(Print/Type Name)

Address: _____
(Street)

_____
(City/State/Zip Code)

Telephone No.: _____

FORM 2: PAYMENT BOND

Project Name: Effluent Pump #3 Replacement
Project Number: ITB 2023-05-UTL

KNOW ALL BY THESE PRESENTS:

That we _____, as Principal (hereinafter called "Contractor"), located at _____, with a phone number of _____, and _____, as Surety, located at _____, with a phone number of _____, under the assigned Bond Number _____ and pursuant to Section 255.05, Florida Statutes, are bound to B City of Cooper City, Florida (hereinafter "City"), as Obligee, located at _____, with a phone number of _____, in the amount of _____ Dollars ($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement dated the ___ of _____, 20__, entered into a Contract, Bid/Contract No. _____, with City for construction of _____ located at _____, the terms of which contract (including the Contract Documents, as those are defined in the contract) are incorporated by reference herein and made a part hereof as the "Contract."

THE CONDITION OF THIS BOND is that if Contractor:

1. Pays City all losses, damages, expenses, costs and attorneys' fees including appellate proceedings, that City sustains because of default by Contractor under the Contract; and

2. Promptly makes payments to all claimants as defined by Florida Statute Section 255.05(1) for all labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract;

THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

A. A claimant, except a laborer, who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work (as defined in the Contract), furnish to Contractor a notice that he or she intends to look to the bond for protection.

B. A claimant who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to Contractor and to the Surety,

written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

C. No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding conditions (A) and/or (B), as applicable, have been given.

D. Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Sections 255.05(2) and 255.05(10), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect the Surety's obligation under this Bond.

Signed and sealed this ____ day of _____, 20__.

ATTEST:

_____
Corporate Secretary or other
person authorized to attest

_____
Print Name

(CORPORATE SEAL OR NOTARY)

CONTRACTOR

By: _____
Authorized Signer

_____
Print Name and Title

_____ day of _____, 20__

IN THE PRESENCE OF:

_____
Signature

_____
(Print Name)

_____
Signature

_____
(Print Name)

SURETY:

By _____
Agent and Attorney-in-Fact

_____
(Print/Type Name)

Address: _____
(Street)

_____
(City/State/Zip Code)

Telephone No.: _____

FORM 3: CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and Payment Bonds; that _____, who signed the Bond(s) on behalf of the Principal, was then _____ of said corporation; that I know his/her signature; that his/her signature thereto is genuine; and that said Bond(s) was (were) duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

_____ (Seal) as Secretary of

_____
(Name of Corporation)

(SEAL)

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me, by means of ☐physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

(NOTARY SEAL)

My commission expires:

FORM 4: FORM OF CERTIFICATE AND AFFIDAVIT FOR BONDS $500,000.00 OR LESS

TO: CITY OF COOPER CITY
RE: BID NUMBER: _____

BIDDER: _____

Name: _____

Address: _____

_____

Phone: _____

AMOUNT OF BOND: _____

SURETY BOND COMPANY:

Name: _____

Address: _____

_____

Phone: _____

This is to certify that, in accordance with Section 287.0935, Florida Statutes, the insurer named above:

(1) Is licensed to do business in the State of Florida;

(2) Holds a certificate of authority authorizing it to write surety bonds in the State of Florida;

(3) Has twice the minimum surplus and capital required by the Florida Insurance Code;

(4) Is otherwise in compliance with the provisions of the Florida Insurance Code; and

(5) Currently holds a valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. §§ 9304-9308.

_____ _____
(Date Signed) Agent and Attorney-in-Fact

(continued on next page)

AFFIDAVIT

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me, by means of ☐physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

(NOTARY SEAL)

My commission expires:

FORM 5: UNCONDITIONAL LETTER OF CREDIT
(PERFORMANCE AND PAYMENT GUARANTY) FORM

UNCONDITIONAL LETTER OF CREDIT

Date of Issue _____
Issuing Bank's No. _____

Beneficiary:
City of Cooper City,
9090 SW 50th Place
Cooper City, FL 33328

Applicant: _____
Amount: _____
(in United States Funds)
Expiry: _____
(Date)
Bid/Contract Number _____

We hereby authorize you to draw on (Bank, Issuer Name) at (Branch Address) by order of and for the account of (Contractor, Applicant, Customer) up to an aggregate amount, in United States Funds, of $(Dollar Amount) available by your drafts at sight, accompanied by: A signed statement from the City Manager of City of Cooper City, or the City Manager's authorized representative that the drawing is due to default in performance of certain obligations on the part of (Contractor, Applicant, Customer) agreed upon by and between City of Cooper City and (Contractor, Applicant, Customer) pursuant to the Bid/Contract No. for (Name of Project) and Section 255.05, Florida Statutes. Drafts must be drawn and negotiated not later than (expiration date). Drafts must bear the clause: "Drawn under Letter of Credit No. (number), of (Bank Name) dated_____."

This Letter of Credit shall be renewed for successive periods of one (1) year each unless we provide the City Manager of Cooper City with written notice of our intent to terminate the credit herein extended, which notice must be provided at least thirty (30) days prior to the expiration date of the original term hereof or any renewed one (1) year term. Notification to City of Cooper City that this Letter of Credit will expire prior to performance of Contractor's obligations will be deemed a default.

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified or amplified by reference to any documents, instrument, or agreement referred to herein or in which this Letter of Credit is referred to or this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this Letter of Credit that such drafts will be duly honored upon presentation to the drawee.

Obligations under this Letter of Credit shall be released one (1) year after the final completion of the Project by the _____(Contractor, Applicant, Customer)_____.

This Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce (2007 revision), Publication No. 600 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

_____

Authorized Signature

FORM 6: MONTHLY (CBE/SBE) UTILIZATION REPORT

[THIS FORM IS NOT APPLICABLE TO THIS PROJECT]

BROWARD COUNTY FLORIDA

MONTHLY (CBE) UTILIZATION REPORT

Report No.____

Contract #:	**Contract Amount:**	**Date Form Submitted:**	
Project Description:		**Project Completion Date:**	
Prime Contractor:		**Period Ending:**	**Amt. Paid to Prime:**
Contact Person:		**Telephone#:** ( )	**Fax#:** ( )

SUBCONTRACTING INFORMATION

TO BE SUBMITTED TO BROWARD COUNTY OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

CBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of work Completed to Date	Amount Paid This Period	Amount Paid To Date
			Total Amount Paid to Subcontractors to Date:				

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

Signature: **Title:** **Date:**

Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

OESBD Compliance Form 2009-MUR

FORM 7: FINAL (CBE/SBE) UTILIZATION REPORT

[THIS FORM IS NOT APPLICABLE TO THIS PROJECT]

BROWARD COUNTY FLORIDA

FINAL (CBE) UTILIZATION REPORT

Report No._____

Contract #:	**Contract Amount:**	**Date Form Submitted:**	
Project Description:		**Project Completion Date:**	
Prime Contractor:		**Period Ending:**	**Amt. Paid to Prime:**
Contact Person:		**Telephone#:** ( )	**Fax#:** ( )

SUBCONTRACTING INFORMATION

TO BE SUBMITTED TO BROWARD COUNTY OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

CBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of work Completed to Date	Amount Paid This Period	Amount Paid To Date
		Total Amount Paid to Subcontractors to Date:					

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

Signature: | **Title:** | **Date:**

Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

OESBD Compliance Form 2009-MUR-F

FORM 8A: STATEMENT OF COMPLIANCE (PREVAILING WAGE RATE)
[THIS FORM IS NOT APPLICABLE TO THIS PROJECT]

No. _____
Contract No. _____
Project Title _____

The undersigned Contractor hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by Section 26-5 of the Broward County Code of Ordinances and the applicable conditions of the Contract.

Dated _____, 20__

_____
Contractor

By_____
(Signature)

By_____
(Name and Title)

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me, by means of ☐physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

(NOTARY SEAL)

My commission expires:

FORM 8B: STATEMENT OF COMPLIANCE (DAVIS-BACON ACT)
[THIS FORM IS NOT APPLICABLE TO THIS PROJECT]

No. _____
Contract No. _____
Project Title _____

The undersigned Contractor hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by the Davis-Bacon Act and the applicable conditions of the Contract.

Dated _____, 20__

_____
Contractor

By_____
(Signature)

By_____
(Name and Title)

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me, by means of ☐physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

(NOTARY SEAL)

My commission expires:

FORM 9: CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

Contract No. _____
Project Title _____

The undersigned Contractor hereby swears under penalty of perjury that:

1. Contractor has paid all Subcontractors all undisputed contract obligations for labor, services, or materials provided on this Project within the time period set forth in Sections 218.73 and 218.735, Florida Statutes, as applicable.

2. The following Subcontractors have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form:

Subcontractor Name and Address	Date of Disputed Invoice	Amount in Dispute

Dated _____, 20__ _____
Contractor

By_____
(Signature)

By_____
(Name and Title)

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me, by means of ☐physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

(NOTARY SEAL)

My commission expires:

FORM 10: CERTIFICATE OF SUBSTANTIAL COMPLETION

Contract No. _____
Project (Name and Address): _____
To City of Cooper City: _____
Consultant: _____
Contractor: _____
Notice to Proceed Date: _____
Date of Issuance: _____

Project or Designated Portion Shall Include:
_____
_____
_____

The Work performed under this Contract has been reviewed and found to be substantially complete and all documents required to be submitted by Contractor under the Contract Documents have been received and accepted.

The date of Substantial Completion of the Project or portion thereof designated above is recommended as: _____

> Unless otherwise defined in the contract, the definition of date of Substantial Completion is that date, as certified in writing by Consultant and as finally determined by Contract Administrator in its sole discretion, on which the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents, such that all conditions of permits and regulatory agencies have been satisfied and the Owner or its designee can enjoy use or occupancy and can use or operate the Project in all respects for its intended purpose. A Certificate of Occupancy (or a Temporary Certificate of Occupancy or other alternate municipal/City authorization for limited or conditional occupancy acceptable to the Contract Administrator) must be issued for Substantial Completion to be achieved; however, the issuance of a Certificate of Occupancy or the date thereof does not constitute Substantial Completion.

A list of items to be completed or corrected that has been prepared by Consultant and approved by City of Cooper City is attached hereto. The failure to include any items on such list does not alter the responsibility of Contractor to complete all work in accordance with the Contract Documents.

_____	_____	_____
Consultant	By	Date

In accordance with the terms of the Contract, Contractor will complete or correct the work on the list of items attached hereto within _____ from the above date of Substantial Completion.

_____	_____	_____
Contractor	By	Date

City of Cooper City, through the Contract Administrator, has determined the Work or portion thereof designated by City of Cooper City is substantially complete and will assume full possession thereof at (time) _____ on _____ (date) _____.

CITY OF COOPER CITY:	_____	_____
	By Contract Administrator	Date

The responsibilities of City of Cooper City and Contractor for security, maintenance, heat, utilities, damage to the work and insurance shall be as follows: _____

_____

_____

_____

_____

FORM 11: FINAL CERTIFICATE OF PAYMENT

Contract No. _____
Project (Name and Address): _____
To City of Cooper City: _____
Consultant: _____
Contractor: _____
Notice to Proceed Date: _____
Consultant: _____
Date of Issuance: _____

All conditions or requirements of any permits or regulatory agencies have been satisfied. The documents required pursuant to the terms and conditions of the Contract, and the final bill of materials, if required, have been received and accepted. The Work required by the Contract Documents has been reviewed and the undersigned certifies that the Work, including minor corrective work, has been completed in accordance with the provision of the Contract Documents and is accepted under the terms and conditions thereof.

_____ _____ _____
Consultant By Date

City, through its Contract Administrator, accepts the Work as fully complete and will assume full possession thereof at _____ (time) on _____ (date).

CITY OF COOPER CITY: _____ _____
By Contract Administrator Date

FORM 12: FORM OF FINAL RECEIPT

[The following form will be used to show receipt of final payment for this Contract.]

FINAL RECEIPT FOR CONTRACT NO. _____

Received this _____ day of _____, 20__, from City of Cooper City, the sum of _____ Dollars ($_____) as full and final payment to Contractor for all Work and materials for the Project described as:

This sum includes full and final payment for all extra Work and material and all incidentals.

Contractor hereby indemnifies and releases City of Cooper City from all liens and claims whatsoever arising out of the Contract and/or Project.

Contractor hereby certifies that all persons doing Work upon or furnishing materials or supplies for the Project have been paid in full. In lieu of this certification regarding payment for Work, materials and supplies, Contractor may submit a consent of surety to final payment in a form satisfactory to City.

Contractor further certifies that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

[IF INCORPORATED SIGN BELOW.]

CONTRACTOR

ATTEST:

_____
Corporate Secretary or other
person authorized to attest

(CORPORATE SEAL OR NOTARY)

CONTRACTOR NAME

By: _____
Authorized Signer

_____
Print Name and Title

_____ day of _____, 20__

[IF NOT INCORPORATED SIGN BELOW.]

CONTRACTOR

WITNESSES:

_____
Witness signature

_____
Business Name

_____
Print/Type Name

By: _____
Authorized Signer

_____
Print/Type Name and Title

_____
Witness signature

_____
Print/Type Name

_____ day of _____, 20__

FORM 13: FINAL LIST OF NON-CERTIFIED SUBCONTRACTORS AND SUPPLIERS

[THIS FORM IS NOT APPLICABLE TO THIS PROJECT]

To: _____, Contractor

From: City of Cooper City Purchasing Division

Subject: Final List of Non-certified Subcontractors/Sub-vendors

Re: _____
(Project Title, Contract Number)

The attached list of non-certified Subcontractors/sub-vendors have performed or provided services to City of Cooper City for the referenced contract. Non-certified Subcontractors/sub-vendors are any Subcontractors/sub-vendors whose services under the Contract were not approved to meet the City's participation CBE/SBE goal establshed for this Contract, and whose participation was not listed on Contractor's "Schedule of Participation" and/or not aproved as substitutes or additions by the Broward County Office of Economic Small Business Development Division toward meeting the established goal.

Contractor certifies the following:

☐ There were no other non-certified Subcontractors/sub-vendors who provided a service to City of Cooper City for the referenced Contract. All participants on the Contract are listed on the attached list.

☐ There were other non-certified Subcontractors/sub-vendors who provided a service and are not listed on the attached list. The additional Subcontractors/sub-vendors are listed on the attached list.

THE UNDERSIGNED VENDOR HEREBY CERTIFIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE AND CORRECT.

The foregoing instrument was acknowledged before me, by means of ☐physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

(NOTARY SEAL)

My commission expires:

FORM 14: LETTER OF INTENT (CBE/SBE)
To Utilize a County Business Enterprise (CBE) or Small Business Enterprise (SBE) Subcontractor/Subconsultant
[THIS FORM IS NOT APPLICABLE TO THIS PROJECT]

Project Name: «Project_Name»
Project Number: «Project_Number»

From (Name of Proposer/Bidder): _____

Firm Address: _____

Project Description: _____

In response to City of Cooper City's RFP/Bid No. _____, the undersigned hereby agree to utilize the CBE or SBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with City of Cooper City.

Name of CBE/SBE Firm: _____

Address of CBE/SBE Firm: _____

Expiration of CBE/SBE Certification: _____ Projected CBE/SBE Work Assignment (description of work assignment): _____

Projected Percentage of Prime's Contract Fees to be Awarded to CBE/SBE (Percentage %): _____

_____ _____
(Signature of Owner or Authorized Rep. **Prime**) (Date)

Print Name (owner or authorized Rep. **Prime**): _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: _____

Print Name: _____
(NOTARY SEAL)

My commission expires:

- -

(ACKNOWLEDGEMENT BY THE PROPOSED CBE/SBE FIRM)

The undersigned intends to perform Work in connection with the above Contract as (check one): ___ an individual ___ a partnership ___ a corporation ___ a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is true and correct.

____ _____________________________
(Signature of Owner or Authorized Rep. **CBE/SBE**) (Date)

Print Name (owner or authorized Rep. **CBE/SBE**):_______________________________________

The foregoing instrument was acknowledged before me, by means of ☐physical presence or ☐ online notarization, this ________ day of _________________, 20__, by _______________________________________, who is personally known to me or who has produced __________________________________ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: __________________________

Print Name: _________________________

(NOTARY SEAL)

My commission expires:

[END OF SECTION]

Meeting Date: 04/09/2024 Item #8.

COOPER CITY WASTEWATER TREATMENT PLANT
EFFLUENT PUMP REPLACEMENT
11791 SW 49th STREET

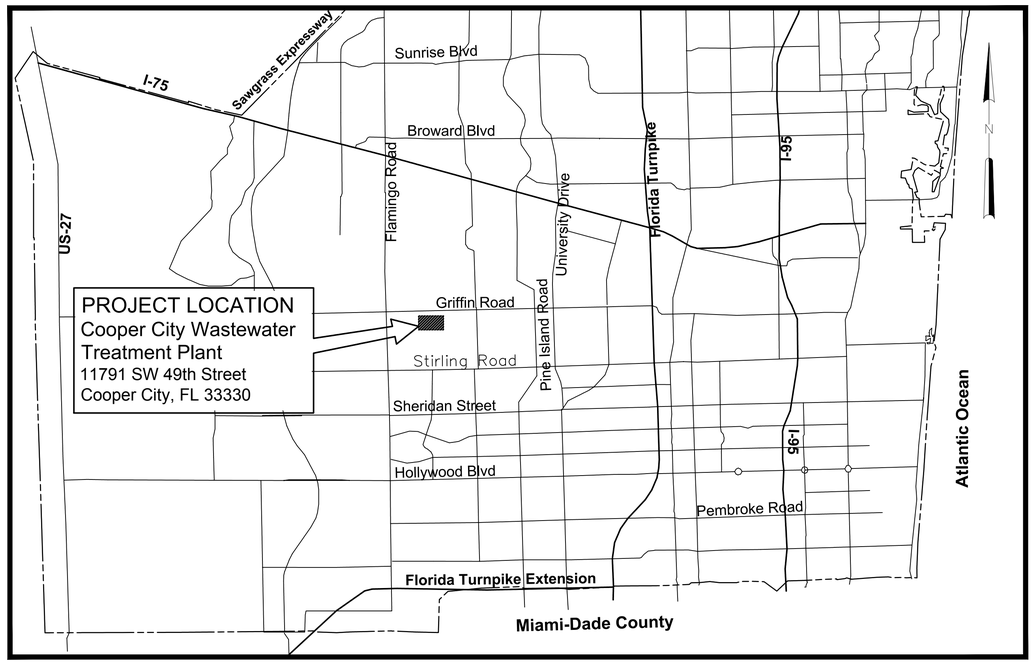
PREPARED FOR THE
COOPER CITY UTILITIES DEPARTMENT

BID SET
MAY 2023

Hazen

HAZEN AND SAWYER
4000 HOLLYWOOD BOULEVARD, SUITE 750N
HOLLYWOOD, FLORIDA 33021

CITY OF Cooper City
Someplace Special



LOCATION MAP
NTS

LIST OF DRAWINGS

SHEET NUMBER	SHEET TITLE	SHEET DESCRIPTION
		GENERAL
1	G-01	COVER SHEET, LOCATION MAP AND LIST OF DRAWINGS
2	G-02	ABBREVIATIONS, SYMBOLS AND LEGEND
3	G-03	GENERAL NOTES
4	G-04	STAGING PLAN
		CIVIL
5	C-01	EXISTING SITE PLAN
6	C-02	PROPOSED SITE PLAN
		MECHANICAL
7	M-01	EXISTING PLAN AND SECTION
8	M-02	PROPOSED PLAN AND SECTION
9	M-03	MECHANICAL SECTIONS AND DETAILS
		STRUCTURAL
10	S-01	ELECTRICAL CONDUIT SUPPORT PLAN AND SECTIONS
11	S-02	SECTION AND DETAILS
12	S-03	ELECTRICAL BUILDING
		ELECTRICAL
13	E-01	LEGEND, SYMBOL AND ABBREVIATIONS
14	E-02	GENERAL ELECTRICAL NOTES
15	E-03	EXISTING SINGLE LINE DIAGRAM & RISER DIAGRAMS
16	E-04	PROPOSED SINGLE LINE DIAGRAM
17	E-05	OVERALL ELECTRICAL SITE PLAN
18	E-06	ENLARGED ELECTRICAL SITE PLAN
19	E-07	MCC ROOM DEMOLITION AND PROPOSED VIEWS
20	E-08	DEMOLITION PHOTOS
21	E-09	EFFLUENT PUMP NO.3 CONTROL RISER
22	E-10	ELECTRICAL DETAILS - SHEET 1

Call 48 hours before you dig
It's the Law!
1-800-432-4770
Sunshine State One Call of Florida, Inc.

DATE: MAY 2023
SHEET: 1 OF 22
DRAWING: G-01

COVER SHEET, LOCATION MAP AND LIST OF DRAWINGS

BID SET

PLOT DATE: 5/5/2023 11:42 AM BY: EEscoto
XREFs=
File = O:\04679-000\04679-004\CAD_BIM\Gen\4679-004-G01 Saved by EEscoto Save date = 5/5/2023 11:41 AM

SYMBOLS

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

ABBREVIATIONS

VALVES, FITTINGS, ETC.

ARV	AIR RELIEF VALVE
BA V	BALL VALVE
BF	BLIND FLANGE
BF V	BUTTERFLY VALVE
CV	CHECK VALVE
CPLG	COUPLING
ED	EQUIPMENT DRAIN
EXP JT	EXPANSION JOINT
FH	FIRE HYDRANT
FTG	FITTING
FLG	FLANGE
FD	FLOOR DRAIN
GC	GROOVED COUPLING
GV	GATE VALVE
HB	HOSE BIBB
MJ	MECHANICAL JOINT
MOV	MOTOR OPERATED VALVE
NPT	NATIONAL PIPE THREAD
PE	PLAIN END
PV	PLUG VALVE
PRV	PRESSURE RELIEF VALVE
PS	PUMP STATION
RD	ROOF DRAIN
SOV	SOLENOID OPERATED VALVE
THD	THREADED

PIPING

CIP	CAST IRON PIPE
DIP	DUCTILE IRON PIPE
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
FM	FORCE MAIN
FRP	FIBERGLASS REINFORCED PIPE
GSP	GALVANIZED STEEL PIPE
RCP	REINFORCED CONCRETE PIPE
SSP	STAINLESS STEEL PIPE
IPS	IRON PIPE SIZE
PVC	POLYVINYLCHLORIDE
PCCP	PRESTRESSED CONCRETE CYLINDER PIPE

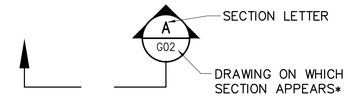
GENERAL

AA	AERATION AIR
A/C	AIR CONDITIONER
AL, ALUM	ALUMINUM
AB	ANCHOR BOLT
∠	ANGLE
APPROX	APPROXIMATE
ARCH	ARCHITECTURAL
BLK	BLOCK
BLDG	BUILDING
BOTT	BOTTOM
BP	BID PACKAGE
CB	CATCH BASIN
CC	CENTER TO CENTER
CHK'D	CHECKERED
CHLOR, CL_2	CHLORINE
CL, ℄	CENTER LINE
CLR	CLEAR
CL_2S	CHLORINE SOLUTION
CL_2G	CHLORINE GAS
CL_2V	CHLORINE GAS UNDER VACCUM
CO	COMPANY
CO	CLEAN OUT
COL	COLUMN
CONC	CONCRETE
CONST	CONSTRUCTION
CONT	CONTINUOUS
CONTR	CONTRACTOR
CU	COPPER OR CUBIC
DEC	DECANT
DET	DETAIL
DIAG	DIAGONAL
DIA	DIAMETER
DIM	DIMENSION
DISCH	DISCHARGE
DN	DOWN
DR	DRAINS
DWG(S)	DRAWING(S)
DWL	DOWEL
EA	EACH
ECC	ECCENTRIC
EE	EACH END
EF	EACH FACE
EFF	EFFLUENT
ELEC	ELECTRIC
EL, ELEV	ELEVATION
EMH	ELECTRICAL MAINTENANCE HOLE
EOP	EDGE OF PAVEMENT
EQUIP	EQUIPMENT
EW	EACH WAY
EXIST	EXISTING
EXP	EXPANSION
EXH	EXHAUST
EXT	EXTERIOR
FA	FOUL AIR
FE	FIRE EXTINGUISHER
FIG	FIGURE
FIN	FINISH
FL	FLOOR
FM	FORCE MAIN
FPL, FP&L	FLORIDA POWER AND LIGHT CO.
FTG	FOOTING
G	GRIT
GALV	GALVANIZED
GR	GRADE
H	HIGH
HDPE	HIGH DENSITY POLYETHYLENE
HORIZ	HORIZONTAL
HP	HIGH POINT
HR	HANDRAIL
HWL	HIGH WATER LEVEL
IE	INVERT ELEVATION
INFL	INFLUENT
INJ	INJECTION
ID	INSIDE DIAMETER
IF	INSIDE FACE
INSUL	INSULATION
INT	INTERIOR
ISO	ISOLATION
IQ	IRRIGATION QUALITY
INV	INVERT
JT	JOINT
LF	LINEAL FEET
LG	LONG
LN	LINE
LP	LOW POINT
LR	LONG RADIUS
LWL	LOW WATER LEVEL
MH	MAINTENANCE HOLE/MANHOLE
MANUF	MANUFACTURER
MO	MASONRY OPENING
MAX	MAXIMUM
MECH	MECHANICAL
ML	MIXED LIQUOR
MIN	MINIMUM
MWD	MUD WELL DISCHARGE
NGVD	NATIONAL GEODETIC VERTICAL DATUM
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
No	NUMBER
OC	ON CENTER
OHW	OVERHEAD WIRE
OPNG	OPENING
OD	OUTSIDE DIAMETER
OF	OUTSIDE FACE
PE	PLAIN END
PI	PLANT INFLUENT
PD	PLANT DRAIN
PO	POND OVERFLOW
PW	POTABLE WATER
POT	POTABLE
PS	PUMP STATION
LBS/FT	POUNDS PER FOOT
P/L	PROPERTY LINE
RAD, R	RADIUS
RAS	RETURN ACTIVATED SLUDGE
RECIR	RECIRCULATION
RED	REDUCING
REHAB	REHABILITATION
REINF	REINFORCING
REQ'D	REQUIRED
R/W, ROW	RIGHT OF WAY
RW	REUSE WATER
SAN	SANITARY
SC	SCUM
SE	SECONDARY EFFLUENT
SECT	SECTION
SHT	SHEET
SPEC	SPECIFICATION
SQ	SQUARE
SS	STAINLESS STEEL
STL	STEEL
STRUC	STRUCTURAL
SPD	SUMP PUMP DISCHARGE
SYMM	SYMMETRICAL
TI	TEMPERATURE INDICATOR
TEMP	TEMPORARY
THK	THICK
TO	TANK OVERFLOW
TO	THROUGHOUT
T & B	TOP AND BOTTOM
TOC	TOP OF CONCRETE
TOS	TOP OF STEEL/TOP OF SLAB
TYP	TYPICAL
UGC	UNDERGROUND CONDUIT
VAC	VACUUM
VERT	VERTICAL
VTR	VENT THROUGH ROOF
WAS	WASTE ACTIVATED SLUDGE
WF	WOOD FENCE
WTR	WATER
W/L	WATER LEVEL
WWF	WELDED WIRE FABRIC
W	WIDE
W/	WITH
W/O	WITHOUT

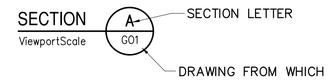
SECTION AND DETAIL IDENTIFICATION

SECTION IDENTIFICATION

(1) SECTION CUT ON DRAWING G-1:

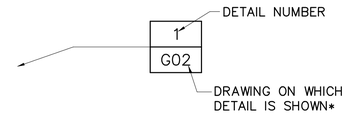


(2) ON DRAWING G-2 THIS SECTION IS IDENTIFIED AS:

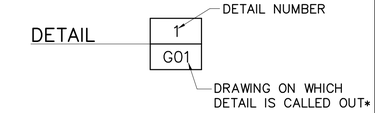


DETAIL IDENTIFICATION

(1) DETAIL CALL-OUT ON DRAWING G-1 AS:

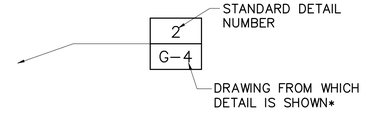


(2) ON DRAWING G-2 THIS DETAIL IDENTIFIED AS:

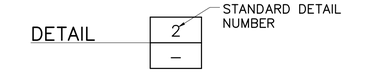


STANDARD DETAIL IDENTIFICATION

(1) DETAIL CALL-OUT ON PLAN OR SECTION:



(2) ON DRAWING G-4 THIS DETAIL IDENTIFIED AS:



* NOTE: IF PLAN, SECTION AND DETAIL (OR DETAIL CALL-OUT) ARE SHOWN ON SAME DRAWING, DRAWING NUMBER IS REPLACE BY A LINE.

NOTES:

(1) ELECTRICAL SYMBOLS SHOWN ON ELECTRICAL SHEETS.

(2) FOR WELDING SYMBOLS USE AMERICAN WELDING SOCIETY STANDARD SYMBOLS. SEE AMERICAN INSTITUTE OF STEEL CONSTRUCTION MANUAL.

NO.	DATE	ISSUED FOR	BY
3	05/23	BID SET	GAB
2	08/22	BID SET	GAB
1	07/22	100% SUBMITTAL	GAB

DESIGNED GAB
DRAWN TB
CHECKED JNM
PROJ. ENGR. JMW

GEORGE A. BROWN P.E.
No. 56076

Hazen
HAZEN AND SAWYER
4000 HOLLYWOOD BOULEVARD, SUITE 750N
HOLLYWOOD, FLORIDA 33021

SCALE: AS NOTED

CLIENTS PROJECT: -
ENGINEERS PROJECT: 4679-004
CAD REFERENCE: 4679-004-G02.dwg

CITY OF Cooper City Someplace Special
COOPER CITY

COOPER CITY UTILITIES DEPARTMENT
EFFLUENT PUMP REPLACEMENT
ABBREVIATIONS, SYMBOLS AND LEGEND

DATE: MAY 2023
SHEET: 2 OF 22
DRAWING: G-02

BID SET

File: G:\4679-000\04679-004\CAD_BIM\GEN\4679-004-G02 Saved By: EESCOTO Save Date: 2023/05/04 10:27 PM
PLOT DATE: 2023/05/05 11:42:46 AM BY: EESCOTO

GENERAL NOTES

1. CONTRACTOR SHALL MAINTAIN ACCESS TO PRIVATE PROPERTY AT ALL TIMES.
2. CONTRACTOR SHALL MAINTAIN HIS WORK WITHIN THE LIMITS SHOWN ON THE STAGING PLAN.
3. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES TO PROTECT EXISTING PIPELINES OR UTILITIES WHETHER SHOWN OR NOT.
4. THE CONTRACTOR SHALL ENSURE THAT ALL NECESSARY PERMITS ARE IN HAND BEFORE COMMENCEMENT OF CONSTRUCTION.
5. PROTECT EXISTING TREES AND SHRUBS FROM DAMAGE. DO NOT REMOVE EXISTING TREES AND SHRUBS UNLESS SHOWN OTHERWISE ON THE LANDSCAPE DRAWINGS.
6. THE LOCATION OF EXISTING UTILITIES HAS BEEN PREPARED FROM THE MOST RELIABLE INFORMATION AVAILABLE TO THE ENGINEER. THE INFORMATION IS NOT GUARANTEED. THEREFORE THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES IN THE FIELD PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES.
7. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES IN THE AREA 48 HOURS MINIMUM PRIOR TO START OF CONSTRUCTION, AND SHALL HAVE ALL SERVICE LINES (FPL, WATER, CABLE, TELEPHONE, SANITARY SEWER, IRRIGATION, FORCE MAIN AND OTHERS) LOCATED AND FLAGGED PRIOR TO ANY EXCAVATION.
8. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ALL UTILITY LINES AND SERVICES DAMAGED DURING CONSTRUCTION, INCLUDING IRRIGATION LINES AND SERVICES. THE APPROPRIATE UTILITY SHALL BE NOTIFIED OF ALL DAMAGED LINES PRIOR TO REPAIR. ALL NECESSARY REPAIRS SHALL BE PERFORMED IMMEDIATELY UPON DAMAGE TO THE LINE.
9. ALL ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM (NGVD) 1929.
10. THE CONTRACTOR IS REQUIRED TO OBTAIN WRITTEN APPROVAL FROM THE ENGINEER FOR ANY DEVIATIONS FROM THE PLANS AND/OR SPECIFICATIONS.
11. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY OF ANY REQUIRED PLAN DEVIATIONS.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A DEWATERING PERMIT FROM THE SOUTH FLORIDA MANAGEMENT DISTRICT IF NECESSARY.
13. CONTRACTOR SHALL PROVIDE A MINIMUM VERTICAL CLEARANCE OF 18" BETWEEN ALL UTILITY LINES THAT CROSS.
14. RESTRAINED JOINT PIPE SHALL BE USED FOR ALL PIPING ON THIS PROJECT. THRUST BLOCKS WILL NOT BE ALLOWED.
15. ALL CONNECTIONS TO EXISTING MAINS SHALL BE MADE UNDER THE DIRECTION OF THE CITY OF COOPER CITY.
16. THE MINIMUM DEPTH OF COVER OVER WATER MAINS IS 36" EXCEPT WHERE SHOWN DIFFERENTLY ON PLANS.
17. DISINFECTION OF MAINS SHALL COMPLY WITH A.N.S.I./A.W.W.A. C-651(LATEST REVISION) STANDARD. BACTERIOLOGICAL SAMPLING POINTS SHALL BE DESIGNATED ON THE ENGINEERING PLANS. MINIMUM ONE SAMPLING POINT AT EACH END.
18. THERE SHALL BE NO CONNECTION TO AN EXISTING WATER MAIN UNTIL PRESSURE AND BACTERIOLOGICAL TESTS HAVE BEEN CONDUCTED AND THE RESULTS ARE APPROVED AND ACCEPTED BY THE BROWARD COUNTY HEALTH DEPARTMENT.
19. PIPE DEFLECTION SHALL NOT EXCEED 75% OF THE MAXIMUM DEFLECTION RECOMMENDED BY THE MANUFACTURER.
20. CONTRACTOR SHALL COMPLY WITH ALL LOCAL CITY, COUNTY AND STATE REGULATIONS PERTAINING TO THE CLOSING OF PUBLIC STREETS FOR USE OF TRAFFIC DURING CONSTRUCTION.
21. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAY OR WALKWAY SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.
22. TRENCHES OR HOLES NEAR WALKWAYS, IN ROADWAYS OR THEIR SHOULDERS SHALL NOT BE LEFT OPEN DURING NIGHT TIME HOURS WITHOUT ADEQUATE PROTECTION.
23. CONTRACTOR SHALL PROMPTLY REPAIR AND RESTORE EXISTING PAVEMENT, SIDEWALKS, CURBS, DRIVEWAYS, PIPES, RESIDENTIAL AND COMMERCIAL SPRINKLER LINES, CONDUIT, CABLES, ETC. AND LANDSCAPE AREAS DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITIES.
24. CONTRACTOR SHALL PROVIDE TEMPORARY FENCING AS REQUIRED BY AGENCIES HAVING JURISDICTION OVER THE PROJECT AND/OR WHEN REQUIRED FOR PUBLIC SAFETY.
25. THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES THROUGHOUT THE DURATION OF CONSTRUCTION AND UNTIL ACCEPTANCE OF WORK, FOR THE PROTECTION OF EXISTING AND NEWLY INSTALLED UTILITIES FROM DAMAGE OR DISRUPTION OF SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING SUCH MEASURES AS NECESSARY TO PROTECT THE HEALTH, SAFETY AND WELFARE OF THOSE PERSONS HAVING ACCESS TO THE WORK SITE.
26. CONTRACTOR SHALL ADJUST TO FINAL GRADE ALL EXISTING UTILITY CASTINGS INCLUDED VALVE BOXES, MANHOLES, HAND HOLES, PULL BOXES, INLETS AND SIMILAR STRUCTURES IN CONSTRUCTION AREA TO BE OVERLAID WITH ASPHALT.

EROSION AND SEDIMENT CONTROL NOTES

1. CONTRACTOR TO EMPLOY BEST MANAGEMENT PRACTICES THROUGHOUT CONSTRUCTION IN ORDER TO ENSURE POLLUTION PREVENTION. CONTRACTOR TO COMPLY WITH ALL LOCAL STATE AND OTHER GOVERNMENTAL ENVIRONMENTAL REGULATIONS THROUGHOUT CONSTRUCTION.
2. DURING CONSTRUCTION ALL CATCH BASIN INLETS SHALL BE PROTECTED TO PREVENT SEDIMENT AND DEBRIS FROM ENTERING THE CATCH BASIN.
3. SILT FENCES SHALL BE INSTALLED AS NECESSARY TO CONTROL OR PREVENT DISCHARGE OF SEDIMENT ONTO ADJACENT UNDISTURBED AREAS, OR OFF-SITE AREAS.
4. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE STABILIZED WITHIN A REASONABLE PERIOD OF TIME TO ASSURE MINIMUM EROSION OF SOILS.
5. NO LAND CLEARING OR GRADING SHALL BEGIN UNTIL ALL EROSION CONTROL MEASURES HAVE BEEN INSTALLED.
6. ALL EXPOSED AREAS SHALL BE SODDED AS SPECIFIED WITHIN 30 DAYS OF FINAL GRADING.
7. MAINTAIN EROSION CONTROL MEASURES AFTER EACH RAIN AND AT LEAST ONCE A WEEK.
8. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT SOIL SEDIMENT FROM LEAVING THE SITE.
9. CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL ORDINANCES THAT APPLY.
10. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY CITY, COUNTY, AND STATE OF FLORIDA ON SITE INSPECTION, AT NO ADDITIONAL COST TO THE OWNER.
11. LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY GOVERNING AUTHORITIES.
12. IF INSTALLATION OF STORM DRAINAGE SYSTEM SHOULD BE INTERRUPTED BY WEATHER OR NIGHTFALL, THE PIPE ENDS SHALL BE COVERED WITH FILTER FABRIC.
13. BURNING OF DEBRIS WILL NOT BE ALLOWED.
14. CONTRACTOR SHALL BE RESPONSIBLE TO TAKE WHATEVER MEANS NECESSARY TO ESTABLISH PERMANENT SOIL STABILIZATION.
15. CONTRACTOR IS TO PROVIDE EROSION CONTROL/SEDIMENTATION BARRIER (HAY BALES OR SILTATION CURTAIN) TO PREVENT SILTATION OF ADJACENT PROPERTY, STREETS, STORM SEWERS AND WATER WAYS. IN ADDITION CONTRACTOR SHALL PLACE STRAW, MULCH OR OTHER SUITABLE MATERIAL ON GROUND IN AREAS WHERE CONSTRUCTION RELATED TRAFFIC IS TO ENTER AND EXIT SITE IF IN THE OPINION OF THE ENGINEER AND/OR LOCAL AUTHORITIES IF EXCESSIVE QUANTITIES OF EARTH ARE TRANSPORTED OFF-SITE EITHER BY NATURAL DRAINAGE OR BY VEHICULAR TRAFFIC. THE CONTRACTOR IS TO REMOVE AND CLEAN SAID EARTH TO THE SATISFACTION OF THE ENGINEER AND/OR AUTHORITIES. EROSION CONTROL BARRIER SHALL BE ESTABLISHED AS THE FIRST ITEM OF WORK.
16. THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S STORMWATER PERMITTING PROGRAM APPLIES TO ALL CONSTRUCTION ACTIVITY THAT: 1) CONTRIBUTE STORMWATER DISCHARGES TO SURFACE WATER OF THE STATE OR INTO A MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4); 2) DISTURBS ONE OR MORE ACRES OF LAND; OR 3) LESS THAN ONE ACRE IS INCLUDED IF THE ACTIVITY IS PART OF A LARGER COMMON PLAN OF DEVELOPMENT THAT WILL MEET OR EXCEED THE ONCE ACRE THRESHOLD. DISTURB INCLUDES CLEARING, GRADING AND EXCAVATING.
17. FOR CONSTRUCTION ACTIVITY THAT IS SUBJECT TO THE NPDES FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S STORMWATER PERMITTING PROGRAM, THE CONTRACTOR SHALL:
    - 17.1. OBTAIN A GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION DOCUMENT 62-621.300(4)(A).
    - 17.2. COMPLY WITH ALL REQUIREMENTS OF THE GENERIC PERMIT.
    - 17.3. DEVELOP AND IMPLEMENT A STORMWATER POLLUTION PREVENTION PLAN (SWPPP).
    - 17.4. COMPLETE A NOTICE OF INTENT (NOI) FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FORM 62-621.300(4)(B) IN ITS ENTIRETY USING THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S WEBSITE.
18. SUBMIT COPIES OF THE SWPPP AND THE NOI TO THE ENGINEER AS INFORMATIONAL RECORDS. THESE SUBMITTALS WILL NOT BE REVIEWED BY THE ENGINEER.
19. CONTRACTOR TO CLEAN AND REPAIR ALL EXISTING STORMWATER INFRASTRUCTURE THAT IS IMPACTED BY CONSTRUCTION ACTIVITIES, BEFORE LEAVING THE JOBSITE.
20. CONTRACTOR TO REMOVE ALL FILTER FABRIC AND POLLUTION PREVENTION ITEMS BEFORE THE FINAL WALK-THROUGH.

PROJECT SCOPE NARRATIVE

1. THIS PROJECT IS LOCATED AT THE CITY OF COOPER CITY WASTEWATER TREATMENT PLANT.
2. THIS PROJECT WILL INSTALL A NEW 250-HORSEPOWER VERTICAL TURBINE PUMP AT THE EXISTING EFFLUENT PUMP STATION.
3. THE PROPOSED PUMP IS REPLACING AN EXISTING 100-HORSEPOWER PUMP THAT WAS PREVIOUSLY REMOVED BY THE CITY.
4. THIS PROJECT ALSO INCLUDES INSTALLATION OF A VARIABLE FREQUENCY DRIVE THAT WILL CONTROL THE PUMP SPEED.
5. THE CONTRACTOR SHALL FURNISH ALL NECESSARY LABOR, EQUIPMENT AND MATERIALS FOR A COMPLETE AND OPERABLE SYSTEM.

FLOOD HAZARD DOCUMENTATION

PARAMAETER	VALUE	NOTES
FEMA FLOOD MAP	12011C0545H	
FEMA BASE (100-YEAR) FLOOD ELEVATION	NOT APPLICABLE	SITE IS NOT WITHIN 100-YEAR FLOOD ZONE
FLOOD ZONE	ZONE X (UNSHADED)	AREA OF MINIMAL FLOOD HAZARD
IS PROJECT SITE HIGHER THAN THE 100-YEAR FLOOD ELEVATION?	YES	-
IS PROJECT SITE HIGHER THAN THE 500-YEAR FLOOD PLAIN?	YES	-
BASE FLOOD ELEVATION, BFE (NAVD1988):	6.00	NEAREST 100-YR FLOOD ELEVATION TO THE PROJECT SITE ON FIRM MAP (NAVD1988)
FLOOD DESIGN CLASS	3	ASCE 24-14 TABLE 1-1
CROWN OF ROAD ELEVATION ADJACENT TO PROJECT SITE (NAVD1988)	7.00	SW 49TH STREET
EFFLUENT PUMP STATION SLAB ON GRADE TOP EL. (NGVD1929) SLAB ON GRADE TOP EL. (NAVD1988)	 12.00 10.39	PUMP STATION SLAB ELEVATION IS APPROX. 3 FT ABOVE ROAD CROWN
MINIMUM FINISHED FLOOR EL. CRITERION REQUIRED VALUE (NAVD1988) DESIGN VALUE (NAVD1988) COMPLIES	 BFE+1 7.00 10.39 YES	ASCE 24-14 TABLE 2-1
MINIMUM EQUIPMENT EL. CRITERION REQUIRED VALUE (NAVD1988) DESIGN VALUE (NAVD1988) COMPLIES	 BFE+1 7.00 10.39 YES	ASCE 24-14 TABLE 7-1

ASCE 24-14: AMERICAN SOCIETY OF CIVIL ENGINEERS STANDARD TITLED "FLOOD RESISTANT DESIGN AND CONSTRUCTION".

NAVD: NORTH AMERICAN VERTICAL DATUM.

NGVD: NATIONAL GEODETIC VERTICAL DATUM.

BFE: BASE FLOOD ELEVATION.

NO.	DATE	ISSUED FOR	BY
3	05/23	BID SET	GAB
2	08/22	BID SET	GAB
1	07/22	100% SUBMITTAL	GAB

DESIGNED GAB
DRAWN TB
CHECKED JNM
PROJ. ENGR. JMW

GEORGE A. BROWN P.E.
No. 56076

Hazen
HAZEN AND SAWYER
4000 HOLLYWOOD BOULEVARD, SUITE 750N
HOLLYWOOD, FLORIDA 33021

SCALE: AS NOTED

CLIENTS PROJECT: -
ENGINEERS PROJECT: 4679-004
CAD REFERENCE: 4679-004-G03.dwg

CITY OF Cooper City Someplace Special
COOPER CITY

COOPER CITY UTILITIES DEPARTMENT
EFFLUENT PUMP REPLACEMENT
GENERAL NOTES

DATE: MAY 2023
SHEET: 3 OF 22
DRAWING: G-03

BID SET

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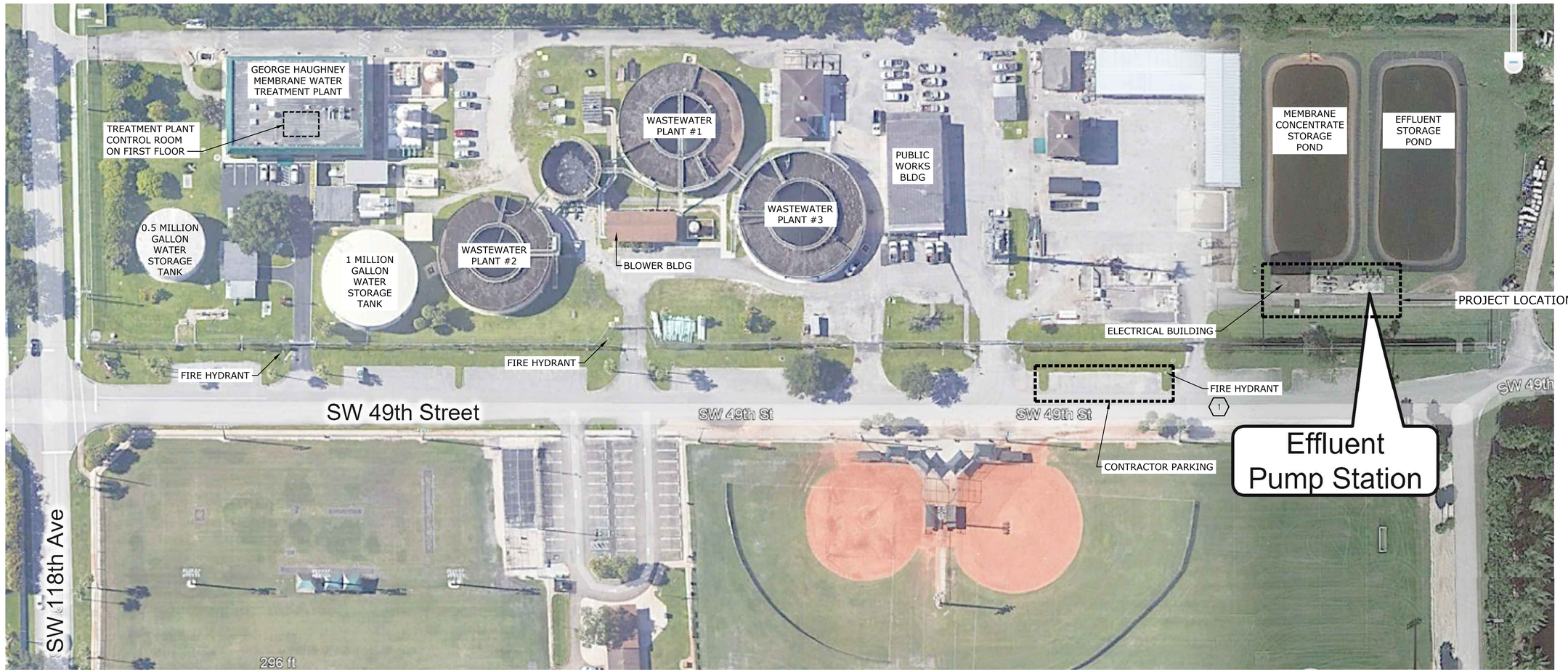

BROWARD COUNTY DEVELOPMENT AND ENVIRONMENTAL REVIEW NOTES:

1. THE CONTRACTOR SHALL COMPLETE ONLINE APPLICATION FORMS TO RECEIVE BROWARD COUNTY DEVELOPMENT & ENVIRONMENTAL REVIEW APPROVALS.
2. BROWARD COUNTY DEVELOPMENT & ENVIRONMENTAL REVIEW MUST BE COMPLETED ENTIRELY ONLINE THROUGH BROWARD COUNTY'S EPERMITS SYSTEM AT **WWW.BROWARD.ORG/EPERMITS**.
3. PAPER PLAN SUBMITTALS ARE NOT ACCEPTED BY BROWARD COUNTY.
4. THE CONTRACTOR SHALL PAY ALL REQUIRED IMPACT AND REVIEW FEES.
5. APPROVED PLANS BECOME INVALID IF NOT SUBMITTED TO THE RELEVANT BUILDING DEPARTMENT WITHIN THIRTY DAYS.

WELLFIELD PROTECTION ZONE NOTES:

1. THE PROJECT IS LOCATED WITHIN WELLFIELD PROTECTION ZONE 3 AS INDICATED IN THE BROWARD COUNTY WELLFIELD PROTECTION ZONE MAP.
2. PROJECTS IN A PROTECTED WELLFIELD ZONE MAY REQUIRE A LICENSE ISSUED BY THE BROWARD COUNTY CONSUMER PROTECTION DIVISION (CPD). IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE CPD AND OBTAIN A LICENSE IF IT IS REQUIRED.
3. DEVELOPMENT & ENVIRONMENTAL REVIEW APPROVAL WILL NOT BE GRANTED UNTIL A COMPLETE APPLICATION FOR A WELLFIELD PROTECTION LICENSE HAS BEEN RECEIVED BY CPD.

STAGING AREA NOTES:

1. CONTRACTOR SHALL ENSURE THAT ITS ACTIVITIES DO NOT BLOCK TREATMENT PLANT ACCESS. OBTAIN PRIOR WRITTEN APPROVAL BY THE CITY BEFORE RESTRICTING OR BLOCKING ACCESS.
2. THE CITY WILL PROVIDE A TEMPORARY STAGING AREA FOR EQUIPMENT STORAGE WITHIN THE WASTEWATER TREATMENT PLANT FOR THE CONTRACTOR'S USE. THE CONTRACTOR SHALL RESTORE THE AREA PRIOR TO FINAL COMPLETION.

KEYED NOTE:

(1) THE CONTRACTOR CAN USE THIS EXISTING FIRE HYDRANT FOR TEMPORARY WATER IF NEEDED. THE CONTRACTOR SHALL INSTALL AN RPZ TYPE BACKFLOW PREVENTER. OBTAIN TEMPORARY WATER METER IF REQUIRED BY THE CITY OF COOPER CITY.

PROPERTY ADDRESS:

CITY OF COOPER CITY
WASTERWATER TREATMENT PLANT
11791 SW 49TH STREET
COOPER CITY, FL 33330

PROPERTY INFORMATION:

FOLIO: 504025100010
ZONING: U-1

PROPERTY OWNER INFORMATION:

OWNER: CITY OF COOPER CITY
CONTACT: GEORGE GARBA
PHONE: (954) 434-5510

PROPERTY LOCATION:

COUNTY:	BROWARD
TOWNSHIP:	50 SOUTH
RANGE:	40 EAST
SECTION:	25
LATITUDE:	26° 3' 32" N
LONGITUDE:	80° 18' 16" W

1"=50'-0"

50 25 0 50'

NO.	DATE	ISSUED FOR	BY
3	05/23	BID SET	GAB
2	08/22	BID SET	GAB
1	07/22	100% SUBMITTAL	GAB

DESIGNED GAB
DRAWN TB
CHECKED JNM
PROJ. ENGR. JMW

GEORGE A. BROWN P.E.
No. 56076

Hazen
HAZEN AND SAWYER
4000 HOLLYWOOD BOULEVARD, SUITE 750N
HOLLYWOOD, FLORIDA 33021

SCALE
1"=50'

CLIENTS PROJECT: -
ENGINEERS PROJECT: 4679-004
CAD REFERENCE: 4679-004-G04.dwg

CITY OF Cooper City Someplace Special
COOPER CITY

COOPER CITY UTILITIES DEPARTMENT
EFFLUENT PUMP REPLACEMENT
STAGING PLAN

DATE: MAY 2023
SHEET: 4 OF 22
DRAWING: G-04

BID SET

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PLOT DATE: 2023/05/05 11:42:56 AM BY: EESCOTO

MEMBRANE CONCENTRATE STORAGE POND

EFFLUENT STORAGE POND

N

CB

BUBBLER

BUBBLER

SV

20" MEMBRANE CONCENTRATE

SV

20"x16" TEE (TYP OF 4)

20" PIPE CL EL. 2.94

20"x20" TEE (TYP OF 2)

SV

20" BFV

20" TREATED EFFLUENT

20"x16" WYE (TYP OF 2)

PLUG

WM BOX

WM BOX

ELECTRICAL ROOM

CONCENTRATE PUMP (TYP OF 2)

PUMP PAD

16"

VALVE BOX

PLUG 16"

16"

PUMP No.5

20"

20"

PUMP No.6

PROPERTY LINE

ELECTRICAL BUILDING

PUMP CAN FOR EFF PUMP No.3

PUMP No.4

12" BFV (TYP)

12" CV (TYP)

FIN. GRADE EL. 11.50

FLOW METER VAULT

PUMP PAD

TO HOLLYWOOD WASTEWATER TREATMENT PLANT

CONTINUES TO DEEP INJECTION WELL

CONCENTRATE PUMPS

EDGE OF PAVEMENT

16"x12" WYE (TYP)

16" PIPE CL EL. 7.33

16" BFV

EFFLUENT PUMPS

CLP

FPL TRANSFORMER

CURB AND GUTTER

SV

WOOD PP

WOOD PP

CHAIN LINK FENCE

WOOD PP

Call 48 hours before you dig

It's the Law!

1-800-432-4770

Sunshine State One Call of Florida, Inc.

NGVD 1929 TO NAVD 1988 CONVERSION:

ALL EXISTING AND PROPOSED ELEVATIONS ARE SHOWN IN NGVD 1929. THE FOLLOWING ILLUSTRATES THE CONVERSION FACTOR:

NGVD 1929

1.61'

NAVD 1988

CONVERSION EQUATION:

NAVD 88 = NGVD 29 – 1.61'

1"=10'–0"

10 5 0 10'

NO.	DATE	ISSUED FOR	BY
3	05/23	BID SET	GAB
2	08/22	BID SET	GAB
1	07/22	100% SUBMITTAL	GAB

DESIGNED GAB
DRAWN TB
CHECKED JNM
PROJ. ENGR. JMW

GEORGE A. BROWN P.E.
No. 56076

Hazen

HAZEN AND SAWYER
4000 HOLLYWOOD BOULEVARD, SUITE 750N
HOLLYWOOD, FLORIDA 33021

SCALE
1"=10'

CLIENTS PROJECT: -
ENGINEERS PROJECT: 4679-004
CAD REFERENCE: 4679-004-C01.dwg

CITY OF Cooper City Someplace Special

COOPER CITY

COOPER CITY UTILITIES DEPARTMENT
EFFLUENT PUMP REPLACEMENT
EXISTING SITE PLAN

DATE : MAY 2023
SHEET : 5 OF 22
DRAWING: C-01

BID SET

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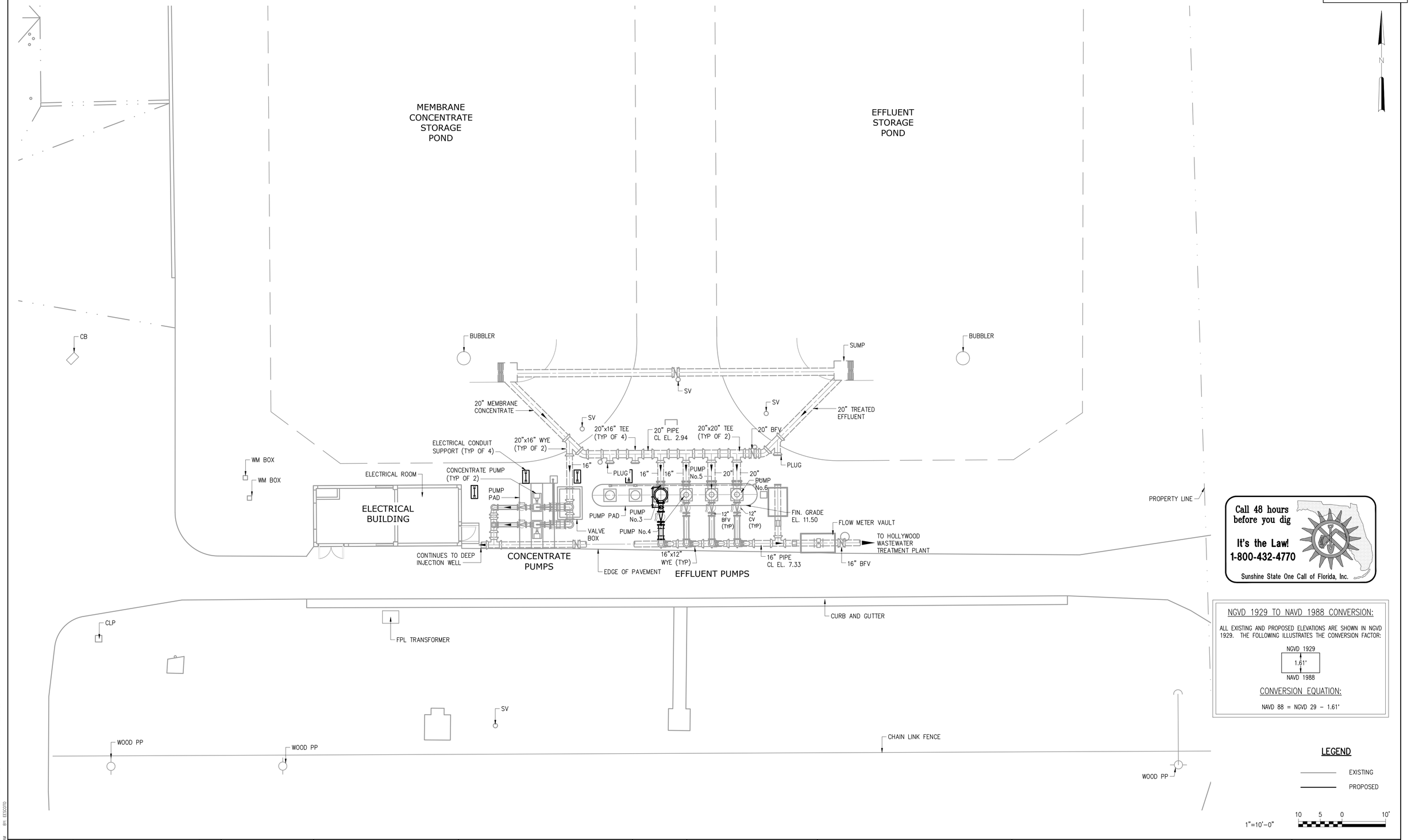

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NGVD 1929
1.61'
NAVD 1988

CONVERSION EQUATION:

NAVD 88 = NGVD 29 – 1.61'

LEGEND

EXISTING

PROPOSED

1"=10'–0"

10 5 0 10'

NO.	DATE	ISSUED FOR	BY
3	05/23	BID SET	GAB
2	08/22	BID SET	GAB
1	07/22	100% SUBMITTAL	GAB

DESIGNED GAB
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GEORGE A. BROWN P.E.
No. 56076

Hazen

HAZEN AND SAWYER
4000 HOLLYWOOD BOULEVARD, SUITE 750N
HOLLYWOOD, FLORIDA 33021

SCALE
1"=10'

CLIENTS PROJECT: -
ENGINEERS PROJECT: 4679-004
CAD REFERENCE: 4679-004-C02.dwg

CITY OF Cooper City Someplace Special

COOPER CITY

COOPER CITY UTILITIES DEPARTMENT
EFFLUENT PUMP REPLACEMENT

PROPOSED SITE PLAN

DATE: MAY 2023
SHEET: 6 OF 22
DRAWING: C-02

BID SET

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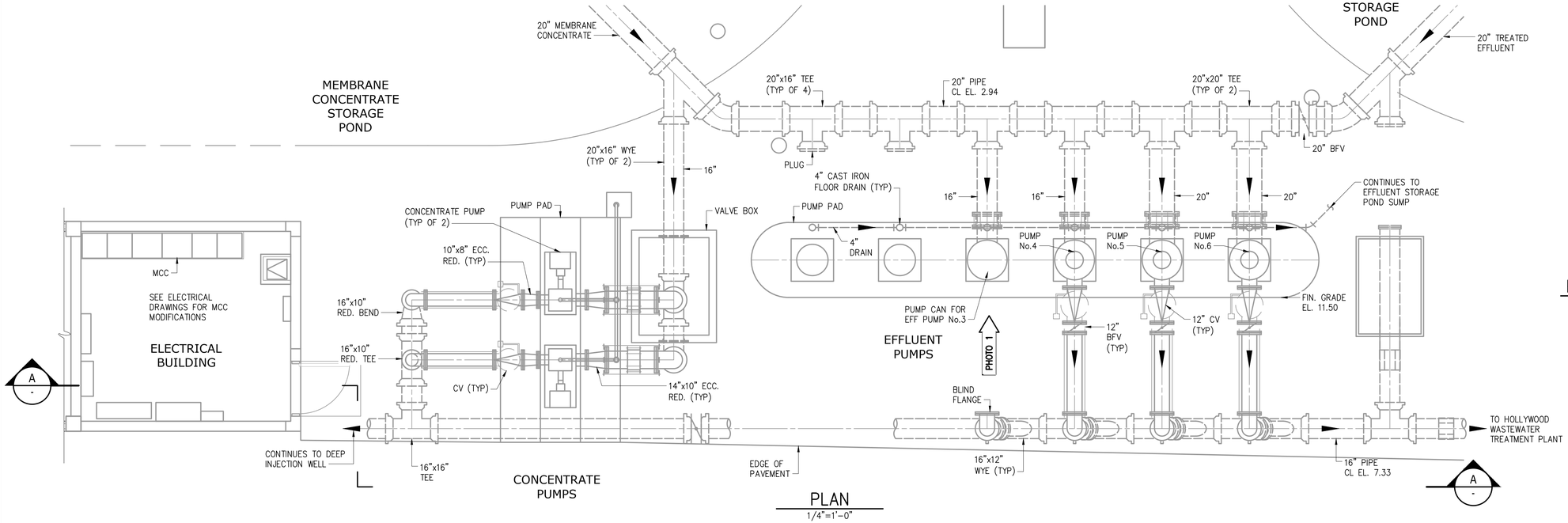


PLAN
1/4"=1'-0"

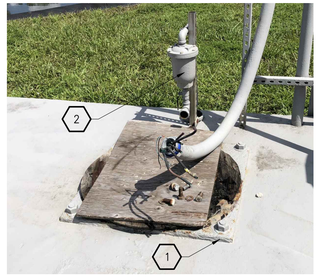
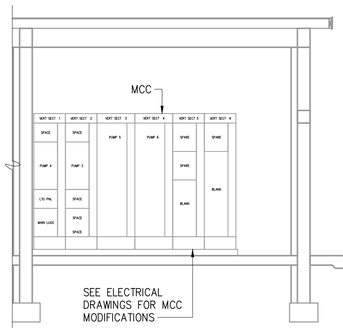
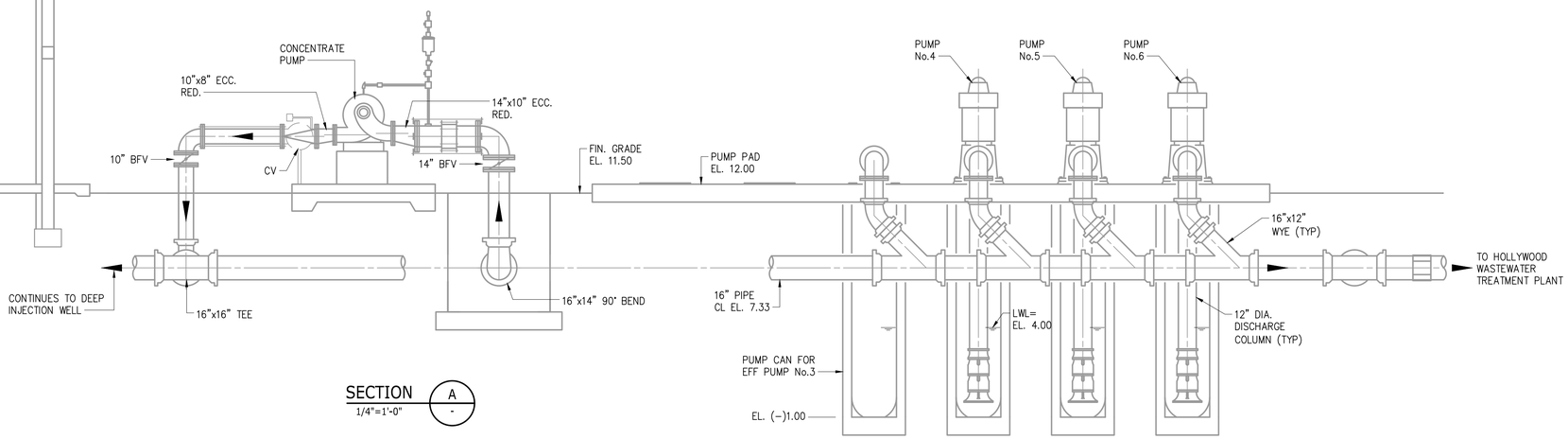


PHOTO 1 – EXISTING SOLE PLATE
NTS





SECTION A
1/4"=1'-0"

KEYED NOTES:

1. EXISTING SOLE PLATE TO BE REMOVED.
2. EXISTING AIR RELEASE VALVE TO BE REMOVED.

Call 48 hours before you dig
It's the Law!
1-800-432-4770
Sunshine State One Call of Florida, Inc.

NGVD 1929 TO NAVD 1988 CONVERSION:

ALL EXISTING AND PROPOSED ELEVATIONS ARE SHOWN IN NGVD 1929. THE FOLLOWING ILLUSTRATES THE CONVERSION FACTOR:

NGVD 1929
1.61'
NAVD 1988

CONVERSION EQUATION:

NAVD 88 = NGVD 29 – 1.61'

1/4"=1'-0"
1 0 1 2 3 7'

NO.	DATE	ISSUED FOR	BY
3	05/23	BID SET	GAB
2	08/22	BID SET	GAB
1	07/22	100% SUBMITTAL	GAB

DESIGNED GAB
DRAWN TB
CHECKED JNM
PROJ. ENGR. JMW

GEORGE A. BROWN P.E.
No. 56076

Hazen
HAZEN AND SAWYER
4000 HOLLYWOOD BOULEVARD, SUITE 750N
HOLLYWOOD, FLORIDA 33021

SCALE
AS NOTED

CLIENTS PROJECT: -
ENGINEERS PROJECT: 4679-004
CAD REFERENCE:4679-004-M01.dwg

CITY OF Cooper City Someplace Special
COOPER CITY

COOPER CITY UTILITIES DEPARTMENT
EFFLUENT PUMP REPLACEMENT
EXISTING PLAN AND SECTION

DATE : MAY 2023
SHEET : 7 OF 22
DRAWING: M-01

BID SET

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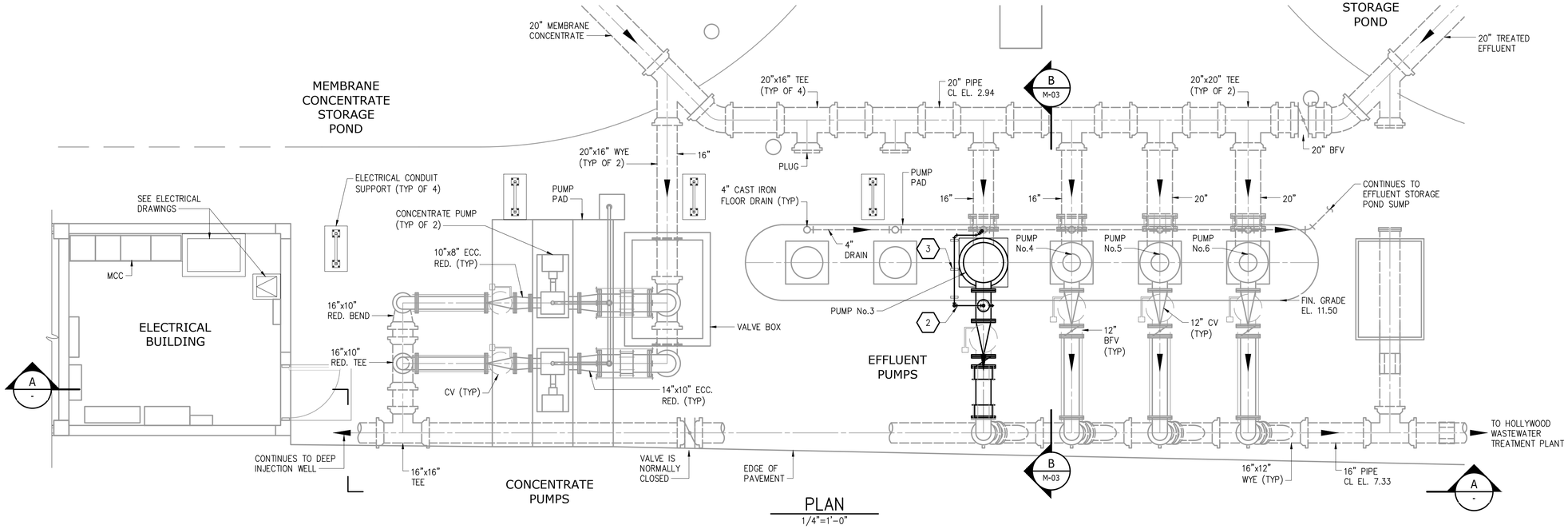
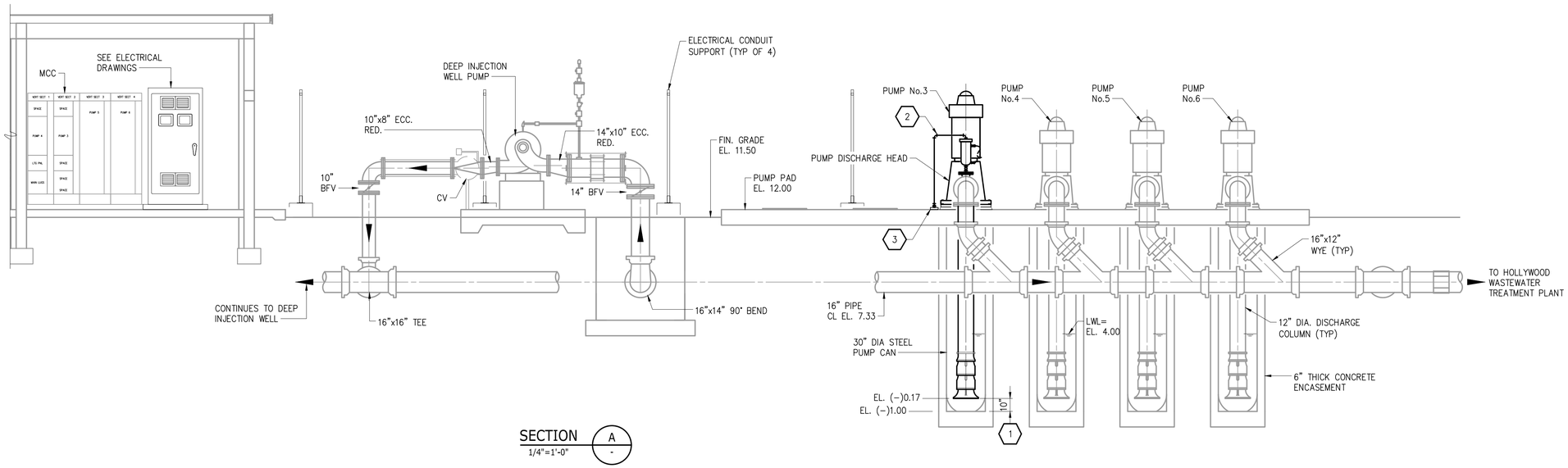


PLAN
1/4"=1'-0"

KEYED NOTES:

1. THE CONTRACTOR SHALL CONFIRM THIS DISTANCE WITH THE PUMP MANUFACTURER.
2. 2-INCH GALVANIZED STEEL SCHEDULE 80 PIPE. ROUTE TO NEAREST FLOOR DRAIN. PROVIDE SUPPORTS AS REQUIRED. PROVIDE 4-INCH AIR GAP BETWEEN DRAIN PIPE AND FLOOR DRAIN.
3. STAINLESS STEEL UNISTRUT PIPE SUPPORT MOUNTED TO PUMP PAD.



SECTION A
1/4"=1'-0"

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Sunshine State One Call of Florida, Inc.

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1.61'
NAVD 1988

CONVERSION EQUATION:

NAVD 88 = NGVD 29 - 1.61'

LEGEND

EXISTING
PROPOSED

1/4"=1'-0"
1 0 1 2 3 7'

NO.	DATE	ISSUED FOR	BY
3	05/23	BID SET	GAB
2	08/22	BID SET	GAB
1	07/22	100% SUBMITTAL	GAB

DESIGNED GAB
DRAWN TB
CHECKED JNM
PROJ. ENGR. JMW

GEORGE A. BROWN P.E.
No. 56076

Hazen
HAZEN AND SAWYER
4000 HOLLYWOOD BOULEVARD, SUITE 750N
HOLLYWOOD, FLORIDA 33021

SCALE: AS NOTED

CLIENTS PROJECT: -
ENGINEERS PROJECT: 4679-004
CAD REFERENCE: 4679-004-M02.dwg

CITY OF Cooper City Someplace Special
COOPER CITY

COOPER CITY UTILITIES DEPARTMENT
EFFLUENT PUMP REPLACEMENT
PROPOSED PLAN AND SECTION

DATE: MAY 2023
SHEET: 8 OF 22
DRAWING: M-02

BID SET

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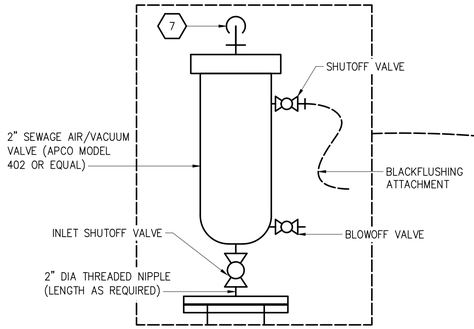
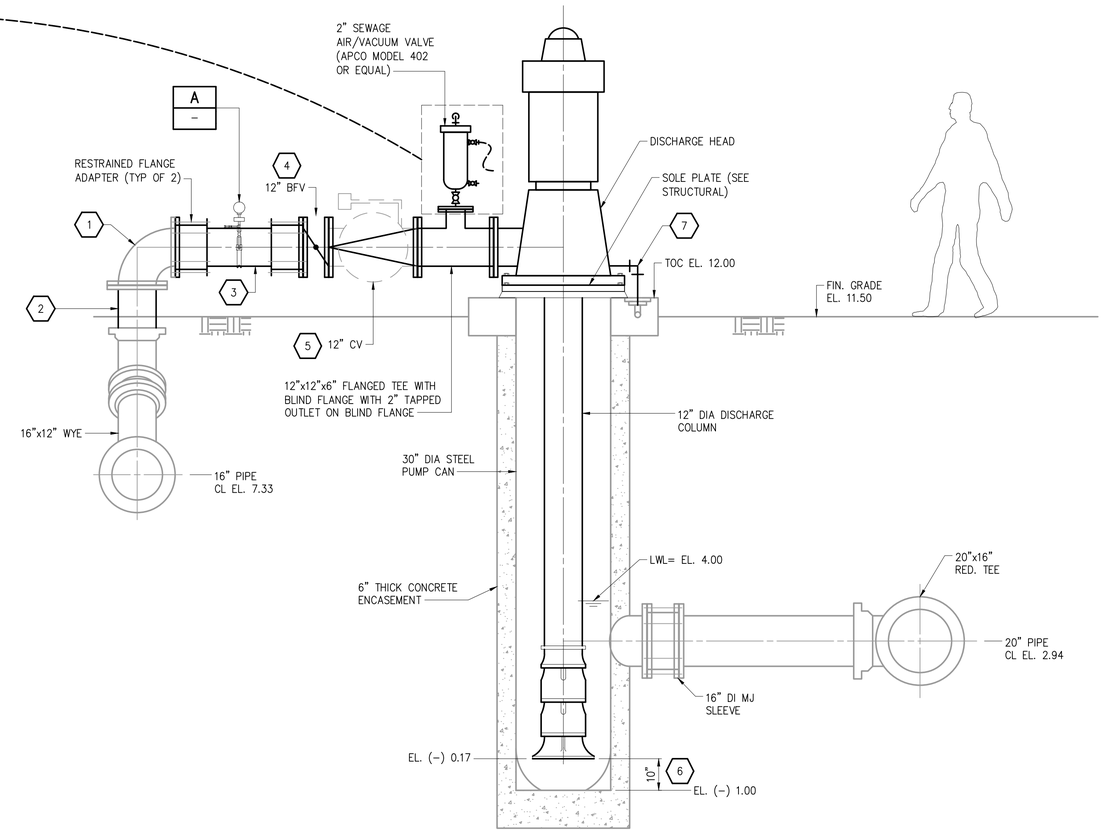
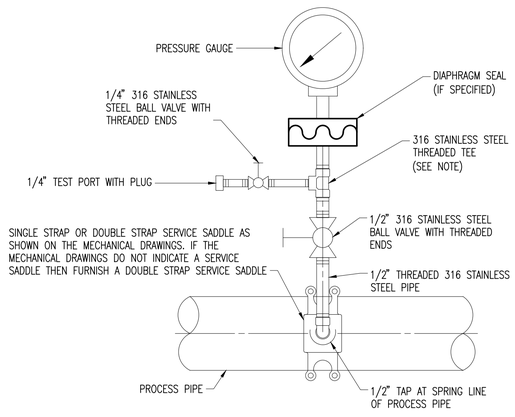


PUMP No.3



SECTION B (M-02)
1/2"=1'-0"



NOTES:

1. IF A DIAPHRAGM SEAL IS REQUIRED, INSTALL THE TEST PORT AND VALVE ON THE SEAL'S FLUSHING CONNECTION INSTEAD OF TEE.

PRESURE GAUGE INSTRUMENT OR SWITCH

DETAIL	A
NTS	–

KEYED NOTES:

1. EXISTING 12" DUCTILE IRON FLG X FLG 90 DEGREE BEND.
2. REMOVE EXISTING 12" DUCTILE IRON RISER AND REPLACE WITH NEW DUCTILE IRON RISER WITH LENGTH TO SUIT THE HEIGHT OF THE PROPOSED PUMP DISCHARGE OUTLET.
3. THE CITY HAS AN EXISTING UNINSTALLED 12" DUCTILE IRON PE X PE SPOOL PIECE WITH FLANGE ADAPTERS. THE CONTRACTOR SHALL REMOVE THE FLANGE ADAPTERS AND PREPARE AND PAINT THE SPOOL PIECE. INSTALL SPOOL PIECE AT THIS LOCATION USING EBAA IRON SERIES 2100 RESTRAINED FLANGE ADAPTERS. CUT SPOOL PIECE TO LENGTH AS NEEDED.
4. THE CITY HAS AN EXISTING UNINSTALLED 12" FLG X FLG BUTTERFLY VALVE. THE CONTRACTOR SHALL PREPARE AND PAINT THE BUTTERFLY VALVE. INSTALL THE BUTTERFLY VALVE AT THIS LOCATION.
5. THE CITY HAS AN EXISTING UNINSTALLED 12" FLG X FLG CHECK VALVE. THE CONTRACTOR SHALL PREPARE AND PAINT THE CHECK VALVE. INSTALL THE CHECK VALVE AT THIS LOCATION.
6. THE CONTRACTOR SHALL CONFIRM THIS DISTANCE WITH THE PUMP MANUFACTURER.
7. 2–INCH GALVANIZED STEEL SCHEDULE 80 PIPE. ROUTE TO NEAREST FLOOR DRAIN. PROVIDE SUPPORTS AS REQUIRED. PROVIDE 4–INCH AIR GAP BETWEEN DRAIN PIPE AND FLOOR DRAIN.

GENERAL NOTES:

1. CLEAN AND PAINT ALL PROPOSED METAL SURFACE. SEE SPECIFICATION TITLED "PAINTING".
2. CLEAN AND PAINT ALL EXISTING METAL SURFACES INCLUDING THE DUCTILE IRON ELBOW, SPOOL PIECE, BUTTERFLY VALVE, AND CHECK VALVE. SEE SPECIFICATION TITLED "PAINTING".

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1-800-432-4770
Sunshine State One Call of Florida, Inc.

NGVD 1929 TO NAVD 1988 CONVERSION:

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NGVD 1929
1.61'
NAVD 1988

CONVERSION EQUATION:

NAVD 88 = NGVD 29 – 1.61'

LEGEND

EXISTING
PROPOSED

1/2"=1'–0" 12" 0 1 3'

NO.	DATE	ISSUED FOR	BY
3	05/23	BID SET	GAB
2	08/22	BID SET	GAB
1	07/22	100% SUBMITTAL	GAB

DESIGNED GAB
DRAWN TB
CHECKED JNM
PROJ. ENGR. JMW

GEORGE A. BROWN P.E.
No. 56076

Hazen
HAZEN AND SAWYER
4000 HOLLYWOOD BOULEVARD, SUITE 750N
HOLLYWOOD, FLORIDA 33021

SCALE
1/2"=1'-0"

CLIENTS PROJECT: -
ENGINEERS PROJECT: 4679-004
CAD REFERENCE:4679-004-M03.dwg

CITY OF Cooper City Someplace Special
COOPER CITY

COOPER CITY UTILITIES DEPARTMENT
EFFLUENT PUMP REPLACEMENT

MECHANICAL SECTIONS AND DETAILS

DATE : MAY 2023
SHEET : 9 OF 22
DRAWING: M-03

BID SET

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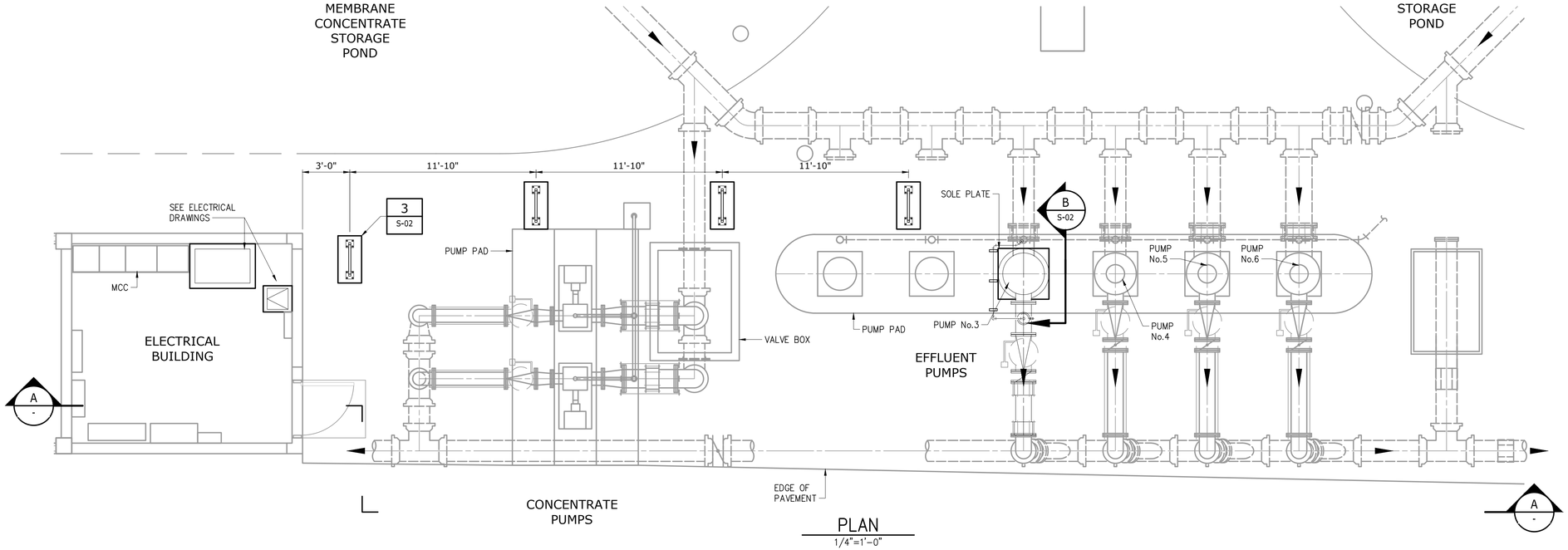
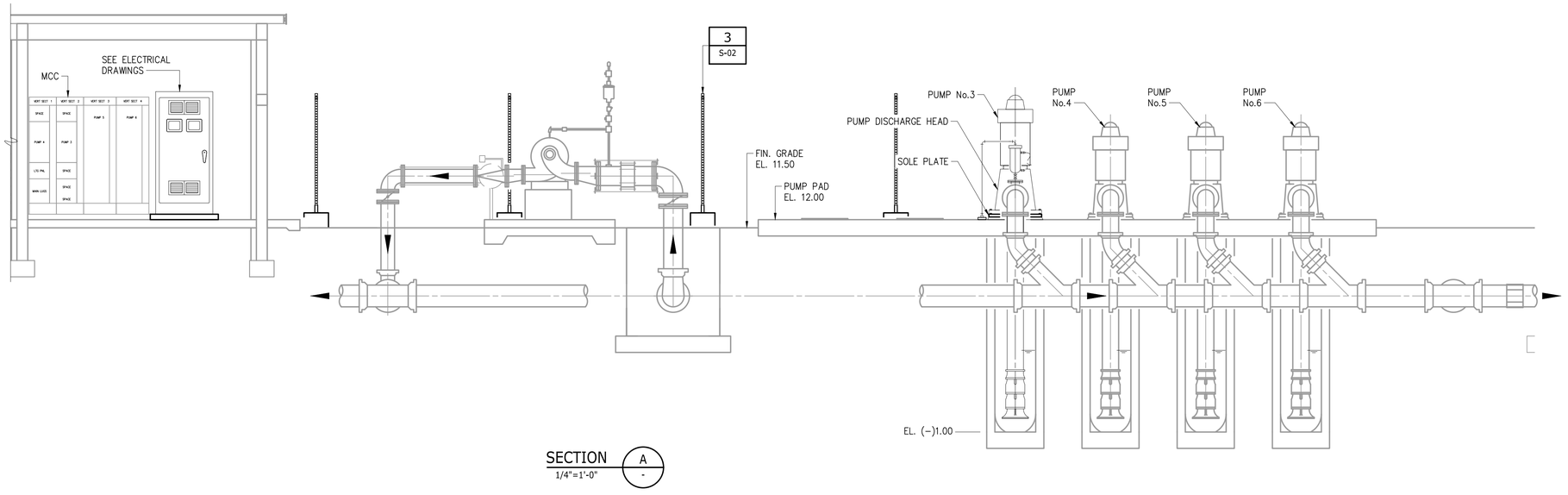


PLAN
1/4"=1'-0"



SECTION A - 1/4"=1'-0"

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Sunshine State One Call of Florida, Inc.

NGVD 1929 TO NAVD 1988 CONVERSION:

ALL EXISTING AND PROPOSED ELEVATIONS ARE SHOWN IN NGVD 1929. THE FOLLOWING ILLUSTRATES THE CONVERSION FACTOR:

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1.61'
NAVD 1988

CONVERSION EQUATION:

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LEGEND

EXISTING
PROPOSED

1/4"=1'-0" 1 0 1 2 3 7'

NO.	DATE	ISSUED FOR	BY
3	05/23	BID SET	GAB
2	08/22	BID SET	GAB
1	07/22	100% SUBMITTAL	GAB

DESIGNED GAB
DRAWN TB
CHECKED SJ
PROJ. ENGR. JMW

SHAJAN JOYKUTTY P.E.
No. 43323

Hazen
HAZEN AND SAWYER
4000 HOLLYWOOD BOULEVARD, SUITE 750N
HOLLYWOOD, FLORIDA 33021

SCALE: AS NOTED

CLIENTS PROJECT: -
ENGINEERS PROJECT: 4679-004
CAD REFERENCE: 4679-004-S01.dwg

CITY OF Cooper City Someplace Special
COOPER CITY

COOPER CITY UTILITIES DEPARTMENT
EFFLUENT PUMP REPLACEMENT

ELECTRICAL CONDUIT SUPPORT PLAN AND SECTIONS

DATE: MAY 2023
SHEET: 10 OF 22
DRAWING: S-01

BID SET

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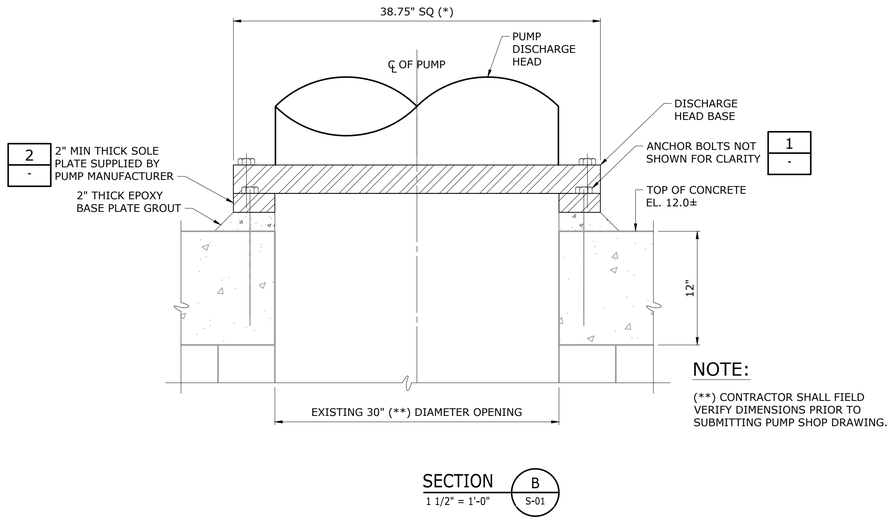
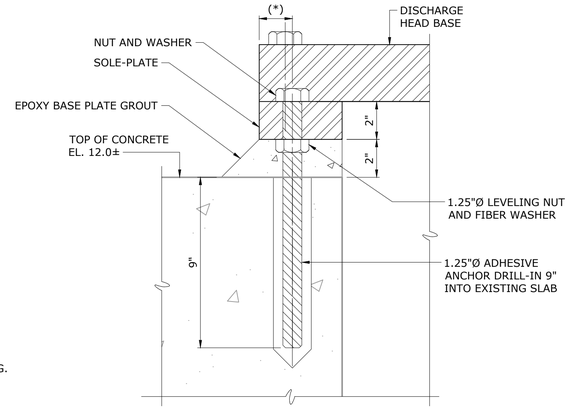


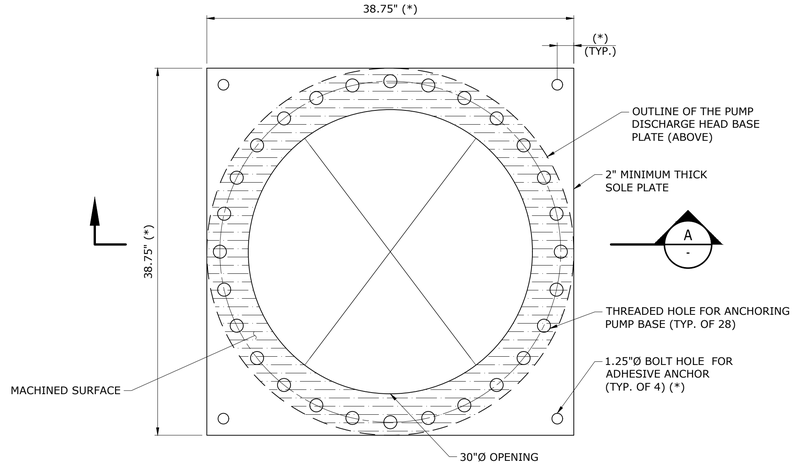
NOTE:

(**) CONTRACTOR SHALL FIELD VERIFY DIMENSIONS PRIOR TO SUBMITTING PUMP SHOP DRAWING.

SECTION B — 1 1/2" = 1'-0" — S-01



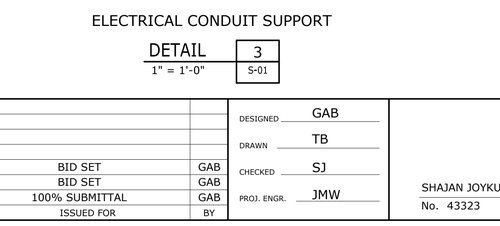
DETAIL 1 — 3" = 1'-0" — -



DETAIL 2 — 1 1/2" = 1'-0" — S-02

SOLE PLATE NOTES:

1. SOLE PLATE SHALL BE DESIGNED AND SUPPLIED BY THE PUMP MANUFACTURER.
2. THE CONTRACTOR IS RESPONSIBLE FOR THE ANCHOR DESIGN. SUBMIT SHOP DRAWING OF ANCHOR DESIGN WITH SIGNED AND SEALED CALCULATIONS AND DRAWINGS PREPARED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF FLORIDA. THE CONTRACTOR SHALL COORDINATE THE ANCHOR DESIGN AND THE SOLE PLATE DESIGN.
3. THE CONTACT AREA OF THE TOP OF THE SOLE PLATE SHALL BE MACHINED SMOOTH PER THE REQUIREMENTS OF THE PUMP MANUFACTURER.
4. SOLE PLATE SHALL BE LEVELED TO THE TOLERANCE SPECIFIED IN THE MANUFACTURER'S SHOP DRAWING (OR INSTALLATION INSTRUCTIONS) IN THE PRESENCE OF THE PUMP MANUFACTURER´S TECHNICAL REPRESENTATIVE.
5. DIMENSION MARKED WITH AN ASTERISK (*) MAY VARY BASED ON PUMP SUPPLIED. THE MAXIMUM DIMENSION SHALL BE COORDINATED BY THE CONTRACTOR TO ENSURE NO CONFLICT WITH THE EXISTING STRUCTURE.
6. EPOXY BASE PLATE GROUT SHALL BE "SIKADUR 42, GROUT-PAK" BY SIKA CORPORATION.

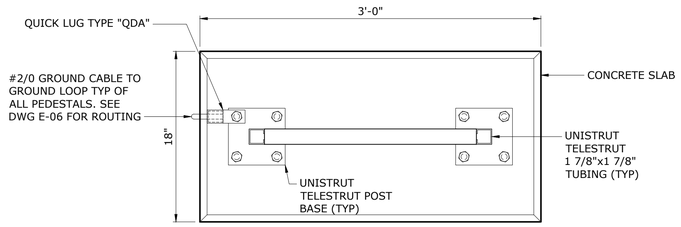


NOTES:

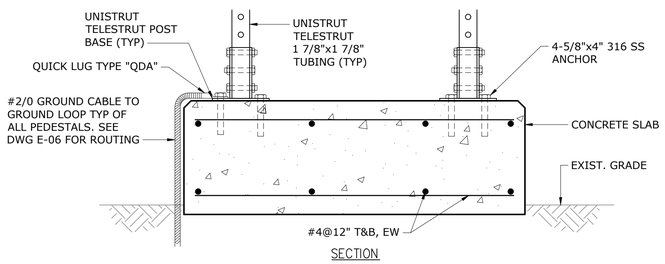
1. ALL MATERIALS SHOWN ARE ATKORE UNISTRUT PRODUCTS. ALTERNATE PRODUCTS MAY BE SUBMITTED FOR REVIEW.
2. ALL FRAMING MATERIALS SHALL BE GALVANIZED (C-90).
3. FASTENERS SHALL BE TYPE 316 SS.
4. ISOLATE DISSIMILAR MATERIALS.

ELECTRICAL CONDUIT SUPPORT

DETAIL 3 — 1" = 1'-0" — S-01



PLAN



SECTION

DETAIL A — 1 1/2" = 1'-0" — S-02

NGVD 1929 TO NAVD 1988 CONVERSION:

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NGVD 1929
1.61'
NAVD 1988

CONVERSION EQUATION:

NAVD 88 = NGVD 29 − 1.61'

LEGEND

EXISTING

PROPOSED

1/4"=1'–0" (1 0 1 2 3 7')

NO.	DATE	ISSUED FOR	BY
3	05/23	BID SET	GAB
2	08/22	BID SET	GAB
1	07/22	100% SUBMITTAL	GAB

DESIGNED GAB
DRAWN TB
CHECKED SJ
PROJ. ENGR. JMW

SHAJAN JOYKUTTY P.E.
No. 43323

Hazen
HAZEN AND SAWYER
4000 HOLLYWOOD BOULEVARD, SUITE 750N
HOLLYWOOD, FLORIDA 33021

SCALE: AS NOTED

CLIENTS PROJECT: -
ENGINEERS PROJECT: 4679-004
CAD REFERENCE: 4679-004-S02.dwg

CITY OF Cooper City Someplace Special

COOPER CITY

COOPER CITY UTILITIES DEPARTMENT
EFFLUENT PUMP REPLACEMENT

SECTION AND DETAILS

DATE: MAY 2023
SHEET: 11 OF 22
DRAWING: S-02

BID SET

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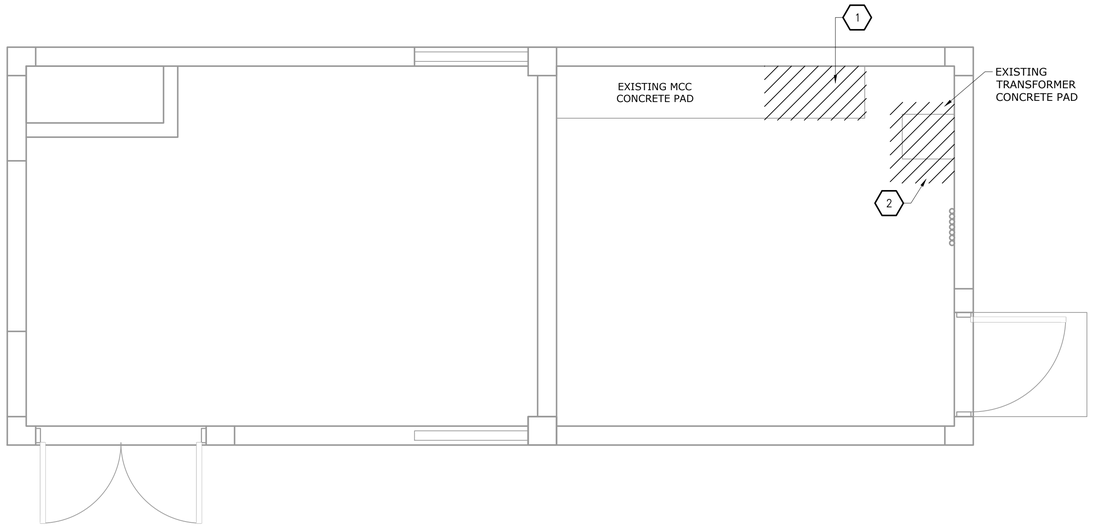
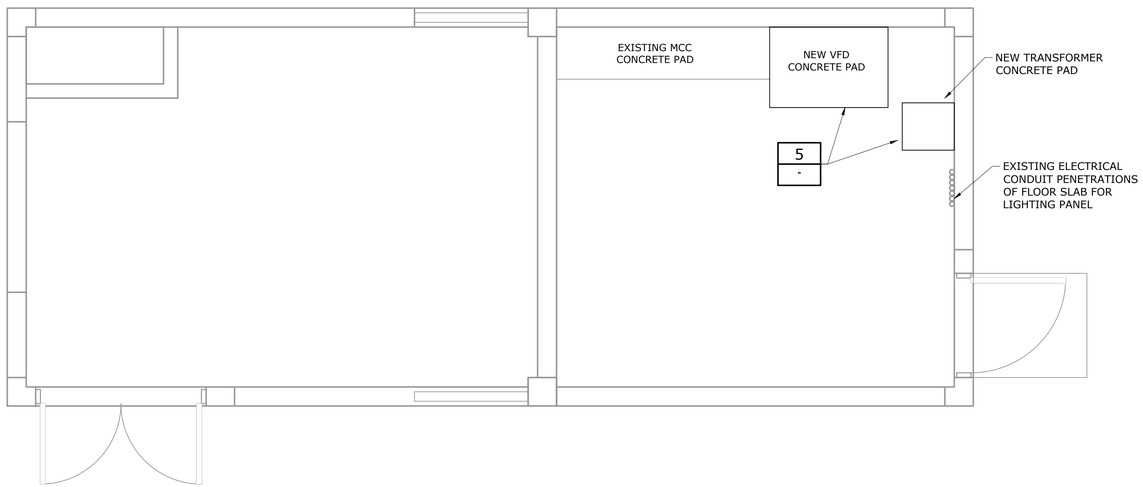


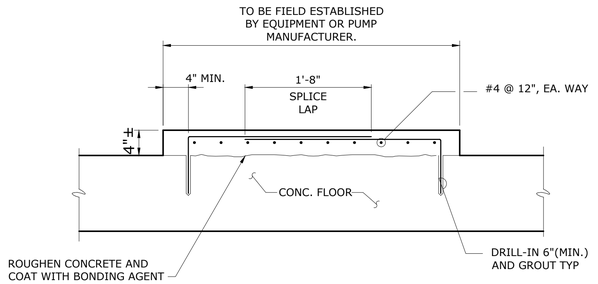
EXISTING PLAN

3/8"=1'-0"



PROPOSED PLAN

3/8"=1'-0"



SECTION

HOUSE KEEPING PAD

DETAIL 5

NTS -

NOTES:

1. WHERE DRAWINGS INDICATE A CONCRETE EQUIPMENT PAD TO BE DEMOLISHED, THE FLOOR SLAB SURFACE SHALL BE REPAIRED AS APPROVED BY ENGINEER. FOLLOWING SELECT DEMOLITION AND REMOVAL OF THE EQUIPMENT PAD REMOVAL THE REPAIR SHALL BE:
   A. SAWCUT THE FLOOR AROUND THE EQUIPMENT PAD PERIMETER TO A DEPTH OF 1/4".
   B. SCARIFY AND REMOVE SLAB CONCRETE WITHIN THE PERIMETER TO A NOMINAL 1/4" DEPTH CLEAN AND REMOVE ALL CONCRETE LAITANCE.
   C. RESURFACE THE AREA BY APPLYING A POLYMER MODIFIED OR SILICA FUME ENHANCED CEMENTITIOUS REPAIR MORTAR, APPROVED BY THE ENGINEER, FOLLOWING THE MANUFACTURER'S SURFACE PREPARATION AND APPLICATION RECOMMENDATIONS. LEVEL AND FINISH THE SURFACE TO MATCH THE FLOOR SLAB SURROUNDING AREA.
2. AFTER NEW VFD IS INSTALLED, CLEAN AND PREPARE ALL INTERIOR CONCRETE SURFACES, INCLUDING CEILING, FLOOR AND WALLS. COAT ALL INTERIOR CONCRETE SURFACES, INCLUDING CEILING, FLOOR AND WALLS WITH TWO COATS OF DURALKOTE 240, OR EQUAL.

KEYED NOTES:

1. SAW CUT AND REMOVE PORTION OF EXISTING CONCRETE PAD FOLLOWING REMOVAL OF MCC SECTIONS (COORDINATE WITH ELECTRICAL).
2. REMOVE EXISTING CONCRETE PAD AND REPLACE IT AT THE NEW LOCATION OF THE RELOCATED TRANSFORMER.

LEGEND

- EXISTING
- PROPOSED
- DEMOLISH

3/8"=1'-0" 12" 0 1 2 4'

NO.	DATE	ISSUED FOR	BY
3	05/23	BID SET	GAB
2	08/22	BID SET	GAB
1	07/22	100% SUBMITTAL	GAB

DESIGNED GAB
DRAWN TB
CHECKED SJ
PROJ. ENGR. JMW

SHAJAN JOYKUTTY P.E.
No. 43323

Hazen
HAZEN AND SAWYER
4000 HOLLYWOOD BOULEVARD, SUITE 750N
HOLLYWOOD, FLORIDA 33021

SCALE 3/8"=1'-0"

CLIENTS PROJECT: -
ENGINEERS PROJECT: 4679-004
CAD REFERENCE:4679-004-S03.dwg

CITY OF Cooper City Someplace Special
COOPER CITY

COOPER CITY UTILITIES DEPARTMENT
EFFLUENT PUMP REPLACEMENT
ELECTRICAL BUILDING

DATE : MAY 2023
SHEET : 12 OF 22
DRAWING: S-03

BID SET

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PLOT DATE: 2023/05/05 11:43:45 AM BY: EESSOTO

ELECTRICAL PLAN/LAYOUT

ONE LINE DIAGRAMS, RISER DIAGRAMS AND SCHEMATICS

ABBREVIATIONS

ABBR.	DESCRIPTION
A	AMMETER, AMPERE
AC	ALTERNATING CURRENT
ACL	ACROSS THE LINE - MOTOR STARTER
AF	CB AMPERE FRAME SIZE
AFD	ADJUSTABLE FREQUENCY DRIVE
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AHJ	AUTHORITY HAVING JURISTICTION
AIC	AMPERE INTERRUPTING CAPACITY
AL	ALUMINUM
ARC	ALUMINUM RIGID CONDUIT
AS	AMMETER SENSOR OR SWITCH
ASYM	ASYMMETRICAL
AT	CB AMPERE TRIP SETTING
ATS	AUTOMATIC TRANSFER SWITCH
AUX	AUXILIARY
AWG	AMERICAN WIRE GAUGE
BC	BARE COPPER
BCG	BATTERY CHARGER
BKRS	CIRCUIT BREAKERS
BLDG	BUILDING
C	CONDUIT, CONTACTOR
CB	CIRCUIT BREAKER
CDB	CONC ENCASED DUCT BANK
CKT	CIRCUIT
CMS	COMBINATION MOTOR STARTER
CNTL	CONTROL
C.O.	CONDUIT ONLY
CONC	CONCRETE
CPT	CONTROL POWER TRANSFORMER
CR	CONTROL RELAY
CT, C.T.	CURRENT TRANSFORMER
CU	COPPER
D	DUCT BANK
DC	DIRECT CURRENT
DEF	DIESEL EXHAUST FLUID
DPM	DIGITAL POWER MONITOR
EC, E.C.	EMPTY CONDUIT
ECB	EMERGENCY CIRCUIT BREAKER
ECDB	EX CONC ENCASED DUCT BANK
ECP	EQUIPMENT CONTROL PANEL
EF	EXHAUST FAN
EG	EMERGENCY GENERATOR
EMH	ELECT MANHOLE (SEE MAS)
EMT	ELECTRICAL METAL TUBING
ENCL	ENCLOSURE
EPB	EXISTING PULLBOX
EQUIP	EQUIPMENT
ERMC-A	ELECTRICAL RIGID METAL CONDUIT - ALUMINUM
ERMC-S	ELECTRICAL RIGID METAL CONDUIT - STEEL
ETM	ELAPSED TIME METER
EX	EXISTING
FDR	FEEDER
F,FU	FUSE
FI	FLOW INDICATOR
FLA	FULL LOAD AMPS
FLEX	FLEXIBLE CONDUIT
FLR	FLOOR
FLUOR	FLUORESCENT
FM	FLOW METER
F.O.	FAIL OPEN
FOC	FIBER OPTIC CABLE
FPL	FLORIDA POWER LIGHT
FRP	FIBERGLASS REINFORCED PLASTIC
FS	FLOW SWITCH
FT	FLOW TRANSMITTER
FUT	FUTURE
FVNR	FULL VOLTAGE NON-REVERSING
G	GREEN, GROUND
GALV	GALVANIZED
GDR	GROUNDING RESISTOR
GEC	GROUNDING ELECTRODE CONDUCTOR
GEN	GENERATOR
GFCI, GFI	GROUND FAULT CKT. INTERRUPTER
GFR	GROUND FAULT RELAY
GND	GROUND
GRS/GRC	GALVANIZED RIGID STEEL (CONDUIT)
GTB	GENERATOR TIE BREAKER

INSTRUMENTATION	
FE	FLOW SENSOR / ELEMENT
FIT	FLOW INDICATING TRANSMITTER
FIC	FLOW CONTROLLER
FI	FLOW INDICATOR
PE	PRESSURE SENSOR / ELEMENT
PIT	PRESSURE INDICATING TRANSMITTER
PIC	PRESSURE CONTROLLER
PI	PRESSURE INDICATOR

ABBREVIATIONS

ABBR.	DESCRIPTION
HH	HANDHOLE
HID	HIGH INTENSITY DISCHARGE
HOA	HAND/OFF/AUTO
HOR	HAND/OFF/REMOTE
HP	HORSEPOWER
HPS	HIGH PRESSURE SODIUM
HTR	HEATER
HV	HIGH VOLTAGE
HVAC	HEAT, VENTILATE, AIR CONDITION
HZ	HERTZ (FREQUENCY)
IC	INTERRUPTING CAPACITY
ID	INSIDE DIAMETER, IDENTIFICATION
IMC	INTERMEDIATE METAL CONDUIT
INST	INSTANTANEOUS
I/O	INPUT / OUTPUT SIGNALS
IP	INSTRUMENT PANEL
JB	JUNCTION BOX
K	KEY OR KIRK KEY INTERLOCK
kcmil, MCM	1000 CIRCULAR MILS
kV	KILOVOLTS
kVA	KILOVOLT-AMPERES
kVAR	KILOVOLT-AMPERES REACTIVE
kW	KILOWATT
kWh	KILOWATT-HOUR
LA	LIGHTING ARRESTER
LC	LOAD CENTER
LCP	LOCAL CONTROL PANEL
LED	LIGHT EMITTING DIODE
LFMC	LIQUID TIGHT FLEX METAL CONDUIT
LP-#	LIGHTING PANEL NUMBER #
LR	LOCAL/REMOTE OR LATCHING RELAY
LRA	LOCKED ROTOR AMPS
LS	LIMIT SWITCH
LTC	LIGHTING CONTACTOR
LTG	LIGHTING
LV	LOW VOLTAGE
M	MOTOR OR MOTOR CONTACTOR
MAS	MAINTENANCE ACCESS STRUCTURE
MA	MILLIAMPS
MAX	MAXIMUM
MBS	MANUAL BYPASS SWITCH
MC	METAL CLAD
MCA	MAXIMUM CIRCUIT AMPS
MCB	MAIN CIRCUIT BREAKER
MCC	MOTOR CONTROL CENTER
MCP	MOTOR CIRCUIT PROTECTOR
MDP	MAIN DISTRIBUTION PANEL
MERC	MERCURY VAPOR
MFG	MANUFACTURER
MFR	MULTI-FUNCTIONAL RELAY
MGB	MAIN GROUNDING BUS
MI	MECHANICAL INTERLOCK
MLO	MAIN LUGS ONLY
MOCP	MAXIMUM OVERCURRENT PROTECTION
MOV	MOTOR OPERATED VALVE
MPZ	MINI-POWER ZONE
MSC	MFR SUPPLIED CABLE
MTS	MANUAL TRANSFER SWITCH
MT	MOUNT
MTD	MOTOR TEMPERATURE DETECTORS
MV	MEDIUM VOLTAGE
N	NEUTRAL
NA	NOT APPLICABLE
NC	NORMALLY CLOSED
NEC	NATIONAL ELECTRIC CODE
NEMA	NATIONAL ELEC. MFR. ASSOC.
NF	NON-FUSED
NIC	NOT IN CONTRACT
NO	NORMALLY OPEN
NP	NAMEPLATE
NTS	NOT TO SCALE
OC	OCCUPANCY CONTROL
OD	OUTSIDE DIAMETER
OL	OVERLOAD
OH	OVERHEAD
OWS	OPERATOR WORK STATION

INSTRUMENTATION	
LE	LEVEL SENSOR / ELEMENT
LIT	LEVEL INDICATING TRANSMITTER
LIC	LEVEL CONTROLLER
LI	LEVEL INDICATOR
LSL	LEVEL SWITCH LOW
LSH	LEVEL SWITCH HIGH
TSH	TEMPERATURE SWITCH HIGH
*IR	*LVL, *PRESS, *FLOW - RECORDERS

ABBREVIATIONS

ABBR.	DESCRIPTION
P	POLE, PHASE
PB	PULL BOX OR PUSH BUTTON
PC	PHOTOCELL
PCP	PROCESS CONTROL PANEL
PF	POWER FACTOR
PH	PHASE
PLC	PROGRAMMABLE LOGIC CONTROLLER
PM	PHASE MONITOR
PMU	POWER MONITOR UNIT
PNL	PANEL
PP	POWER PANEL (480VAC)
PR	PAIR
PS	PRESSURE SWITCH
PT	POTENTIAL TRANSFORMER
PVC	POLYVINYL CHLORIDE CONDUIT
PWR	POWER
R	RELAY
RCPT	RECEPTACLE
REF	REFERENCE
REQD	REQUIRED
RM	ROOM
RMC	RIGID METAL CONDUIT
RMS	ROOT MEAN SQUARE
RS	RIGID STEEL
RTD	RESISTANCE TEMPERATURE DETECTOR
RTU	REMOTE TELEMETRY UNIT
RVSS	REDUCED VOLTAGE SOFT STARTER
SA	SURGE ARRESTER
SC	SURGE CAPACITOR
SEC	SECONDARY
SEL	SELECTOR
SF	SUPPLY FAN
SH	SPACE HEATER
SLD	SINGLE LINE DIAGRAM
SMH	SIGNAL MAINTENANCE HOLE
S/N	SOLID NEUTRAL
SPEC	SPECIFICATIONS
SPD	SURGE PROTECTIVE DEVICE
SSRVS	SOLID STATE REDUCED VOLTAGE START
SS	STAINLESS STEEL
SUB	SUBSTATION
SV	SOLENOID VALVE
SW	SWITCH
SWBD	SWITCHBOARD
SWGR	SWITCHGEAR
SYM	SYMMETRICAL
SYS	SYSTEM
T	THERMOSTAT
TB	TERMINAL BLOCK
TDR	TIME DELAY RELAY
TE	TERMINAL ENCLOSURE
TEL	TELEPHONE
TEMP	TEMPERATURE
TJB	TERMINAL JUNCTION BOX
TS	THERMAL SWITCH
TSP	TWISTED SHIELDED PAIR
TVSS	TRANSIENT VOLTAGE SURGE SUPPR.
TYP	TYPICAL
UGE	UNDERGROUND ELECTRIC UTILITY
U/G, UG	UNDERGROUND
UL, U.L.	UNDERWRITERS LABORATORY
UPS	UNINTERRUPTIBLE POWER SUPPLY
UTIL	UTILITY
UVR	UNDERVOLTAGE RELAY
V	VOLT OR VOLTMETER
VA	VOLTAMPERE
VAR	VOLTAMPERE REACTIVE
VFD	VARIABLE FREQUENCY DRIVE
VS	VOLTMETER SWITCH
W	WATT, WIRE
WHD	WATTHOUR DEMAND METER
WP	WEATHER PROOF
WW	WIREWAY
XFMR	TRANSFORMER
XMTR	TRANSMITTER
XP	EXPLOSION PROOF
Z	IMPEDANCE

INSTRUMENTATION	
HS	HAND SELECTOR SWITCH
SI	VFD SPEED INPUT SIGNAL
SK	VFD SPEED CONTROL SIGNAL

SYMBOL	DESCRIPTION
	TERMINAL JUNCTION BOX
	POWER PANELBOARD "H(X)" LIGHTING PANELBOARD "L(X)"
LCP	ELECTRICAL LOCAL CONTROL PANELS
X	CEILING MOUNTED DOWNLIGHT LUMINAIRE - SEE SCHEDULE FOR TYPE
X	FLUORESCENT LUMINAIRE, SURFACE OR LAY IN TYPE SEE SCHEDULE FOR TYPE
X	LUMINAIRE AND POLE - SEE SCHEDULE FOR TYPE
X	WALL MOUNTED LUMINAIRE - SEE SCHEDULE FOR TYPE
	GROUND ROD - 5/8" x 20' COPPER CLAD UNLESS OTHERWISE NOTED
	GROUND ROD IN TEST WELL - 5/8" x 20' COPPER CLAD UNLESS OTHERWISE NOTED
X	EXIT LIGHTS - SOLID SECTION IS DIRECTION OF FACE SEE SCHEDULE FOR TYPE
X	EMERGENCY LIGHT WITH BATTERY PACK SEE SCHEDULE FOR TYPE
#	LIGHTING FIXTURE POWER AND SWITCHING LEGEND X = FIXTURE TYPE # = CIRCUIT NUMBER
[B2] LPA-2	CONDUIT/CONDUCTOR - REFER TO CIRCUIT SCHEDULE HOME RUN - PANEL AND CIRCUIT NUMBER SHOWN
	EXPOSED CONDUIT AND CONDUCTORS*
	UNDERGROUND CONDUIT AND CONDUCTORS*
YCX	YARD CONDUIT. REFER TO YARD CONDUIT SCHEDULE
DB	DIRECT BURIED CONDUIT
D	CONCRETE ENCASED DUCT BANK
	CONDUIT, STUBBED AND CAPPED AS SHOWN
	GROUND WIRE, 4/0 CU UNLESS OTHERWISE NOTED
X #	WALL SWITCH: # - CIRCUIT NO. 2- DOUBLE POLE, 3- THREE WAY, 4- FOUR WAY, WP- WEATHERPROOF P- PILOT LIGHT, K- KEY OPERATED, D- DIMMER, CRE- CORROSION RESISTANT
X #	20A DUPLEX RECEPTACLE UNLESS SPECIFIED OTHERWISE WP - WEATHERPROOF, C - CLOCK HANGER TL - TWIST LOCK, CRE - CORROSION RESISTANT GFCI - GROUND FAULT INTERRUPTER, FTC - FULL TIME COVER
	20A QUADRAPLEX RECEPTACLE - UNLESS SPECIFIED OTHERWISE
	20A DUPLEX RECEPTACLE - UNLESS SPECIFIED OTHERWISE. LOCATED ABOVE COUNTER TOP
	20A DUPLEX RECEPTACLE - UNLESS SPECIFIED OTHERWISE. MOUNTED FLUSH IN FLOOR.
30	RECEPTACLE, SPECIAL PURPOSE - AMPERAGE AS INDICATED.
	TELEPHONE/DATA RECEPTACLE (OUTLET BOX, 18" AFF) W - WALL MOUNTED, 54" AFF
	TELEPHONE/DATA RECEPTACLE MOUNTED FLUSH IN FLOOR
J	JUNCTION BOX NEMA 12 ENCLOSURE UNLESS INDICATED OTHERWISE. 4X = NEMA 4X SS
F	FIRE ALARM PULL STATION
F	FIRE ALARM HORN/STROBE LIGHT
F	FIRE ALARM STROBE LIGHT
W	ELEVATOR WARNING LIGHT
SD HD	FIRE ALARM SMOKE OR HEAT DETECTOR
SD D	DUCT SMOKE DETECTOR
FACP	FIRE ALARM CONTROL PANEL
FAAP	FIRE ALARM ANNUNCIATOR PANEL
	CONDUIT CHASE
WH	WATER HEATER

SYMBOL	DESCRIPTION
E	ELECTRICAL INTERLOCK
400 600	DRAWOUT CIRCUIT BREAKER, LOW VOLTAGE 600= FRAME RATING, 400=TRIP SETTING
400 600	DRAWOUT CIRCUIT BREAKER, MEDIUM VOLTAGE 600= FRAME RATING, 400=TRIP SETTING
600 400	DRAWOUT FUSED SWITCH, LOW OR MEDIUM VOLTAGE 600= FRAME RATING, 400=FUSE RATING
(3)	CURRENT TRANSFORMER, NUMBER OF WINDINGS INDICATED
XFMR DRY kVA 3P/4W 480-120/208V	TRANSFORMER, VOLTAGES, PHASE AND RATING INDICATED AS APPLICABLE
	LIGHTNING ARRESTER
	CAPACITOR OR SURGE CAPACITOR
X 0-600V	METER SCALE RANGE SHOWN IF REQUIRED PM - PHASE MONITOR, A - AMPS P - POWER METER, V - VOLTS
	FUSE
TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSION
	GROUND
CPT 480V 120V	CONTROL TRANSFORMER
GFR	GROUND FAULT RELAY WITH C.T.
	PUSH-BUTTON SWITCH, MOMENTARY CONTACT, NORMALLY OPEN
	PUSH-BUTTON SWITCH, MOMENTARY CONTACT, NORMALLY CLOSED
	PUSH BUTTON SWITCH, MAINTAINED CONTACTS WITH MECHANICAL INTERLOCK
	REMOTE DEVICE
A	INDICATING LIGHT - LETTER INDICATES COLOR A - AMBER, G - GREEN B - BLUE, R - RED C - CLEAR, W - WHITE
A	PUSH TO TEST AND CONNECT INDICATING LIGHT SCHEMATIC DIAGRAMS ONLY A - AMBER, G - GREEN B - BLUE, R - RED C - CLEAR, W - WHITE
S	MOTOR, SQUIRREL CAGE INDUCTION UNLESS OTHERWISE NOTED - HORSEPOWER INDICATED
	OVERLOAD RELAY HEATER
1	MAGNETIC STARTER WITH NEMA SIZE INDICATED
M	MOTOR CIRCUIT PROTECTOR, MAGNETIC, 3 POLE UNLESS INDICATED OTHERWISE.
400	CIRCUIT BREAKER, THERMAL MAGNETIC TRIP SHOWN, 3 POLE UNLESS INDICATED OTHERWISE.
400 225	FUSED SWITCH, SWITCH AND FUSE CURRENT RATING INDICATED, 3 POLE UNLESS INDICATED OTHERWISE.
100	SWITCH - CURRENT RATING INDICATED, 3 POLE UNLESS INDICATED OTHERWISE.

SYMBOL	DESCRIPTION
60A 3P 60A 3P	DISC SWITCH - FUSED, NON-FUSED
G or Y	GENERATOR
S M	MANUAL MOTOR STARTER SWITCH, NEMA 4X UNLESS OTHERWISE NOTED. NUMBER OF POLES AS REQUIRED.
PB 4X	PUSH-BUTTON STATION, NEMA 12 ENCLOSURE UNLESS INDICATED OTHERWISE. 4X = NEMA 4X STAINLESS STEEL ENCLOSURE. SEE CONTROL DIAGRAMS FOR TYPE PUSH BUTTON REQUIRED.
30 **4X**	NONFUSED DISCONNECT SWITCH, SIZE INDICATED, 3 POLE UNLESS INDICATED OTHERWISE, NEMA 12 ENCLOSURE, 4X = NEMA 4X STAINLESS STEEL
F 40 60 4X	FUSED DISCONNECT SWITCH, SIZE INDICATED (60 = SWITCH RATING: 40 = FUSE RATING) 3 POLE UNLESS INDICATED OTHERWISE, NEMA 12 ENCLOSURE, 4X = NEMA 4X STAINLESS STEEL
LC 30 4X	LIGHTING CONTACTOR, CURRENT RATING INDICATED, NEMA 12 ENCLOSURE UNLESS INDICATED OTHERWISE. SEE CONTROL DIAGRAM FOR NUMBER OF POLES. 4X = NEMA 4X TYPE 316 STAINLESS STEEL
2 4X	MAGNETIC STARTER, NEMA SIZE INDICATED, NEMA 12 ENCLOSURE, UNLESS INDICATED OTHERWISE. SEE CONTROL DIAGRAM. 4X = NEMA 4X STAINLESS STEEL
2 4X	COMBINATION (FUSE OR CIRCUIT BREAKER AS INDICATED). MAGNETIC STARTER, NEMA SIZE INDICATED, NEMA 12 ENCLOSURE UNLESS INDICATED OTHERWISE. SEE CONTROL SCHEMATIC DIAGRAM. 4X = NEMA 4X STAINLESS STEEL
	ELECTRIC RESISTANCE HEATER
ETM	ELAPSED TIME METER
CRx	CONTACT - NORMALLY OPEN WITH COIL INDICATED
CRx	CONTACT - NORMALLY CLOSED WITH COIL INDICATED
CRx OR Rx LRx (L)	CONTROL RELAY, X = SEQUENTIAL NUMBER CONTROL RELAY, X=SEQUENTIAL NUMBER LATCHING RELAY, X=SEQUENTIAL NUMBER L - LATCH, U - UNLATCH
TDx NOTC	TIME DELAY RELAY, X=SEQUENTIAL NUMBER NOTC=NORMALLY OPEN TIMED CLOSED NOTO=NORMALLY OPEN TIMED OPEN AFTER CLOSE NCTO = NORMALLY CLOSED TIMED OPEN; NCTC = NORMALLY CLOSED TIMED CLOSED AFTER OPEN
	TEMPERATURE CLOSES ON FALLING TEMPERATURE CLOSES ON RISING TEMPERATURE
H O A XOO OOX	SELECTOR SWITCH: MAINTAINED CONTACT WITH CONTACT POSITION INDICATED, CHART IDENTIFIES OPERATION

	POSITION		
CKT.	HAND	OFF	AUTO
1	X	O	O
2	O	O	X

X - CLOSED CONTACT
O - OPEN CONTACT

GENERAL

SYMBOL	DESCRIPTION
	CONNECTION POINT TO EQUIPMENT SPECIFIED, FURNISHED AND INSTALLED UNDER OTHER SECTIONS. RACEWAY, CONDUCTOR AND CONNECTION IN THIS SECTION.
1"C, 2#12, 1#12G 1"C, 1-25/C TYPE 1	INDICATES RACEWAY AND CIRCUIT CONDUCTORS. FIRST NUMBER IS RACEWAY SIZE. THE FOLLOWING NUMBERS ARE THE CONDUCTOR QUANTITIES, SIZES, AND TYPES.
	THIS IS A STANDARD LEGEND SHEET. SOME SYMBOLS OR ABBREVIATIONS MAY APPEAR ON THIS SHEET AND NOT BE UTILIZED ON PROJECT.

X### "X" IS WIRING TYPE, "###" CONDUIT IDENTIFICATION

OR

YYY-X### "YYY" IS AREA (IF USED), "X" IS WIRING TYPE, "###" CONDUIT IDENTIFICATION

"A" = ANALOG SIGNAL WIRING
"C" = DISCRETE OR CONTROL WIRING
"D" = DATA HIGHWAY (FOC)
"L" = POWER CONDUCTORS 120-240V
"H" = POWER CONDUCTORS 440-480V
"U" = UTILITY POWER

✳ MCC - ASTERISK
□ INDIVIDUAL MOTOR CONTROLLER (SQUARE)
○ PANEL (HEXAGON)
△ FIELD (TRIANGLE)

NO.	DATE	ISSUED FOR	BY
3	05/23	BID SET	GAB
2	08/22	BID SET	GAB
1	07/22	100% SUBMITTAL	GAB

DESIGNED JMB
DRAWN TB
CHECKED -
PROJ. ENGR. JMW

JOHN C. BURKE P.E.
No. 17301

Hazen
HAZEN AND SAWYER
4000 HOLLYWOOD BOULEVARD, SUITE 750N
HOLLYWOOD, FLORIDA 33021

SCALE: AS NOTED

CLIENTS PROJECT: -
ENGINEERS PROJECT: 4679-004
CAD REFERENCE: 4679-004-E01.dwg

CITY OF Cooper City Someplace Special
COOPER CITY

COOPER CITY UTILITIES DEPARTMENT
EFFLUENT PUMP REPLACEMENT
LEGEND, SYMBOL AND ABBREVIATIONS

DATE: MAY 2023
SHEET: 13 OF 22
DRAWING: E-01

BID SET

File: G:\4679-000\4679-004\CAD_BIM\LEF\4679-004-E01 Saved By: TBOCAS Save Date: 2022/08/22 11:59 AM
PLOT DATE: 2023/05/05 11:43:49 AM BY: EESCOTO

BASIC ELECTRICAL REQUIREMENTS:

1.0 Scope of Work

1.1 THE SCOPE OF WORK SHALL BE AS DESCRIBED IN SPECIFICATION SECTION 16010.

1.2 THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS, INSPECTIONS AND APPROVALS AND TO INCLUDE ALL FEES AS PART OF HIS BID IF NOT OTHERWISE NOTED.

1.3 THE CONTRACTOR SHALL, BEFORE SUBMITTING HIS BID, VISIT THE SITE OF THE PROJECT AND BECOME FAMILIAR WITH THE EXISTING CONDITIONS. NO ALLOWANCE WILL BE MADE FOR EXISTING CONDITIONS OR FAILURE OF THE CONTRACTOR TO OBSERVE THEM.

1.4 IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH ALL LOCAL UTILITIES, INCLUDING THE POWER AND TELEPHONE UTILITIES TO MEET ALL OF THEIR INSTALLATION REQUIREMENTS. ALL FEES, LABOR, EQUIPMENT OR MATERIALS NECESSARY TO MEET THESE REQUIREMENTS IS TO BE INCLUDED IN THE BID. THE CONTRACTOR SHALL OBTAIN, DELIVER AND INSTALL ALL CONDUITS, PULL-BOXES AND EQUIPMENT AS REQUIRED BY THE UTILITIES TO THEIR SPECIFICATIONS. THE TELEPHONE UTILITY REPRESENTATIVE IS THE CITY'S TELEPHONE CONTRACTOR.

1.5 THE CONTRACTOR SHALL COORDINATE HIS WORK WITH THE ENGINEER AND OWNER.

1.6 THE CONTRACTOR SHALL PROVIDE ALL MATERIALS AND LABOR TO INSTALL THE ELECTRICAL SYSTEMS AS INDICATED ON THE DRAWINGS. ITEMS NOT SHOWN BUT OBVIOUSLY NECESSARY FOR COMPLETION OF THE WORK SHALL BE INCLUDED.

1.7 ALL EQUIPMENT AND MATERIAL SHALL BE NEW, UNUSED AND U.L. LISTED. ALL REFERENCES TO A PARTICULAR MANUFACTURER ARE GIVEN ON AN "APPROVED EQUAL" BASIS.

1.8 THE CONTRACTOR IS RESPONSIBLE TO TEST ALL SYSTEMS INSTALLED OR MODIFIED UNDER THIS PROJECT AND REPAIR OR REPLACE ALL DEFECTIVE WORK TO THE SATISFACTION OF THE ENGINEER AND OWNER.

1.9 ALL EQUIPMENT FURNISHED AND INSTALLED BY THE CONTRACTOR SHALL BE GUARANTEED AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM DATE OF ACCEPTANCE UNLESS OTHERWISE INDICATED IN SPECIFICATIONS.

1.10 SHOP DRAWINGS SHALL BE SUBMITTED FOR ALL ELECTRICAL & CONTROL EQUIPMENT AND MATERIAL.

2.0 Codes and Standards

2.1 THE INSTALLATION SHALL BE IN ACCORDANCE WITH THE MINIMUM FOLLOWING STANDARDS AND CODES:

2.2 NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

2.3 NATIONAL ELECTRICAL CODE (NEC), (NFPA 70 2017 EDITION)

2.4 NATIONAL ELECTRICAL SAFETY CODE, (NFPA 70E 2021 EDITION)

2.5 STANDARD FOR FIRE PROTECTION IN WASTEWATER TREATMENT AND COLLECTION FACILITIES, (NFPA 820 2020 EDITION)

2.6 OTHER NFPA CODES AS APPLICABLE

2.7 FLORIDA BUILDING CODE (FBC 2020 EDITION)

2.8 LOCAL CODES, CITY CODES REQUIRED BY THE AUTHORITY HAVING JURISDICTION.

2.9 AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

2.10 NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

2.11 INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS (IEEE)

2.12 INSULATED CABLE ENGINEERS ASSOCIATION (ICEA)

2.13 OCCUPATIONAL SAFETY AHD HEALTH ACT (OSHA)

2.14 AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

2.15 UNDERWRITERS LABORATORIES (UL) LISTING AND LABELING FOR ALL MATERIALS AND EQUIPMENT WHERE APPLICABLE STANDARDS EXIST

3.0 General Items

3.1 ALL CIRCUITS SHALL BE IDENTIFIED IN JUNCTION BOXES, PULL BOXES, CONTROL PANELS, PANELBOARDS, LIGHTING POLES, CONTROLLERS AND SERVICE POINTS. IDENTIFICATION SHALL MATCH PANELBOARD SCHEDULES.

3.2 ALL LOCATIONS OF EQUIPMENT, PANELS ETC. ARE SHOWN FOR ILLUSTRATION PURPOSES. CONTRACTOR SHALL VERIFY AND COORDINATE EXACT LOCATION AND SIZE WITH ALL SUBCONTRACTORS AND EQUIPMENT SUPPLIERS PRIOR TO ANY INSTALLATION AND THEN INSTALL AS SUCH WITH CORRESPONDING CONDUIT STUB-UPS.

3.3 SEE OTHER DISCIPLINE DRAWINGS FOR COORDINATION OF ALL DRAWINGS. ANY CONFLICTS SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION AND MOVEMENT OF CONDUITS OR OTHER ELECTRICAL EQUIPMENT SHALL BE ACCOMPLISHED WITHOUT ANY ADDITIONAL COST FOR THE OWNER.

3.4 THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONDUIT AND WIRING INSTALLATION FOR ALL VENDOR PROVIDED EQUIPMENT (PACKAGE SYSTEMS). IF THE SHOP DRAWINGS DIFFER FROM THE DESIGNED FACILITIES, THE CONTRACTOR SHALL REDESIGN THE FACILITIES AND SUBMIT THE REVISED DESIGN FOR THE ENGINEER'S APPROVAL ALONG WITH THE SHOP DRAWINGS. THERE SHALL BE NO ADDITIONAL COST TO THE OWNER FOR THE REDESIGN NOR FOR ANY ADDITIONAL CONDUITS AND WIRING. DURING SUBMITTAL THE CONTRACTOR SHALL VERIFY ALL SUPPLIED BREAKER SIZES FOR ALL PACKAGED SYSTEMS SUCH AS HVAC, EXHAUST FANS, MIXERS, CHEMICAL PUMPS ETC. AND MODIFY ALL BREAKERS IN MCC'S AND PANELBOARDS ACCORDINGLY WITHOUT ANY ADDITIONAL COST TO THE OWNER.

3.5 CONTRACTOR SHALL RESTORE SIDEWALKS, ROADWAYS, SOD AND SPRINKLER SYSTEM PIPING TO MATCH EXISTING, AFTER THE COMPLETION OF THE CONDUIT AND PULLBOX INSTALLATION.

3.6 ELECTRICAL EQUIPMENT SHALL BE DEFINED AS ANY ELECTRICAL DEVICE USED IN CONJUNCTION WITH OTHER EQUIPMENT REQUIRING ELECTRICITY FOR OPERATION. THIS INCLUDES BUT IS NOT LIMITED TO: DISCONNECT SWITCHES, JUNCTION BOXES, PANELBOARDS, TRANSFORMERS, LIGHTING FIXTURES, MOTOR STARTERS, SWITCHGEAR, MOTOR CONTROL CENTERS, CONTROLS, LOCAL CONTROL PANELS.

3.7 ALL REFERENCES TO STAINLESS STEEL (SS) SHALL MEAN TYPE 316 STAINLESS STEEL UNLESS OTHERWISE NOTED.

3.8 ALL ELECTRICAL EQUIPMENT OUTDOORS OR IN DESIGNATED CORROSIVE AREAS SHALL BE NEMA 4X 316 STAINLESS STEEL OR NON-METALLIC (FRP).

3.9 OUTDOOR LIGHTING FIXTURES SHALL BE COPPER FREE ALUMINUM.

3.10 CONTRACTOR SHALL PROVIDE AS PART OF THE ELECTRICAL SUBMITTAL, A LAYOUT OF THE ELECTRICAL ROOM SHOWING SIZES OF ALL EQUIPMENT INCLUDING LIGHTING, AND HVAC WITH THEIR SPATIAL RELATIONSHIPS.

3.11 CONTRACTOR SHALL PROVIDE AND INSTALL WIRE ID TAGS ON ALL WIRING THAT INTERFACES WITH OTHER EQUIPMENT. INSTRUMENTATION WIRING SHALL USE SIGNAL ID TAG FROM I/O LIST UNLESS OTHERWISE NOTED.

4.0 Operation and Maintenance Manuals

4.1 CONTRACTOR SHALL PROVIDE AN OPERATION AND MAINTENANCE MANUAL PER SPECIFICATIONS INCLUDING:
1. SUBMITTAL DATA STATING EQUIPMENT RATING AND SELECTED OPTION FOR EACH PIECE OF EQUIPMENT REQUIRING MAINTENANCE.
2. OPERATION AND MAINTENANCE MANUALS FOR EACH PIECE OF EQUIPMENT REQUIRING MAINTENANCE. REQUIRED ROUTINE MAINTENANCE ACTIONS SHALL BE CLEARLY IDENTIFIED
3. NAMES AND ADDRESSES OF AT LEAST ONE QUALIFIED SERVICE AGENCY

4.2 SEE SPECIFICATIONS FOR ADDITIONAL DETAILS

5.0 Project Coseout

5.1 CONTRACTOR SHALL PROVIDE RECORD DRAWINGS TO THE OWNER AND ENGINEER WITHIN 30 DAYS OF PUMP STATION ACCEPTANCE. THESE SHALL INCLUDE PER FBC EC C405.7.4.1:

5.2 A LAMINATED AND FRAMED MINIMUM 11X17 INCH SINGLE LINE DIAGRAM OF THE SITE ELECTRICAL SYSTEM SHALL BE PROVIDED FOR INSTALLATION ADJACENT TO THE MAIN ELECTRICAL GEAR.

5.3 PLAN VIEWS OF COMPLETE PUMP STATION

6.0 Raceways

6.1 CONDUITS RUN IN PARALLEL: INSTRUMENTATION CONDUITS SHALL HAVE A MINIMUM SEPARATION FROM POWER CONDUITS AS INDICATED IN TABLE WHETHER CONCRETE ENCASED DUCT BANKS, DIRECT BURIED, SURFACE OR RACKS:

VOLTAGE	DISTANCE
4160V	3 FT
480V	2 FT
120V	1 FT

6.2 NOT ALL CONDUITS SHOWN ON RISER AND ONE-LINE DIAGRAMS ARE SHOWN ON BUILDING LAYOUTS. CONTRACTOR SHALL SUPPLY ALL CONDUITS AND CABLES AS SHOWN ON RISERS AND ONE-LINE DIAGRAMS.

6.3 EXPOSED RUNS OF CONDUITS SHALL BE INSTALLED WITH RUNS PARALLEL OR PERPENDICULAR TO WALLS, STRUCTURAL MEMBERS OR INTERSECTIONS OF VERTICAL PLANES AND CEILINGS, WITH RIGHT ANGLE TURNS CONSISTING OF SYMMETRICAL BENDS OR PULL BOXES AS INDICATED ON THE DRAWINGS. BENDS AND OFFSETS SHALL BE AVOIDED WHERE POSSIBLE.

6.4 THE DRAWINGS ARE NOT INTENDED TO SHOW THE EXACT LOCATION OF CONDUIT RUNS. THESE ARE TO BE COORDINATED WITH THE OTHER TRADES SO THAT CONFLICTS ARE AVOIDED PRIOR TO INSTALLATIONS.

6.5 CONTRACTOR SHALL CORE DRILL, WHERE NECESSARY, CONCRETE WALLS, FLOORS, MANHOLES, HAND HOLES AND PULL BOXES FOR CONDUIT PENETRATIONS. SEAL PENETRATIONS WITH NON-SHRINK GROUT OR APPROPRIATE FIRE RATED DEVICES WHERE APPLICABLE.

6.6 ALL CONDUITS PENETRATING RATED FIRE WALLS OR RATED FIRE FLOORS SHALL BE INSTALLED WITH U.L. APPROVED DEVICES AND OR FIRE RATED SEALING COMPOUND TO MAINTAIN THE FIRE RATING OF THE WALL OR FLOOR PENETRATED.

6.7 PROVIDE CONDUIT DUCT SEAL AT ALL CONDUIT ENDS.

6.8 ALL SPARE, ABANDONED, OR EMPTY CONDUITS SHALL BE SEALED WITH A CAP AT BOTH ENDS AND A PULL STRING INSTALLED WITH IDENTIFICATION OF OTHER END LOCATION AT BOTH ENDS.

6.9 FLEXIBLE CONDUITS SHALL BE USED TO TERMINATE ALL MOTORS AND OTHER VIBRATING EQUIPMENT AND SHALL BE BETWEEN 18" AND 36" IN LENGTH.

6.10 ALL METALLIC CONDUITS BELOW GRADE TO A MINIMUM ELEVATION OF 12 INCHES ABOVE GRADE SHALL BE PVC COATED RIGID METAL CONDUIT (RMC).

6.11 ALL METALLIC CONDUITS 12 INCHES AND GREATER ABOVE GRADE SHALL BE RMC.

6.12 **ALL REFERENCES TO RMC SHALL MEAN ALUMINUM CONDUIT UNLESS OTHERWISE NOTED. (SEE 6.13 THRU 6.15)**

6.13 **ALL REFERENCES TO PVC COATED RMC SHALL MEAN PVC COATED RIGID ALUMINUM UNLESS OTHERWISE NOTED OR USED FOR ANALOG SIGNALS.**

6.14 **ALUMINUM AND PVC TYPE CONDUITS SHALL NOT BE USED FOR ANALOG INSTRUMENTATION WIRING.**

6.15 **ANALOG INSTRUMENTATION CONDUITS SHALL BE RIGID GALVANIZED STEEL (RGS) OR PVC COATED RGS. ALUMINUM CONDUIT NOT ACCEPTED.**

6.16 **ALL PVC CONDUIT FOR THIS PROJECT SHALL BE SCH.80.**

6.17 **ALL RMC CONDUITS THAT CONTACT CONCRETE SHALL BE PVC COATED.**

6.18 **ALL CONDUIT FITTINGS MATERIALS SHALL SHALL MATCH ASSOCIATED CONDUIT MATERIAL.**

7.0 Duct Banks & Manholes

7.1 LOCATIONS OF MANHOLES, HANDHOLES AND PULL BOXES ARE APPROXIMATE. CONTRACTOR SHALL COORDINATE EXACT LOCATION WITH EXISTING AND NEW PIPING OR CONDUIT AND ADJUST ACCORDINGLY.

7.2 COLORED WARNING TAPE 6" WIDE SHALL BE INSTALLED 8" BELOW FINISHED GRADE DIRECTLY ABOVE ALL UNDERGROUND YARD CONDUITS ACCORDING TO THE FOLLOWING SCHEDULE:

7.3 POWER: RED

7.4 ALL OTHER CONDUITS: GREEN

7.5 ALL EXCAVATIONS FOR CONDUITS, HANDHOLES, MANHOLES AND PULLBOXES NEAR EXISTING PIPING, CONDUIT AND EQUIPMENT SHALL BE HAND EXCAVATED AND COORDINATED WITH PLANT ENGINEER AT JEA.

7.6 MINIMUM DEPTH FROM TOP OF DUCT BANKS OR CONDUITS TO FINISHED GRADE SHALL BE 24" UNLESS OTHERWISE NOTED.

7.7 IF CONCRETE ENCASED DUCT BANKS INCLUDE POWER WITH ANY TYPE OF SIGNALS EXCEPT FIBER OPTIC CABLE, ALL CONDUITS SHALL BE METALLIC.

7.8 CONCRETE DUCT BANKS WITH POWER ONLY WIRING MAY BE PVC UNLESS OTHERWISE NOTED ON THE DRAWINGS.

7.9 SLOPE DUCT BANKS A MINIMUM 3 INCHES PER 100 FEET DOWN AWAY FROM BUILDINGS.

7.10 DUCT BANK CONCRETE SHALL BE MINIMUM CLASS C 2500 PSI

8.0 Conductors

8.1 ALUMINUM CONDUCTORS SHALL NOT BE USED FOR THIS PROJECT.

8.2 CONDUCTOR PULLING TENSIONS SHALL NOT EXCEED MANUFACTURER'S RECOMMENDATION. CONTRACTOR SHALL INSTALL PULL BOXES TO MEET MANUFACTURER'S REQUIREMENTS.

8.3 POWER CONDUCTORS USED AT A VOLTAGE GREATER THAN 240V TO GROUND SHALL BE XHHW-2 STRANDED COPPER. OTHER POWER WIRING SHALL BE EITHER XHHW OR THWN STRANDED COPPER WIRING.

8.4 BRANCH CIRCUITS EXCEEDING 100 FT IN LENGTH SHALL BE WIRED WITH MINIMUM #10 AWG COPPER WIRES. CONTRACTOR SHALL VERIFY REQUIRED WIRE SIZE WITH VOLTAGE DROP CALCULATIONS.

9.0 Boxes

9.1 ALL ENCLOSURES, TJB, WIREWAY, PULL BOXES ETC. SHALL CONTAIN A GROUNDING BUS. CONNECT ALL RACEWAY BONDS TO THIS BUS VIA GROUNDING BUSHING AND EXTEND BONDING JUMPER FROM THIS BUS TO THE ENCLOSURE.

9.2 ALL JUNCTIONS BOXES, LOCAL CONTROL PANELS, DISCONNECT SWITCHES AND INSTALLATION HARDWARE INSTALLED OUTDOORS SHALL BE 316 STEEL.

10.0 Panels

10.1 ALL CONTROL PANELS SHALL BE CONSTRUCTED BY A UL 508A APPROVED PANEL VENDOR AND SHALL BEAR A UL 508A LABEL ON THE PANEL.

10.2 TYPEWRITTEN AND LAMINATED PANEL SCHEDULES SHALL BE INSTALLED IN EACH PANELBOARD, AND TYPEWRITTEN TERMINAL BLOCK SCHEDULES IN EACH CONTROL CABINET.

10.3 ALL PANELBOARDS SHALL INCLUDE AN INTEGRAL FACTORY INSTALLED SURGE PROTECTION DEVICES (SPD AKA TVSS).

10.4 CONTRACTOR SHALL BALANCE PANELBOARD LOADS AT THE END OF THE PROJECT.

11.0 Grounding

11.1 GROUNDING SHALL BE INSTALLED IN ACCORDANCE WITH NEC, ARTICLE 250. THE GROUNDING SYSTEM TEST SHALL NOT EXCEED A 48 HOUR SPAN DRY RESISTANCE OF 10 OHMS. ADDITIONAL GROUNDING TO MEET THIS REQUIREMENT SHALL BE INSTALLED AT NO EXTRA COST. GROUNDING AND BONDING CONNECTIONS SHALL NOT BE PAINTED. ALL GROUNDING CONNECTIONS SHALL BE EXOTHERMIC UNLESS SPECIFICALLY INDICATED OTHERWISE.

11.2 AN EQUIPMENT GROUND WIRE SIZED PER NEC SHALL BE PULLED IN ALL ELECTRICAL CONDUITS, POWER AND CONTROL, WHETHER OR NOT INDICATED ON THE PLANS.

11.3 ALL ELECTRICAL EQUIPMENT SHALL BE CONNECTED TO GROUNDING COUNTERPOISE.

12.0 Instrumentation

12.1 INSTRUMENTATION IS LOW VOLTAGE SIGNALS SUCH AS 4-20MA, TELEPHONE COMMUNICATION, FIRE ALARM COMMUNICATION. POWER CONDUITS SHALL ONLY CROSS INSTRUMENTATION CONDUIT PERPENDICULARLY AT RIGHT ANGLES WITH 6" SEPARATION.

12.2 THE POWER AND SIGNAL SIDES OF ALL EXTERIOR INSTALLED INSTRUMENTATION SHALL HAVE SURGE PROTECTION AND SHALL BE GROUNDED TO A SEPARATE GROUND ROD AT THE INSTRUMENT.

12.3 INSTRUMENTATION GROUND SHALL BE A #6 AWG COPPER CONNECTED TO THE GROUND GRID OR CONNECTED TO A DRIVEN GROUND. #6 GROUND WIRE SHALL BE INSTALLED IN CONDUIT WHERE EXPOSED. GROUND RODS SHALL BE 5/8" OR 3/4" BY A MINIMUM OF 20' IN LENGTH, AS INDICATED ON THE DRAWINGS.

12.4 CONTRACTOR SHALL INSTALL A SWITCH TO DISCONNECT POWER AT EACH FOUR WIRE INSTRUMENT.

13.0 Signage

13.1 CONTRACTOR SHALL PROVIDE SIGNAGE PER NEC 110.24 AND NEC 702.7 AT THE SERVICE ENTRANCE EQUIPMENT.

13.2 CONTRACTOR SHALL PROVIDE SIGNAGE PER NFPA 110 FOR THE EMERGENCY SHUT-OFF BUTTON LOCATED ON THE NORTH EAST OUTSIDE CORNER OF THE ELECTRICAL BUILDING.

13.3 CONTRACTOR SHALL PROVIDE SIGNAGE PER NFPA 704 FOR THE FUEL SUPPLY.

13.4 CONTRACTOR SHALL PROVIDE AND INSTALL ARC-FLASH HAZARD WARNING LABELS PER NEC 110.16 AND 110.21. THESE RULES APPLY AS A MINIMUM TO SWITCHBOARDS, SWITCHGEAR, PANELBOARDS, MOTOR CONTROL CENTERS, INDUSTRIAL CONTROL PANELS, METER SOCKET ENCLOSURES, AND ENCLOSED CIRCUIT BREAKERS.

14.0 Electrical Devices (Sw and Recp)

14.1 ALL RECEPTACLES SHALL BE INSTALLED 18" AFF UNLESS OTHERWISE NOTED. LIGHT SWITCHES SHALL BE MOUNTED 48" AFF UNLESS OTHERWISE NOTED.

14.2 ALL RECEPTACLES WITHIN 6' OF A SINK SHALL BE GFI.

14.3 CONTRACTOR SHALL PROVIDE, INSTALL, TERMINATE AND TEST NEW STATION TELEMETRY EQUIPMENT.

NO.	DATE	ISSUED FOR	BY
3	05/23	BID SET	GAB
2	08/22	BID SET	GAB
1	07/22	100% SUBMITTAL	GAB

DESIGNED JMB
DRAWN TB
CHECKED JCB
PROJ. ENGR. JMW

JOHN C. BURKE P.E.
No. 17301

Hazen
HAZEN AND SAWYER
4000 HOLLYWOOD BOULEVARD, SUITE 750N
HOLLYWOOD, FLORIDA 33021

SCALE: AS NOTED

CLIENTS PROJECT: -
ENGINEERS PROJECT: 4679-004
CAD REFERENCE: 4679-004-E02.dwg

CITY OF Cooper City Someplace Special
COOPER CITY

COOPER CITY UTILITIES DEPARTMENT
EFFLUENT PUMP REPLACEMENT
GENERAL ELECTRICAL NOTES

DATE: MAY 2023
SHEET: 14 OF 22
DRAWING: E-02

BID SET

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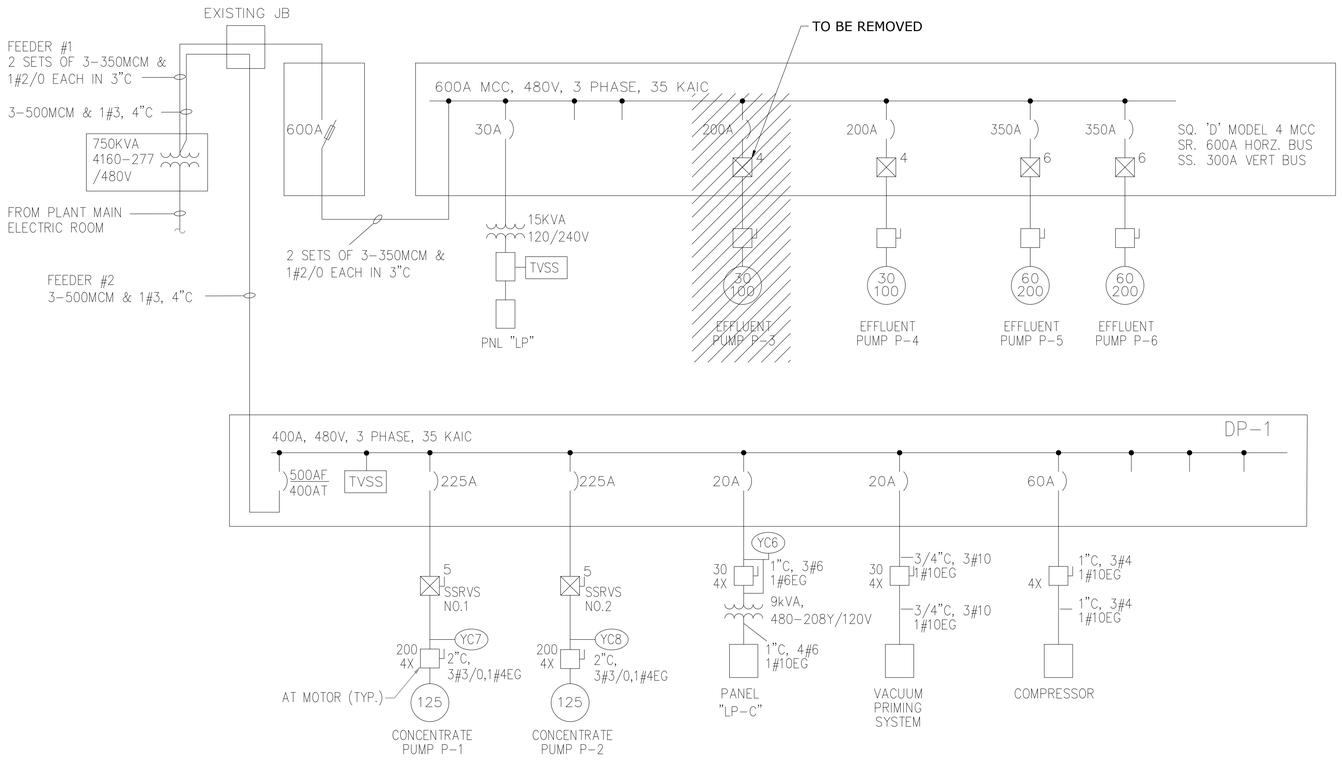


EXISTING SINGLE LINE DIAGRAM/RISER MODIFICATIONS

NOT TO SCALE

TRANSFORMER LOAD SUMMARY

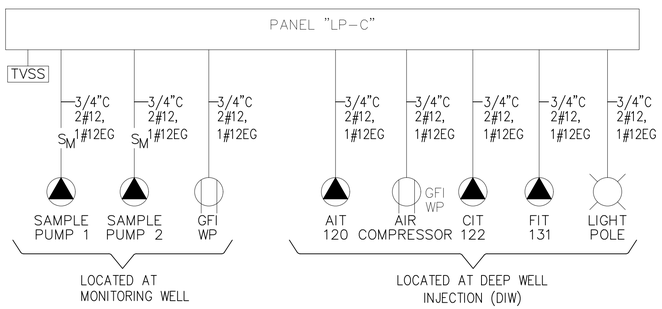
DESCRIPTION	CONNECTED LOAD	RUNNING LOAD
FEEDER #1		
EXISTING MCC	850A	470A
FEEDER #2		
PANEL DP-1		326A
TOTAL		796A

EXISTING 750 KVA TRANSFORMER
AMPACITY @480V, 3ø, 903A

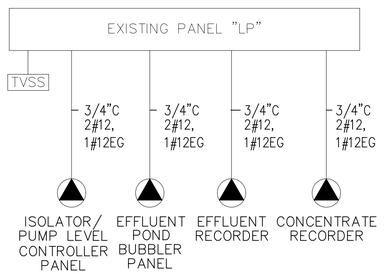
FEEDER #2 CALCULATION

480V, 3ø

	RUNNING LOAD
PANEL DP-1	326A
TOTAL	326A
25% OF LARGEST MOTOR	39A
FEEDER #2 TOTAL	365A



PANELBOARD "LP-C" RISER DIAGRAM



EXISTING PANELBOARD "LP" RISER DIAGRAM

NO.	DATE	ISSUED FOR	BY
3	05/23	BID SET	GAB
2	08/22	BID SET	GAB
1	07/22	100% SUBMITTAL	GAB

DESIGNED JMB
DRAWN TB
CHECKED JCB
PROJ. ENGR. JMW

JOHN C. BURKE P.E.
No. 17301

Hazen
HAZEN AND SAWYER
4000 HOLLYWOOD BOULEVARD, SUITE 750N
HOLLYWOOD, FLORIDA 33021

SCALE: AS NOTED

CLIENTS PROJECT: -
ENGINEERS PROJECT: 4679-004
CAD REFERENCE: 4679-004-E03.dwg

CITY OF Cooper City Someplace Special
COOPER CITY

COOPER CITY UTILITIES DEPARTMENT
EFFLUENT PUMP REPLACEMENT
EXISTING SINGLE LINE DIAGRAM & RISER DIAGRAMS

DATE: MAY 2023
SHEET: 15 OF 22
DRAWING: E-03

BID SET

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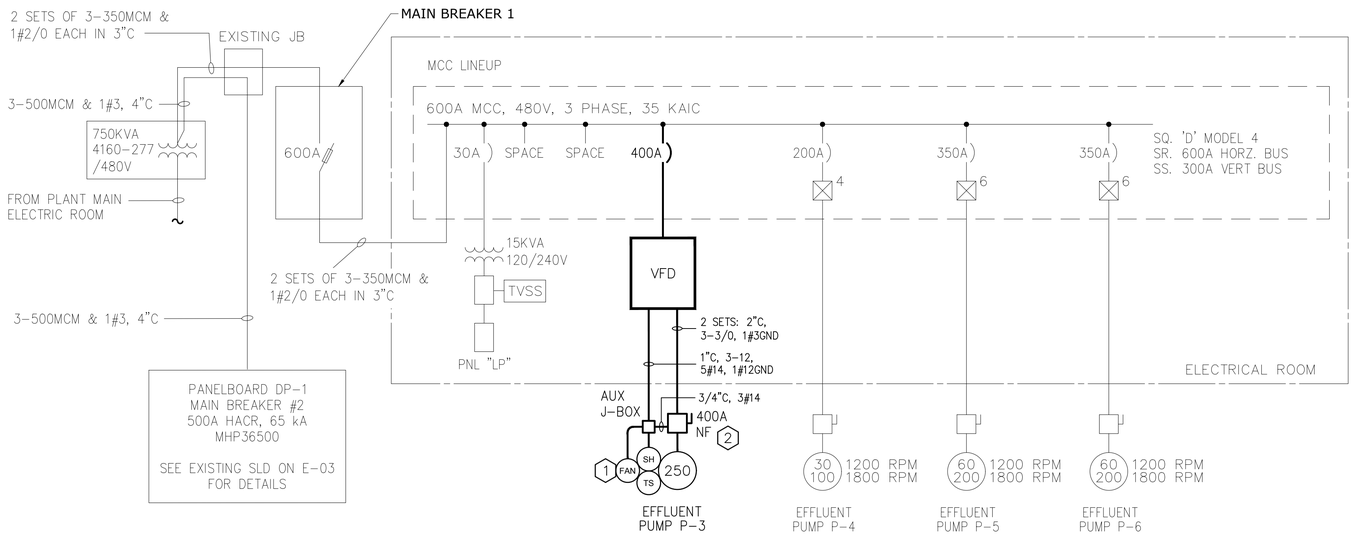


PROPOSED SINGLE LINE DIAGRAM MODIFICATIONS

NOT TO SCALE

NOTES

1. CONTRACTOR SHALL COORDINATE POWER DOWN TIME WITH PLANT SUPERVISOR FOR REMOVING EXISTING MCC SECTIONS 5 & 6. DELIVER MCC SECTIONS TO OWNER FOR DISPOSAL.
2. CONTRACTOR SHALL PROVIDE AND INSTALL A NEW VFD IN NEMA 12 ENCLOSURE FOR NEW 250HP PUMP. LABEL VFD AS "EFFLUENT PUMP NO.3".
3. CONTRACTOR SHALL DEMOLISH EXISTING MCC PUMP P-3 CUBICLE AND SHALL PROVIDE AND INSTALL A NEW 400A CIRCUIT BREAKER / CUBICLE. PROVIDE AND INSTALL A NEW BLANK COVER FOR UNUSED SPACE.
4. CONTRACTOR SHALL DEMOLISH EXISTING PUMP #3, SIX POLE DISCONNECT ADJACENT TO EXISTING PUMP LOCATION. CONTRACTOR SHALL PROVIDE AND INSTALL A NEW 400A, 480V, 3 POLE W/GND, NEMA 4X SS DISCONNECT SWITCH AT PUMP.

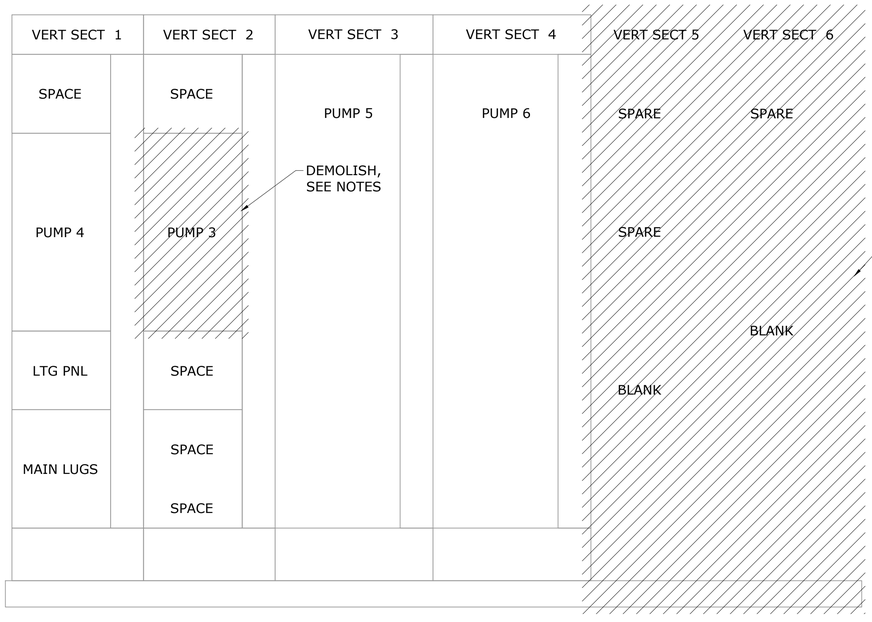
KEYED NOTES:

(1) MOTOR AUXILIARY COOLING FAN SHALL BE CONTROLLED FROM THE VFD. SEE MOTOR AND VFD SPECIFICATIONS FOR DETAILS.
MOTOR AUXILIARY COOLING FAN VOLTAGE SHALL BE 120VAC, 1 PHASE FROM EXISTING PANEL LP.
CONTRACTOR SHALL PROVIDE AND INSTALL A NEW CIRCUIT BREAKER FOR AUX FAN IN PANEL LP.
CONTRACTOR SHALL PROVIDE CONDUIT AND WIRING BETWEEN PANEL LP AND THE VFD TO POWER THE AUXILIARY COOLING FAN. THE FAN WIRING SHALL EXTEND FROM THE VFD TO THE PUMP AUXILIARY FAN VIA CONTROL CONDUIT AS SHOWN ON DRAWING E-04 AND E-09.

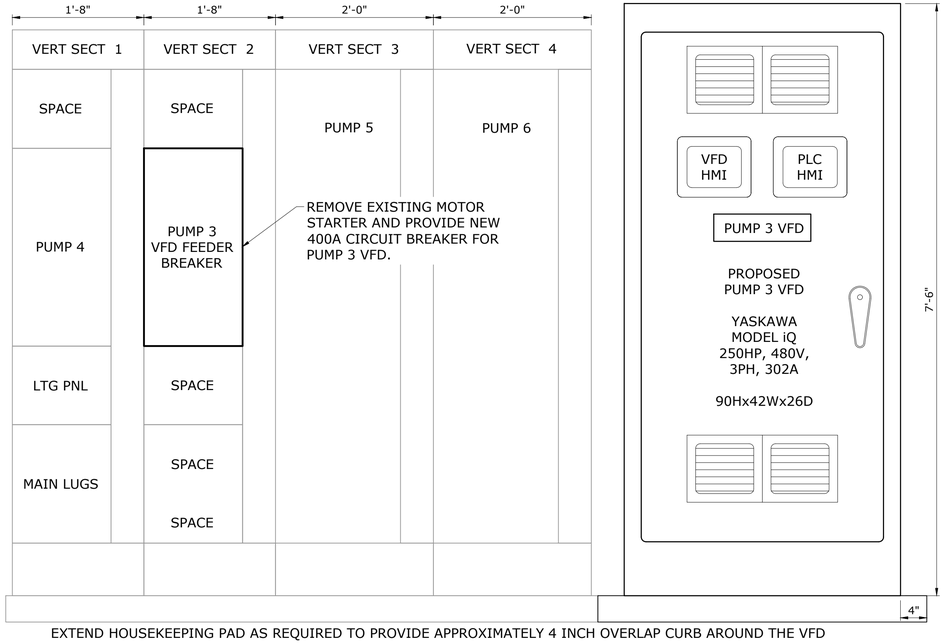
(2) PUMP DISCONNECT SHALL INCLUDE FORM "C" AUXILIARY CONTACTS.

COOPER CITY EFFLUENT PUMPS STATION ELECTRICAL LOAD CALCULATIONS

LOAD DESCRIPTION	CONNECTED kVA	CONNECTED AMPS	OPERATING AMPS
DISCONNECT 1 (MCC)			
PUMP 3 @ 250HP	250	302	
PUMP 4 @ 100HP	100	124	
PUMP 5 @ 200HP	200	240	216
PUMP 6 @ 200HP	200	240	216
LCP AUXILIARY LOADS (15kVA)	15	18	60
25% OF LARGEST MOTOR LOAD	63	76	
TOTALS @ 480V, 3PH	**828**	**1000**	**492**
DISCONNECT 2 (DP1)			
CONCENTRATE PUMP 1 @ 125HP	125	156	140
CONCENTRATE PUMP 2 @ 125HP	125	156	
LCP AUXILIARY LOADS (9kVA)	9	11	9
AIR COMPRESSOR	5		
25% OF LARGEST MOTOR LOAD	31	39	-
TOTALS @ 480V, 3PH	**295**	**362**	**149**
AVAILABLE FAULT CURRENT:		**17372 A**	



EXISTING MCC ELEVATION



EXTEND HOUSEKEEPING PAD AS REQUIRED TO PROVIDE APPROXIMATELY 4 INCH OVERLAP CURB AROUND THE VFD

PROPOSED MCC ELEVATION

NO.	DATE	ISSUED FOR	BY
3	05/23	BID SET	GAB
2	08/22	BID SET	GAB
1	07/22	100% SUBMITTAL	GAB

DESIGNED JMB
DRAWN TB
CHECKED -
PROJ. ENGR. JMW

JOHN C. BURKE P.E.
No. 17301

Hazen
HAZEN AND SAWYER
4000 HOLLYWOOD BOULEVARD, SUITE 750N
HOLLYWOOD, FLORIDA 33021

SCALE
AS NOTED

CLIENTS PROJECT: -
ENGINEERS PROJECT: 4679-004
CAD REFERENCE:4679-004-E04.dwg

CITY OF Cooper City Someplace Special
COOPER CITY

COOPER CITY UTILITIES DEPARTMENT
EFFLUENT PUMP REPLACEMENT
PROPOSED SINGLE LINE DIAGRAM

DATE : MAY 2023
SHEET : 16 OF 22
DRAWING: E-04

BID SET

631

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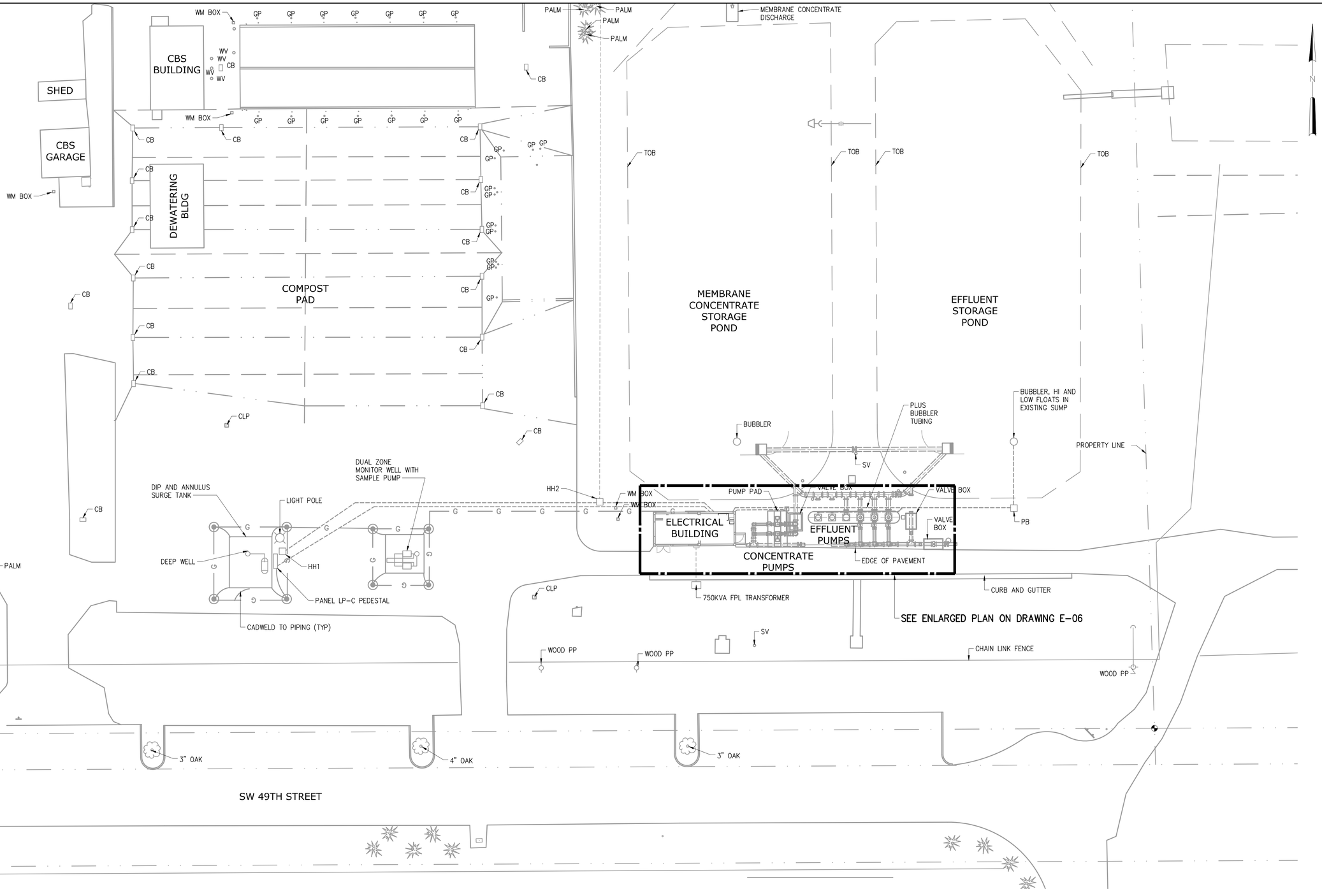

Call 48 hours before you dig

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Sunshine State One Call of Florida, Inc.

1"=20'-0"

20 10 0 20'

NO.	DATE	ISSUED FOR	BY
3	05/23	BID SET	GAB
2	08/22	BID SET	GAB
1	07/22	100% SUBMITTAL	GAB

DESIGNED JMB
DRAWN TB
CHECKED JCB
PROJ. ENGR. JMW

JOHN C. BURKE P.E.
No. 17301

Hazen

HAZEN AND SAWYER
4000 HOLLYWOOD BOULEVARD, SUITE 750N
HOLLYWOOD, FLORIDA 33021

SCALE 1"=20'

CLIENTS PROJECT: -

ENGINEERS PROJECT: 4679-004

CAD REFERENCE:4679-004-E05.dwg

CITY OF Cooper City Someplace Special

COOPER CITY

COOPER CITY UTILITIES DEPARTMENT

EFFLUENT PUMP REPLACEMENT

OVERALL ELECTRICAL SITE PLAN

DATE : MAY 2023

SHEET : 17 OF 22

DRAWING: E-05

BID SET

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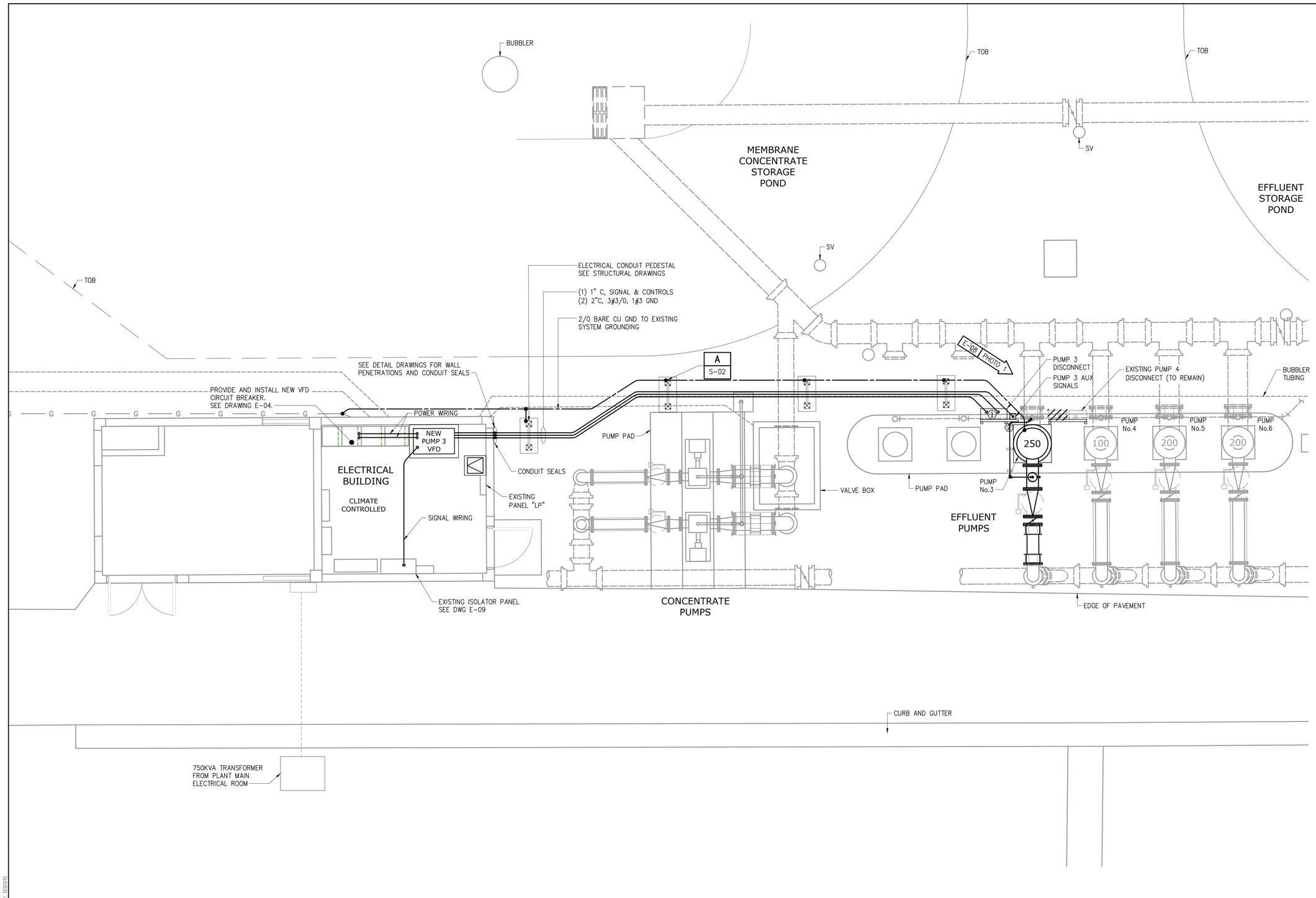

NOTES:

1. WEIGHT OF THE 3 CONDUITS AND WIRE IS APPROXIMATELY 12 LBS/LF

① TOP CONDUIT ENTRY SHALL BE VIA WEATHER PROOF HUBS.

② AUXILIARY SIGNAL J-BOX SHALL BE STAINLESS STEEL, MINIMUM 6"x6"x4"D WITH GASKET AND HINGED COVER. TOP ENTRY SHALL BE VIA WEATHERPROOF HUBS.

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LEGEND

- EXISTING
- PROPOSED
- DEMOLISH
- PHOTO # SHT — DIRECTION PHOTO WAS TAKEN

1"=4'-0" (4 2 0 4')

NO.	DATE	ISSUED FOR	BY
3	05/23	BID SET	GAB
2	08/22	BID SET	GAB
1	07/22	100% SUBMITTAL	GAB

DESIGNED JMB
DRAWN TB
CHECKED JCB
PROJ. ENGR. JMW

JOHN C. BURKE P.E.
No. 17301

Hazen
HAZEN AND SAWYER
4000 HOLLYWOOD BOULEVARD, SUITE 750N
HOLLYWOOD, FLORIDA 33021

SCALE 1"=4'

CLIENTS PROJECT: -
ENGINEERS PROJECT: 4679-004
CAD REFERENCE: 4679-004-E06.dwg

CITY OF Cooper City Someplace Special
COOPER CITY

COOPER CITY UTILITIES DEPARTMENT
EFFLUENT PUMP REPLACEMENT

ENLARGED ELECTRICAL SITE PLAN

DATE: MAY 2023
SHEET: 18 OF 22
DRAWING: E-06

BID SET

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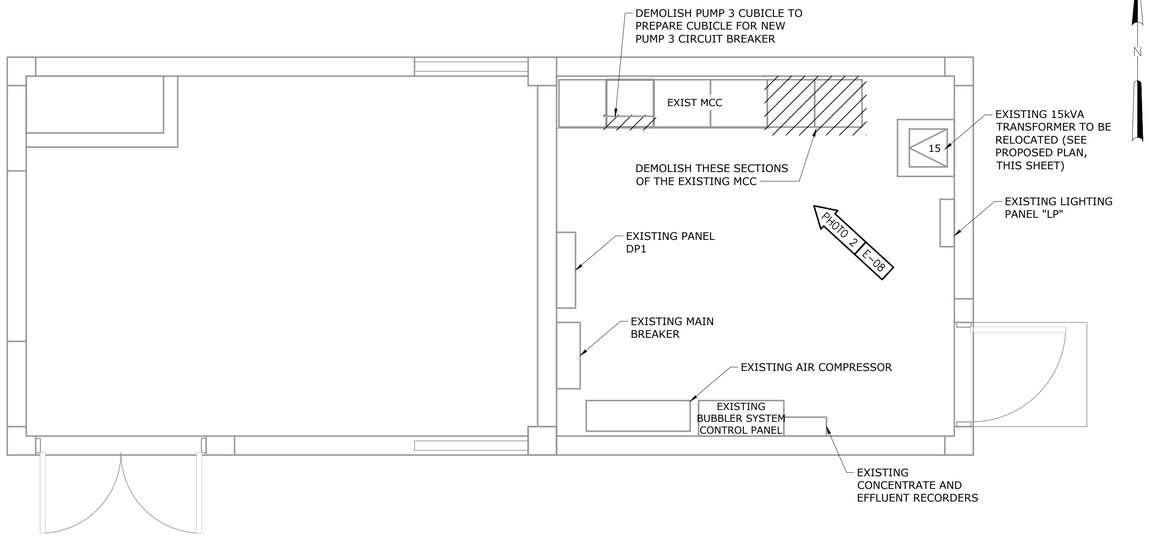
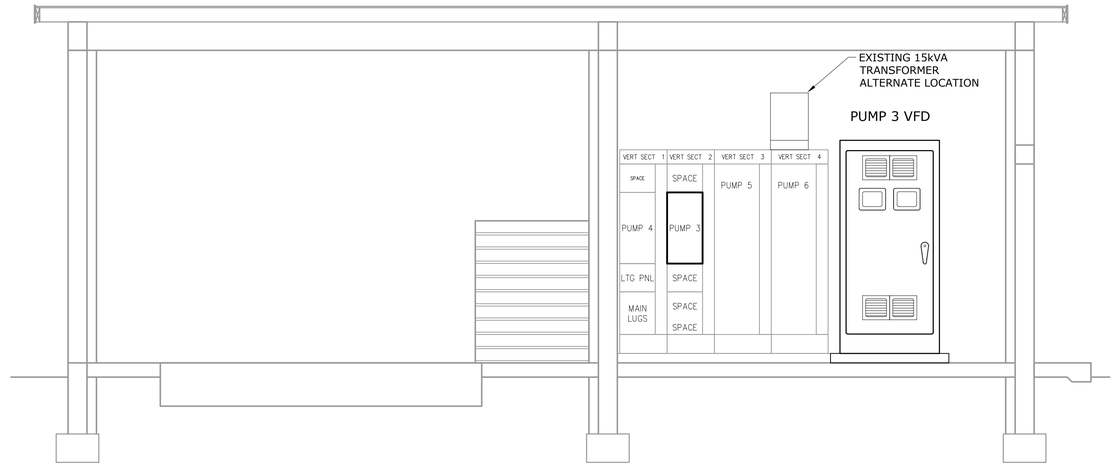


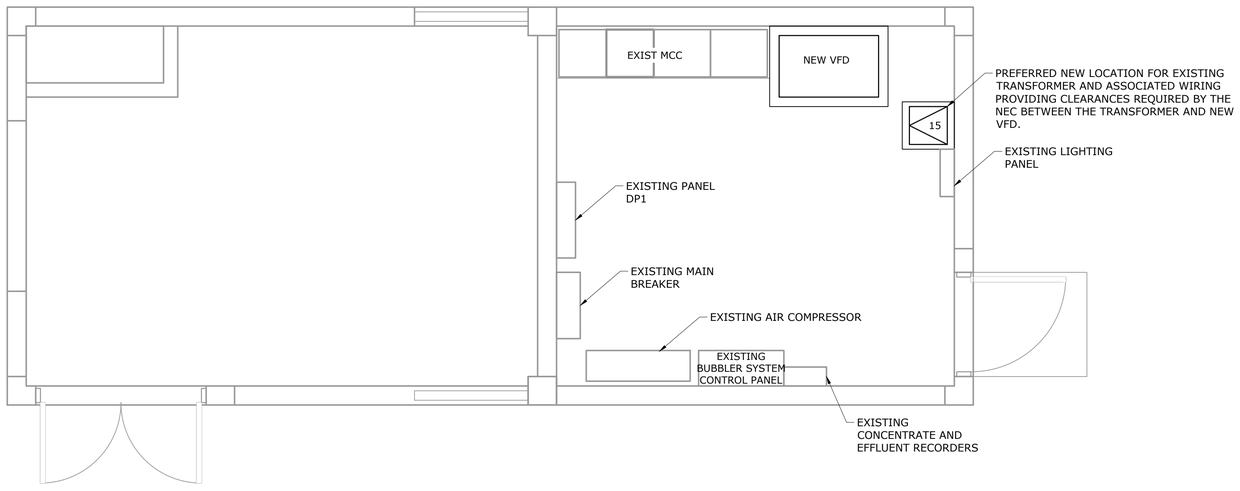
EXISTING PLAN

3/8"=1'-0"



PROPOSED ELEVATION

3/8"=1'-0"



PROPOSED PLAN

3/8"=1'-0"

LEGEND

- EXISTING
- PROPOSED
- DEMOLISH
- PHOTO # SHT — DIRECTION PHOTO WAS TAKEN

3/8"=1'-0"

12" 0 1 2 4'

NO.	DATE	ISSUED FOR	BY
3	05/23	BID SET	GAB
2	08/22	BID SET	GAB
1	07/22	100% SUBMITTAL	GAB

DESIGNED JMB
DRAWN TB
CHECKED JCB
PROJ. ENGR. JMW

JOHN C. BURKE P.E.
No. 17301

Hazen
HAZEN AND SAWYER
4000 HOLLYWOOD BOULEVARD, SUITE 750N
HOLLYWOOD, FLORIDA 33021

SCALE 3/8"=1'-0"

CLIENTS PROJECT: -
ENGINEERS PROJECT: 4679-004
CAD REFERENCE:4679-004-E07.dwg

CITY OF Cooper City Someplace Special
COOPER CITY

COOPER CITY UTILITIES DEPARTMENT
EFFLUENT PUMP REPLACEMENT
MCC ROOM DEMOLITION AND PROPOSED VIEWS

DATE : MAY 2023
SHEET : 19 OF 22
DRAWING: E-07

BID SET

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PHOTO 1 – E-06

NTS

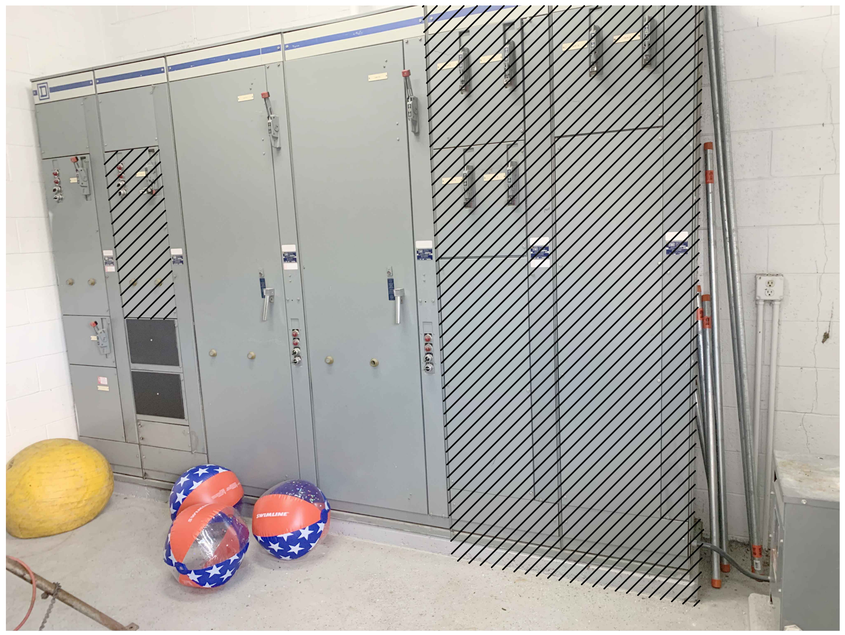

PHOTO 2 – E-07

NTS

LEGEND

DEMOLISH

NO.	DATE	ISSUED FOR	BY
3	05/23	BID SET	GAB
2	08/22	BID SET	GAB
1	07/22	100% SUBMITTAL	GAB

DESIGNED JMB
DRAWN TB
CHECKED JCB
PROJ. ENGR. JMW

JOHN C. BURKE P.E.
No. 17301

Hazen
HAZEN AND SAWYER
4000 HOLLYWOOD BOULEVARD, SUITE 750N
HOLLYWOOD, FLORIDA 33021

SCALE
AS NOTED

CLIENTS PROJECT: -
ENGINEERS PROJECT: 4679-004
CAD REFERENCE:4679-004-E08.dwg

CITY OF Cooper City Someplace Special
COOPER CITY

COOPER CITY UTILITIES DEPARTMENT
EFFLUENT PUMP REPLACEMENT
DEMOLITION PHOTOS

DATE : MAY 2023
SHEET : 20 OF 22
DRAWING: E-08

BID SET

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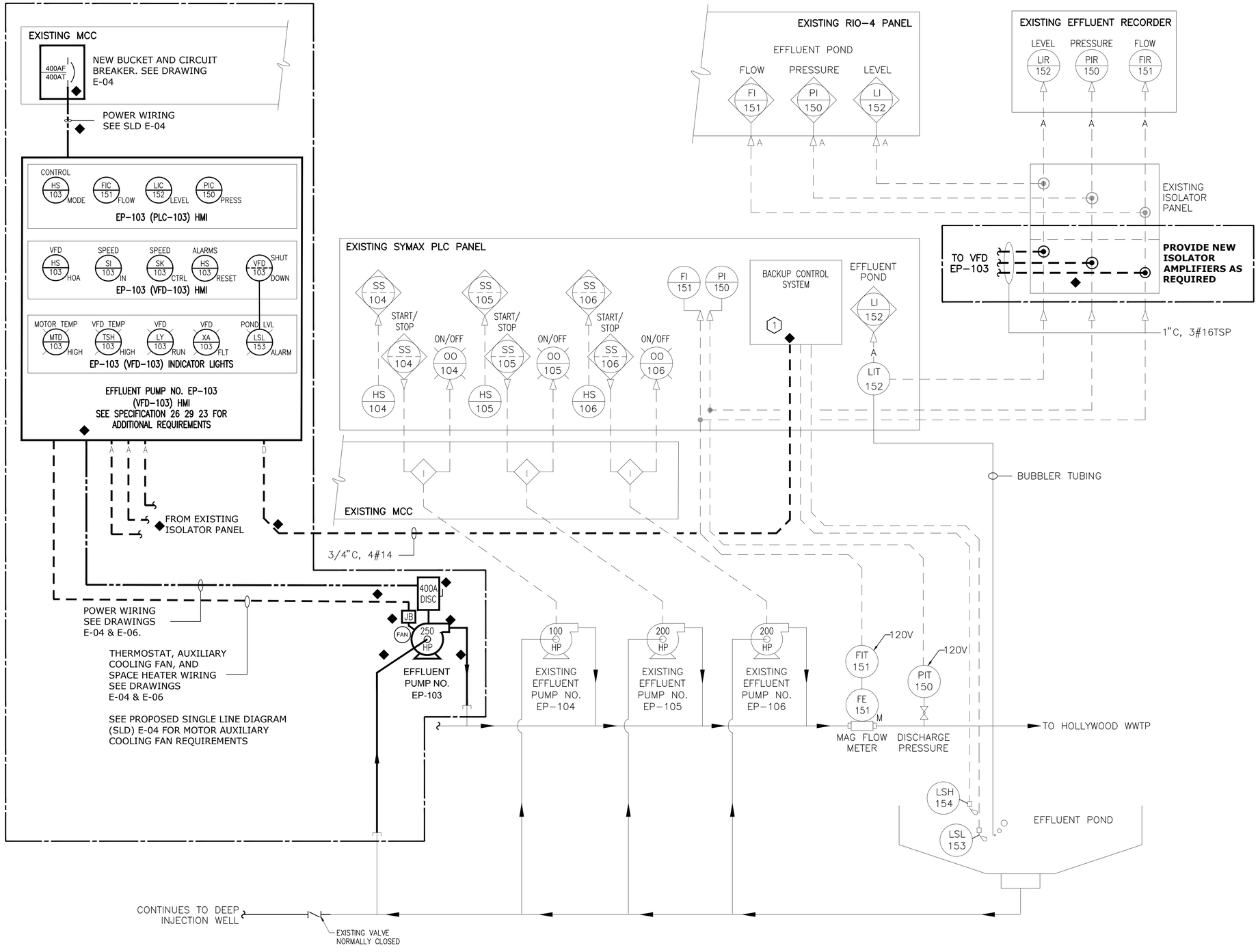

EFFLUENT PUMP No.3 CONTROL STRATEGY:

INSTRUMENTS LIT-152, PIT-150, & FIT-151 ARE EXISTING. NEW CONDUIT, WIRING, TERMINATIONS, AND ASSOCIATED SIGNAL SPLITTER/AMPLIFIERS SHALL BE PROVIDED AND INSTALLED TO EXTEND THE SIGNALS TO THE INTEGRAL VFD PLC TO PROVIDE A COMPLETE CONTROL STRATEGY FOR EFFLUENT PUMP No.3.

THE THREE OPERATING MODES, LISTED BELOW, SHALL BE SELECTABLE VIA A SELECTOR SWITCH ON THE VFD.

THE OPERATING MODES DETAILED BELOW SHALL BE INCORPORATED INTO THE VFD VIA AN INTEGRAL VFD PLC PROVIDED AND PROGRAMMED BY THE VFD VENDOR. SETPOINTS SHALL BE COORDINATED WITH THE OWNER AND ADJUSTED BY THE CONTRACTOR.

EFFLUENT PUMP No.3 OPERATING MODES:

PRIMARY MODE:
FLOW CONTROL (FIC-151) SHALL CONTROL THE DISCHARGE FLOW BASED ON AN OPERATOR ENTERED FLOW SETPOINT DERIVED FROM FIR-151. RANGE BETWEEN 650 AND 4300 GPM.

SECONDARY #1 MODE:
LEVEL CONTROL (LIC-152) SHALL MAINTAIN THE EFFLUENT POND LEVEL BASED ON AN OPERATOR ENTERED LEVEL SETPOINT DERIVED FROM LIR-152. RANGE: _____ AND _____. (**TO BE PROVIDED BY THE OWNER DURING STARTUP AND TESTING**)

SECONDARY #2 MODE:
EFFLUENT PUMPS DISCHARGE PRESSURE CONTROL (PIC-150) SHALL MAINTAIN AN OPERATOR ENTERED SETPOINT PRESSURE DERIVED FROM PIR-150. RANGE 25 TO 100 PSI.

EFFLUENT POND LEVEL SWITCH LSL-153 SHALL MONITOR, ALARM, AND SHUTDOWN PUMP No.3.

EFFLUENT POND LEVEL SWITCH LSH-154 SHALL MONITOR AND ALARM AT THE PLANT CONSOLE.

ALL VFD SETPOINTS, RANGES, AND PARAMETERS SHALL BE CONFIGURABLE FROM THE VFD FRONT PANEL HMI OR FROM THE PLC HMI WHICHEVER IS SUPPLIED. THE VFD SHALL NOT HAVE MORE THAN ONE HMI FOR STATUS AND CONTROL.

KEYED NOTES:

1. CONTRACTOR SHALL MODIFY THE EXISTING BACKUP CONTROL SYSTEM TO EXTEND THE EFFLUENT POND LOW LEVEL ALARM SIGNAL DRY CONTACTS (LSL-153) TO THE EFFLUENT PUMP No.3 VFD INTEGRAL SHUTDOWN CIRCUIT.

NEW WORK

◆ ALL MODIFICATIONS PART OF THIS CONTRACT.

NO.	DATE	ISSUED FOR	BY
3	05/23	BID SET	GAB
2	08/22	BID SET	GAB
1	07/22	100% SUBMITTAL	GAB

DESIGNED JMB
DRAWN TB
CHECKED JCB
PROJ. ENGR. JMW

JOHN C. BURKE P.E.
No. 17301

Hazen
HAZEN AND SAWYER
4000 HOLLYWOOD BOULEVARD, SUITE 750N
HOLLYWOOD, FLORIDA 33021

SCALE: AS NOTED

CLIENTS PROJECT: -
ENGINEERS PROJECT: 4679-004
CAD REFERENCE: 4679-004-E09.dwg

CITY OF Cooper City Someplace Special
COOPER CITY

COOPER CITY UTILITIES DEPARTMENT
EFFLUENT PUMP REPLACEMENT
EFFLUENT PUMP No.3 CONTROL RISER

DATE: MAY 2023
SHEET: 21 OF 22
DRAWING: E-09

BID SET

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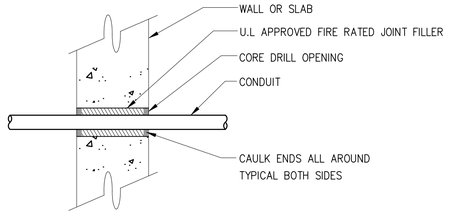
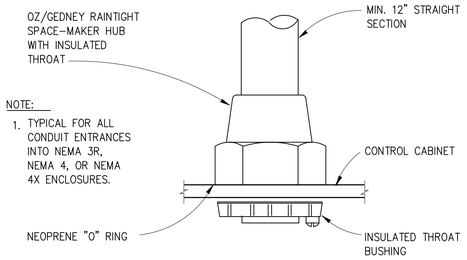


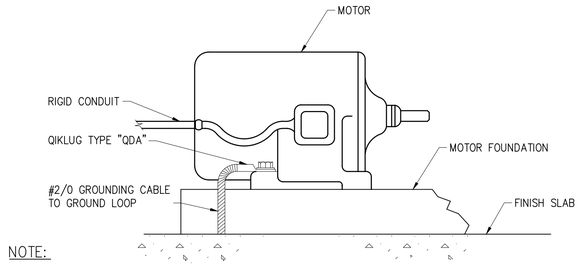
CONDUIT PENETRATION AT WALL OR SLAB

1611112



CONDUIT HUB

1611110

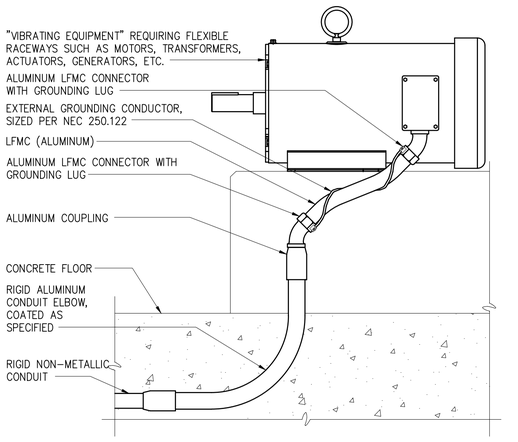


NOTE:

THIS GROUND IS IN ADDITION TO THE GROUND FROM THE MAIN ELECTRICAL SERVICE.

MOTORS AND EQUIPMENT GROUNDING

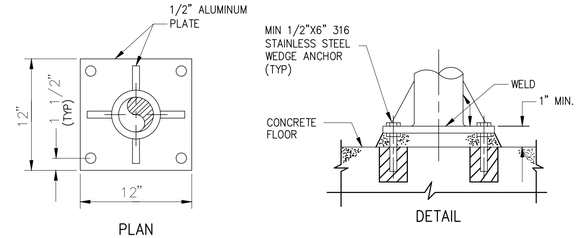
1611106B

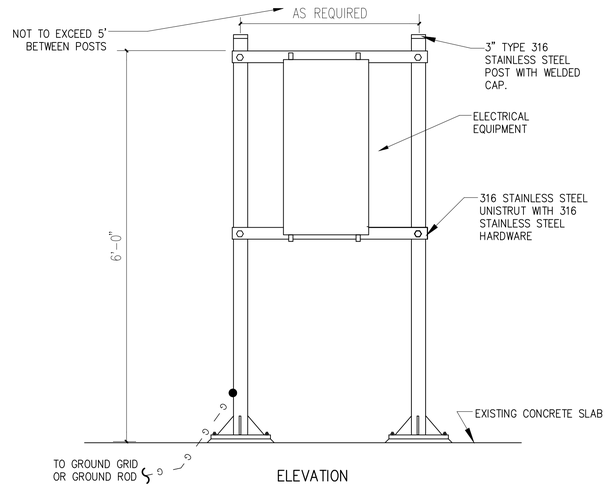


WHERE NON–METALLIC CONDUIT TRANSITIONS TO RIGID METALLIC CONDUIT AND / OR LIQUIDTIGHT METALLIC CONDUIT, (LFMC), TO FEED VIBRATING TYPE LOADS, THE CONTRACTOR SHALL FURNISH AND INSTALL AN EXTERNAL BARE COPPER GROUNDING CONDUCTOR AND APPROVED GROUNDING LFMC CONNECTORS TO ENSURE GROUND CONTINUITY TO THE RIGID METALLIC CONDUIT AS SHOWN. THE GROUNDING CONDUCTOR SHALL BE SIZED ACCORDING TO NEC 250.122 AND BE NEATLY WRAPPED AROUND LFMC AS SHOWN. LFMC INSTALLED IN THIS MANNER CANNOT BE USED FOR A CONTINUOUS GROUND PATH PER NEC 350.60.

LFMC CONDUIT GROUND STRAP DETAIL

1611106





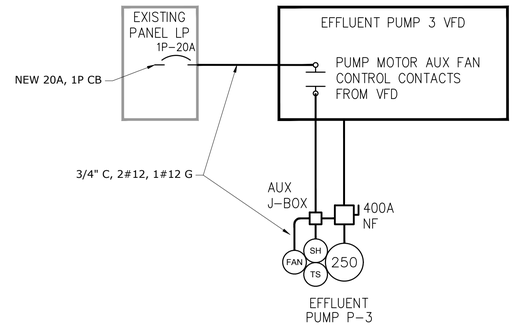
ELEVATION

NOTE:

ADJUST THE NUMBER OF SUPPORT POSTS TO ACCOMMODATE THE EQUIPMENT TO BE INSTALLED.

TYPICAL EQUIPMENT RACK ON GRADE

1613010



PUMP MOTOR AUXILIARY COOLING FAN RISER

NOTE:

1. VFD SHALL BE TAGGED TO INDICATE:
"DANGER, VOLTAGES FROM MULTIPLE SOURCES"

2. CONTRACTOR SHALL PROVIDE COORDINATION BETWEEN THE PUMP SUPPLIER AND THE VFD SUPPLIER TO OBTAIN PUMP MOTOR AUXILIARY COOLING FAN ELECTRICAL REQUIREMENTS.

NO.	DATE	ISSUED FOR	BY
3	05/23	BID SET	GAB
2	08/22	BID SET	GAB
1	07/22	100% SUBMITTAL	GAB

DESIGNED JMB
DRAWN TB
CHECKED JCB
PROJ. ENGR. JMW

JOHN C. BURKE P.E.
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4000 HOLLYWOOD BOULEVARD, SUITE 750N
HOLLYWOOD, FLORIDA 33021

SCALE
AS NOTED

CLIENTS PROJECT: -
ENGINEERS PROJECT: 4679-004
CAD REFERENCE:4679-004-E10.dwg

CITY OF Cooper City Someplace Special
COOPER CITY

COOPER CITY UTILITIES DEPARTMENT
EFFLUENT PUMP REPLACEMENT

ELECTRICAL DETAILS - SHEET 1

DATE : MAY 2023
SHEET : 22 OF 22
DRAWING: E-10

BID SET

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PLOT DATE: 2023/05/05 11:44:30 AM BY: EESCOTO

CITY OF COOPER CITY, FLORIDA

Technical Specifications

Effluent Pump #3 Replacement

ITB 2023-05-UTL

Prepared by:

Hazen and Sawyer
4000 Hollywood Blvd., Suite 750N
Hollywood, Florida 33021
Phone: 954-987-0066

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Exhibit 3 Broward County License for Construction to a Wastewater Treatment Facility
Exhibit 4 FDEP Minor Revision to a Wastewater Facility or Activity Permit

SECTION 01 11 00
SUMMARY OF WORK

PART 1 – GENERAL

1.01 LOCATION AND DESCRIPTION OF WORK

A. The Work is located at the City of Cooper City Wastewater Treatment Plant. See project address and location map on the Drawings.

B. The City of Cooper City (the “City”) is seeking a single contractor to furnish and install a new 250-horsepower vertical turbine pump at the City’s existing wastewater treatment plant effluent pump station. The proposed pump is replacing an existing 100-horsepower vertical turbine pump that was previously removed by the City. The contractor shall also furnish and install a variable frequency drive that will control the pump speed. Bidders shall comply with the terms, conditions, and specifications contained in this solicitation. The awarded vendor shall provide labor, materials, insurance, and incidentals for a complete and operable project to the City of Cooper City. This project is funded through the American Rescue Plan Act (ARPA) of 2021. Consequently, the awarded vendor shall comply with requirements of agreement number Y5181 entered into by and between the State of Florida, Division of Emergency Management and the City of Cooper City. In case of any conflict between the City’s contract terms and conditions and ARPA provisions, the ARPA provisions shall prevail.

1.02 CONTRACTOR’S USE OF SITE

A. Contractors’ use of the Site shall be confined to the areas shown. Contractors shall share use of the Site with other contractors and others specified in this Section.

B. Contractor shall move stored products that interfere with operations of Owner, other contractors, or others performing work for Owner.

1.03 SALVAGE OF EQUIPMENT AND MATERIALS

A. Existing equipment and material removed by Contractor shall not be reused in the Work, except where specified or indicated.

B. Carefully remove in manner to prevent damage all equipment and materials specified or indicated to be salvaged and reused or to remain property of Owner. Store and protect salvaged items specified or indicated to be used in the Work. Replace in kind or with new items equipment, materials, and components damaged in removal, storage, or handling through carelessness or improper procedures.

11-18-20

C. Contractor may furnish and install new items, with Engineer's approval, instead of those specified or indicated to be salvaged and reused, in which case such removed items will become Contractor's property.

1.04 PERMITS

A. It shall be the CONTRACTOR's responsibility to secure all permits of every description required to initiate and complete the work under this contract, except permits obtained by the OWNER.

B. When construction permits are accompanied by regulations or requirements issued by a particular authority, agency or municipality, it shall be the CONTRACTOR's responsibility to familiarize themselves and comply with such regulations or requirements as they apply to their operations on this Project.

C. The ENGINEER will furnish signed and sealed sets of Contract Documents for permit use as required.

D. The CONTRACTOR shall furnish to the ENGINEER copies of all permits prior to commencement of Work requiring permits.

E. No payments will be made for any work undertaken without first acquiring and furnishing copies of permits to ENGINEER.

F. The OWNER has acquired the permits presented in the table below:

Agency	Permit	Permit Number	Exhibit
Broward County	Transportation Concurrency Satisfaction Certificate	0088498	Exhibit 1
Broward County	Environmental Review Approval Certificate	000445016	Exhibit 2
Broward County	License for Construction to a Wastewater Treatment Facility	WW-63118	Exhibit 3
FDEP	Minor Revision to a Wastewater Facility or Activity Permit	FL0040398	Exhibit 4

G. The CONTRACTOR shall comply with all permit requirements and conditions regardless of who (CONTRACTOR/OWNER/ENGINEER) obtained the permit.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 14 00
COORDINATION WITH OWNER'S OPERATIONS

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes:

1. Requirements for coordinating with Owner's operations during the Work and included requirements for tie-ins and shutdowns necessary to complete the Work without impact on Owner's operations except as allowed in this Section.

2. Contractor shall provide labor, materials, tools, equipment and incidentals shown, specified and required to coordinate with Owner's operations during the Work.

B. General Requirements:

1. Except for shutdowns specified in this Section, perform the Work such that Owner's facility remains in continuous satisfactory operation during the Project. Schedule and conduct the Work such that the Work does not: impede Owner's production or processes, create potential hazards to operating equipment and personnel, reduce the quality of the facility's products or effluent, or cause odors or other nuisances.

2. Work not specifically covered in this Section or in referenced Sections may, in general, be completed at any time during regular working hours in accordance with the General Conditions and Supplementary Conditions, subject to the requirements in this Section.

3. Contractor has the option of providing additional temporary facilities that can eliminate or mitigate a constraint without additional cost to Owner, provided such additional temporary facilities: do not present hazards to the public, personnel, structures, and equipment; that such additional temporary facilities do not adversely affect Owner's ability to comply with Laws and Regulations, permits, and operating requirements; that such temporary facilities do not generate or foster the generation of odors and other nuisances; and that requirements of the Contract Documents are fulfilled.

4. Coordinate shutdowns with Owner and Engineer. When possible, combine multiple tie-ins into a single shutdown to minimize impacts on Owner's operations and processes.

5. Do not shut off or disconnect existing operating systems, unless accepted by Engineer in writing. Operation of existing equipment will be by Owner unless otherwise specified or indicated. Where necessary for the Work, Contractor shall seal

06/20/2022

or bulkhead Owner-operated gates and valves to prevent leakage that may affect the Work, Owner's operations, or both. Provide temporary watertight plugs, bulkheads, and line stops as required. After completing the Work, remove seals, plugs, bulkhead, and line stops to satisfaction of Engineer.

C. Continuous Treatment Provision:

1. Federal regulations prohibit bypassing of untreated or partially treated wastewater or sewage during construction Work.

2. Contractor shall provide labor, equipment, materials, and incidentals to provide continuous treatment to the level prior to construction Work.

3. Contractor shall be responsible for providing temporary pumping facilities, systems, piping, valve, appurtenances, equipment, materials, and temporary utilities necessary to complete the Work without treatment bypassing.

1.02 REFERENCES

A. Definitions: A "shutdown" is when a portion of the normal operation of Owner's facility, whether equipment, systems, piping, or conduit, has to be temporarily suspended or taken out of service to perform the Work.

1.03 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Review installation procedures under other Specification sections and coordinate Work that must be performed with or before the Work specified in this Section.

2. Notify other contractors in advance of Work requiring coordination with Owner's operations, to provide other contractors sufficient time for work included in their contracts that must be installed with or before Work specified in this Section.

3. When possible, combine multiple tie-ins into a single shutdown to minimize impacts on Owner's operations and processes.

B. Pre-Shutdown Meetings: Contractor shall schedule and conduct meeting with Owner and Engineer prior to scheduling shutdown

C. Sequencing:

1. Perform the Work in the specified sequence. Certain phases or stages of the Work may require working 24-hour days or work during hours outside of regular working hours. Work may be accelerated from a later stage to an earlier stage if Owner's operations are not adversely affected by proposed sequence change, with Engineer's

acceptance. Stages specified in this Section are sequential in performance of the Work.

D. Scheduling:

1. Work that may interrupt normal operations shall be accomplished at times convenient to Owner.

2. Furnish at the Site, near the shutdown and tie-in work areas, tools, equipment, spare parts and materials, both temporary and permanent, necessary to successfully complete the shutdown. Complete to the extent possible, prefabrication of piping and other assemblies prior to the associated shutdown Demonstrate to Engineer's satisfaction that Contractor has complied with these requirements before commencing the shutdown.

3. If Contractor's operations cause an unscheduled interruption of Owner's operations, immediately re-establish satisfactory operation for Owner.

4. Unscheduled shutdowns or interruptions of continued safe and satisfactory operation of Owner's facilities that result in fines or penalties by authorities having jurisdiction shall be paid solely by Contractor if, in Engineer's opinion, Contractor did not conform to the requirements of the Contract Documents, or was negligent in the Work, or did not exercise proper precautions in conducting the Work.

5. Work requiring service interruptions for tie-ins shall be performed during scheduled shutdowns.

6. Temporary, short-term shutdowns of smaller piping, conduits, equipment, and systems may be required. Coordinate requirements for such shutdowns with Engineer and Owner.

1.04 SUBMITTALS

1. Shutdown Planning Submittal:

a. For each shutdown, submit an inventory of labor and materials required to perform the shutdown and tie-in tasks, an estimate of time required to accomplish the complete shutdown including time for Owner to take down and start up existing equipment, systems, or conduits, and written description of steps required to complete the Work associated with the shutdown.

b. Furnish submittal to Engineer at least thirty (30) days prior to proposed shutdown start date. Do not start shutdown until obtaining Engineer's acceptance of shutdown planning submittal.

2. Shutdown Notification: After acceptance of shutdown planning submittal and prior to starting the shutdown, provide written notification to Owner and Engineer of date and time each shutdown is to start. Provide notification at least 72 hours in advance of each shutdown.

1.05 SITE CONDITIONS

A. General Constraints: Specified in the Contract Documents are the sequence and shutdown durations, where applicable, for Owner's equipment, systems, and conduits that are to be taken out of service temporarily for the Work. New equipment, materials, and systems may be used by Owner after the specified field quality controls and testing are successfully completed and the materials or equipment are Substantially Complete.

B. The following constraints apply to coordination with Owner's operations:

1. Operational Access: Owner's personnel shall have access to equipment and areas that remain in operation.

2. The existing effluent pump station can be shut down for short periods for contractor installation of the proposed pump and piping. The Contractor shall fully coordinate the date, start and finish time of shut downs with the Owner.

1.06 SUGGESTED SEQUENCE OF WORK

A. The Contractor shall propose a work sequence to the Owner that minimizes shut down of the existing effluent pump station.

1.07 SHUTDOWNS

A. General:

1. Work that may interrupt normal operations shall be accomplished at times convenient to Owner.

2. Furnish at the Site, in close proximity to the shutdown and tie-in work areas, tools, equipment, spare parts and materials, both temporary and permanent, necessary to successfully complete the shutdown. Complete to the extent possible, prefabrication of piping and other assemblies prior to the associated shutdown. Demonstrate to Owner's satisfaction that Contractor has complied with these requirements before commencing the shutdown.

3. If Contractor's operations cause an unscheduled interruption of Owner's operations, immediately re-establish satisfactory operation for Owner.

4. Unscheduled shutdowns or interruptions of continued safe and satisfactory operation of Owner's facilities that result in fines or penalties by authorities having jurisdiction shall be paid solely by Contractor if, in Engineer's opinion, Contractor did not conform

to the requirements of the Contract Documents, or was negligent in the Work, or did not exercise proper precautions in conducting the Work.

5. Temporary, short-term shutdowns of smaller piping, conduits, equipment, and systems may not be included in Table 01 14 00-B. Coordinate requirements for such shutdowns with Engineer and Owner.

B. Treatment Process Shutdown and Site Access Constraints:

1. Owner shall have the following unit processes and equipment operational at all times during the Project.

C. Shutdowns of Electrical Systems: Comply with Laws and Regulations, including the National Electric Code. Contractor shall lock out and tag circuit breakers and switches operated by Owner and shall verify that affected cables and wires are de-energized to ground potential before shutdown Work is started. Upon completion of shutdown Work, remove the locks and tags and notify Engineer that facilities are available for use.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 25 00
SUBSTITUTION PROCEDURES

PART 1 – GENERAL

1.01 SUMMARY

A. Section includes:

1. Procedural requirements for product substitutions.

2. Procedural requirements for substitute construction methods or procedures, when construction methods or procedures are specified.

B. Requests for substitutions of equipment and material shall conform to the requirements of the General Conditions and Supplemental Conditions.

C. Procedure for substitution requests and review including evaluation, reimbursement, acceptance, and determination shall be in accordance with General Conditions and Supplemental Conditions.

1.02 REFERENCES

A. Definitions: The following words or terms are not defined but, when used in this Section, have the following meaning:

1. “Acceptable Manufacturers” considered for substitution include Suppliers of equipment and material of proven reliability, and as manufactured by reputable manufacturers having experience in the production of specified equipment and material. Equipment furnished shall be designed, constructed, and installed in accordance with the industry accepted practices and shall operate satisfactorily when installed in accordance with the Contract Documents.

2. “Products” includes materials, equipment, machinery, components, fixtures, systems, and other goods incorporated in the Work. Products do not include machinery and equipment used for preparing, fabricating, conveying, erecting, or installing the Work. Products include Owner-furnished goods incorporated in the Work where use of such goods is specifically required in the Contract Documents.

1.03 ADMINSTRATIVE REQUIREMENTS

A. Contractor’s Responsibilities: In submitting request for substitution, Contractor represents that:

05-04-20

1. Contractor has investigated proposed substitution and determined that it is equivalent to item, product, method, or procedure specified, as applicable.

2. Contractor will provide the same or better guarantees or warranties for proposed substitution as for the specified product, manufacturer, method, or procedure, as applicable.

3. Contractor waives all Claims for additional costs or extension of time related to proposed substitution that subsequently may become apparent.

4. Contractor shall submit a minimum of five (5) successful installations of the manufacturer's equipment of the same model, size, and type as specified in the Contract Documents.

5. All costs associated with incorporation of a substitution shall be borne by the Contractor, including but not limited to, the cost of redesign and construction provisions.

B. Engineer's Review: A proposed substitution will not be accepted for review if:

1. Approval would require changes in design concept or a substantial revision of the Contract Documents.

2. Approval would delay completion of the Work or the work of other contractors.

3. Substitution request is indicated or implied on a Shop Drawing or other submittal, or on a request for interpretation or clarification, and is not accompanied by Contractor's formal request for substitution.

4. If the substitution is not clearly substantiated by performance criteria as providing an equivalent or superior performing installation.

5. All costs associated with Engineer's review of a substitution shall be recorded by Engineer, submitted to Owner, and charged to Contractor.

C. If Engineer does not approve the proposed substitute, Contractor shall provide the specified product, manufacturer, method, or procedure, as applicable.

D. Approval of a substitution request will not relieve Contractor from requirement for submitting Shop Drawings as set forth in the Contract Documents.

E. Product Substitutions Procedure:

1. Requests for approval of substitute products or items will be considered for a period of 30 days after the Effective Date of the Agreement. After end of specified

period, requests will be considered only in case of unavailability of a specified product or other conditions beyond Contractor's control.

2. Submit copies of request for substitution.

3. Submit separate request for each substitution.

4. In addition to requirements of the General Conditions and information required on substitution request forms, include with request the following:

   a. Product identification, including manufacturer's name and address.

   b. Manufacturer's literature with product description, performance and test data, and reference standards with which product complies.

   c. Samples, if appropriate.

   d. Name and address of similar projects on which product was used, and date of installation.

   e. Certified tests, where applicable, by an independent laboratory attesting the proposed substitution is equal.

   f. Cost information for the proposed substitution and the specified products.

   g. Lead time information for the proposed substitution and specified products.

   h. All other submittal requirements indicated in the individual Specification Sections associated with the specified equipment and material.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.01 SUMMARY

A. Section includes:

1. Contractor shall provide submittals in accordance with the General Conditions as modified by the Supplementary Conditions, and this Section.

2. Contractor is responsible to confirm and correct dimensions at the Site, for information pertaining to the fabrication processes and to techniques of construction, and for coordinating the work of all trades. Contractor's signature of submittal's stamp and letter of transmittal shall be Contractor's representation that Contractor has met his obligations under the Contract Documents relative to that submittal.

B. Related Sections:

1. Section 01 25 00 – Substitution Procedures.

2. Section 01 78 23 – Operation and Maintenance Data.

3. Section 01 78 39 – Project Record Documents.

4. Section 01 79 00 – Instruction of Owner's Personnel.

1.02 ADMINISTRATIVE REQUIREMENTS

A. Types of Submittals: When type of submittal is not specified and is not specified in this Section, Engineer will determine type of submittal.

1. Action/Informational Submittals:

a. Shop Drawings.

b. Product data.

c. Delegated design submittals in accordance with the General Conditions and as modified by the Supplemental Conditions.

d. Samples.

e. Testing plans, procedures, and testing limitations.

f. Design data not sealed and signed by a design professional retained by Contractor, Subcontractor, or Supplier.

g. Pre-construction test and evaluation reports, such as reports on pilot testing, subsurface investigations, potential Hazardous Environmental Conditions, and similar reports.

h. Supplier instructions, including installation data, and instructions for handling, starting-up, and troubleshooting.

i. Sustainable design submittals (other than sustainable design closeout documentation).

j. Lesson plans for training and instruction of Owner's personnel.

2. Payment applications will be reviewed for approval by the Owner.

3. Construction Progress Schedules will be reviewed for approval by the Owner.

4. Closeout Submittals:

a. Maintenance contracts.

b. Operations and maintenance data.

c. Bonds, such as maintenance bonds and bonds for a specific product or system.

d. Warranty documentation.

e. Record documentation.

f. Sustainable design closeout documentation.

g. Software.

5. Maintenance Material Submittals:

a. Maintenance materials schedule and checklist.

b. Spare parts.

c. Extra stock materials.

d. Tools.

05-04-20

6. Quality Assurance Submittals:

    a. Performance affidavits.

    b. Certificates.

    c. Source quality control submittals (other than testing plans, procedures, and testing limitations), including results of shop testing.

    d. Field or Site quality control submittals (other than testing plans, procedures, and testing limitations), including results of operating and acceptability tests at the Site.

    e. Supplier reports.

    f. Special procedure submittals, including health and safety plans and other procedural submittals.

    g. Qualifications statements.

B. Submittal Requirements:

1. Contractor shall submit electronic copy of submittals for Engineer's review via email, unless otherwise specified in individual Specification Sections. Acceptable electronic formats are Adobe PDF, Microsoft Word, Autodesk DWF and AutoCAD.

2. Engineer's review is limited to shop drawings for the following items:

    a. Vertical Turbine Pump

    b. Motor

    c. VFD

    d. Conduit and wire

    e. Support framing for the conduit

3. All other shop drawings shall be reviewed by the Owner.

4. Submittal shall be accompanied by letter of transmittal containing date, project title, Contractor's name, number and title of submittal, list of relevant Specification Sections, notification of deviations from Contract Documents, and other material required for Engineer's review.

C. Scheduling:

1. Provide submittals well in advance of the Work following Engineer's approval or acceptance of the associated submittal. Work covered by a submittal will not be included in progress payments until approval or acceptance of related submittals has been obtained in accordance with the Contract Documents.

2. Submittals shall be provided by Contractor with at least fourteen (14) working days for review and processing.

1.03 SCHEDULE OF SUBMITTALS

A. Schedule of Submittals, as specified in this Section:

1. Timing:

a. Provide submittal within time frames specified in the Contract Documents.

b. Provide updated Schedule of Submittals with each submittal of the updated Progress Schedule.

2. Content: In accordance with the General Conditions as modified by the Supplementary Conditions, and this Section. Requirements for content of preliminary Schedule of Submittals and subsequent submittals of the Schedule of Submittals are identical.

a. Identify submittals required in the Contract Documents. Updates of Schedule of Submittals shall show scheduled dates and actual dates for completed tasks. Indicate submittals that are on the Project's critical path.

b. Indicate the following for each submittal:

1) Date when submittals are requested and received from Supplier.

2) Date when certification is received from Supplier and when submitted to Engineer.

3) Date when submittals are submitted to Engineer and returned with disposition from Engineer.

4) Date when submittals are revised by Supplier and submitted to Engineer.

5) Date when submittals are returned with "Furnish as Submitted" (FAS) or "Furnish as Corrected" (FAC) disposition from Engineer.

6) Date when approved submittals are returned to Supplier.

7) Date of Supplier scheduled delivery of equipment and material.

8) Date of actual delivery of equipment and material.

9) Whether submittal will be for a substitution or “equal”. Procedures for substitutions and “or equals” are specified in the General Conditions and the Section 01 25 00 – Substitution Procedures.

10) For submittals for materials or equipment, date by which material or equipment must be at the Site to avoid delaying the Work and to avoid delaying the work of other contractors.

3. Prepare Schedule of Submittals using same software, and in same format, specified for Progress Schedules.

4. Coordinate Schedule of Submittals with the Progress Schedule.

5. Schedule of Submittals that is not compatible with the Progress Schedule, or that does not indicate submittals on the Project’s critical path, or that places extraordinary demands on Engineer for time and resources, is unacceptable. Do not include submittals not required by the Contract Documents.

6. In preparing Schedule of Submittals:

a. Considering the nature and complexity of each submittal, allow sufficient time for review and revision.

b. Reasonable time shall be allowed for: Engineer’s review and processing of submittals, for submittals to be revised and resubmitted, and for returning submittals to Contractor.

c. Identify and accordingly schedule submittals that are expected to have long anticipated review times.

1.04 ACTION/INFORMATIONAL SUBMITTALS

A. Provide the following Submittals in accordance with the individual Specification Sections, including, but not limited to, the following:

1. Product Data:

a. Catalog cut-sheets

b. Descriptive bulletins/brochures/specifications

c. Material of construction data, including details on all components including applicable ASTM designations.

d. Lifting, erection, installation, and adjustment instructions, and recommendations.

e. Finish/treatment data, including interior and exterior shop coating systems.

f. Equipment/material weight/loading data, including total uncrated weight of the equipment plus the approximate weight of shipped materials. Support locations and loads that will be transmitted to bases and foundations following installation. Size, placement, and embedment requirements of anchor bolts.

g. Complete information regarding location, type, size, and length of all field welds in accordance with "Standard Welding Symbols" AWS A2.0 of the American Welding Society. Special conditions shall be fully explained by notes and details.

h. Motor data including horsepower; enclosure type; voltage; insulation class; temperature rise and results of dielectric tests; service-rating; rotative speed; motor speed-torque relationship; efficiency and power factor at ½, ¾, and full load; slip at full load; running, full load, and locked rotor current values; safe running time-current curves; motor protective devices; and interconnection diagrams.

i. Engineering design data, calculations, and system analyses

j. Digital system documentation

k. Operating sequence descriptions

l. Software/programming documentation

m. Manufacturer’s instructions

2. Shop Drawings:

a. Equipment and material layout drawings, including panel layout drawings.

b. System schematics and diagrams including, but not limited to, piping systems; HVAC and ventilation systems; process equipment systems; electrical operating systems; wiring diagrams; controls, alarm and communication systems.

c. Layout and installation drawings (interior and exterior) for all pipes, valves, fittings, sewers, drains, heating and ventilation ducts, all electrical, heating, ventilating and other conduits, plumbing lines, electrical cable trays, lighting fixture layouts, and circuiting, instrumentation, interconnection wiring diagrams, communications, power supply, alarm circuits, etc.

d. Layout and installation drawings shall show connections to structures, equipment, sleeves, valves, fittings, etc.

e. Drawings shall show the location and type of all supports, hangers, foundations, etc., and the required clearances to operate valves, equipment, etc.

f. Drawings for pipes, ducts, conduits, etc., shall show all 3 inch and larger electrical conduits and pressure piping, electrical cable trays, heating and ventilation ducts or pipes, structure, manholes or any other feature within four (4) feet (measured as the clear dimension) from the pipe duct, conduit, etc., for which the profile is drawn.

g. Equipment and material schedules.

3. Delegated design submittals, which include documents prepared, sealed, and signed by a design professional retained by Contractor, Subcontractor, or Supplier for materials and equipment to be incorporated into the completed Work. Delegated design submittals do not include submittals related to temporary construction unless specified otherwise in the related Specification Section. Delegated design submittals include: design drawings, design data including calculations, specifications, certifications, and other submittals prepared by such design professional.

B. Samples:

1. General Requirements:

a. Conform submittal of Samples to the General Conditions as modified by the Supplementary Conditions, this Section, and the Specification Section in which the Sample is specified.

b. Furnish at the same time Samples and submittals that are related to the same unit of Work or Specification Section. Engineer will not review submittals without associated Samples and will not review Samples without associated submittals.

c. Samples shall clearly illustrate functional characteristics of product, all related parts and attachments, and full range of color, texture, pattern, and material.

2. Submittal Requirements:

   a. Securely label or tag Samples with submittal identification number. Label or tag shall not cover, conceal, or alter appearance or features of Sample. Label or tag shall not be separated from the Sample.

   b. Submit number of Samples required in Specifications. If number of Samples is not specified in the associated Specification Section, provide at least one identical Samples of each item required for Engineer's approval. If Contractor requires Sample(s) for Contractor's use, notify Engineer in writing and provide additional Sample(s). Contractor is responsible for furnishing, shipping, and transporting additional Samples.

   c. Deliver one Sample to Engineer's field office at the Site. Deliver balance of Samples to location directed by Engineer.

1.05 CLOSEOUT SUBMITTALS

A. Provide the following Closeout Submittals in accordance with the individual Specification Sections, including, but not limited to, the following:

   1. Maintenance contracts

   2. Bonds for specific products or systems

   3. Warranty documentation

   4. Sustainable design closeout documentation.

   5. Software programming and documentation.

B. On documents such as maintenance contracts and bonds, include on each document furnished original signature of entity issuing the document.

C. Operations and Maintenance Data: Submit in accordance with Section 01 78 23 – Operations and Maintenance Data.

D. Record Documentation: Submit in accordance with Section 01 78 39 – Project Record Documents.

E. Disposition: Dispositions and meanings are the same as specified for Informational Submittals.

1.06 CONTRACTOR'S RESPONSIBILITIES

A. Contractor shall review, coordinate, and verify submittals with Subcontractors, Manufacturers, and Suppliers, including field measurements at Site, in accordance with the General Conditions and as modified by Supplemental Conditions prior to submitting material for Engineer's review.

B. Contractor shall provide Contractor's stamp of approval certifying submittal material has been reviewed and conform to the Contract Documents prior to submitting material for Engineer's review.

C. Contractor shall provide written notice of deviations or variations that submittal may have with the Contract Documents.

D. Contractor shall provide bound, dated, labeled, tabulated, and consecutively numbered submittals as specified in the individual Specification Section. Label shall contain the following:

1. Specification Section.

2. Referenced Drawing number.

3. Subcontractor or Supplier name.

4. Type of equipment and/or materials.

E. Contractor shall perform the following after receiving Engineer's review disposition:

1. Order, fabricate, or ship equipment and materials included in the submittal (pending Engineer's review of source quality control submittals) with the following disposition:

a. "Furnish as Submitted" (FAS).

b. "Furnish as Corrected" (FAC).

c. "Furnish as Corrected – Confirm" (FACC), only portions of Work that do not require resubmittal for Engineer's review.

2. Resubmittal requirements:

a. Partial resubmittal of "Furnish as Corrected – Confirm" (FACC) returned dispositions, until Engineer's disposition is either "Furnish as Submitted" (FAS) or "Furnish as Corrected" (FAC).

b. Full resubmittal of material with Engineer's disposition of "Revise and Resubmit" (R&R), until Engineer's disposition is "Furnish as Submitted" (FAS), "Furnish as Corrected" (FAC), or "Furnish as Corrected – Confirm" (FACC) that requires a partial resubmittal.

c. Contractor shall be responsible for Engineer's charges to Owner if submittals are not approved within the number of specified submittals in accordance with the General Conditions. Engineer's charges shall include, but not limited to, additional review effort, meetings, and conference calls with Contractor, Subcontractor, or Supplier.

1.07 ENGINEER'S REVIEW

A. Engineer's review of the Contractor's submittal shall not relieve Contractor's responsibility under the Contract Document in accordance with the General Conditions and as modified in the Supplemental Conditions. An acceptance of a submittal shall be intended to mean the Engineer does not have specific objection to the submitted material, subject to conformance with the Contract Drawings and Specifications.

B. Engineer's review of Contractor's submittal shall be confined to general arrangement and compliance with the Contract Documents, and shall not be for the purpose of checking dimensions, weights, clearances, fittings, tolerances, interferences, coordination of Subcontractor work, etc.

C. Review Dispositions:

1. "Furnish as Submitted" (FAS) – No exceptions are taken.

2. "Furnish as Corrected" (FAC) – Minor corrections are noted for Contractor's correction.

3. "Revise and Resubmit" (R&R) – Corrections are noted and complete resubmittal shall be made. Submittal does not conform to applicable requirements of the Contract Documents and is not acceptable. Revise submittal and re-submit to indicate acceptability and conformance with the Contract Documents.

4. "Receipt Acknowledged" (RA) –

a. Information included in submittal conforms to the applicable requirements of the Contract Documents and is acceptable. No further action by Contractor is required relative to this submittal, and the Work covered by the submittal may proceed, and products with submittals with this disposition may be shipped or operated, as applicable.

b. Information included in submittal is for Project record purposes and does not require Engineer's review or approval.

5. “Rejected” (R) – Information included in submittal does not conform to the applicable requirements of the Contract Documents and is unacceptable. Contractor shall submit products and materials as specified in the Contract Documents or provide required information for substitution as specified in the Contract Documents for consideration by Engineer.

D. Electronic Submittal Return to Contractor: Electronic submittals shall be returned electronically with dispositions provided.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 42 00
REFERENCES

PART 1 – GENERAL

1.01 SUMMARY

A. Definitions and terminology applicable to all the Contract Documents are included in the General Conditions and Supplementary Conditions.

1.02 REFERENCES

A. Abbreviations and Acronyms: Common abbreviations that may be found in the Contract Documents are listed below:

alternating current	a-c
ampere	A
Architectural Barriers Act	ABA
Americans with Disabilities Act	ADA
Americans with Disabilities Act Accessibility Guidelines	ADAAG
ante meridian	a.m.
average	avg
biochemical oxygen demand	BOD
brake horsepower	bhp
British thermal unit	Btu
Centigrade (or Celsius)	C
chlorinated polyvinyl chloride	CPVC
Code of Federal Regulations	CFR
cubic inch	cu in
cubic foot	cu ft
cubic yard	cdu yd, or CY
cubic feet per minute	cfm
cubic feet per second	cfs

degree Centigrade (or Celsius)	degrees C or ºC
degrees Fahrenheit	degrees F or ºF
diameter	dia
direct current	d-c
dollars	$
each	ea
efficiency	eff
Fahrenheit	F
Florida Building Code	FBC
feet	ft
feet per hour	fph
feet per minute	fpm
feet per second	fps
figure	Fig
flange	flg
Florida Department of Environmental Protection	FDEP
foot-pound	ft-lb
gallon	gal
gallons per hour	gph
gallons per minute	gpm
gallons per second	gps
gram	g
grams per liter	g/L
Hertz	Hz
horsepower	hp or HP
hour	hr
human-machine interface	HMI
inch	in.

inches water gage	in. w.g.
inch-pound	in.-lb
inside diameter	ID
iron pipe size	IPS
thousand pounds	kips
thousand pounds per square inch	ksi
kilovolt-ampere	kva
kilowatt	kw
linear foot	lin ft or LF
liter	L
maximum	max
mercury	Hg
milligram	mg
milligrams per liter	mg/l or mg/L
milliliter	ml
millimeter	mm
million gallons per day	mgd or MGD
million gallons	MG
minimum	min
national pipe threads	NPT
net positive suction head	NPSH
net positive suction head available	NPSHA
net positive suction head required	NPSHR
nominal pipe size	NPS
number	no.
operator interface terminal	OIT
ounce	oz
ounce-force	ozf

outside diameter	OD
parts per hundred	pph
parts per million	ppm
parts per billion	ppb
polyvinyl chloride	PVC
post meridian	p.m.
pound	lb
pounds per square inch	psi
pounds per square inch absolute	psia
pounds per square inch gauge	psig
pounds per square foot	psf
process control system	PCS
programmable logic controller	PLC
revolutions per minute	rpm
second	sec
specific gravity	sp gr or SG
square	sq
square foot	sq ft or sf
square inch	sq in.
square yard	sq yd or SY
standard	std
standard cubic feet per minute	scfm
total dynamic head	TDH

B. Definitions: Terminology used in the Specifications includes:

1. “Indicated” refers to graphic representations, notes, or schedules on the Drawings, or to other paragraphs or schedules in the Specifications and similar locations in the Contract Documents.

2. “Shown”, “noted”, “scheduled”, and “specified” are used to help the user locate the reference without limitation on the location.

3. “Installer”, “applicator”, or “erector” is Contractor or another entity engaged by Contractor, either as an employee or subcontractor, to perform a particular construction activity, including installation, erection, application or similar Work. Installers shall be experienced in the Work that installer is engaged to perform.

4. “Experienced”, when used with the term “installer” means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; being familiar with Laws and Regulations; and having complied with requirements of authorities having jurisdiction, and complying with requirements of the Supplier of the material or equipment being installed.

5. Trades: Use of a term such as “carpentry” does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as “carpenter”, unless otherwise indicated in the Contract Documents or required by Laws or Regulations. Such terminology also does not imply that specified requirements apply exclusively to trade personnel of the corresponding generic name.

6. “Assigned specialists” and similar terms: Certain Sections of the Specifications require that specific construction activities be performed by specialists recognized as experts in those operations. Engage said specialists for those activities, and their engagement is a requirement over which Contractor has no option. These requirements do not conflict with enforcement of building codes and other Laws and Regulations. Also, such requirements are not intended to interfere with local trade union jurisdictional settlements and similar conventions. Such assignments shall not relieve Contractor of responsibility for complying with the requirements of the Contract Documents.

C. Reference Standards:

1. Refer to General Conditions, as may be modified by the Supplementary Conditions, relative to reference standards and resolving discrepancies between reference standards and the Contract Documents. Provisions of reference standards are in effect in accordance with the Specifications.

2. Copies of Standards: Each entity engaged in the Work shall be familiar with reference standards applicable to its construction activity. Copies of applicable reference standards are not bound with the Contract Documents. Where reference standards are needed for a construction activity, obtain copies of standards from the publication source.

3. Abbreviations and Names: Where reference standards, specifications, codes, manuals, Laws or Regulations, or other published data of international, national, regional or local organizations are referred to in the Contract Documents, the

organization issuing the standard may be referred to by their acronym or abbreviation only.

4. Following acronyms or abbreviations that may appear in the Contract Documents shall have the meanings indicated below. Listing is alphabetical by acronym.

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACIFS	American Cast Iron Flange Standards
ACS	American Chemical Society
ADC	Air Diffusion Council
ADSC	International Association of Foundation Drilling.
AEIC	Association of Edison Illuminating Companies
AF&PA	American Forest and Paper Association
ABMA	American Bearing Manufacturers Association (formerly Anti- Friction Bearing Manufacturers Association (ABMA))
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AHDGA	American Hot Dip Galvanizers Association
AI	Asphalt Institute
AIA	American Institute of Architects
AIChE	American Institute of Chemical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALSC	American Lumber Standards Committee
AMA	Acoustical Materials Association
AMCA	Air Movement and Control Association

AMP	National Association of Architectural Metal Manufacturers, Architectural Metal Products Division
ANSI	American National Standards Institute
APA	The Engineered Wood Association
API	American Petroleum Institute
APHA	American Public Health Association
AREA	American Railway Engineering Association
ARI	Air Conditioning and Refrigeration Institute
ASA	American Standards Association
ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASNT	American Society for Non-Destructive Testing
ASQ	American Society for Quality
ASSE	American Society of Safety Engineers
ASTM	American Society for Testing and Materials
AWCI	Association of the Wall and Ceiling Industry
AWI	Architectural Woodwork Institute
AWPA	American Wood Protection Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Industry Association
BOCA	Building Officials and Code Administrators
CBMA	Certified Ballast Manufacturers Association
CDA	Copper Development Association
CEMA	Conveyor Equipment Manufacturers Association

CGA	Compressed Gas Association
CISCA	Ceilings and Interior Systems Construction Association
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers Institute
CMAA	Crane Manufacturers Association of America
CPSC	Consumer Product Safety Commission
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
DIN	Deutsches Institut fur Normung eV (German Institute for Standardization)
DIPRA	Ductile Iron Pipe Research Association
EJCDC	Engineers Joint Contract Documents Committee
EJMA	Expansion Joint Manufacturers Association, Inc.
ETL	Intertek Testing Services, Inc. (formerly ETL Testing Laboratories, Inc.)
FCC	Federal Communications Commission
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FM	Factory Mutual (FM Global)
FRPI	Fiberglass Reinforced Plastics Institute
FS	Federal Specification
GA	Gypsum Association
GANA	Glass Association of North America
HEW	United States Department of Health, Education and Welfare
HI	Hydraulic Institute
HMI	Hoist Manufacturers Institute
HUD	United States Department of Housing and Urban Development
IBC	International Building Code
ICC	International Code Council
ICEA	Insulated Cable Engineers Association

IEEE	Institute of Electrical and Electronics Engineers
IESNA	Illuminating Engineering Society of North America
IFI	Industrial Fasteners Institute
IFCEA	Insulated Power Cable Engineers Association
IRI	Industrial Risk Insurers
ISA	Instrumentation, Systems, and Automation Society (formerly Instrument Society of America)
ISO	Insurance Services Office
IOS	International Organization for Standardization
LPI	Lightning Protection Institute
MIA	Marble Institute of America
ML/SFA	Metal Lath/Steel Framing Association
MS	Military Specifications
MSS	Manufacturers' Standardization Society
MMA	Monorail Manufacturers Association
NAAMM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NAPF	National Association of Pipe Fabricators, Inc.
NARUC	National Association of Regulatory Utilities Commissioners
NBHA	National Builders Hardware Association
NBS	United States Department of Commerce, National Bureau of Standards
NCMA	National Concrete Masonry Association
NEC	National Electric Code
NELMA	Northeastern Lumber Manufacturers' Association
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
NETA	International Electrical Testing Association
NFPA	National Fire Protection Association
NFRC	National Fenestration Rating Council

NGA	National Glass Association
NHLA	National Hardwood Lumber Association
NHPMA	Northern Hardwood and Pine Manufacturers Association
NIST	United States Department of Commerce, National Institute of Standards and Technology
NLGA	National Lumber Grades Authority
NRCA	National Roofing Contractors Association
NRMCA	National Ready Mixed Concrete Association
NSF	National Sanitation Foundation
NSSGA	National Stone, Sand, and Gravel Association
NTMA	National Terrazzo and Mosaic Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Precast/Prestressed Concrete Institute
PEI	Porcelain Enamel Institute
PFI	Pipe Fabrication Institute
PPI	Plastics Pipe Institute
PGMC	Primary Glass Manufacturers Council
PS	Product Standards Section, United States Department of Commerce
RCSC	Research Council on Structural Connections (part of AISC)
RMA	Rubber Manufacturers Association
SAE	Society of Automotive Engineers
SBCCI	Southern Building Code Congress International, Inc.
SCAQMD	Southern California Air Quality Management District
SCPRF	Structural Clay Products Research Foundation
SCTE	Society of Cable Telecommunications Engineers
SDI	Steel Deck Institute
SDI	Steel Door Institute
SIGMA	Sealed Insulating Glass Manufacturing Association

SJI	Steel Joist Institute
SMACNA	Sheet Metal and Air Conditioning Contractor’s National Association
SPI	Society of the Plastics Industry
SPIB	Southern Pine Inspection Bureau
SSPC	Society for Protective Coatings
SWI	Steel Window Institute
TCNA	Tile Council of North America
TEMA	Tubular Exchanger Manufacturers Association
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance
UBC	Uniform Building Code
UL	Underwriters Laboratories, Inc.
USAB	United States Access Board
USDOE	United States Department of Energy
USEPA	United States Environmental Protection Agency
USGBC	United States Green Building Council
USGS	United States Geological Survey
USPHS	United States Public Health Service
WCLIB	West Coast Lumber Inspection Bureau
WCMA	Window Covering Manufacturers Association
WCMA	Wood Component Manufacturers Association
MDMA	Window and Door Manufacturers Association
WWEMA	Water and Wastewater Equipment Manufacturers Association
WWPA	Western Wood Products Association

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 61 00
PRODUCT REQUIREMENTS AND OPTIONS

PART 1 – GENERAL

1.01 SUMMARY

A. Section includes:

1. Common requirements for products.

2. Contractor's options for selecting products.

3. Requirements for consideration of "or equal" products.

4. Warranty requirements of products.

1.02 REFERENCES

A. Definitions:

1. "Products" includes materials, equipment, machinery, components, fixtures, systems, and other goods incorporated in the Work. Products do not include machinery and equipment used for preparing, fabricating, conveying, erecting, or installing the Work. Products include Owner-furnished goods incorporated in the Work where use of such goods is specifically required in the Contract Documents.

2. "Special Warranties" includes additions or modifications to standard warranty requirements specified in the Contract Documents.

1.03 SUBMITTALS

A. Warranty Log Book:

1. Submit warranty log book prepared specifically for this Project. Submittal shall include a summary listing of all equipment and material warranties furnished in the Contract, date received, and start/end date of warranty period. Individual warranty documentation shall be provided in the submittal.

2. Submit prior to submittal of final application for payment.

B. Patent Documentation: Submit licensing arrangement and agreement documentation.

05-04-20

1.04 REQUIREMENT

A. Common Products:

1. Provide products that have not been previously incorporated into another project or facility unless otherwise indicated in the Contract Documents.

2. Provide products of the same generic kind from a single source.

3. Provide products complete with accessories, trim, finish, fasteners, and other items shown, indicated, or required for a complete installation for the indicated use and performance.

4. Standard Products: When available, and unless custom or nonstandard options are specified or indicated, provide standard products of types that have been produced and used successfully in similar situations on other projects.

5. Visual Matching: Where required in the Contract Documents, provide products that match referenced existing construction, approved mock-ups, or approved Sample, as determined by Engineer.

6. Where the Contract Documents include the phrase “as selected” for product color, finish pattern, option, or similar phrase, provide products selected by Engineer as follows:

    a. Standard Range: Where the Contract Documents include the phrase “standard range of colors, patterns, textures” or similar phrase, provide color, pattern, density, or texture selected by Engineer from manufacturer’s product line that does not include premium items.

    b. Full Range: Where the Contract Documents include the phrase “full range of colors, patterns, textures” or similar phrase, Engineer will select color, pattern, density, or texture from manufacturer’s entire product line, including standard and premium items.

B. Product Compatibility:

1. Similar products by the same Supplier shall be compatible with each other, unless otherwise indicated in the Contract Documents.

2. Provide products compatible with products previously selected or installed on the Project.

C. Product Options:

1. For products specified only by reference standard or description, without reference to Supplier, provide products meeting that standard, by a Supplier or from a source that complies with the Contract Documents.

2. For products specified by naming one or more products or Suppliers, provide the named products that comply with the Contract Documents, unless an “or equal” or substitute product is approved by Engineer.

3. For products specified by naming one or more products or Suppliers and the term, “or equal”, when Contractor proposes a product or Supplier as an “or equal”, submit to Engineer a request for approval of an “or equal” product or Supplier.

4. For products specified by naming only one product or manufacturer and followed by words indicating that no substitution is allowed, there is no option and no substitution will be allowed.

D. Concerning Patents:

1. Owner shall be provided a guarantee by Contractor and equipment Supplier that equipment and material furnished in accordance with the Contract Documents is not the subject of patent litigation.

2. Patent litigation or controversy shall include, but not limited to, the following:

a. Actual furnished equipment and material the is subject or could be subject to patent litigation or is known to infringe on a patent.

b. Furnished equipment and material that may result in a process that use of equipment and material in a manner that infringes upon or violates a patent.

3. When patent infringement may occur, Contractor and Supplier shall submit license arrangements among parties, including Contractor, Supplier, and patent owner (controller of patent) at a minimum, which shall permit use of equipment and material as specified in the Contract Documents.

4. Supplier shall indemnify and hold harmless Owner and Engineer against all claims, costs, losses, and damages arising out of or relating to any infringement or patent rights or copyrights incident to the use of equipment and material specified in the Contract Documents and as required in General Conditions and as modified in the Supplemental Conditions.

5. For proposed products not named in the Contract Documents and considered as an “or equal” as defined in the General Conditions, Contractor shall request in writing Engineer’s approval of the “or equal”. Request for approval of an “or equal” product shall accompany the Shop Drawing or product data submittal for the proposed product and shall include:

a. Contractor’s request that the proposed product be considered as an “or equal” in accordance with the General Conditions, accompanied by Contractor’s certifications required in the General Conditions.

b. Documentation adequate to demonstrate that proposed product does not require revisions to the Contract Documents, that proposed product is consistent with the Contract Documents, and that proposed product will produce results and performance required in the Contract Documents, and that proposed product is compatible with other portions of the Work.

c. Detailed comparison of significant qualities of proposed product with the products and manufacturers named in the Contract Documents. Significant qualities include attributes such as performance, weight, size, durability, visual effect, performance and specific features and requirements shown or indicated.

d. Evidence that proposed product manufacturer will furnish warranty equal to or better than specified, if any.

e. List of similar installations for completed projects with project names and physical addresses of installation along with the names, telephone numbers, email addresses and physical address of design professionals and owners associated with the referenced installation, if requested.

f. Samples, if requested.

g. Other information requested by Engineer.

E. Warranties specified for products shall be in addition to, and run concurrent with, Contractor's general warranty and guarantee and requirements for the required correction period. Disclaimers and limitations in specific product warranties do not limit Contractor's general warranty and guarantee.

1. Product manufacturer's warranty is preprinted written warranty published by product manufacturer and specifically endorsed by product manufacturer to Owner.

2. Equipment and material shall be guaranteed to be free from defects in workmanship, design, and/or materials for a period of one (1) year unless otherwise specified in the individual Specification Section for a Special Warranty.

3. Warranty period shall start on the date of the particular equipment and material is substantially complete, which includes requirements specified in Section 01 75 00 – Checkout and Startup Procedures for start-up certification and specified elsewhere in the Contract Documents.

4. Warranty requirements may be added to or modified in the individual Specification Sections. Special warranty is written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by product manufacturer's warranty or to provide increased rights to Owner.

5. Special warranty information, if any, will be located in the Specification Section for that product.

F. Requirements for Special Warranties: None.

G. Submit product manufacturer's warranties and special warranties as submittals in accordance with Schedule of Submittals accepted by Engineer.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 75 00
CHECKOUT AND STARTUP PROCEDURES

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes:

1. Checkout of products and equipment.

2. Startup procedures of products and equipment

B. Contractor shall initially start up and place equipment installed under the Contract into successful operation, in accordance with the equipment manufacturer's written instructions and as instructed by Supplier at the Site.

C. Provide all material, labor, tools, and equipment required to complete equipment checkout and start-up.

D. Provide chemicals, lubricants, and other required operating fluids.

E. General activities include:

1. Cleaning, as required under other provisions of the Contract Documents.

2. Removing temporary protective coatings.

3. Checking and correcting (if necessary) leveling plates, grout, bearing plates, anchorage devices, fasteners, and alignment of piping, conduits, and ducts that may place stress on the connected equipment.

4. All adjustments required.

1.02 ADMINISTRATIVE REQUIREMENTS

A. Definitions:

1. Displacement, as used herein, shall mean total peak-to-peak movement of vibrating equipment, in mils; velocity or speed of the vibration cycle, measured in distance per time, velocity and acceleration of the vibration cycle. Displacement, velocity and acceleration shall be measured by instruments/equipment equal to IRD Mechanalysis, Bentley, Nevada.

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B. Coordination:

1. Coordinate checkout and start-up with other contractors performing Work at the Site.

2. Do not start up system or subsystem for continuous operation until all components of that system or subsystem, including instrumentation and controls, have been tested to the extent practicable and proven to be operable as intended by the Contract Documents.

3. Responsibility for proper operation is by Contractor.

4. Supplier shall be present during checkout, start-up, and initial operation, except as otherwise specified.

5. Do not start up system, unit process, or equipment without submitting acceptable preliminary operations and maintenance manuals by Contractor, in accordance with Section 01 78 23 – Operations and Maintenance Data.

C. Contractor's Requirements Prior to Owner's Responsibility:

1. Owner will assume responsibility for the equipment upon Substantial Completion.

2. Prior to turning over to Owner responsibility for operating and maintaining system or equipment shall be in accordance with this Section and the following requirements:

a. Submit acceptable final operations and maintenance manuals in accordance with Section 01 78 23 – Operations and Maintenance Data.

b. Provide training of operations and maintenance personnel in accordance with Section 01 79 00 – Instruction of Owner's Personnel.

c. Complete system field quality control testing in accordance with the Contract Documents including, but not limited to, the following:

1) Start-up certification shall be performed and completed by the equipment Supplier for the equipment and material prior to be placed into intended use by Owner as specified in the Contract Documents.

2) Equipment and material shall be operated for a minimum 30-day operational period to verify performance. In addition to specific requirements specified in the individual specification sections, process data that is recorded in the PLC shall be submitted to the Engineer in tabular format showing hourly process performance data. A log of all alarms shall also be submitted, along with notes describing corrective measures applied in response to alarm condition.

3) If equipment and material does not perform satisfactorily during the 30-day operational period, then the warranty period start shall be delayed until satisfactorily performance is verified.

a) Contractor shall repair or replace equipment and material that does not perform satisfactorily at no cost to Owner.

b) Contractor shall furnish all equipment and material, labor, and incidentals necessary to provide equipment and material to the performance level required by the Contract Documents.

d. Obtain from Engineer final certificate of Substantial Completion for either entire Work or the portion being turned over to Owner.

1.03 SUBMITTALS

A. Startup Schedule: Detailed summary of schedule, duration, manpower requirement, and Contractor's means and methods for startup.

B. Vibration testing results

C. Closeout Submittals: Manufacturer's certification of installation in accordance with this Section.

D. Startup testing and operational demonstration performance data.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 PRELIMINARY REQUIREMENTS

A. Prior to the start-up of the facilities, Contractor shall have prepared and tested all equipment, subsystems and systems in accordance with the requirements of the individual Specification Section to check its ability for sustained operation, including inspections and adjustments by Manufacturer's representative.

B. Contractor shall develop and submit schedule in accordance with this Section.

C. After the facilities are sufficiently complete to permit start-up, Contractor shall furnish the technical representative of the equipment supplier to start-up the facilities. Contractor will be responsible for startup of all facilities constructed under this Contract. During the initial start-up period the Contractor shall check and provide for mechanical operation in accordance with the Contract Documents.

3.02 FIELD QUALITY CONTROL

A. Manufacturers' Field Services:

1. When specified, furnish services of factory trained representatives of material and equipment manufacturers as specified, including supervising installation, adjusting, checkout, start-up, and testing of materials and equipment.

2. Certification:

a. When services by manufacturer are required at the Site, within 14 days after first test operation of equipment, submit to Engineer a letter from manufacturer, on manufacturer's letterhead, stating that materials and equipment are installed in accordance with manufacturer's requirements and installation instructions, and in accordance with the Contract Documents.

b. Include in the final operations and maintenance manual for the associated equipment a copy of the letter or completed form, as applicable.

3. Manufacturer shall bring any discrepancies to the immediate attention of the Contractor for correction. Contractor shall promptly correct any discrepancies noted by the Manufacturer. Manufacturer shall coordinate correction of discrepancies with the Contractor. Discrepancies and their correction shall be noted in inspection records and in all required reports. Any corrections that result in changes to the work as shown on the Contract Documents shall be approved by the Engineer prior to their execution.

3.03 VIBRATION TESTING

A. Stationary rotating equipment, products and materials shall have vibration testing performed at the Site with a rated horsepower exceeding 200 horsepower.

B. Vibration testing shall be performed by an experienced factory-trained and authorized third-party analysis expert shall be provided for and paid for by the Contractor. Each unit or pump system shall be tested separately without duplicate equipment running. All field testing shall be done in the presence of the Owner. The Owner shall be furnished with seven (7) certified copies of vibration test data for each test performed.

C. General testing requirements:

1. Variable speed drives – Tests shall be conducted at the full range of speeds between maximum and minimum.

2. Two-speed drives – Tests shall be conducted at both speeds.

3. Constant-speed drives – Tests shall be conducted under various loading conditions as determined by the Engineer.

4. Frequency of vibration, in frequency (i.e. Hz, cycles per second) and cycles per minute (cpm), shall be determined when vibration exceeds specified levels or as otherwise necessary. Vibration shall be measured on the bearing housing and the motor, unless other additional locations are deemed necessary by the Engineer and/or specified, the vibration analyst and/or published industry standards.

5. Vibration shall be checked in the radial and axial directions. Vibration shall be limited to the latest version of the following published standards: Hydraulic Institute (HI).

6. For pumps radial vibration shall not exceed that permitted by the Hydraulic Institute Standards except that, at vibration frequencies in excess of 8,000 cpm, the velocity shall not exceed 0.2 in/sec.

7. Noise or vibration in any rotating equipment which the Engineer judges to be excessive or damaging, shall be cause for rejection.

D. Test results:

1. Contractor shall correct deficiencies within thirty days when vibration field test results exceed source quality control tests results, Manufacturer's recommendations, or the limits specified in the Contract Documents.

2. After corrections have been completed, the vibration testing shall be re-run at the Contractor's expense and the results re-submitted to the Engineer for review.

3.04 SYSTEM START-UP

A. Equipment and materials shall be provided in conformance with the manufacturer's installation instructions and in accordance with the Contract Documents.

B. Provide start-up services as specified in the individual Specification Sections.

C. Contractor shall furnish consumables required for startup including, but not limited to, electricity, water, chemicals and lubrication. Contractor shall provide a plan for disposal of water used for testing unless otherwise specified in the Contract Documents.

D. General system requirements:

1. Start-up of the plant by Contractor shall include all mechanical systems, including but not limited to, pumps, compressors, and like equipment, and the ventilating, air conditioning (or heating), plumbing, and electrical systems. Start-up of either the heating or air conditioning systems is dependent upon the time of year that the plant start up is initiated. Contractor will be required to return at the beginning of the next heating or air conditioning season (whichever is applicable) to start the appropriate system.

2. Cleaning as required under provisions of the Contract Documents.

3. Remove temporary protective coatings.

4. Flushing and replacing greases and lubricants as required by Manufacturer

5. Lubrication.

6. Verify the following:

    a. Shaft and coupling alignments and reset where needed.

    b. Set motor, pump and other equipment rotation, safety interlocks, and belt tensions.

    c. Leveling plates, grout, bearing plates, anchor bolts, fasteners, and alignment of piping, conduits and ducts that may apply stress on equipment.

7. Valves:

    a. Tighten packing glands to ensure no leakage but allow valve stems to operate without galling.

    b. Replace packing in valves to retain maximum adjustment after system is determined to be complete.

    c. Replace packing on valves that continue to leak.

    d. Remove and repair bonnets that leak.

    e. After cleaning, coat packing gland threads and valve stems with surface preparation of “Molycote” or “Fel-Pro”.

8. Verify that control valve seats are free of foreign matter and are properly positioned for intended service.

9. Tighten flanges and other pipe joints after system has been placed in operation.

10. Replace gaskets that show signs of leakage after tightening.

11. Inspect all joints for leakage:

    a. Promptly remake each joint that appears to be faulty; do not wait for rust other corrosion to form.

    b. Clean threads on both parts and apply compound and remake joints.

12. After system has been placed in operation, clean valve seats and headers in fluid system to ensure freedom from foreign matter.

13. Remove rust, scale, and foreign matter from equipment and renew defaced surfaces.

14. Repair damaged insulation.

END OF SECTION

SECTION 01 77 19
CLOSEOUT REQUIREMENTS

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes:

1. Substantial Completion.

2. Final inspection.

3. Request for final payment.

1.02 REFERENCES

A. Definitions:

1. Substantial completion procedures for requesting and documenting are in the General Conditions, as modified by Supplemental Conditions.

2. Final inspection procedures for requesting and documenting are in the General Conditions, as modified by Supplemental Conditions.

1.03 ADMINSTRATIVE REQUIREMENTS

A. Request for Final Payment:

1. Procedure: Submit request for final payment in accordance with the Agreement and General Conditions, as may be modified by the Supplementary Conditions.

B. Request for final payment shall include:

1. Documents required in the General Conditions, as may be modified by the Supplementary Conditions.

2. Releases or Waivers of Lien Rights:

a. Provide a final release or waiver by Contractor and each Subcontractor and Supplier that provided Contractor with labor, material, or equipment totaling $10,000 or more.

b. Provide list of Subcontractors and Suppliers for which release or waiver of Lien is required.

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c. Each release or waiver of Lien shall be signed by an authorized representative of the entity submitting release or waiver to Contractor, and shall include Subcontractor's or Supplier's corporate seal, when applicable.

d. Release or waiver of Lien may be conditional upon receipt of final payment.

e. Manufacturer's Affidavit of Release of Liens – furnish a separate, completed form from the manufacturer.

3. Consent of Surety Company to Final Payment.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 78 23
OPERATION AND MAINTENANCE DATA

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes: Requirements for operation and maintenance data, manuals, and documentation.

1. Submit operation and maintenance data, in accordance with this Section and in accordance with requirements elsewhere in the Contract Documents, as instructional and reference manuals by operations and maintenance personnel at the Site.

2. Required operation and maintenance data groupings are listed in this Section. At minimum, submit operation and maintenance data for:

a. All equipment and systems

b. Valves, gates, actuators, and related accessories

c. Instrumentation and control devices

d. Electrical gear

3. For each operation and maintenance manual, submit the following:

a. Preliminary Submittal: Printed and bound copy of entire operation and maintenance manual or electronic copy, except for test data and service reports by Supplier.

b. Final Submittal: Printed and bound copy of complete operations and maintenance manual and electronic copy, including test data and service reports by Supplier.

1.02 ADMINISTRATIVE REQUIREMENTS

A. Quantity Required and Timing of Submittals:

1. Preliminary Submittal:

a. Printed Copies: One copy, exclusive of copies required by Contractor.

b. Electronic Copies: One copy.

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c. Submit to Engineer, whichever occurs first:

1) 60 days prior to starting training of operations and maintenance personnel.

2) 30 days prior to field quality control testing at the Site.

d. Furnish preliminary operation and maintenance data submittal in acceptable form and content, as determined by Engineer, before associated materials and equipment will be eligible for payment.

2. Preliminary Submittal shall be reviewed by Engineer. One printed or electronic copy shall be returned to Contractor with required revisions noted.

3. Final Submittal: Provide 14 days prior to checkout and startup procedures specified in Section 01 75 00 – Checkout and Startup Procedures, unless Submittal is specified as required prior to an interim Milestone.

a. Printed Copies: Two copies.

b. Electronic Copies: One copy.

B. Format of Printed Copies:

1. Binding and Cover:

a. Bind each operation and maintenance manual in durable, permanent, stiff-cover binder(s), comprising one or more volumes per copy as required. Binders shall be minimum one-inch wide and maximum of three-inch wide. Binders for each copy of each volume shall be identical.

b. Provide the following information on cover of each volume:

1) Title: “OPERATING AND MAINTENANCE INSTRUCTIONS”.

2) Name or type of material or equipment covered in the manual.

3) Volume number, if more than one volume is required, listed as “Volume __ of __”, with appropriate volume-designating numbers filled in.

4) Name of Project and, if applicable, Contract name and number.

5) Name of building or structure, as applicable.

c. Provide the following information on spine of each volume:

1) Title: “OPERATING AND MAINTENANCE INSTRUCTIONS”.

2) Name or type of material or equipment covered in the manual.

3) Volume number, if more than one volume is required, listed as “Volume __ of __”, with appropriate volume-designating numbers filled in.

4) Project name and building or structure name.

2. Drawings:

a. Bind into the manual drawings, diagrams, and illustrations up to and including 11 inches by 17 inches in size, with reinforcing.

b. Documents larger than 11 inches by 17 inches shall be folded and inserted into clear plastic pockets bound into the manual. Mark pockets with printed text indicating content and drawing numbers. Include no more than three drawing sheets per pocket.

3. Copy Quality and Document Clarity:

a. Contents shall be original-quality copies. Documents in the manual shall be either original manufacturer-printed documents or first-generation photocopies indistinguishable from originals. If original is in color, copies shall be in color.

b. Clearly mark in ink to indicate all components of materials and equipment on catalog pages for ease of identification. In standard or pre-printed documents, indicate options furnished or cross out inapplicable content.

4. Organization:

a. Provide table of contents in each volume for each chapter or section.

b. Use dividers and indexed tabs between major categories of information, such as operating instructions, preventive maintenance instructions, and other major subdivisions of data in each manual.

C. Format of Electronic Copies:

1. Each electronic copy shall include all information included in the corresponding printed copy.

2. Submit electronic copy via transferable method and format acceptable to Engineer.

3. File Format:

    a. Acceptable formats include Adobe PDF, Microsoft Word, Autodesk DWF, and AutoCAD.

    b. Files shall be electronically searchable.

    c. Submit separate file for each separate document in the printed copy.

    d. Within each file, provide bookmarks for the following:

        1) Each chapter and subsection listed in the corresponding printed copy document's table of contents

        2) Each figure

        3) Each table

        4) Each appendix

4. Submit drawings and figures in one of the following formats: ".bmp", ".tif", ".jpg", ".gif", "dwf", or "dwg".

D. General Content Requirements:

1. Prepare each operations and maintenance manual specifically for the Project. Include in each manual all pertinent instructions, as-built drawings as applicable, bills of materials, technical bulletins, installation and handling requirements, maintenance and repair instructions, and other information required for complete, accurate, and comprehensive data for safe and proper operation, maintenance, and repair of materials and equipment furnished for the Project. Include in manuals specific information required in the Specification Section for the material or equipment, data required by Laws and Regulations, and data required by authorities having jurisdiction.

2. Submit complete, detailed written operating instructions for each material or equipment item including: function; operating characteristics; limiting conditions; operating instructions for start-up, normal and emergency conditions; regulation and control; operational troubleshooting; and shutdown. Also include, as applicable, written descriptions of alarms generated by equipment and proper responses to such alarm conditions.

3. Submit written explanations of all safety considerations relating to operation and maintenance procedures.

4. Submit complete, detailed, written preventive maintenance instructions including all information and instructions to keep materials, equipment, and

systems properly lubricated, adjusted, and maintained so that materials, equipment, and systems function economically throughout their expected service life. Instructions shall include:

a. Written explanations with illustrations for each preventive maintenance task such as inspection, adjustment, lubrication, calibration, and cleaning. Include pre-startup checklists for each equipment item and maintenance requirements for long-term shutdowns.

b. Recommended schedule for each preventive maintenance task.

c. Lubrication charts indicating recommended types of lubricants, frequency of application or change, and where each lubricant is to be used or applied.

d. Table of alternative lubricants.

e. Troubleshooting instructions.

f. List of required maintenance tools and equipment.

5. Submit complete bills of material or parts lists for materials and equipment furnished. Lists or bills of material may be furnished on a per-drawing or per-equipment assembly basis. Bills of material shall indicate:

a. Manufacturer’s name, address, telephone number, fax number, and Internet website address.

b. Manufacturer’s local service representative’s or local parts supplier’s name, address, telephone number, fax number, Internet website address, and e-mail addresses, when applicable.

c. Manufacturer’s shop order and serial number(s) for materials, equipment or assembly furnished.

d. For each part or piece include the following information:

1) Parts cross-reference number. Cross-reference number shall be used to identify the part on assembly drawings, Shop Drawings, or other type of graphic illustration where the part is clearly shown or indicated.

2) Part name or description.

3) Manufacturer’s part number.

4) Quantity of each part used in each assembly.

5) Current unit price of the part at the time the operations and maintenance manual is submitted. Price list shall be dated.

6. Submit complete instructions for ordering replaceable parts, including reference numbers (such as shop order number or serial number).

7. Submit manufacturer's recommended inventory levels for spare parts, extra stock materials, and consumable supplies for the initial two years of operation. Consumable supplies are items consumed or worn by operation of materials or equipment, and items used in maintaining the operation of material or equipment, including items such as lubricants, seals, reagents, and testing chemicals used for calibrating or operating the equipment. Include estimated delivery times, shelf life limitations, and special storage requirements.

8. Submit manufacturer's installation and operation bulletins, diagrams, schematics, and equipment cutaways. Where materials pertain to multiple models or types, mark the literature to indicate specific material or equipment supplied. Marking may be in the form of checking, arrows, or underlining to indicate pertinent information, or by crossing out or other means of obliterating information that does not apply to the materials and equipment furnished.

9. Submit original-quality copies of each approved and accepted Shop Drawing, product data, and other submittal, updated to indicate as-installed condition. Reduced drawings are acceptable only if reduction is to not less than one-half original size and all lines, dimensions, lettering, and text are completely legible on the reduction.

10. Submit complete electrical schematics and wiring diagrams, including complete point-to-point wiring and wiring numbers or colors between all terminal points.

11. Submit copy of warranty bond and service contract as applicable.

12. When copyrighted material is used in operations and maintenance manuals, obtain copyright holder's written permission to use such material in the operation and maintenance manual.

1.03 SUBMITTALS

A. Action/Informational Submittals: Submit preliminary schedule (listing) of operations and maintenance data for Engineer's review. Preliminary operations and maintenance data shall be grouped as major equipment and material systems and divided into sub-systems as required for clarity, subject to Engineer's approval.

B. Closeout Submittals: Operation and maintenance data: Submit the operations and maintenance data indicated in the Contract Documents, grouped into submittals as approved by Engineer.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 78 39
PROJECT RECORD DOCUMENTS

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes:

1. Requirements for recording changes to record documents.

2. Requirements for electronic files furnished by Engineer.

B. Contractor shall maintain and submit to Engineer with record documents in accordance with the Specifications, General Conditions, and Supplementary Conditions.

1.02 ADMINSTRATIVE REQUIREMENTS

A. Maintenance of Record Documents:

1. The following record documents shall be maintained in the Contractor's field office:

a. Drawings, Specifications, and Addenda.

b. Shop Drawings, Samples, and other Contractor submittals, including records of test results, approved or accepted as applicable, by Engineer.

c. Change Orders, Work Change Directives, Field Orders, photographic documentation, survey data, and all other documents pertinent to the Work.

2. Update record documents on a monthly basis, minimum.

3. Provide files and racks for proper storage and easy access to record documents.

4. Make record documents available for inspection upon request of Engineer or Owner.

5. Do not use record documents for purpose other than serving as Project record. Do not remove record documents from Contractor's field office without Engineer's approval.

B. Submittal of Record Documents:

1. Submit to Engineer the following record documents: Drawings.

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2. Prior to readiness for final payment, submit to Engineer one copy of final record documents. Submit complete record documents; do not make partial submittals.

3. Submit record documents with transmittal letter on contractor letterhead complying with letter of transmittal requirements in Section 01 33 00 – Submittal Procedures.

4. Record documents submittal shall include certification, with original signature of official authorized to execute legal agreements on behalf of Contractor.

C. Electronic Files Furnished by Engineer:

1. CADD files will be furnished by Engineer upon the following conditions:

a. Contractor shall submit to Engineer a letter on Contractor letterhead requesting CADD files and providing specific definition(s) or description(s) of how files will be used, and specific description of benefits to Owner (including credit proposal, if applicable) if the request is granted.

b. Contractor shall execute Engineer's standard agreement for release of electronic files and shall abide by all provisions of the agreement for release of electronic files.

c. Layering system incorporated in CADD files shall be maintained as transmitted by Engineer. CADD files transmitted by Engineer containing cross-referenced files shall not be bound by Contractor. Drawing cross-references and paths shall be maintained. If Contractor alters layers or cross-reference files, Contractor shall restore all layers and cross-references prior to submitting record documents to Engineer.

d. Contractor shall submit record drawings to Engineer in same CADD format that files were furnished to Contractor.

1.03 SUBMITTALS

A. Closeout Submittals: Provide record documentation as specified in this Section.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 GENERAL REQUIREMENTS:

A. At the start of the Project, label each record document to be submitted as, "PROJECT RECORD" using legible, printed letters. Letters on record copy of the Drawings shall be two inches high.

B. Keep record documents current. Make entries on record documents within two working days of receipt of information required to record the change.

C. Do not permanently conceal the Work until required information has been recorded.

D. Accuracy of record documents shall be such that future searches for items shown on the record documents may rely reasonably on information obtained from Engineer-accepted record documents.

E. Marking of Entries:

1. Use erasable, colored pencils (not ink or indelible pencil) for marking changes, revisions, additions, and deletions to record documents.

2. Clearly describe the change by graphic line and make notations as required. Use straight-edge to mark straight lines. Writing shall be legible and sufficiently dark to allow scanning of record documents into legible electronic files.

3. Date all entries on record documents.

4. Call attention to changes by drawing a “cloud” around the change(s) indicated.

5. Mark initial revisions in red. In the event of overlapping changes, use different colors for subsequent changes.

3.02 RECORDING CHANGES TO DRAWINGS:

A. Record changes on copy of the Drawings. Submittal of Contractor-originated or -produced drawings as a substitute for recording changes on the Drawings is unacceptable.

B. Record changes on plans, sections, schematics, and details as required for clarity, making reference dimensions and elevations (to Project datum) for complete record documentation.

C. Record actual construction including:

1. Depths of various elements of foundation relative to Project datum.

2. Field changes of dimensions, arrangements, and details.

3. Changes made in accordance with Change Orders, Work Change Directives, and Field Orders.

4. Changes in details on the Drawings. Submit additional details prepared by Contractor when required to document changes.

3.03 RECORDING CHANGES FOR SCHEMATIC LAYOUTS:

A. In some cases, on the Drawings, arrangements of conduits, circuits, piping, ducts, and similar items are shown schematically and are not intended to portray physical layout. For such cases, the final physical arrangement shall be determined by Contractor subject to acceptance by Engineer.

B. Record on record documents all revisions to schematics on Drawings, including: piping schematics, ducting schematics, process and instrumentation diagrams, control and circuitry diagrams, electrical one-line diagrams, motor control center layouts, and other schematics when included in the Contract. Record actual locations of equipment, lighting fixtures, in-place grounding system, and other pertinent data.

C. When dimensioned plans and dimensioned sections on the Drawings show the Work schematically, indicate on the record documents, by dimensions accurate to within one inch in the field, centerline location of items of Work such as conduit, piping, ducts, and similar items

1. Clearly identify the Work item by accurate notations such as “cast iron drain”, “rigid electrical conduit”, “copper waterline”, and similar descriptions.

2. Show by symbol or note the vertical location of Work item; for example, “embedded in slab”, “under slab”, “in ceiling plenum”, “exposed”, and similar designations. For piping not embedded, also provide elevation dimension relative to Project datum.

3. Descriptions shall be sufficiently detailed to be related to Specifications.

D. Engineer may furnish written waiver of requirements relative to schematic layouts shown on plans and sections when, in Engineer’s judgment, dimensioned layouts of Work shown schematically will serve no useful purpose. Do not rely on waiver(s) being issued.

3.04 REQUIREMENTS FOR SUPPLEMENTAL DRAWINGS:

A. In some cases, drawings produced during construction by Engineer or Contractor supplement the Drawings and shall be included with record documents submitted by Contractor. Supplemental record drawings shall include drawings provided with Change Orders, Work Change Directives, and Field Orders and that cannot be incorporated into the Drawings due to space limitations.

B. Supplemental drawings provided with record drawings shall be integrated with the Drawings and include necessary cross-references between drawings. Supplemental record drawings shall be on sheets the same size as the Drawings.

C. When supplemental drawings developed by Contractor using computer-aided drafting/design (CADD) software are to be included in record drawings, submit electronic files for such drawings in AutoCAD (latest version) as part of record drawing submittal.

3.05 RECORDING CHANGES TO SPECIFICATIONS AND ADDENDA:

A. Mark each Section to record:

1. Manufacturer, trade name, catalog number, and Supplier of each product and item of equipment actually provided.

2. Changes made by Addendum, Change Orders, Work Change Directives, and Field Orders.

END OF SECTION

SECTION 03 30 05
CONCRETE AND GROUT

PART 1 – GENERAL

1.01 THE REQUIREMENT

A. The CONTRACTOR shall furnish all labor, equipment, materials and services necessary for the manufacture, transportation and placement of all plain and reinforced concrete work, as shown on the Drawings or as ordered by the ENGINEER, all in accordance with the Contract Documents.

B. The following types of concrete shall be covered in this Section:

1. Structural Concrete (Class A): Concrete to be used in all cases except where noted otherwise in the Contract Documents.

2. Sitework Concrete (Class B): Concrete to be used for curbs, gutters, catch basins, sidewalks, fence and guard post embedment, underground duct bank encasement and all other concrete appurtenant to electrical facilities unless otherwise shown or noted on the Drawings.

C. The following types of grout are covered in this Section:

1. Cement Grout: This type of grout shall be used for grout toppings and for patching of fresh concrete.

2. Non-Shrink Grout: Non-shrink grout shall be used for grouting beneath base plates of structural metal framing.

3. Epoxy Grout: This type of grout shall be used for bonding new concrete to hardened concrete.

4. Epoxy Base Plate Grout: This type of grout shall be used for precision seating of base plates including base plates for all equipment such as engines, mixers, pumps, vibratory and heavy machinery, etc.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Codes: Without limiting the generality of other requirements of these specifications, all work specified herein shall conform to or exceed the requirements of the Florida Building Code and the applicable requirements of the following documents to the extent that the provisions of such documents are not in conflict with the requirements of this Section.

B. Commercial Standards:

ACI 214	Recommended Practice for Evaluation of Strength Test Results of Concrete
ACI 301	Specifications for Structural Concrete for Buildings.
ACI 304	Guide for Measuring, Mixing, Transporting, and Placing Concrete
ACI 305	Hot Weather Concreting
ACI 306	Cold Weather Concreting
ACI 309	Guide for Consolidation of Concrete
ACI 315	Manual of Standard Practice for Detailing Reinforced Concrete Structures.
ACI 318	Building Code Requirements of Reinforced Concrete.
ACI 347	Recommended Practice for Concrete Formwork.
ASTM A 185	Specification for Steel Welded Wire, Fabric, Plain, for Concrete Reinforcement.
ASTM A 615	Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
ASTM C 31	Test Methods for Making and Curing Concrete Test Specimens in the Field.
ASTM C 33	Specification for Concrete Aggregates.
ASTM C 39	Test Method for Compressive Strength of Cylindrical Concrete Specimens.
ASTM C 88	Test Method for Soundness of Aggregates by use of Sodium Sulfate or Magnesium Sulfate
ASTM C 94	Specification for Ready-Mixed Concrete.
ASTM C 114	Method for Chemical Analysis of Hydraulic Cement
ASTM C 136	Method for Sieve Analysis of Fine and Coarse Aggregate
ASTM C 143	Test Method for Slump of Portland Cement Concrete.
ASTM C 150	Specification for Portland Cement.
ASTM C156	Test Method for Water Retention by concrete Curing Materials
ASTM C 157	Test Method for length Change of Hardened Cement Mortar and Concrete
ASTM C 172	Standard Practice for Sampling Freshly Mixed Concrete
ASTM C 192	Method of Making and Curing Concrete Test Specimens in the Laboratory
ASTM C 227	Standard Test Method for Potential Alkali Reactivity of Cement Aggregate Combinations (Mortar-Bar Method).
ASTM C231	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C 260	Specification for Air-Entraining Admixtures for Concrete.
ASTM C 289	Standard Test Method for Potential Reactivity of Aggregates (Chemical Method)
ASTM C 309	Specification for Liquid Membrane-Forming Compounds for Curing Concrete.

ASTM C 494	Specification for Chemical Admixtures for Concrete.
ASTM C 579	Test Methods for Compressive Strength of Chemical Resistant Mortars and Monolithic Surfacings.
ASTM C 595	Standard Specification for Blended Hydraulic Cements
ASTM C 618	Standard Specification for Fly Ash and Raw or Calcined Natural Pozzolan for use as a Mineral Admixture in Portland Cement Concrete
ASTM C 827	Test Method for Early Volume Change of Cemetitious Mixtures.
ASTM C 989	Standard Specification for Slag Cement for Use in Concrete and Mortars
ASTM D 1751	Specification for Preformed Expansion Joint Fillers for Paving and Structural Construction (Non-extruding and Resilient Bituminous Types).
CRD C 621	Non-Shrink Grout
CRSI	Manual of Standard Practice.

C. Any procedure, materials or operation specified by reference to the American Society for Testing and Materials (ASTM), the American Concrete Institute (ACI), Building Code or other references shall comply with the requirements of the current and most recent specifications or standards. In conflicts between listed standards and this specification, the more stringent requirements shall govern.

D. The CONTRACTOR is expected to obtain the most recent issue of all standards, recommendations, codes or specifications referred to within this specification.

1.03 SUBMITTALS

A. Concrete Mix Designs: The design mixes to be used shall be prepared by qualified persons and submitted for review. The design of the mix is the responsibility of the CONTRACTOR subject to the limitations of the specifications. Review processing of this submission will be required only as evidence the mix has been designed by qualified persons and that the minimum requirements of the specifications have been met. Such review will in no way alter the responsibility of the CONTRACTOR to furnish concrete meeting the requirements of the specifications. If in the progress of the work the sources of materials change in characteristics or the CONTRACTOR requests a new source in writing, the CONTRACTOR shall, at his expense submit new test data and information for the establishment of a new design mix. Submit mix designs for all classes of concrete to be used under this Contract. Mix design submittals shall include the following:

1. Sources of all materials and certifications of compliance with specifications for all sources of each material.

2. Certified current (less than one year old) chemical analysis of Portland Cement or Blended Cement to be used.

3. Certified current (less than one year old) chemical analysis of fly ash or slag cement to be used.

4. Aggregate test results showing compliance with required standards, i.e. sieve analysis, aggregate soundness tests, etc.

5. Manufacturer's data on all admixtures stating compliance with required standards and are compatible with one another. Written conformance to the above-mentioned requirements and the chloride ion content of the admixture will be required from the admixture manufacturer prior to Mix design review by the ENGINEER.

6. Field experience records and/or trial mix data for the proposed concrete mixes.

B. Grout: The CONTRACTOR shall submit shop drawings for all types of grout for use in this Project. Shop drawings shall include certified test results verifying the compressive strength, shrinkage, and expansion requirements specified herein; and manufacturer's literature containing instructions and recommendations on the mixing, handling, placement and appropriate uses for each type of grout used in the work.

C. Accessories: The CONTRACTOR shall submit shop drawings for all types of concrete accessories to be used for this project including, but not limited to, form ties, water stops, joint materials and curing agents.

D. Delivery Tickets: Where ready-mix concrete is used, the CONTRACTOR shall submit delivery tickets at the time of delivery of each load of concrete. Each certificate shall show the State certified equipment used for measuring and the total quantities, by weight, of cement, sand, each class of aggregate, admixtures, and the amounts of water in the aggregate and added at the batching plant as well as the amount of water allowed to be added at the site for the specific design mix. Each certificate shall, in addition, state the mix number, total yield in cubic yards, and the time of day, to the nearest minute, corresponding to when the batch was dispatched, when it left the plant, when it arrived at the job, the time that unloading began, and the time that unloading was finished.

E. Reinforcing Steel: The CONTRACTOR shall submit shop drawings of shop bending diagrams, placing lists, and Drawings of all reinforcing steel prior to fabrication.

1. The CONTRACTOR shall submit detailed placing and shop fabricating drawings, prepared in accordance with ACI 315 and ACI Detailing Manual - (SP66) for all reinforcing steel. These drawings shall be made to such a scale as to clearly show joint locations, openings, the arrangement, spacing and splicing of the bars. Where opening sizes are dependent on equipment selection the CONTRACTOR shall indicate all necessary dimensions to define steel lengths and placing details.

2. Details of the concrete reinforcing steel and concrete inserts shall be submitted by the CONTRACTOR at the earliest possible date after receipt by the CONTRACTOR of the Notice to Proceed. Said details of reinforcing steel for fabrication and erection shall conform to ACI 315 and the requirements specified and shown. The shop bending diagrams shall show the actual lengths of bars, to the nearest inch measured to the intersection of the extensions (tangents for bars of circular cross section) of the outside surface. The shop Drawings shall include bar placement diagrams which clearly indicate the dimensions of each bar splice.

3. Requests to relocate any bars that cause interferences or that cause placing tolerances to be violated.

4. Proposed supports for each type of reinforcing.

5. Certification that all installers of dowel adhesives are certified as Adhesive Anchor Installers in accordance with the ACI-CRSI Anchor Installer Certification Program.

6. International Code Council-Evaluation Services Evaluation Services Report (ICC-ES ESR) for dowel adhesives.

F. Curing: Submit the following:

1. Proposed procedures for protection of concrete under wet weather placement conditions.

2. Proposed normal procedures for protection and curing of concrete.

3. Proposed special procedures for protection and curing of concrete under hot and cold weather conditions.

4. Proposed method of measuring concrete surface temperature changes.

5. Manufacturer's literature and material certification for proposed curing compounds.

1.04 QUALITY ASSURANCE

A. Tests on materials used in the production of concrete shall be as specified in Part 2 – Products.

B. The cost of initial trial mixes and initial laboratory tests to design the mixes including compression tests, sieve analysis, and tests on trial mixes shall be included in the Contract Price.

C. The cost of all laboratory tests on cement, aggregates, and concrete, will be borne by the OWNER. However, the CONTRACTOR shall be charged for the cost of any additional tests and investigation on work performed which does not meet the specifications.

D. Field quality control tests, as specified in Article 1.05, unless otherwise stated, will be performed by a materials testing consultant employed by the Owner. However, the Contractor shall be charged for the cost of any additional tests and investigation on work performed which does not meet the Specifications. Any individual who samples and tests concrete to determine if the concrete is being produced in accordance with this Specification shall be certified as a Concrete Field Testing Technician, Grade I, in accordance with ACI CP-2. Testing laboratory shall conform to requirements of ASTM C-1077.

E. Concrete for testing shall be supplied by the CONTRACTOR at no cost to the OWNER, and the CONTRACTOR shall provide assistance to the ENGINEER in obtaining samples. The CONTRACTOR shall dispose of and clean up all excess material.

F. Construction Tolerances: The CONTRACTOR shall set and maintain concrete forms and perform finishing operations so as to ensure that the completed work is within the tolerances specified herein. Surface defects and irregularities are defined as finishes and are to be distinguished from tolerances. Tolerance is the specified permissible variation from lines, grades, or dimensions shown. Where tolerances are not stated in the Specifications, permissible deviations will be in accordance with ACI 347.

1.05 QUALITY CONTROL

A. Compressive Strength

1. Compression test specimens shall be taken during construction from the first placement of each class of concrete specified herein and at intervals thereafter as selected by the ENGINEER to insure continued compliance with these Specifications. At least one set of test specimens shall be made for each placement, or for each fifty (50) cubic yards of concrete placed, or for each 5000 square feet of surface area for slabs or walls, whichever is greater.

2. Samples of freshly mixed concrete shall be obtained in accordance with ASTM C 172, and compression test specimens for concrete shall be made in accordance with ASTM C 31. Specimens shall consist of at least five 6-inch diameter by 12-inch high cylinders, or eight 4-inch diameter by 8-inch high cylinders. Each cylinder shall be identified by a tag attached to the side of the cylinder.

3. The CONTRACTOR shall provide approved curing boxes for storage of cylinders on site. The insulated curing box shall be of sufficient size and strength to contain all the specimens made in any four consecutive working days and to protect the specimens from falling over, being jarred or otherwise disturbed during the period of initial curing. The box shall be erected, furnished and maintained by the CONTRACTOR. Such box shall be equipped to provide the moisture and to regulate the temperature necessary to maintain the proper curing conditions required by ASTM C31. Such box shall be located in an area free from vibration such as pile driving and traffic of all kinds. No concrete requiring inspection shall

be delivered to the site until such storage curing box has been provided. Specimens shall remain undisturbed in the curing box until ready for delivery to the testing laboratory but not less than sixteen hours.

4. Compression test shall be performed in accordance with ASTM C 39. For 6x12 cylinders, two test cylinders will be tested at 7 days and 2 at 28 days. For 4x8 cylinders, three test cylinders will be tested at 7 days and three at 28 days. The remaining cylinders will be held to verify test results, if needed.

B. Consistency

1. Consistency of the concrete will be checked by the ENGINEER by standard slump cone tests. The CONTRACTOR shall make any necessary adjustments in the mix as the ENGINEER may direct and shall upon written order suspend all placing operations in the event the consistency does not meet the intent of the specifications. No payment shall be made for delays, material or labor costs due to such eventualities.

2. Slump tests shall be made in accordance with ASTM C 143. Slump tests shall be performed as deemed necessary by the ENGINEER and each time compressive strength samples are taken.

C. Air Content

1. Samples of freshly mixed concrete will be tested for entrained air content by the ENGINEER in accordance with ASTM C 231.

2. Air content tests will be performed as deemed necessary by the ENGINEER and each time compressive strength samples are taken.

D. Evaluation and Acceptance of Concrete

1. Evaluation and acceptance of the compressive strength of concrete shall be according to the requirements of ACI 215 and ACI 318, Chapter 5 "Concrete Quality Mixing and Placing", and as specified herein.

2. If any concrete fails to meet these requirements, immediate corrective action shall be taken to increase the compressive strength for all subsequent batches of the type of concrete affected.

3. All concrete which fails to meet the ACI requirements and these specifications is subject to removal and replacement at the cost of the CONTRACTOR. Additional testing may also be required to verify compressive strength of concrete. Additional testing shall involve extraction and testing of concrete cores in accordance with ASTM C 42. ENGINEER shall determine locations where concrete cores shall be taken. Nondestructive test methods shall not be used to verify strength of in-place concrete.

PART 2 – PRODUCTS

2.01 FORMWORK

A. Forms and Falsework:

1. All forms shall be smooth surface forms unless otherwise specified.

2. Wood materials for concrete forms and falsework shall be new material and shall conform to the following requirements:

   a. Lumber for bracing, shoring, or supporting forms shall be Douglas Fir or Southern Pine, construction grade or better, in conformance with U.S. Product Standard PS20. All lumber used for forms, shoring or bracing shall be new material.

   b. Plywood for concrete formwork shall be new, waterproof, synthetic resin bonded, exterior type Douglas Fir or Southern Pine high density overlaid (HDO) plywood manufactured especially for concrete formwork and shall conform to the requirements of PS1 for Concrete Forms, Class I, and shall be edge sealed. Thickness shall be as required to support concrete at the rate it is placed, but not less than 5/8-inch thick.

3. Other form materials such as metal, fiberglass, or other acceptable material that will not adversely affect the concrete and will facilitate placement of concrete to the shape, form, line and grade indicated may be submitted to the Engineer for approval, but only materials that will produce a smooth form finish equal or better than the wood materials specified will be considered.

B. Formwork Accessories:

1. Unless otherwise shown, exterior corners in concrete members shall be provided with ¾-inch chamfers. Re-entrant corners in concrete members shall not have fillets unless otherwise shown.

2. Form ties shall be provided with a plastic cone or other suitable means for forming a conical hole to insure that the form tie may be broken off back of the face of the concrete. The maximum diameter of removable cones for rod ties, or of other removable form-tie fasteners having a circular cross-section, shall not exceed 1-1/2 inches; and all such fasteners shall be such as to leave holes of regular shape for reaming.

3. Form release agent shall be a blend of natural and synthetic chemicals that employs a chemical reaction to provide quick, easy and clean release of concrete from forms. It shall not stain the concrete and shall leave the concrete with a paintable surface. Formulation of the form release agent shall be such that it would minimize formation of "Bug Holes" in cast-in-place concrete.

2.02 CONCRETE MATERIALS

A. Materials shall be delivered, stored, and handled so as to prevent damage by water or breakage. Only one brand of cement shall be used. Cement reclaimed from cleaning bags or leaking containers shall not be used. All cement shall be used in the sequence of receipt of shipments.

B. All materials furnished for the work shall comply with the requirements of ACI 301, as applicable.

C. Storage of materials shall conform to the requirements of ACI 301.

D. Hydraulic Cement: Different types of cement shall not be mixed nor shall they be used alternately except when authorized in writing by the Engineer. Different brands of cement or the same brand from different mills may be used alternately. A resubmittal will be required if different cements are proposed during the Project. Cement shall be stored in a suitable weather-tight building so as to prevent deterioration or contamination. Cement which has become caked, partially hydrated, or otherwise damaged will be rejected.

1. Portland Cement

    a. Portland Cement shall be Type II conforming to ASTM C 150.

    b. For concrete mixed with only Portland Cement, the total alkalies in the cement (calculated as the percentage of NA2O plus 0.658 times the percentage of K2O) shall not exceed 0.40%

    c. For concrete mixed with Portland Cement and an appropriate amount of fly ash or slag cement the total alkalies in the Portland Cement (calculated as the percentage of NA2O plus 0.658 times the percentage of K2O) shall not exceed 0.85%.

2. Blended Cement

    a. Blended cements shall be Type IP (Portland Fly Ash Cement) or Type IS (Portland Slag Cement) conforming to ASTM C 595.

    b. Type IP cement shall be an interground blend of Portland Cement and fly ash in which the fly ash constituent is between 15% and 25% of the weight of the total blend.

    c. Type IS cement shall be an interground blend of Portland Cement and slag cement in which the slag constituent is between 35% and 50% of the weight of the total blend.

d. Fly ash and slag cement used in the production of blended cements shall meet the requirements of Articles 2.02 E and 2.02 F, respectively.

E. Fly Ash

1. Fly ash shall meet the requirements of ASTM C 618 for Class F, except that the loss on ignition shall not exceed 4%. Fly ash shall also meet the optional physical requirements for uniformity as shown in Table 3 of ASTM C 618.

2. For fly ash to be used in the production of type IP cement, the Pozzolan Activity Index shall be greater than 75% as specified in Table 3 of ASTM C 595.

3. When fly ash is used, the fly ash constituent shall be between 15% and 25% of the total weight of the combined Portland Cement and fly ash.

F. Slag Cement

1. Slag cement shall meet the requirements of ASTM C 989 including tests for effectiveness of slag in preventing excessive expansion due to alkali-aggregate reactivity as described in Appendix X-3 of ASTM C 989.

2. When slag cement is used in concrete mix, the slag cement constituent shall be between 35% and 40% of the total weight of the combined Portland Cement and slag.

3. Additional slag cement shall not be included in concrete mixed with type IS or IP cement.

G. Water

1. Water shall be potable, clean, and free from objectionable quantities of silty organic matter, alkali, salts and other impurities. The water shall be considered potable, for the purposes of this Section only, if it meets the requirements of the local governmental agencies. Agricultural water with high total dissolved solids (over 1000 mg/1 TDS) shall not be used.

2. Water shall not contain more than 100 PPM chloride.

3. Water shall not contain more than 500 PPM dissolved solids.

4. Water shall have a pH in the range of 4.5 to 8.5.

5. Water shall meet requirements of ASTM C 1602.

H. Aggregates

1. Aggregates shall be obtained from pits acceptable to the ENGINEER, shall be nonreactive, and shall conform to the FBC and ASTM C 33. Lightweight sand for fine aggregate will not be permitted. Maximum size of coarse aggregate shall be as specified herein.

2. Fine Aggregate (Sand) in the various concrete mixes shall consist of natural or manufactured siliceous sand, clean and free from deleterious substances, and graded within the limits of ASTM C 33

3. Coarse aggregates shall consist of hard, clean, durable gravel, crushed gravel or crushed rock. Coarse aggregate shall be size #57 or #67 as graded within the limits given in ASTM C 33 unless otherwise specified.

4. Aggregates shall be tested for gradation by sieve analysis tests in conformance with ASTM C 136.

5. When tested for soundness in accordance with ASTM C 88, the loss resulting after five cycles shall not exceed 10 percent for fine or coarse aggregate when using either magnesium sulfate or sodium sulfate.

6. When tested in accordance with "Potential Reactivity of Aggregates (Chemical Method)" (ASTM C 289), the ratio of silica released to reduction in alkalinity shall not exceed 1.0.

7. When tested in accordance with "Organic Impurities in Sands for Concrete" (ASTM C 40), the fine aggregate shall produce a color in the supernatant liquid no darker than the reference standard color solution.

8. When tested in accordance with "Resistance to Abrasion of Small size Coarse Aggregate by Use of the Los Angeles Machine" (ASTM C 131), the coarse aggregate shall show a loss not exceeding 42 percent after 500 revolutions, or 10.5 percent after 100 revolutions.

9. Contractor shall submit a new trial mix to the Engineer for approval whenever a different aggregate or gradation is proposed

I. Admixtures

1. Air-entraining Admixture shall be added to all concrete unless noted otherwise. Air-entraining admixture meeting the requirements of ASTM C 260 shall be used. The ENGINEER reserves the right, at any time, to sample and test the air-entraining agent received on the job by the CONTRACTOR. The air-entraining agent shall be added to the batch in a portion of the mixing water. The solution shall be batched by means of a mechanical batcher capable of accurate measurement.

2. Water reducing and retarding admixtures shall be required at the ENGINEER's discretion or, if not required, may be added at the CONTRACTOR's option to control the set, effect water reduction, and increase workability. In either case, the addition of an admixture shall be at no additional cost to the OWNER. The use of an admixture shall be subject to acceptance by the ENGINEER. Admixtures permitted shall conform to the requirements of ASTM C 494 (chemical admixtures). Admixtures shall contain no free chloride ions, be non-toxic after 30 days and shall be compatible with and made by the same manufacturer as the air entraining admixture.

2.03 CURING MATERIALS

A. Materials for curing concrete conform to ASTM C 309 Type 1-D, Class B with a minimum solids content of 30% and shall contain a fugitive dye. Curing compound shall be SureCure 30 by Kaufman Products, Inc., CA D.O.T. Acrylic Cure by Symons Corporation, Sealtight CS-309-30 by W. R. Meadows, or approved equal.

B. Polyethylene sheet for use as a concrete curing blanket shall be white and have a nominal thickness of 6 mils.

2.04 JOINT MATERIALS

A. Materials for joints in concrete above grade nonhydraulic structures shall conform to the following requirements:

1. Preformed joint filler shall be a non-extruding, resilient, bituminous type conforming to the requirements of ASTM D 1751.

2. Joint sealer shall be in accordance to Section 07 90 00 – Sealants and Caulking.

2.05 REINFORCING STEEL

A. General: All reinforcing steel for all reinforced concrete construction shall conform to the following requirements:

1. Bar reinforcement shall conform to the requirements of ASTM A 615 for Grade 60 Billet Steel Reinforcement, and shall be manufactured in the United States. All reinforcing steel shall have the manufacturer’s mill marking rolled into the bar which shall indicate the producer, size, type and grade. All reinforcing bars shall be deformed bars. Smooth reinforcing bars shall not be used unless specifically called for on the Drawings

2. Welded wire fabric reinforcement shall conform to the requirements of ASTM A 1064 and the details shown on the Drawings; provided, that welded wire fabric with longitudinal wire of W9.5 size wire shall be either furnished in flat sheets or in rolls with a core diameter of not less than 10 inches; and provided further, that welded

wire fabric with longitudinal wires larger than W9.5 size shall be furnished in flat sheets only. All welded wire fabric reinforcement shall be galvanized.

B. Field welding of reinforcing steel will not be allowed

C. Accessories: Accessories shall include all necessary chairs, slab bolsters, concrete blocks, tie wires, dips, supports, spacers and other devices to position reinforcing during concrete placement. Wire bar supports shall be plastic protected (CRSI Class 1).

D. Concrete blocks (dobies), used to support and position bottom reinforcing steel, shall have the same or higher compressive strength as specified for the concrete in which it is located. Wire ties shall be embedded in concrete block bar supports.

2.06 DOWEL ADHESIVE SYSTEM

A. Where shown on the Drawings, reinforcing bars anchored into hardened concrete with a dowel adhesive system shall use a two-component adhesive mix which shall be injected with a static mixing nozzle following manufacturer's instructions.

B. All holes shall be drilled in accordance with the manufacturer’s instructions except that core drilled holes shall not be permitted unless specifically allowed by the Engineer. Cored holes, if allowed by the manufacturer and approved by the Engineer, shall be roughened in accordance with manufacturer’s requirements.

C. Thoroughly clean drill holes of all debris, drill dust, and water in accordance with manufacturer’s instructions prior to installation of adhesive and reinforcing bar.

D. Degree of hole dampness shall be in strict accordance with manufacturer recommendations. Installation conditions shall be either dry or water-saturated. Water filled or submerged holes shall not be permitted unless specifically approved by the Engineer.

E. Injection of adhesive into the hole shall be performed in a manner to minimize the formation of air pockets in accordance with the manufacturer’s instructions.

F. Embedment Depth:

1. The embedment depth of the bar shall be as show on the Drawings. Although all manufacturers listed below are permitted, the embedment depth shown on the Drawings is based on “SET-XP” by Simpson Strong-Tie Co. If the Contractor submits one of the other named dowel adhesives from the list below, the Engineer shall evaluate the required embedment and the Contractor shall provide the required embedment depth stipulated by the Engineer specific to the approved dowel adhesive.

2. Where the embedment depth is not shown on the Drawings, the embedment depth shall be determined to provide the minimum allowable bond strength equal to the tensile strength of the rebar according to the manufacturer's ICC-ES ESR.

3. The embedment depth shall be determined using the actual concrete compressive strength, a cracked concrete state, maximum long term temperature of 110 degrees F, and maximum short term temperature of 140 degrees F. In no case shall the embedment depth be less than the minimum, or more than the maximum, embedment depths stated in the manufacturer's ICC-ES ESR.

G. Engineer's approval is required for use of this system in locations other than those shown on the Drawings.

H. The adhesive system shall be IBC compliant for use in both cracked and uncracked concrete, must comply with the latest revision of ICC-ES Acceptance Criteria AC308, and shall have a valid ICC-ES report. The adhesive system shall be "Epcon System C6+ Adhesive Anchoring System" as manufactured by ITW Redhead, " HIT-HY 200 Injection Adhesive Anchor System" as manufactured by Hilti, Inc. "SET-XP" as manufactured by Simpson Strong-Tie Co. or "Pure 110+ Epoxy Adhesive Anchor System" by DeWalt. Fast-set epoxy formulations shall not be acceptable.

I. All individuals installing dowel adhesive system shall be certified as an Adhesive Anchor Installer in accordance with the ACI-CRSI Anchor Installation Certification Program.

2.07 READY-MIXED CONCRETE

A. Ready-mixed concrete shall conform to materials, batching, mixing, transporting, and placing as specified herein and in accordance with ASTM C 94.

B. Ready-mixed concrete shall be delivered to the site of the work, and discharge shall be completed within one and one half hour after the addition of the cement to the aggregates or before the drum has been revolved 250 revolutions, whichever is first. In hot weather, or under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 85 degrees F or above, the time between the introduction of the cement to the aggregates and discharge shall not exceed 60 minutes.

2.08 GROUT

A. Cement Grout

1. Cement grout shall be composed of Portland Cement and sand in the proportion specified in the Contract Documents and the minimum amount of water necessary to obtain the desired consistency. If no proportion is indicated, cement grout shall consist of one-part Portland Cement to three parts sand. Water amount shall be as required to achieve desired consistency without compromising strength

requirements. White Portland Cement shall be mixed with the Portland Cement as required to match color of adjacent concrete.

2. The minimum compressive strength at 28 days shall be 4000 psi.

3. For beds thicker than 1-1/2 inch and/or where free passage of grout will not be obstructed by coarse aggregate, 1-1/2 parts of coarse aggregate having a top size of 3/8 inch should be added. This stipulation does not apply for grout being swept in by a mechanism. These applications shall use a plain cement grout without coarse aggregate regardless of bed thickness.

4. Sand shall conform to the requirements of ASTM C33.

B. Non-Shrink Grout

1. Non-shrink grout shall conform to CRD-C 621 and ASTM C 1107, Grade B or C when tested at a max. fluid consistency of 30 seconds per CDC 611/ASTM C939 at temperature extremes of 45°F and 90°F and an extended working time of 15 minutes. Grout shall have a min. 28-day strength of 7,000 psi. Non-shrink grout shall be, "Euco N-S" by the Euclid Chemical Company, "Sikagrout 212" by Sika Corporation, “Conspec 100 Non-Shrink Non-Metallic Grout” by Conspec, “MasterFlow 928” by BASF Corporation.

C. Epoxy Grout

1. Epoxy grout shall be "Sikadur 32 Hi-Mod" by Sika Corporation, "Duralcrete LV" by Tamms Industries, or "Euco #452 Series" by Euclid Chemical, “MasterEmaco ADH 1090 RS” by BASF Corporation.

2. Epoxy grout shall be modified as required for each application with aggregate per manufacturer's instructions.

D. Epoxy Base Plate Grout

1. Epoxy base plate grout shall be “Sikadur 42, Grout-Pak” by Sika Corporation, or “MasterFlow 648” by BASF Corporation.

2.09 CONCRETE DESIGN REQUIREMENTS

A. The proportions of cement, aggregates, admixtures and water used in the concrete mixes shall be based on the results of field experience or preferably laboratory trial mixes in conformance with Section 5.3. "Proportioning on the Basis of Field Experience and/or Trial Mixtures" of ACI 318 and ACI 350. When trial mixes are used they shall also conform to Article 3.01 of this Section of the Specifications. If field experience records are used, concrete strength results shall be from concrete mixed with all of the ingredients proposed for use on job used in similar proportions to mix proposed for use on job. Contractor shall submit verification confirming this stipulation has been followed.

Field experience records and/or trial mix data used as the basis for the proposed concrete mix design shall be submitted to the Engineer along with the proposed mix.

B. The CONTRACTOR is cautioned that the limiting parameters specified below are not design mixes. Additional cement or water reducing agent may be required to achieve workability demanded by the CONTRACTOR's construction methods. The CONTRACTOR is responsible for any costs associated with furnishing concrete with the required workability. Cementitious materials refer to the total combined weight of all cement, fly ash, and slag cement contained in the mix.

1. Compressive Strength (28-Day)

Concrete Class A	4,000 psi (minimum)
Concrete Class B	3,000 psi (minimum)

2. Water/cementitious materials ratio, by weight

	Maximum	**Minimum**
Concrete Class A	0.45	0.39
Concrete Class B	0.50	0.39

3. Slump range

a. 4" nominal unless high range water reducing admixture is used

b. 8” max if high range water reducing admixture is used.

4. Air Content

Concrete Class A	6% ±1.5%
Concrete Class B	3% Max (non air-entrained)

PART 3 – EXECUTION

3.01 GENERAL FORMWORK REQUIREMENTS

A. Forms to confine the concrete and shape it to the required lines shall be used wherever necessary. The CONTRACTOR shall assume full responsibility for the adequate design of all forms, and any forms which are unsafe or inadequate in any respect shall promptly be removed and replaced at the CONTRACTOR's expense. All design, construction, maintenance, preparation, and removal of forms shall be in accordance with the FBC, ACI 347 and the requirements specified herein.

B. All forms shall be true in every respect to the required shape and size, shall conform to the established alignment and grade, and shall be of sufficient strength and rigidity to maintain their position and shape under the loads and operations incident to placing and vibrating the concrete.

3.02 FORMWORK CONSTRUCTION

A. Vertical Surfaces: All vertical surfaces of concrete members shall be formed, except where placement of the concrete against the ground is called for by the ENGINEER.

B. Construction Joints: Concrete construction joints will not be permitted at locations other than those shown or specified, except as may be acceptable to the ENGINEER. When a second lift is placed on hardened concrete, special precautions shall be taken in the way of the number, location, and tightening of ties at the top of the old lift and bottom of the new to prevent any unsatisfactory effect whatsoever on the concrete.

C. Form Ties: Wire ties for holding forms will not be permitted. No form-tying device or part thereof, other than metal, shall be left embedded in the concrete. Ties shall not be removed in such manner as to leave a hole extending through the interior of the concrete members. The use of snap-ties which cause spilling of the concrete upon form stripping or tie removal will not be permitted. If steel panel forms are used, rubber grommets shall be provided where the ties pass through the form in order to prevent loss of cement paste. Where metal rods extending through the concrete are used to support or to strengthen forms, the rods shall remain embedded and shall terminate not less than 1 inch back from the formed face or faces of the concrete.

3.03 REUSE OF FORMS

A. Forms may be reused only if in good condition and only if acceptable to the ENGINEER. Light sanding between uses will be required wherever necessary to obtain uniform surface texture on all exposed concrete surfaces. Exposed concrete surfaces are defined as surfaces which are permanently exposed to view.

3.04 REMOVAL OF FORMS

A. Careful procedures for the removal of forms shall be strictly followed, and this work shall be done with care so as to avoid injury to the concrete. No heavy loading on green concrete will be permitted. Members which must support their own weight shall not have their forms removed until they have attained at least 75 percent of the 28-day strength of the concrete as specified herein. Forms for all vertical walls and columns shall remain in place at least 2 days after the concrete has been placed. Forms for all parts of the Work not specifically mentioned herein shall remain in place for periods of time as determined by the ENGINEER.

3.05 FABRICATION OF REINFORCING STEEL

A. Reinforcing steel shall be accurately formed to the dimensions and shapes shown on the Drawings, and the fabricating details shall be prepared in accordance with ACI 315 and ACI 318, except as modified by the Drawings.

B. Bending or Straightening: Reinforcement shall not be straightened or rebent in a manner which will injure the material. Bars with kinks or bends not shown shall not be used. All bars shall be bent cold, unless otherwise permitted by the ENGINEER. No bars partially embedded in concrete shall be field-bent except as shown or specifically permitted by the ENGINEER.

3.06 PLACING REINFORCING STEEL

A. Reinforcing steel shall be accurately positioned as shown on the Drawings, and shall be supported and wired together to prevent displacement, using annealed iron wire ties or suitable clips at intersections. All reinforcing steel shall be supported by concrete, plastic or metal supports, spacers or metal hangers which are strong and rigid enough to prevent any displacement of the reinforcing steel. Where concrete is to be placed on the ground, supporting concrete blocks (or dobies) shall be used, in sufficient numbers to support the bars without settlement, but in no case shall such support be continuous. All concrete blocks used to support reinforcing steel shall be tied to the steel with wire ties which are embedded in the blocks. For concrete over formwork, the CONTRACTOR shall furnish concrete, metal, plastic, or other acceptable bar chairs and spacers.

B. The portions of all accessories in contact with the formwork shall be made of concrete, plastic, or steel coated with a 1/8 inch minimum thickness of plastic which extends at least 1/2 inch from the concrete surface. Plastic shall be gray in color.

C. Tie wires shall be bent away from the forms in order to provide the specified concrete coverage.

D. Bars additional to those shown which may be found necessary or desirable by the CONTRACTOR for the purpose of securing reinforcement in position shall be provided by the CONTRACTOR at its own expense.

E. Reinforcement placing tolerances shall be within the limits specified in ACI 318, unless otherwise directed by the ENGINEER.

F. Welded wire fabric reinforcement placed over horizontal forms shall be supported on slab bolsters having gray, plastic-coated standard type legs as specified herein. Slab bolsters shall be spaced not less than 30 inches on centers, shall extend continuously across the entire width of the reinforcing mat, and shall support the reinforcing mat in the plane shown.

G. Welded wire fabric placed over the ground shall be supported on wired concrete blocks

(dobies) spaced not more than 3 feet on centers in any direction. The construction practice of placing welded wire fabric on the ground and hooking into place in the freshly placed concrete shall not be used.

3.07 SPLICING

A. Reinforcement bar splices shall only be used at locations shown. When it is necessary to splice reinforcement at points other than where shown, the character of the splice shall be as acceptable to the ENGINEER.

B. Lap length for reinforcement bars shall be in a Class B Splice in accordance with ACI 318, unless otherwise shown. Laps of welded wire fabric shall be in accordance with the ACI 318.

3.08 CLEANING AND PROTECTION OF REINFORCING STEEL

A. Reinforcing steel shall at all times be protected from conditions conducive to corrosion until concrete is placed around it.

B. The surfaces of all reinforcing steel and other metalwork to be in contact with concrete shall be thoroughly cleaned of all dirt, grease, loose scale and rust, grout, mortar, and other foreign substances immediately before the concrete is placed. Where there is a delay in depositing concrete, reinforcing shall be reinspected and, if necessary, recleaned.

3.09 PREPARATION OF SURFACES FOR CONCRETING

A. General: No concrete shall be placed until the reinforcement steel and formwork have been erected in a manner acceptable to the ENGINEER. The CONTRACTOR shall notify the ENGINEER not less than two working days prior to concrete placement, allowing for inspection and any corrective measures which are required. Earth surfaces shall be thoroughly wetted by sprinkling, prior to the placing of any concrete, and these surfaces shall be kept moist by frequent sprinkling up to the time of placing concrete thereon. The surface shall be free from standing water, mud, and debris at the time of placing concrete.

B. Joints in Concrete: Concrete surfaces upon or against which concrete is to be placed, where the placement of the old concrete has been stopped or interrupted so that, as determined by the ENGINEER, the new concrete cannot be incorporated integrally with that previously placed, are defined as construction joints. The surfaces of horizontal joints shall be given a compacted, roughened surface for good bond. Except where the Drawings call for joint surfaces to be coated, the joint surfaces shall be cleaned of all laitance, loose or defective concrete, and foreign material. Such cleaning shall be accomplished by sandblasting, followed by thorough washing. All pools of water shall be removed form the surface of construction joints before the new concrete is placed.

C. Existing concrete surfaces upon or against which concrete is to be placed shall be given a roughened surface for good bond. Joint surfaces shall be cleaned of all laitance, loose or defective concrete, and foreign material. Such cleaning shall be accomplished by hydroblasting. All pools of water shall be removed from the surface of construction joints before the new concrete is placed.

D. Placing Interruptions: When placing of concrete is to be interrupted long enough for the concrete to take a set, the working face shall be given a shape by the use of forms or other means that will secure proper union with subsequent work, provided that construction joints shall be made only where acceptable to the ENGINEER.

E. Embedded Items: No concrete shall be placed until all formwork, installation of parts to - be embedded, reinforcement steel, and preparation of surfaces involved in the placing have been completed and accepted by the ENGINEER at least 4 hours before placement of concrete. All surfaces of forms and embedded items that have become encrusted with dried grout from concrete previously placed shall be cleaned of all such grout before the surrounding or adjacent concrete is placed.

F. All reinforcement, anchor bolts, sleeves, inserts, and similar items shall be set and secured in the forms where shown on the Drawings or by shop drawings and shall be acceptable to the ENGINEER before any concrete is placed. Accuracy of placement is the responsibility of the CONTRACTOR.

G. Casting Against Old Concrete: Where concrete is to be cast against old concrete (any concrete which is greater than 60 days of age), the surface of the old concrete shall be thoroughly cleaned and roughened by hydro-blasting (exposing aggregate) prior to the application of an epoxy bonding agent. Application shall be according to the bonding agent manufacturer's instructions and recommendations.

H. No concrete shall be placed in any structure until all water entering the space to be filled with concrete has been properly cut off or has been diverted by pipes, or other means, and carried out of the forms, clear of the work. No concrete shall be deposited under water nor shall the CONTRACTOR allow still water to rise on any concrete until the concrete has attained its initial set. Water shall not be permitted to flow over the surface of any concrete in such manner and at such velocity as will injure the surface finish of the concrete. Pumping or other necessary dewatering operations for removing ground water, if required, will be subject to the review of the ENGINEER.

I. Openings for pipes, inserts for pipe hangers and brackets, and the setting of anchors shall, where practicable, be provided for during the placing of concrete.

J. Corrosion Protection: Pipe, conduit, dowels, and other ferrous items required to be embedded in concrete construction shall be so positioned and supported prior to placement of concrete that there will be a minimum of 2 inches clearance between said items, and any part of the concrete reinforcement will not be permitted.

K. Cleaning: The surfaces of all metalwork to be in contact with concrete shall be thoroughly cleaned of all dirt, grease, loose scale and rust, grout, mortar, and other foreign substances immediately before the concrete is placed.

3.10 MIXING, HANDLING, TRANSPORTING, AND PLACING

A. General: Placing of concrete shall conform to the applicable requirements of Chapter 8 of ACI 301 and the requirements of this Section.

B. Mixing: Mixing of concrete shall conform to the requirements of Chapter 7 of ACI 301.

C. Retempering: Retempering of concrete or mortar which has partially hardened will not be permitted.

D. Non-Conforming Work or Materials: Concrete which upon or before placing is found not to conform to the requirements specified herein shall be rejected and immediately removed from the Work. Concrete which is not placed in accordance with these Specifications, or which is of inferior quality, shall be removed and replaced by and at the expense of the CONTRACTOR.

E. Unauthorized Placement: No concrete shall be placed except in the presence of duly authorized representative of the OWNER. The CONTRACTOR shall notify the ENGINEER in writing at least 24 hours in advance of placement of any concrete.

F. Placement in Slabs: Concrete placed in sloping slabs shall proceed uniformly from the bottom of the slab to the top, for the full width of the pour. As the work progresses, the concrete shall be vibrated and carefully worked around the slab reinforcement, and the surface of the slab shall be screened in an up-slope direction.

G. Placement in Wall Forms: Concrete shall not be dropped through reinforcement steel or into any deep form, whether reinforcement is present or not, causing separation of the coarse aggregate from the mortar on account of repeatedly hitting rods or the sides of the form as it falls, nor shall concrete be placed in any form in such a manner as to leave accumulation of mortar on the form surfaces above the placed concrete. In such cases, some means such as the use of hoppers and, if necessary, vertical ducts of canvas, rubber, or metal shall be used for placing concrete in the forms in a manner that it may reach the place of final deposit without separation. In no case shall the free fall of concrete exceed 4 feet below the ends of ducts, chutes, or buggies. Concrete shall be uniformly distributed during the process of depositing, and in no case after depositing shall any portion be displaced in the forms more than 6 feet in horizontal direction. Concrete in forms shall be deposited in uniform horizontal layers not deeper than 2 feet; and care shall be taken to avoid inclined layers or inclined construction joints where such are required for sloping members. Each layer shall be placed while the previous layer is still soft. The rate of placing concrete in forms shall not exceed 5 feet of vertical rise per hour.

H. The surface of the concrete -shall be level whenever a run of concrete is stopped. To insure a level, straight joint on the exposed surface of walls, a wood strip at least 3/4 inch thick shall be tacked to the forms on these surfaces. The concrete shall be carded about 1/2 inch above the underside of the strip. About one hour after the concrete is placed, the strip shall be removed and any irregularities in the edge formed by the strip shall be leveled with a trowel and all laitance shall be removed.

I. Conveyor Belts and Chutes: All end of chutes, hopper gates and all other points of concrete discharge throughout the CONTRACTOR's conveying, hoisting and placing system shall be so designed and arranged that concrete passing from them will not fall separated into whatever receptacle immediately receives it. Conveyor belts, if used, shall be of a type acceptable to the ENGINEER. Chutes longer than 50 feet will not be permitted. Minimum slopes of chutes shall be such that concrete of the specified consistency will readily flow in them. If a conveyor belt is used, it shall be wiped clean by a device operated in such a manner that none of the mortar adhering to the belt will be wasted. All conveyor belts and chutes shall be covered. Sufficient illumination shall be provided in the interior of all forms so that the concrete, at the places of deposit, is visible from the deck or runway.

J. Temperature of Concrete: The temperature of concrete, when it is being placed, shall not be more than 90 degrees F nor less than 40 degrees F in moderate weather, and not less than 50 degrees F in whether during which the mean daily temperature drops below 40 degrees F. Concrete ingredients shall not be heated to a temperature higher than that necessarily to keep the temperature of the mixed concrete, as placed, from falling below the specified minimum temperature. If concrete is placed when the weather is such that the temperature of the concrete would exceed 90 degrees F, the CONTRACTOR shall employ effective means, such as precooling of aggregates and mixing water using ice or placing at night, as necessary to maintain the temperature of the concrete, as it is placed, below 90 degrees F. The CONTRACTOR shall be entitled to no additional compensation on account of the foregoing requirements.

3.11 PUMPING OF CONCRETE

A. If the pumped concrete does not produce satisfactory end results, the CONTRACTOR shall discontinue the pumping operation and proceed with the placing of concrete using conventional methods.

B. The minimum diameter of the hose (conduits) shall be 4 inches.

C. Minimum compressive strength, cement content, and maximum size of aggregates shall be as specified herein. Gradation of coarse aggregates shall conform to ASTM C 33 and shall be as close to the middle range as possible. Gradation of fine aggregate shall conform to ASTM C 33, with 15 to 30 percent passing the number 50 screen and 5 to 1 0 percent passing the number 1 00 screen. The fineness modulus of sand shall not be over 3.00.

3.12 TAMPING AND VIBRATING

A. As concrete is placed in the forms or in excavations, it shall be thoroughly settled and compacted, throughout the entire depth of the layer which is being consolidated, into a dense homogeneous mass, filling all comers and angles, thoroughly embedding the reinforcement, eliminating rock pockets, and bringing only a slight excess of water to the exposed surface of concrete during placement. Vibrators shall be high speed power vibrators (8,000 or 10,000 rpm) of an immersion type in sufficient number and with (at least one) standby units as required.

B. Concrete in walls shall be internally vibrated and at the same time rammed, stirred, or worked with suitable appliances, tamping bars, shovels, or forked tools until it completely fills the forms or excavations and closes snugly against all surfaces. Subsequent layers of concrete shall not be placed until the layers previously placed have been worked thoroughly as specified. Vibrators shall be provided in sufficient numbers, with standby units as required, to accomplish the results herein specified with 15 minutes after concrete of the prescribed consistency is placed in the forms. The vibrating head shall be kept from contact with the surfaces of the forms. Care shall be taken not to vibrate concrete excessively or to work it in any manner that causes segregation of its constituents.

3.13 FINISHING CONCRETE SURFACES

A. General: Surfaces shall be free from fins, bulges, ridges, offsets, honeycombing, or roughness of any kind, and shall present a finished, smooth, continuous hard surface. Allowable deviations from plumb or level and from the aligranent, profiles, and dimensions shown on the Drawings are defined as tolerances and are specified herein. These tolerances are to be distinguished from irregularities in finish as described herein. Aluminum finishing tools shall not be used.

B. Formed Surfaces: After removal of forms, the finishes described below shall be applied in accordance with Article 3.13, D. Unless the finish schedule specifies otherwise, all surfaces shall receive at least a Type I finish. The ENGINEER shall be the sole judge of acceptability of all concrete finish work.

1. Type I - Rough: All fins, burrs and other projections left by the forms shall be removed. All holes left by removal of ends of ties, and all other holes, depressions, or voids shall be filled solid with cement grout after first being thoroughly wetted. Honeycombs shall be chipped back to solid concrete as directed, prior to patching with cement grout. Holes shall be filled with a small tool that will permit packing the hole solidly with cement grout. Cement grout shall consist of one part cement to three parts sand, and the amount of mixing water shall be as little as consistent with the requirements of handling and placing. Color of cement grout shall match the adjacent wall surface. At locations where concrete coatings are specified to be applied, epoxy based patch material or filler surfaces compatible with the coating

shall be used in lieu of cement grout specified herein. Concrete finish shall be in strict conformance to the coating / paint manufacturer's recommendations.

2. Type II - Grout Cleaned: Where this finish is required, it shall be applied after completion of Type I finish. After the concrete has been predampened, slurry consisting of one part cement (including an appropriate quantity of white cement in order to produce a color matching the surrounding concrete) and 1-1/2 parts sand passing the No. 16 sieve, by damp loose volume, shall be spread over the surface with clean burlap pads or sponge rubber floats. Any surplus shall be removed by scraping and then rubbing with clean burlap. The finish shall be kept damp for at least 36 hours after application.

3. Type III - Smooth Rubbed: Where this finish is required, it shall be applied after the completion of the Type I finish. No rubbing shall be done before the concrete is thoroughly hardened and the mortar used for patching is firmly set. A smooth, uniform surface shall be obtained by wetting the surface and rubbing it with a carborundum stone to eliminate irregularities. Unless the nature of the irregularities requires it, the general surface of the concrete shall not be cut into. Corners and edges shall be slightly rounded by the use of the carborundum stone. Brush finishing or painting with grout or neat cement will not be permitted.

C. Unformed Surfaces: The finishes described below shall be applied to unformed surfaces such as floors, slabs, flow channels and top of walls in accordance with Article 3.05 - Concrete Finish Schedule. The ENGINEER shall be the sole judge of acceptability of all such finish work.

1. Type "A" - Screeded: This finish shall be obtained by placing screeds at frequent intervals and striking off to the surface elevation required. When a Type "F" finish is subsequently to be applied, the surface of the screeded concrete shall be roughened with a concrete rake to ½" minimum deep grooves prior to final set.

2. Type "B" - Wood Floated: This finish shall be obtained after completion of a Type "A" finish by working a previously screeded surface with a wood float until the desired texture is reached. Floating shall begin when the water sheen has disappeared and when the concrete has sufficiently hardened so that a person's foot leaves only a slight imprint. If wet spots occur, water shall be removed with a squeegee. Care shall be taken to prevent the formation of laitance and excess water on the finished surface. The finished surface shall be true, even, and free from blemishes and other irregularities.

3. Type "C" - Cork Floated: This finish shall be similar to Type "B" but slightly smoother than that obtained with a wood float. It shall be obtained by power or band floating with cork floats.

4. Type "D" - Steel Troweled: This finish shall be obtained after completion of a Type "B" finish. When the concrete has hardened sufficiently to prevent excess fine

material from working to the surface, the surface shall be compacted and smoothed with not less than two thorough and complete steel troweling operations. In areas, which are to receive a floor covering such as tile, resilient flooring, or carpeting, only one troweling operation is required. The finish shall be brought to a smooth, dense surface, free from defects and blemishes.

5. Type "E" - Broom or Belt: This finish shall provide the surface with a transverse scored texture by drawing a broom or burlap belt across the surface immediately after completion of a Type "B" finish.

6. Type "F" - Swept in Grout Topping: This finish shall be applied after a completion of a Type "A" finish. The concrete surface shall be properly cleaned, washed, and coated with a mixture of water and Portland Cement. Cement grout in accordance with Section 03315 shall then be plowed and swept into neat conformance with the blades or arms of the apparatus by turning or rotating the previously positioned mechanical equipment. Special attention shall be paid to true grades, shapes and tolerances as specified by the manufacturer of the equipment. Before beginning this finish, the CONTRACTOR shall notify the ENGINEER and the equipment manufacturer of the details of the operation and obtain approval and recommendations of the equipment manufacturer.

7. Type "G" - Hardened Finish: Either a liquid hardened finish or an aggregate hardened finish shall be provided at the CONTRACTOR's option.

   a. Liquid hardened finish shall be provided by application of a liquid floor hardener. Floors to receive this finish shall have previously received a Type "D" finish. Liquid hardener shall be applied between 30 to 60 days after concrete placement. Surface to be treated shall be dry, clean and free of all loose dust, dirt, oil, wax, sealers and curing compounds. Application procedure shall be in accordance with manufacturer's instructions and shall consist of a three-coat treatment.

   b. Aggregate hardened finish shall be provided by applying an aggregate floor hardener concurrently with the application of a Type "D" finish. Application procedure shall be in accordance with manufacturer's instructions.

8. Type "H" - Non-Slip Finish: This finish shall be provided by applying a non-slip shake-on aggregate concurrently with the application of a Type "D" finish. Application procedure shall be in accordance with manufacturer's instructions.

9. Type "J" - Raked Finish: This finish shall be provided by raking the surface as soon as the condition of the concrete permits by making depressions of +/-1/4-inch.

D. CONCRETE FINISH SCHEDULE

Item	Type of Finish
Exterior concrete walls below grade	I
Exterior exposed concrete walls and columns (including top of wall) to one foot below grade. All other exposed concrete surfaces not specified elsewhere	II
All interior exposed concrete vertical surfaces in buildings	III
Interior exposed ceiling, including beams	III
Slabs to receive roofing material or waterproof membranes	B
All interior finish floors of buildings and structures and walking surfaces which will be continuously or intermittently wet	C
All interior finish floors of buildings and structures which are not continuously or intermittently wet	D
Floors to receive tile, resilient flooring, or carpeting	D
Exterior concrete sidewalks, steps, ramps, decks, slabs on grade and landings exposed to weather	E
Precast concrete form panels, hollow core planks, double tees	J

3.14 CURING AND DAMPPROOFING

A. All concrete shall be cured for not less than 14 days after placing, in accordance with the methods specified herein for the different parts of the work, and described in detail in the following paragraphs.

FINISH SCHEDULE

Surface to be Cured or Dampproofed	Method
Unstripped forms	1
Construction joints between footings and walls, and between floor slab and columns	2
Encasement concrete and thrust blocks	3
All concrete surfaces not specifically provided for elsewhere in this Paragraph	4

B. Method 1: Wooden forms shall be wetted immediately after concrete has been placed and shall be kept wet with water until removed. If steel forms are used, the exposed concrete surfaces shall be kept continuously wet until the forms are removed. If forms are removed within 14 days of placing the concrete, curing shall be continued in accordance with Method 4.

C. Method 2: The surface shall be covered With burlap mats which shall be kept wet with water for the duration of the curing period, until the concrete in the walls has been

placed. No curing compound shall be applied to surfaces cured under Method 2.

D. Method 3: The surface shall be covered with moist earth not less than 4 hours, nor more than 24 hours, after the concrete is placed. Earthwork operations that may damage the concrete shall not begin until at least 7 days after placement of concrete.

E. Method 4: The surface shall be sprayed with a liquid curing compound. It shall be applied in accordance with the manufacturers printed instructions at a maximum coverage rate of 200 square feet per gallon and in such a manner as to cover the surface with a uniform film which will seal thoroughly.

F. Care shall be exercised to avoid damage to the seal during the curing period. Should the seal be damaged or broken before the expiration of the curing period, the break shall be repaired immediately by the application of additional curing compound over the damaged portion.

G. Wherever curing compound may have been applied by mistake to faces against which concrete subsequently is to be placed and to which it is to adhere, said compound shall be entirely removed by hydroblasting just prior to the placing of new concrete.

H. Curing compound shall be applied as soon as the concrete has hardened enough to prevent marring on uniformed surfaces, and within 2 hours after removal of forms from contact with formed surfaces. Repairs required to be made to formed surfaces shall be made within the said 2-hour period; provided, however, that any such repairs which cannot be made within the said 2-hour period shall be delayed until after the curing compound has been applied. When repairs are to be made to an area on which curing compound has been applied, the area involved shall first be wet-sand blasted to remove the curing compound, following which repairs shall be made as provided herein.

3.15 PROTECTION

A. The CONTRACTOR shall protect all concrete against injury until final acceptance by the ENGINEER. Fresh concrete shall be protected from damage due to rain. The CONTRACTOR shall provide such protection while the concrete is still plastic and whenever such precipitation is imminent or occurring.

3.16 TREATMENT OF SURFACE DEFECTS

A. As soon as forms are removed, all exposed surfaces shall be carefully examined and any irregularities shall be immediately rubbed or ground in a satisfactory manner in order to secure a smooth, uniform, and continuous surface. Plastering or coating of surfaces to secure a smooth, uniform, and continuous surface. Plastering or coating of surfaces to be smoothed will not be permitted. No repairs shall be made until after inspection by the ENGINEER. In no case will extensive patching of honeycombed concrete be permitted. Concrete containing minor voids, holes, honeycombing, or similar depression defects shall have them repaired as specified herein. Concrete containing extensive

voids, holes, honeycombing, or similar depression defects, shall be completely removed and replaced. All repairs and replacements herein specified shall be promptly executed by the CONTRACTOR at its own expense.

B. Defective surfaces to be repaired shall be cut back from trueline a minimum depth of 1/2 inch over the entire area. Feathered edges will not be permitted. Where chipping or cutting tools are not required in order to deepen the area properly, the surface shall be prepared for bonding by the removal of all laitance or soft material, and not less than 1/32 inch depth of the surface film from all hard portions, by means of an efficient sandblast. The material used for repair proposed shall be acceptable to the ENGINEER.

C. Holes left by tie-rod cones shall be reamed with suitable toothed reamers so as to leave the surfaces of the holes clean and rough. These holes then shall be repaired in an approved manner with dry-packed cement grout. Holes left by form-tying devices having a rectangular cross-section, and other imperfections having a depth greater than their least surface dimension, shall not be reamed, but shall be repaired in an approved manner with dry-packed cement grout.

D. All repairs shall be built up and shaped in such a manner that the completed work will conform to the requirements of this Section, using approved methods which will not disturb the bond, cause sagging, or cause horizontal fractures. Surfaces of said repairs shall receive the same kind and amount of curing treatment as required for the concrete in the repaired section.

3.17 CARE AND REPAIR OF CONCRETE

A. The CONTRACTOR shall protect all concrete against injury or damage from excessive heat, lack of moisture, overstress, or any other cause until final acceptance by the OWNER. Particular care shall be taken to prevent the drying of concrete and to avoid roughening or otherwise damaging the surface. Any concrete found to be damaged, or which may have been originally defective, or which becomes defective at any time prior to the final acceptance of the completed work, or which departs from the established line or grade, or which, for any other reason, does not conform to the requirements of the Contract Documents, shall be satisfactorily repaired or removed and replaced with acceptable concrete at the CONTRACTOR's expense. This stipulation includes concrete experiencing cracking due to drying or thermal shrinkage of the concrete. Structural cracks shall be repaired using an epoxy injection system approved by the ENGINEER. Non-structural cracks shall be repaired using a hydrophilic resin pressure injected grout system approved by the ENGINEER, unless other means or repair are deemed necessary and approved by the ENGINEER.

3.18 GROUT INSTALLATION

A. All surface preparation, curing, and protection of cement grout shall be as specified herein. The finish of the grout surface shall match that of the adjacent concrete.

B. The CONTRACTOR through the manufacturer of non-shrink grout, epoxy grout, and epoxy base plate grout shall provide on-site technical assistance upon request, at no additional cost to the OWNER.

C. All mixing, surface preparation, handling, placing, consolidation, and other means of execution for prepackaged grouts shall be done according to the instructions and recommendations of the manufacturer.

D. Grout shall be placed in such a manner, for the consistency necessary for each application, so as to assure that the space to be grouted is completely filled.

END OF SECTION

SECTION 03 30 05
CONCRETE AND GROUT

PART 1 – GENERAL

1.01 THE REQUIREMENT

A. The CONTRACTOR shall furnish all labor, equipment, materials and services necessary for the manufacture, transportation and placement of all plain and reinforced concrete work, as shown on the Drawings or as ordered by the ENGINEER, all in accordance with the Contract Documents.

B. The following types of concrete shall be covered in this Section:

1. Structural Concrete (Class A): Concrete to be used in all cases except where noted otherwise in the Contract Documents.

2. Sitework Concrete (Class B): Concrete to be used for curbs, gutters, catch basins, sidewalks, fence and guard post embedment, underground duct bank encasement and all other concrete appurtenant to electrical facilities unless otherwise shown or noted on the Drawings.

C. The following types of grout are covered in this Section:

1. Cement Grout: This type of grout shall be used for grout toppings and for patching of fresh concrete.

2. Non-Shrink Grout: Non-shrink grout shall be used for grouting beneath base plates of structural metal framing.

3. Epoxy Grout: This type of grout shall be used for bonding new concrete to hardened concrete.

4. Epoxy Base Plate Grout: This type of grout shall be used for precision seating of base plates including base plates for all equipment such as engines, mixers, pumps, vibratory and heavy machinery, etc.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Codes: Without limiting the generality of other requirements of these specifications, all work specified herein shall conform to or exceed the requirements of the Florida Building Code and the applicable requirements of the following documents to the extent that the provisions of such documents are not in conflict with the requirements of this Section.

B. Commercial Standards:

ACI 214	Recommended Practice for Evaluation of Strength Test Results of Concrete
ACI 301	Specifications for Structural Concrete for Buildings.
ACI 304	Guide for Measuring, Mixing, Transporting, and Placing Concrete
ACI 305	Hot Weather Concreting
ACI 306	Cold Weather Concreting
ACI 309	Guide for Consolidation of Concrete
ACI 315	Manual of Standard Practice for Detailing Reinforced Concrete Structures.
ACI 318	Building Code Requirements of Reinforced Concrete.
ACI 347	Recommended Practice for Concrete Formwork.
ASTM A 185	Specification for Steel Welded Wire, Fabric, Plain, for Concrete Reinforcement.
ASTM A 615	Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
ASTM C 31	Test Methods for Making and Curing Concrete Test Specimens in the Field.
ASTM C 33	Specification for Concrete Aggregates.
ASTM C 39	Test Method for Compressive Strength of Cylindrical Concrete Specimens.
ASTM C 88	Test Method for Soundness of Aggregates by use of Sodium Sulfate or Magnesium Sulfate
ASTM C 94	Specification for Ready-Mixed Concrete.
ASTM C 114	Method for Chemical Analysis of Hydraulic Cement
ASTM C 136	Method for Sieve Analysis of Fine and Coarse Aggregate
ASTM C 143	Test Method for Slump of Portland Cement Concrete.
ASTM C 150	Specification for Portland Cement.
ASTM C156	Test Method for Water Retention by concrete Curing Materials
ASTM C 157	Test Method for length Change of Hardened Cement Mortar and Concrete
ASTM C 172	Standard Practice for Sampling Freshly Mixed Concrete
ASTM C 192	Method of Making and Curing Concrete Test Specimens in the Laboratory
ASTM C 227	Standard Test Method for Potential Alkali Reactivity of Cement Aggregate Combinations (Mortar-Bar Method).
ASTM C231	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C 260	Specification for Air-Entraining Admixtures for Concrete.
ASTM C 289	Standard Test Method for Potential Reactivity of Aggregates (Chemical Method)
ASTM C 309	Specification for Liquid Membrane-Forming Compounds for Curing Concrete.

ASTM C 494	Specification for Chemical Admixtures for Concrete.
ASTM C 579	Test Methods for Compressive Strength of Chemical Resistant Mortars and Monolithic Surfacings.
ASTM C 595	Standard Specification for Blended Hydraulic Cements
ASTM C 618	Standard Specification for Fly Ash and Raw or Calcined Natural Pozzolan for use as a Mineral Admixture in Portland Cement Concrete
ASTM C 827	Test Method for Early Volume Change of Cemetitious Mixtures.
ASTM C 989	Standard Specification for Slag Cement for Use in Concrete and Mortars
ASTM D 1751	Specification for Preformed Expansion Joint Fillers for Paving and Structural Construction (Non-extruding and Resilient Bituminous Types).
CRD C 621	Non-Shrink Grout
CRSI	Manual of Standard Practice.

C. Any procedure, materials or operation specified by reference to the American Society for Testing and Materials (ASTM), the American Concrete Institute (ACI), Building Code or other references shall comply with the requirements of the current and most recent specifications or standards. In conflicts between listed standards and this specification, the more stringent requirements shall govern.

D. The CONTRACTOR is expected to obtain the most recent issue of all standards, recommendations, codes or specifications referred to within this specification.

1.03 SUBMITTALS

A. Concrete Mix Designs: The design mixes to be used shall be prepared by qualified persons and submitted for review. The design of the mix is the responsibility of the CONTRACTOR subject to the limitations of the specifications. Review processing of this submission will be required only as evidence the mix has been designed by qualified persons and that the minimum requirements of the specifications have been met. Such review will in no way alter the responsibility of the CONTRACTOR to furnish concrete meeting the requirements of the specifications. If in the progress of the work the sources of materials change in characteristics or the CONTRACTOR requests a new source in writing, the CONTRACTOR shall, at his expense submit new test data and information for the establishment of a new design mix. Submit mix designs for all classes of concrete to be used under this Contract. Mix design submittals shall include the following:

1. Sources of all materials and certifications of compliance with specifications for all sources of each material.

2. Certified current (less than one year old) chemical analysis of Portland Cement or Blended Cement to be used.

3. Certified current (less than one year old) chemical analysis of fly ash or slag cement to be used.

4. Aggregate test results showing compliance with required standards, i.e. sieve analysis, aggregate soundness tests, etc.

5. Manufacturer's data on all admixtures stating compliance with required standards and are compatible with one another. Written conformance to the above-mentioned requirements and the chloride ion content of the admixture will be required from the admixture manufacturer prior to Mix design review by the ENGINEER.

6. Field experience records and/or trial mix data for the proposed concrete mixes.

B. Grout: The CONTRACTOR shall submit shop drawings for all types of grout for use in this Project. Shop drawings shall include certified test results verifying the compressive strength, shrinkage, and expansion requirements specified herein; and manufacturer's literature containing instructions and recommendations on the mixing, handling, placement and appropriate uses for each type of grout used in the work.

C. Accessories: The CONTRACTOR shall submit shop drawings for all types of concrete accessories to be used for this project including, but not limited to, form ties, water stops, joint materials and curing agents.

D. Delivery Tickets: Where ready-mix concrete is used, the CONTRACTOR shall submit delivery tickets at the time of delivery of each load of concrete. Each certificate shall show the State certified equipment used for measuring and the total quantities, by weight, of cement, sand, each class of aggregate, admixtures, and the amounts of water in the aggregate and added at the batching plant as well as the amount of water allowed to be added at the site for the specific design mix. Each certificate shall, in addition, state the mix number, total yield in cubic yards, and the time of day, to the nearest minute, corresponding to when the batch was dispatched, when it left the plant, when it arrived at the job, the time that unloading began, and the time that unloading was finished.

E. Reinforcing Steel: The CONTRACTOR shall submit shop drawings of shop bending diagrams, placing lists, and Drawings of all reinforcing steel prior to fabrication.

1. The CONTRACTOR shall submit detailed placing and shop fabricating drawings, prepared in accordance with ACI 315 and ACI Detailing Manual - (SP66) for all reinforcing steel. These drawings shall be made to such a scale as to clearly show joint locations, openings, the arrangement, spacing and splicing of the bars. Where opening sizes are dependent on equipment selection the CONTRACTOR shall indicate all necessary dimensions to define steel lengths and placing details.

2. Details of the concrete reinforcing steel and concrete inserts shall be submitted by the CONTRACTOR at the earliest possible date after receipt by the CONTRACTOR of the Notice to Proceed. Said details of reinforcing steel for fabrication and erection shall conform to ACI 315 and the requirements specified and shown. The shop bending diagrams shall show the actual lengths of bars, to the nearest inch measured to the intersection of the extensions (tangents for bars of circular cross section) of the outside surface. The shop Drawings shall include bar placement diagrams which clearly indicate the dimensions of each bar splice.

3. Requests to relocate any bars that cause interferences or that cause placing tolerances to be violated.

4. Proposed supports for each type of reinforcing.

5. Certification that all installers of dowel adhesives are certified as Adhesive Anchor Installers in accordance with the ACI-CRSI Anchor Installer Certification Program.

6. International Code Council-Evaluation Services Evaluation Services Report (ICC-ES ESR) for dowel adhesives.

F. Curing: Submit the following:

1. Proposed procedures for protection of concrete under wet weather placement conditions.

2. Proposed normal procedures for protection and curing of concrete.

3. Proposed special procedures for protection and curing of concrete under hot and cold weather conditions.

4. Proposed method of measuring concrete surface temperature changes.

5. Manufacturer's literature and material certification for proposed curing compounds.

1.04 QUALITY ASSURANCE

A. Tests on materials used in the production of concrete shall be as specified in Part 2 – Products.

B. The cost of initial trial mixes and initial laboratory tests to design the mixes including compression tests, sieve analysis, and tests on trial mixes shall be included in the Contract Price.

C. The cost of all laboratory tests on cement, aggregates, and concrete, will be borne by the OWNER. However, the CONTRACTOR shall be charged for the cost of any additional tests and investigation on work performed which does not meet the specifications.

D. Field quality control tests, as specified in Article 1.05, unless otherwise stated, will be performed by a materials testing consultant employed by the Owner. However, the Contractor shall be charged for the cost of any additional tests and investigation on work performed which does not meet the Specifications. Any individual who samples and tests concrete to determine if the concrete is being produced in accordance with this Specification shall be certified as a Concrete Field Testing Technician, Grade I, in accordance with ACI CP-2. Testing laboratory shall conform to requirements of ASTM C-1077.

E. Concrete for testing shall be supplied by the CONTRACTOR at no cost to the OWNER, and the CONTRACTOR shall provide assistance to the ENGINEER in obtaining samples. The CONTRACTOR shall dispose of and clean up all excess material.

F. Construction Tolerances: The CONTRACTOR shall set and maintain concrete forms and perform finishing operations so as to ensure that the completed work is within the tolerances specified herein. Surface defects and irregularities are defined as finishes and are to be distinguished from tolerances. Tolerance is the specified permissible variation from lines, grades, or dimensions shown. Where tolerances are not stated in the Specifications, permissible deviations will be in accordance with ACI 347.

1.05 QUALITY CONTROL

A. Compressive Strength

1. Compression test specimens shall be taken during construction from the first placement of each class of concrete specified herein and at intervals thereafter as selected by the ENGINEER to insure continued compliance with these Specifications. At least one set of test specimens shall be made for each placement, or for each fifty (50) cubic yards of concrete placed, or for each 5000 square feet of surface area for slabs or walls, whichever is greater.

2. Samples of freshly mixed concrete shall be obtained in accordance with ASTM C 172, and compression test specimens for concrete shall be made in accordance with ASTM C 31. Specimens shall consist of at least five 6-inch diameter by 12-inch high cylinders, or eight 4-inch diameter by 8-inch high cylinders. Each cylinder shall be identified by a tag attached to the side of the cylinder.

3. The CONTRACTOR shall provide approved curing boxes for storage of cylinders on site. The insulated curing box shall be of sufficient size and strength to contain all the specimens made in any four consecutive working days and to protect the specimens from falling over, being jarred or otherwise disturbed during the period of initial curing. The box shall be erected, furnished and maintained by the CONTRACTOR. Such box shall be equipped to provide the moisture and to regulate the temperature necessary to maintain the proper curing conditions required by ASTM C31. Such box shall be located in an area free from vibration such as pile driving and traffic of all kinds. No concrete requiring inspection shall

be delivered to the site until such storage curing box has been provided. Specimens shall remain undisturbed in the curing box until ready for delivery to the testing laboratory but not less than sixteen hours.

4. Compression test shall be performed in accordance with ASTM C 39. For 6x12 cylinders, two test cylinders will be tested at 7 days and 2 at 28 days. For 4x8 cylinders, three test cylinders will be tested at 7 days and three at 28 days. The remaining cylinders will be held to verify test results, if needed.

B. Consistency

1. Consistency of the concrete will be checked by the ENGINEER by standard slump cone tests. The CONTRACTOR shall make any necessary adjustments in the mix as the ENGINEER may direct and shall upon written order suspend all placing operations in the event the consistency does not meet the intent of the specifications. No payment shall be made for delays, material or labor costs due to such eventualities.

2. Slump tests shall be made in accordance with ASTM C 143. Slump tests shall be performed as deemed necessary by the ENGINEER and each time compressive strength samples are taken.

C. Air Content

1. Samples of freshly mixed concrete will be tested for entrained air content by the ENGINEER in accordance with ASTM C 231.

2. Air content tests will be performed as deemed necessary by the ENGINEER and each time compressive strength samples are taken.

D. Evaluation and Acceptance of Concrete

1. Evaluation and acceptance of the compressive strength of concrete shall be according to the requirements of ACI 215 and ACI 318, Chapter 5 "Concrete Quality Mixing and Placing", and as specified herein.

2. If any concrete fails to meet these requirements, immediate corrective action shall be taken to increase the compressive strength for all subsequent batches of the type of concrete affected.

3. All concrete which fails to meet the ACI requirements and these specifications is subject to removal and replacement at the cost of the CONTRACTOR. Additional testing may also be required to verify compressive strength of concrete. Additional testing shall involve extraction and testing of concrete cores in accordance with ASTM C 42. ENGINEER shall determine locations where concrete cores shall be taken. Nondestructive test methods shall not be used to verify strength of in-place concrete.

PART 2 – PRODUCTS

2.01 FORMWORK

A. Forms and Falsework:

1. All forms shall be smooth surface forms unless otherwise specified.

2. Wood materials for concrete forms and falsework shall be new material and shall conform to the following requirements:

   a. Lumber for bracing, shoring, or supporting forms shall be Douglas Fir or Southern Pine, construction grade or better, in conformance with U.S. Product Standard PS20. All lumber used for forms, shoring or bracing shall be new material.

   b. Plywood for concrete formwork shall be new, waterproof, synthetic resin bonded, exterior type Douglas Fir or Southern Pine high density overlaid (HDO) plywood manufactured especially for concrete formwork and shall conform to the requirements of PS1 for Concrete Forms, Class I, and shall be edge sealed. Thickness shall be as required to support concrete at the rate it is placed, but not less than 5/8-inch thick.

3. Other form materials such as metal, fiberglass, or other acceptable material that will not adversely affect the concrete and will facilitate placement of concrete to the shape, form, line and grade indicated may be submitted to the Engineer for approval, but only materials that will produce a smooth form finish equal or better than the wood materials specified will be considered.

B. Formwork Accessories:

1. Unless otherwise shown, exterior corners in concrete members shall be provided with ¾-inch chamfers. Re-entrant corners in concrete members shall not have fillets unless otherwise shown.

2. Form ties shall be provided with a plastic cone or other suitable means for forming a conical hole to insure that the form tie may be broken off back of the face of the concrete. The maximum diameter of removable cones for rod ties, or of other removable form-tie fasteners having a circular cross-section, shall not exceed 1-1/2 inches; and all such fasteners shall be such as to leave holes of regular shape for reaming.

3. Form release agent shall be a blend of natural and synthetic chemicals that employs a chemical reaction to provide quick, easy and clean release of concrete from forms. It shall not stain the concrete and shall leave the concrete with a paintable surface. Formulation of the form release agent shall be such that it would minimize formation of "Bug Holes" in cast-in-place concrete.

2.02 CONCRETE MATERIALS

A. Materials shall be delivered, stored, and handled so as to prevent damage by water or breakage. Only one brand of cement shall be used. Cement reclaimed from cleaning bags or leaking containers shall not be used. All cement shall be used in the sequence of receipt of shipments.

B. All materials furnished for the work shall comply with the requirements of ACI 301, as applicable.

C. Storage of materials shall conform to the requirements of ACI 301.

D. Hydraulic Cement: Different types of cement shall not be mixed nor shall they be used alternately except when authorized in writing by the Engineer. Different brands of cement or the same brand from different mills may be used alternately. A resubmittal will be required if different cements are proposed during the Project. Cement shall be stored in a suitable weather-tight building so as to prevent deterioration or contamination. Cement which has become caked, partially hydrated, or otherwise damaged will be rejected.

1. Portland Cement

    a. Portland Cement shall be Type II conforming to ASTM C 150.

    b. For concrete mixed with only Portland Cement, the total alkalies in the cement (calculated as the percentage of NA2O plus 0.658 times the percentage of K2O) shall not exceed 0.40%

    c. For concrete mixed with Portland Cement and an appropriate amount of fly ash or slag cement the total alkalies in the Portland Cement (calculated as the percentage of NA2O plus 0.658 times the percentage of K2O) shall not exceed 0.85%.

2. Blended Cement

    a. Blended cements shall be Type IP (Portland Fly Ash Cement) or Type IS (Portland Slag Cement) conforming to ASTM C 595.

    b. Type IP cement shall be an interground blend of Portland Cement and fly ash in which the fly ash constituent is between 15% and 25% of the weight of the total blend.

    c. Type IS cement shall be an interground blend of Portland Cement and slag cement in which the slag constituent is between 35% and 50% of the weight of the total blend.

d. Fly ash and slag cement used in the production of blended cements shall meet the requirements of Articles 2.02 E and 2.02 F, respectively.

E. Fly Ash

1. Fly ash shall meet the requirements of ASTM C 618 for Class F, except that the loss on ignition shall not exceed 4%. Fly ash shall also meet the optional physical requirements for uniformity as shown in Table 3 of ASTM C 618.

2. For fly ash to be used in the production of type IP cement, the Pozzolan Activity Index shall be greater than 75% as specified in Table 3 of ASTM C 595.

3. When fly ash is used, the fly ash constituent shall be between 15% and 25% of the total weight of the combined Portland Cement and fly ash.

F. Slag Cement

1. Slag cement shall meet the requirements of ASTM C 989 including tests for effectiveness of slag in preventing excessive expansion due to alkali-aggregate reactivity as described in Appendix X-3 of ASTM C 989.

2. When slag cement is used in concrete mix, the slag cement constituent shall be between 35% and 40% of the total weight of the combined Portland Cement and slag.

3. Additional slag cement shall not be included in concrete mixed with type IS or IP cement.

G. Water

1. Water shall be potable, clean, and free from objectionable quantities of silty organic matter, alkali, salts and other impurities. The water shall be considered potable, for the purposes of this Section only, if it meets the requirements of the local governmental agencies. Agricultural water with high total dissolved solids (over 1000 mg/1 TDS) shall not be used.

2. Water shall not contain more than 100 PPM chloride.

3. Water shall not contain more than 500 PPM dissolved solids.

4. Water shall have a pH in the range of 4.5 to 8.5.

5. Water shall meet requirements of ASTM C 1602.

H. Aggregates

1. Aggregates shall be obtained from pits acceptable to the ENGINEER, shall be nonreactive, and shall conform to the FBC and ASTM C 33. Lightweight sand for fine aggregate will not be permitted. Maximum size of coarse aggregate shall be as specified herein.

2. Fine Aggregate (Sand) in the various concrete mixes shall consist of natural or manufactured siliceous sand, clean and free from deleterious substances, and graded within the limits of ASTM C 33

3. Coarse aggregates shall consist of hard, clean, durable gravel, crushed gravel or crushed rock. Coarse aggregate shall be size #57 or #67 as graded within the limits given in ASTM C 33 unless otherwise specified.

4. Aggregates shall be tested for gradation by sieve analysis tests in conformance with ASTM C 136.

5. When tested for soundness in accordance with ASTM C 88, the loss resulting after five cycles shall not exceed 10 percent for fine or coarse aggregate when using either magnesium sulfate or sodium sulfate.

6. When tested in accordance with "Potential Reactivity of Aggregates (Chemical Method)" (ASTM C 289), the ratio of silica released to reduction in alkalinity shall not exceed 1.0.

7. When tested in accordance with "Organic Impurities in Sands for Concrete" (ASTM C 40), the fine aggregate shall produce a color in the supernatant liquid no darker than the reference standard color solution.

8. When tested in accordance with "Resistance to Abrasion of Small size Coarse Aggregate by Use of the Los Angeles Machine" (ASTM C 131), the coarse aggregate shall show a loss not exceeding 42 percent after 500 revolutions, or 10.5 percent after 100 revolutions.

9. Contractor shall submit a new trial mix to the Engineer for approval whenever a different aggregate or gradation is proposed

I. Admixtures

1. Air-entraining Admixture shall be added to all concrete unless noted otherwise. Air-entraining admixture meeting the requirements of ASTM C 260 shall be used. The ENGINEER reserves the right, at any time, to sample and test the air-entraining agent received on the job by the CONTRACTOR. The air-entraining agent shall be added to the batch in a portion of the mixing water. The solution shall be batched by means of a mechanical batcher capable of accurate measurement.

2. Water reducing and retarding admixtures shall be required at the ENGINEER's discretion or, if not required, may be added at the CONTRACTOR's option to control the set, effect water reduction, and increase workability. In either case, the addition of an admixture shall be at no additional cost to the OWNER. The use of an admixture shall be subject to acceptance by the ENGINEER. Admixtures permitted shall conform to the requirements of ASTM C 494 (chemical admixtures). Admixtures shall contain no free chloride ions, be non-toxic after 30 days and shall be compatible with and made by the same manufacturer as the air entraining admixture.

2.03 CURING MATERIALS

A. Materials for curing concrete conform to ASTM C 309 Type 1-D, Class B with a minimum solids content of 30% and shall contain a fugitive dye. Curing compound shall be SureCure 30 by Kaufman Products, Inc., CA D.O.T. Acrylic Cure by Symons Corporation, Sealtight CS-309-30 by W. R. Meadows, or approved equal.

B. Polyethylene sheet for use as a concrete curing blanket shall be white and have a nominal thickness of 6 mils.

2.04 JOINT MATERIALS

A. Materials for joints in concrete above grade nonhydraulic structures shall conform to the following requirements:

1. Preformed joint filler shall be a non-extruding, resilient, bituminous type conforming to the requirements of ASTM D 1751.

2. Joint sealer shall be in accordance to Section 07 90 00 – Sealants and Caulking.

2.05 REINFORCING STEEL

A. General: All reinforcing steel for all reinforced concrete construction shall conform to the following requirements:

1. Bar reinforcement shall conform to the requirements of ASTM A 615 for Grade 60 Billet Steel Reinforcement, and shall be manufactured in the United States. All reinforcing steel shall have the manufacturer’s mill marking rolled into the bar which shall indicate the producer, size, type and grade. All reinforcing bars shall be deformed bars. Smooth reinforcing bars shall not be used unless specifically called for on the Drawings

2. Welded wire fabric reinforcement shall conform to the requirements of ASTM A 1064 and the details shown on the Drawings; provided, that welded wire fabric with longitudinal wire of W9.5 size wire shall be either furnished in flat sheets or in rolls with a core diameter of not less than 10 inches; and provided further, that welded

wire fabric with longitudinal wires larger than W9.5 size shall be furnished in flat sheets only. All welded wire fabric reinforcement shall be galvanized.

B. Field welding of reinforcing steel will not be allowed

C. Accessories: Accessories shall include all necessary chairs, slab bolsters, concrete blocks, tie wires, dips, supports, spacers and other devices to position reinforcing during concrete placement. Wire bar supports shall be plastic protected (CRSI Class 1).

D. Concrete blocks (dobies), used to support and position bottom reinforcing steel, shall have the same or higher compressive strength as specified for the concrete in which it is located. Wire ties shall be embedded in concrete block bar supports.

2.06 DOWEL ADHESIVE SYSTEM

A. Where shown on the Drawings, reinforcing bars anchored into hardened concrete with a dowel adhesive system shall use a two-component adhesive mix which shall be injected with a static mixing nozzle following manufacturer's instructions.

B. All holes shall be drilled in accordance with the manufacturer’s instructions except that core drilled holes shall not be permitted unless specifically allowed by the Engineer. Cored holes, if allowed by the manufacturer and approved by the Engineer, shall be roughened in accordance with manufacturer’s requirements.

C. Thoroughly clean drill holes of all debris, drill dust, and water in accordance with manufacturer’s instructions prior to installation of adhesive and reinforcing bar.

D. Degree of hole dampness shall be in strict accordance with manufacturer recommendations. Installation conditions shall be either dry or water-saturated. Water filled or submerged holes shall not be permitted unless specifically approved by the Engineer.

E. Injection of adhesive into the hole shall be performed in a manner to minimize the formation of air pockets in accordance with the manufacturer’s instructions.

F. Embedment Depth:

1. The embedment depth of the bar shall be as show on the Drawings. Although all manufacturers listed below are permitted, the embedment depth shown on the Drawings is based on “SET-XP” by Simpson Strong-Tie Co. If the Contractor submits one of the other named dowel adhesives from the list below, the Engineer shall evaluate the required embedment and the Contractor shall provide the required embedment depth stipulated by the Engineer specific to the approved dowel adhesive.

2. Where the embedment depth is not shown on the Drawings, the embedment depth shall be determined to provide the minimum allowable bond strength equal to the tensile strength of the rebar according to the manufacturer's ICC-ES ESR.

3. The embedment depth shall be determined using the actual concrete compressive strength, a cracked concrete state, maximum long term temperature of 110 degrees F, and maximum short term temperature of 140 degrees F. In no case shall the embedment depth be less than the minimum, or more than the maximum, embedment depths stated in the manufacturer's ICC-ES ESR.

G. Engineer's approval is required for use of this system in locations other than those shown on the Drawings.

H. The adhesive system shall be IBC compliant for use in both cracked and uncracked concrete, must comply with the latest revision of ICC-ES Acceptance Criteria AC308, and shall have a valid ICC-ES report. The adhesive system shall be "Epcon System C6+ Adhesive Anchoring System" as manufactured by ITW Redhead, " HIT-HY 200 Injection Adhesive Anchor System" as manufactured by Hilti, Inc. "SET-XP" as manufactured by Simpson Strong-Tie Co. or "Pure 110+ Epoxy Adhesive Anchor System" by DeWalt. Fast-set epoxy formulations shall not be acceptable.

I. All individuals installing dowel adhesive system shall be certified as an Adhesive Anchor Installer in accordance with the ACI-CRSI Anchor Installation Certification Program.

2.07 READY-MIXED CONCRETE

A. Ready-mixed concrete shall conform to materials, batching, mixing, transporting, and placing as specified herein and in accordance with ASTM C 94.

B. Ready-mixed concrete shall be delivered to the site of the work, and discharge shall be completed within one and one half hour after the addition of the cement to the aggregates or before the drum has been revolved 250 revolutions, whichever is first. In hot weather, or under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 85 degrees F or above, the time between the introduction of the cement to the aggregates and discharge shall not exceed 60 minutes.

2.08 GROUT

A. Cement Grout

1. Cement grout shall be composed of Portland Cement and sand in the proportion specified in the Contract Documents and the minimum amount of water necessary to obtain the desired consistency. If no proportion is indicated, cement grout shall consist of one-part Portland Cement to three parts sand. Water amount shall be as required to achieve desired consistency without compromising strength

requirements. White Portland Cement shall be mixed with the Portland Cement as required to match color of adjacent concrete.

2. The minimum compressive strength at 28 days shall be 4000 psi.

3. For beds thicker than 1-1/2 inch and/or where free passage of grout will not be obstructed by coarse aggregate, 1-1/2 parts of coarse aggregate having a top size of 3/8 inch should be added. This stipulation does not apply for grout being swept in by a mechanism. These applications shall use a plain cement grout without coarse aggregate regardless of bed thickness.

4. Sand shall conform to the requirements of ASTM C33.

B. Non-Shrink Grout

1. Non-shrink grout shall conform to CRD-C 621 and ASTM C 1107, Grade B or C when tested at a max. fluid consistency of 30 seconds per CDC 611/ASTM C939 at temperature extremes of 45°F and 90°F and an extended working time of 15 minutes. Grout shall have a min. 28-day strength of 7,000 psi. Non-shrink grout shall be, "Euco N-S" by the Euclid Chemical Company, "Sikagrout 212" by Sika Corporation, “Conspec 100 Non-Shrink Non-Metallic Grout” by Conspec, “MasterFlow 928” by BASF Corporation.

C. Epoxy Grout

1. Epoxy grout shall be "Sikadur 32 Hi-Mod" by Sika Corporation, "Duralcrete LV" by Tamms Industries, or "Euco #452 Series" by Euclid Chemical, “MasterEmaco ADH 1090 RS” by BASF Corporation.

2. Epoxy grout shall be modified as required for each application with aggregate per manufacturer's instructions.

D. Epoxy Base Plate Grout

1. Epoxy base plate grout shall be “Sikadur 42, Grout-Pak” by Sika Corporation, or “MasterFlow 648” by BASF Corporation.

2.09 CONCRETE DESIGN REQUIREMENTS

A. The proportions of cement, aggregates, admixtures and water used in the concrete mixes shall be based on the results of field experience or preferably laboratory trial mixes in conformance with Section 5.3. "Proportioning on the Basis of Field Experience and/or Trial Mixtures" of ACI 318 and ACI 350. When trial mixes are used they shall also conform to Article 3.01 of this Section of the Specifications. If field experience records are used, concrete strength results shall be from concrete mixed with all of the ingredients proposed for use on job used in similar proportions to mix proposed for use on job. Contractor shall submit verification confirming this stipulation has been followed.

Field experience records and/or trial mix data used as the basis for the proposed concrete mix design shall be submitted to the Engineer along with the proposed mix.

B. The CONTRACTOR is cautioned that the limiting parameters specified below are not design mixes. Additional cement or water reducing agent may be required to achieve workability demanded by the CONTRACTOR's construction methods. The CONTRACTOR is responsible for any costs associated with furnishing concrete with the required workability. Cementitious materials refer to the total combined weight of all cement, fly ash, and slag cement contained in the mix.

1. Compressive Strength (28-Day)

Concrete Class A	4,000 psi (minimum)
Concrete Class B	3,000 psi (minimum)

2. Water/cementitious materials ratio, by weight

	Maximum	**Minimum**
Concrete Class A	0.45	0.39
Concrete Class B	0.50	0.39

3. Slump range

a. 4" nominal unless high range water reducing admixture is used

b. 8” max if high range water reducing admixture is used.

4. Air Content

Concrete Class A	6% ±1.5%
Concrete Class B	3% Max (non air-entrained)

PART 3 – EXECUTION

3.01 GENERAL FORMWORK REQUIREMENTS

A. Forms to confine the concrete and shape it to the required lines shall be used wherever necessary. The CONTRACTOR shall assume full responsibility for the adequate design of all forms, and any forms which are unsafe or inadequate in any respect shall promptly be removed and replaced at the CONTRACTOR's expense. All design, construction, maintenance, preparation, and removal of forms shall be in accordance with the FBC, ACI 347 and the requirements specified herein.

B. All forms shall be true in every respect to the required shape and size, shall conform to the established alignment and grade, and shall be of sufficient strength and rigidity to maintain their position and shape under the loads and operations incident to placing and vibrating the concrete.

3.02 FORMWORK CONSTRUCTION

A. Vertical Surfaces: All vertical surfaces of concrete members shall be formed, except where placement of the concrete against the ground is called for by the ENGINEER.

B. Construction Joints: Concrete construction joints will not be permitted at locations other than those shown or specified, except as may be acceptable to the ENGINEER. When a second lift is placed on hardened concrete, special precautions shall be taken in the way of the number, location, and tightening of ties at the top of the old lift and bottom of the new to prevent any unsatisfactory effect whatsoever on the concrete.

C. Form Ties: Wire ties for holding forms will not be permitted. No form-tying device or part thereof, other than metal, shall be left embedded in the concrete. Ties shall not be removed in such manner as to leave a hole extending through the interior of the concrete members. The use of snap-ties which cause spilling of the concrete upon form stripping or tie removal will not be permitted. If steel panel forms are used, rubber grommets shall be provided where the ties pass through the form in order to prevent loss of cement paste. Where metal rods extending through the concrete are used to support or to strengthen forms, the rods shall remain embedded and shall terminate not less than 1 inch back from the formed face or faces of the concrete.

3.03 REUSE OF FORMS

A. Forms may be reused only if in good condition and only if acceptable to the ENGINEER. Light sanding between uses will be required wherever necessary to obtain uniform surface texture on all exposed concrete surfaces. Exposed concrete surfaces are defined as surfaces which are permanently exposed to view.

3.04 REMOVAL OF FORMS

A. Careful procedures for the removal of forms shall be strictly followed, and this work shall be done with care so as to avoid injury to the concrete. No heavy loading on green concrete will be permitted. Members which must support their own weight shall not have their forms removed until they have attained at least 75 percent of the 28-day strength of the concrete as specified herein. Forms for all vertical walls and columns shall remain in place at least 2 days after the concrete has been placed. Forms for all parts of the Work not specifically mentioned herein shall remain in place for periods of time as determined by the ENGINEER.

3.05 FABRICATION OF REINFORCING STEEL

A. Reinforcing steel shall be accurately formed to the dimensions and shapes shown on the Drawings, and the fabricating details shall be prepared in accordance with ACI 315 and ACI 318, except as modified by the Drawings.

B. Bending or Straightening: Reinforcement shall not be straightened or rebent in a manner which will injure the material. Bars with kinks or bends not shown shall not be used. All bars shall be bent cold, unless otherwise permitted by the ENGINEER. No bars partially embedded in concrete shall be field-bent except as shown or specifically permitted by the ENGINEER.

3.06 PLACING REINFORCING STEEL

A. Reinforcing steel shall be accurately positioned as shown on the Drawings, and shall be supported and wired together to prevent displacement, using annealed iron wire ties or suitable clips at intersections. All reinforcing steel shall be supported by concrete, plastic or metal supports, spacers or metal hangers which are strong and rigid enough to prevent any displacement of the reinforcing steel. Where concrete is to be placed on the ground, supporting concrete blocks (or dobies) shall be used, in sufficient numbers to support the bars without settlement, but in no case shall such support be continuous. All concrete blocks used to support reinforcing steel shall be tied to the steel with wire ties which are embedded in the blocks. For concrete over formwork, the CONTRACTOR shall furnish concrete, metal, plastic, or other acceptable bar chairs and spacers.

B. The portions of all accessories in contact with the formwork shall be made of concrete, plastic, or steel coated with a 1/8 inch minimum thickness of plastic which extends at least 1/2 inch from the concrete surface. Plastic shall be gray in color.

C. Tie wires shall be bent away from the forms in order to provide the specified concrete coverage.

D. Bars additional to those shown which may be found necessary or desirable by the CONTRACTOR for the purpose of securing reinforcement in position shall be provided by the CONTRACTOR at its own expense.

E. Reinforcement placing tolerances shall be within the limits specified in ACI 318, unless otherwise directed by the ENGINEER.

F. Welded wire fabric reinforcement placed over horizontal forms shall be supported on slab bolsters having gray, plastic-coated standard type legs as specified herein. Slab bolsters shall be spaced not less than 30 inches on centers, shall extend continuously across the entire width of the reinforcing mat, and shall support the reinforcing mat in the plane shown.

G. Welded wire fabric placed over the ground shall be supported on wired concrete blocks

(dobies) spaced not more than 3 feet on centers in any direction. The construction practice of placing welded wire fabric on the ground and hooking into place in the freshly placed concrete shall not be used.

3.07 SPLICING

A. Reinforcement bar splices shall only be used at locations shown. When it is necessary to splice reinforcement at points other than where shown, the character of the splice shall be as acceptable to the ENGINEER.

B. Lap length for reinforcement bars shall be in a Class B Splice in accordance with ACI 318, unless otherwise shown. Laps of welded wire fabric shall be in accordance with the ACI 318.

3.08 CLEANING AND PROTECTION OF REINFORCING STEEL

A. Reinforcing steel shall at all times be protected from conditions conducive to corrosion until concrete is placed around it.

B. The surfaces of all reinforcing steel and other metalwork to be in contact with concrete shall be thoroughly cleaned of all dirt, grease, loose scale and rust, grout, mortar, and other foreign substances immediately before the concrete is placed. Where there is a delay in depositing concrete, reinforcing shall be reinspected and, if necessary, recleaned.

3.09 PREPARATION OF SURFACES FOR CONCRETING

A. General: No concrete shall be placed until the reinforcement steel and formwork have been erected in a manner acceptable to the ENGINEER. The CONTRACTOR shall notify the ENGINEER not less than two working days prior to concrete placement, allowing for inspection and any corrective measures which are required. Earth surfaces shall be thoroughly wetted by sprinkling, prior to the placing of any concrete, and these surfaces shall be kept moist by frequent sprinkling up to the time of placing concrete thereon. The surface shall be free from standing water, mud, and debris at the time of placing concrete.

B. Joints in Concrete: Concrete surfaces upon or against which concrete is to be placed, where the placement of the old concrete has been stopped or interrupted so that, as determined by the ENGINEER, the new concrete cannot be incorporated integrally with that previously placed, are defined as construction joints. The surfaces of horizontal joints shall be given a compacted, roughened surface for good bond. Except where the Drawings call for joint surfaces to be coated, the joint surfaces shall be cleaned of all laitance, loose or defective concrete, and foreign material. Such cleaning shall be accomplished by sandblasting, followed by thorough washing. All pools of water shall be removed form the surface of construction joints before the new concrete is placed.

C. Existing concrete surfaces upon or against which concrete is to be placed shall be given a roughened surface for good bond. Joint surfaces shall be cleaned of all laitance, loose or defective concrete, and foreign material. Such cleaning shall be accomplished by hydroblasting. All pools of water shall be removed from the surface of construction joints before the new concrete is placed.

D. Placing Interruptions: When placing of concrete is to be interrupted long enough for the concrete to take a set, the working face shall be given a shape by the use of forms or other means that will secure proper union with subsequent work, provided that construction joints shall be made only where acceptable to the ENGINEER.

E. Embedded Items: No concrete shall be placed until all formwork, installation of parts to - be embedded, reinforcement steel, and preparation of surfaces involved in the placing have been completed and accepted by the ENGINEER at least 4 hours before placement of concrete. All surfaces of forms and embedded items that have become encrusted with dried grout from concrete previously placed shall be cleaned of all such grout before the surrounding or adjacent concrete is placed.

F. All reinforcement, anchor bolts, sleeves, inserts, and similar items shall be set and secured in the forms where shown on the Drawings or by shop drawings and shall be acceptable to the ENGINEER before any concrete is placed. Accuracy of placement is the responsibility of the CONTRACTOR.

G. Casting Against Old Concrete: Where concrete is to be cast against old concrete (any concrete which is greater than 60 days of age), the surface of the old concrete shall be thoroughly cleaned and roughened by hydro-blasting (exposing aggregate) prior to the application of an epoxy bonding agent. Application shall be according to the bonding agent manufacturer's instructions and recommendations.

H. No concrete shall be placed in any structure until all water entering the space to be filled with concrete has been properly cut off or has been diverted by pipes, or other means, and carried out of the forms, clear of the work. No concrete shall be deposited under water nor shall the CONTRACTOR allow still water to rise on any concrete until the concrete has attained its initial set. Water shall not be permitted to flow over the surface of any concrete in such manner and at such velocity as will injure the surface finish of the concrete. Pumping or other necessary dewatering operations for removing ground water, if required, will be subject to the review of the ENGINEER.

I. Openings for pipes, inserts for pipe hangers and brackets, and the setting of anchors shall, where practicable, be provided for during the placing of concrete.

J. Corrosion Protection: Pipe, conduit, dowels, and other ferrous items required to be embedded in concrete construction shall be so positioned and supported prior to placement of concrete that there will be a minimum of 2 inches clearance between said items, and any part of the concrete reinforcement will not be permitted.

K. Cleaning: The surfaces of all metalwork to be in contact with concrete shall be thoroughly cleaned of all dirt, grease, loose scale and rust, grout, mortar, and other foreign substances immediately before the concrete is placed.

3.10 MIXING, HANDLING, TRANSPORTING, AND PLACING

A. General: Placing of concrete shall conform to the applicable requirements of Chapter 8 of ACI 301 and the requirements of this Section.

B. Mixing: Mixing of concrete shall conform to the requirements of Chapter 7 of ACI 301.

C. Retempering: Retempering of concrete or mortar which has partially hardened will not be permitted.

D. Non-Conforming Work or Materials: Concrete which upon or before placing is found not to conform to the requirements specified herein shall be rejected and immediately removed from the Work. Concrete which is not placed in accordance with these Specifications, or which is of inferior quality, shall be removed and replaced by and at the expense of the CONTRACTOR.

E. Unauthorized Placement: No concrete shall be placed except in the presence of duly authorized representative of the OWNER. The CONTRACTOR shall notify the ENGINEER in writing at least 24 hours in advance of placement of any concrete.

F. Placement in Slabs: Concrete placed in sloping slabs shall proceed uniformly from the bottom of the slab to the top, for the full width of the pour. As the work progresses, the concrete shall be vibrated and carefully worked around the slab reinforcement, and the surface of the slab shall be screened in an up-slope direction.

G. Placement in Wall Forms: Concrete shall not be dropped through reinforcement steel or into any deep form, whether reinforcement is present or not, causing separation of the coarse aggregate from the mortar on account of repeatedly hitting rods or the sides of the form as it falls, nor shall concrete be placed in any form in such a manner as to leave accumulation of mortar on the form surfaces above the placed concrete. In such cases, some means such as the use of hoppers and, if necessary, vertical ducts of canvas, rubber, or metal shall be used for placing concrete in the forms in a manner that it may reach the place of final deposit without separation. In no case shall the free fall of concrete exceed 4 feet below the ends of ducts, chutes, or buggies. Concrete shall be uniformly distributed during the process of depositing, and in no case after depositing shall any portion be displaced in the forms more than 6 feet in horizontal direction. Concrete in forms shall be deposited in uniform horizontal layers not deeper than 2 feet; and care shall be taken to avoid inclined layers or inclined construction joints where such are required for sloping members. Each layer shall be placed while the previous layer is still soft. The rate of placing concrete in forms shall not exceed 5 feet of vertical rise per hour.

H. The surface of the concrete -shall be level whenever a run of concrete is stopped. To insure a level, straight joint on the exposed surface of walls, a wood strip at least 3/4 inch thick shall be tacked to the forms on these surfaces. The concrete shall be carded about 1/2 inch above the underside of the strip. About one hour after the concrete is placed, the strip shall be removed and any irregularities in the edge formed by the strip shall be leveled with a trowel and all laitance shall be removed.

I. Conveyor Belts and Chutes: All end of chutes, hopper gates and all other points of concrete discharge throughout the CONTRACTOR's conveying, hoisting and placing system shall be so designed and arranged that concrete passing from them will not fall separated into whatever receptacle immediately receives it. Conveyor belts, if used, shall be of a type acceptable to the ENGINEER. Chutes longer than 50 feet will not be permitted. Minimum slopes of chutes shall be such that concrete of the specified consistency will readily flow in them. If a conveyor belt is used, it shall be wiped clean by a device operated in such a manner that none of the mortar adhering to the belt will be wasted. All conveyor belts and chutes shall be covered. Sufficient illumination shall be provided in the interior of all forms so that the concrete, at the places of deposit, is visible from the deck or runway.

J. Temperature of Concrete: The temperature of concrete, when it is being placed, shall not be more than 90 degrees F nor less than 40 degrees F in moderate weather, and not less than 50 degrees F in whether during which the mean daily temperature drops below 40 degrees F. Concrete ingredients shall not be heated to a temperature higher than that necessarily to keep the temperature of the mixed concrete, as placed, from falling below the specified minimum temperature. If concrete is placed when the weather is such that the temperature of the concrete would exceed 90 degrees F, the CONTRACTOR shall employ effective means, such as precooling of aggregates and mixing water using ice or placing at night, as necessary to maintain the temperature of the concrete, as it is placed, below 90 degrees F. The CONTRACTOR shall be entitled to no additional compensation on account of the foregoing requirements.

3.11 PUMPING OF CONCRETE

A. If the pumped concrete does not produce satisfactory end results, the CONTRACTOR shall discontinue the pumping operation and proceed with the placing of concrete using conventional methods.

B. The minimum diameter of the hose (conduits) shall be 4 inches.

C. Minimum compressive strength, cement content, and maximum size of aggregates shall be as specified herein. Gradation of coarse aggregates shall conform to ASTM C 33 and shall be as close to the middle range as possible. Gradation of fine aggregate shall conform to ASTM C 33, with 15 to 30 percent passing the number 50 screen and 5 to 1 0 percent passing the number 1 00 screen. The fineness modulus of sand shall not be over 3.00.

3.12 TAMPING AND VIBRATING

A. As concrete is placed in the forms or in excavations, it shall be thoroughly settled and compacted, throughout the entire depth of the layer which is being consolidated, into a dense homogeneous mass, filling all comers and angles, thoroughly embedding the reinforcement, eliminating rock pockets, and bringing only a slight excess of water to the exposed surface of concrete during placement. Vibrators shall be high speed power vibrators (8,000 or 10,000 rpm) of an immersion type in sufficient number and with (at least one) standby units as required.

B. Concrete in walls shall be internally vibrated and at the same time rammed, stirred, or worked with suitable appliances, tamping bars, shovels, or forked tools until it completely fills the forms or excavations and closes snugly against all surfaces. Subsequent layers of concrete shall not be placed until the layers previously placed have been worked thoroughly as specified. Vibrators shall be provided in sufficient numbers, with standby units as required, to accomplish the results herein specified with 15 minutes after concrete of the prescribed consistency is placed in the forms. The vibrating head shall be kept from contact with the surfaces of the forms. Care shall be taken not to vibrate concrete excessively or to work it in any manner that causes segregation of its constituents.

3.13 FINISHING CONCRETE SURFACES

A. General: Surfaces shall be free from fins, bulges, ridges, offsets, honeycombing, or roughness of any kind, and shall present a finished, smooth, continuous hard surface. Allowable deviations from plumb or level and from the aligranent, profiles, and dimensions shown on the Drawings are defined as tolerances and are specified herein. These tolerances are to be distinguished from irregularities in finish as described herein. Aluminum finishing tools shall not be used.

B. Formed Surfaces: After removal of forms, the finishes described below shall be applied in accordance with Article 3.13, D. Unless the finish schedule specifies otherwise, all surfaces shall receive at least a Type I finish. The ENGINEER shall be the sole judge of acceptability of all concrete finish work.

1. Type I - Rough: All fins, burrs and other projections left by the forms shall be removed. All holes left by removal of ends of ties, and all other holes, depressions, or voids shall be filled solid with cement grout after first being thoroughly wetted. Honeycombs shall be chipped back to solid concrete as directed, prior to patching with cement grout. Holes shall be filled with a small tool that will permit packing the hole solidly with cement grout. Cement grout shall consist of one part cement to three parts sand, and the amount of mixing water shall be as little as consistent with the requirements of handling and placing. Color of cement grout shall match the adjacent wall surface. At locations where concrete coatings are specified to be applied, epoxy based patch material or filler surfaces compatible with the coating

shall be used in lieu of cement grout specified herein. Concrete finish shall be in strict conformance to the coating / paint manufacturer's recommendations.

2. Type II - Grout Cleaned: Where this finish is required, it shall be applied after completion of Type I finish. After the concrete has been predampened, slurry consisting of one part cement (including an appropriate quantity of white cement in order to produce a color matching the surrounding concrete) and 1-1/2 parts sand passing the No. 16 sieve, by damp loose volume, shall be spread over the surface with clean burlap pads or sponge rubber floats. Any surplus shall be removed by scraping and then rubbing with clean burlap. The finish shall be kept damp for at least 36 hours after application.

3. Type III - Smooth Rubbed: Where this finish is required, it shall be applied after the completion of the Type I finish. No rubbing shall be done before the concrete is thoroughly hardened and the mortar used for patching is firmly set. A smooth, uniform surface shall be obtained by wetting the surface and rubbing it with a carborundum stone to eliminate irregularities. Unless the nature of the irregularities requires it, the general surface of the concrete shall not be cut into. Corners and edges shall be slightly rounded by the use of the carborundum stone. Brush finishing or painting with grout or neat cement will not be permitted.

C. Unformed Surfaces: The finishes described below shall be applied to unformed surfaces such as floors, slabs, flow channels and top of walls in accordance with Article 3.05 - Concrete Finish Schedule. The ENGINEER shall be the sole judge of acceptability of all such finish work.

1. Type "A" - Screeded: This finish shall be obtained by placing screeds at frequent intervals and striking off to the surface elevation required. When a Type "F" finish is subsequently to be applied, the surface of the screeded concrete shall be roughened with a concrete rake to ½" minimum deep grooves prior to final set.

2. Type "B" - Wood Floated: This finish shall be obtained after completion of a Type "A" finish by working a previously screeded surface with a wood float until the desired texture is reached. Floating shall begin when the water sheen has disappeared and when the concrete has sufficiently hardened so that a person's foot leaves only a slight imprint. If wet spots occur, water shall be removed with a squeegee. Care shall be taken to prevent the formation of laitance and excess water on the finished surface. The finished surface shall be true, even, and free from blemishes and other irregularities.

3. Type "C" - Cork Floated: This finish shall be similar to Type "B" but slightly smoother than that obtained with a wood float. It shall be obtained by power or band floating with cork floats.

4. Type "D" - Steel Troweled: This finish shall be obtained after completion of a Type "B" finish. When the concrete has hardened sufficiently to prevent excess fine

material from working to the surface, the surface shall be compacted and smoothed with not less than two thorough and complete steel troweling operations. In areas, which are to receive a floor covering such as tile, resilient flooring, or carpeting, only one troweling operation is required. The finish shall be brought to a smooth, dense surface, free from defects and blemishes.

5. Type "E" - Broom or Belt: This finish shall provide the surface with a transverse scored texture by drawing a broom or burlap belt across the surface immediately after completion of a Type "B" finish.

6. Type "F" - Swept in Grout Topping: This finish shall be applied after a completion of a Type "A" finish. The concrete surface shall be properly cleaned, washed, and coated with a mixture of water and Portland Cement. Cement grout in accordance with Section 03315 shall then be plowed and swept into neat conformance with the blades or arms of the apparatus by turning or rotating the previously positioned mechanical equipment. Special attention shall be paid to true grades, shapes and tolerances as specified by the manufacturer of the equipment. Before beginning this finish, the CONTRACTOR shall notify the ENGINEER and the equipment manufacturer of the details of the operation and obtain approval and recommendations of the equipment manufacturer.

7. Type "G" - Hardened Finish: Either a liquid hardened finish or an aggregate hardened finish shall be provided at the CONTRACTOR's option.

   a. Liquid hardened finish shall be provided by application of a liquid floor hardener. Floors to receive this finish shall have previously received a Type "D" finish. Liquid hardener shall be applied between 30 to 60 days after concrete placement. Surface to be treated shall be dry, clean and free of all loose dust, dirt, oil, wax, sealers and curing compounds. Application procedure shall be in accordance with manufacturer's instructions and shall consist of a three-coat treatment.

   b. Aggregate hardened finish shall be provided by applying an aggregate floor hardener concurrently with the application of a Type "D" finish. Application procedure shall be in accordance with manufacturer's instructions.

8. Type "H" - Non-Slip Finish: This finish shall be provided by applying a non-slip shake-on aggregate concurrently with the application of a Type "D" finish. Application procedure shall be in accordance with manufacturer's instructions.

9. Type "J" - Raked Finish: This finish shall be provided by raking the surface as soon as the condition of the concrete permits by making depressions of +/-1/4-inch.

D. CONCRETE FINISH SCHEDULE

Item	Type of Finish
Exterior concrete walls below grade	I
Exterior exposed concrete walls and columns (including top of wall) to one foot below grade. All other exposed concrete surfaces not specified elsewhere	II
All interior exposed concrete vertical surfaces in buildings	III
Interior exposed ceiling, including beams	III
Slabs to receive roofing material or waterproof membranes	B
All interior finish floors of buildings and structures and walking surfaces which will be continuously or intermittently wet	C
All interior finish floors of buildings and structures which are not continuously or intermittently wet	D
Floors to receive tile, resilient flooring, or carpeting	D
Exterior concrete sidewalks, steps, ramps, decks, slabs on grade and landings exposed to weather	E
Precast concrete form panels, hollow core planks, double tees	J

3.14 CURING AND DAMPPROOFING

A. All concrete shall be cured for not less than 14 days after placing, in accordance with the methods specified herein for the different parts of the work, and described in detail in the following paragraphs.

FINISH SCHEDULE

Surface to be Cured or Dampproofed	Method
Unstripped forms	1
Construction joints between footings and walls, and between floor slab and columns	2
Encasement concrete and thrust blocks	3
All concrete surfaces not specifically provided for elsewhere in this Paragraph	4

B. Method 1: Wooden forms shall be wetted immediately after concrete has been placed and shall be kept wet with water until removed. If steel forms are used, the exposed concrete surfaces shall be kept continuously wet until the forms are removed. If forms are removed within 14 days of placing the concrete, curing shall be continued in accordance with Method 4.

C. Method 2: The surface shall be covered With burlap mats which shall be kept wet with water for the duration of the curing period, until the concrete in the walls has been

placed. No curing compound shall be applied to surfaces cured under Method 2.

D. Method 3: The surface shall be covered with moist earth not less than 4 hours, nor more than 24 hours, after the concrete is placed. Earthwork operations that may damage the concrete shall not begin until at least 7 days after placement of concrete.

E. Method 4: The surface shall be sprayed with a liquid curing compound. It shall be applied in accordance with the manufacturers printed instructions at a maximum coverage rate of 200 square feet per gallon and in such a manner as to cover the surface with a uniform film which will seal thoroughly.

F. Care shall be exercised to avoid damage to the seal during the curing period. Should the seal be damaged or broken before the expiration of the curing period, the break shall be repaired immediately by the application of additional curing compound over the damaged portion.

G. Wherever curing compound may have been applied by mistake to faces against which concrete subsequently is to be placed and to which it is to adhere, said compound shall be entirely removed by hydroblasting just prior to the placing of new concrete.

H. Curing compound shall be applied as soon as the concrete has hardened enough to prevent marring on uniformed surfaces, and within 2 hours after removal of forms from contact with formed surfaces. Repairs required to be made to formed surfaces shall be made within the said 2-hour period; provided, however, that any such repairs which cannot be made within the said 2-hour period shall be delayed until after the curing compound has been applied. When repairs are to be made to an area on which curing compound has been applied, the area involved shall first be wet-sand blasted to remove the curing compound, following which repairs shall be made as provided herein.

3.15 PROTECTION

A. The CONTRACTOR shall protect all concrete against injury until final acceptance by the ENGINEER. Fresh concrete shall be protected from damage due to rain. The CONTRACTOR shall provide such protection while the concrete is still plastic and whenever such precipitation is imminent or occurring.

3.16 TREATMENT OF SURFACE DEFECTS

A. As soon as forms are removed, all exposed surfaces shall be carefully examined and any irregularities shall be immediately rubbed or ground in a satisfactory manner in order to secure a smooth, uniform, and continuous surface. Plastering or coating of surfaces to secure a smooth, uniform, and continuous surface. Plastering or coating of surfaces to be smoothed will not be permitted. No repairs shall be made until after inspection by the ENGINEER. In no case will extensive patching of honeycombed concrete be permitted. Concrete containing minor voids, holes, honeycombing, or similar depression defects shall have them repaired as specified herein. Concrete containing extensive

voids, holes, honeycombing, or similar depression defects, shall be completely removed and replaced. All repairs and replacements herein specified shall be promptly executed by the CONTRACTOR at its own expense.

B. Defective surfaces to be repaired shall be cut back from trueline a minimum depth of 1/2 inch over the entire area. Feathered edges will not be permitted. Where chipping or cutting tools are not required in order to deepen the area properly, the surface shall be prepared for bonding by the removal of all laitance or soft material, and not less than 1/32 inch depth of the surface film from all hard portions, by means of an efficient sandblast. The material used for repair proposed shall be acceptable to the ENGINEER.

C. Holes left by tie-rod cones shall be reamed with suitable toothed reamers so as to leave the surfaces of the holes clean and rough. These holes then shall be repaired in an approved manner with dry-packed cement grout. Holes left by form-tying devices having a rectangular cross-section, and other imperfections having a depth greater than their least surface dimension, shall not be reamed, but shall be repaired in an approved manner with dry-packed cement grout.

D. All repairs shall be built up and shaped in such a manner that the completed work will conform to the requirements of this Section, using approved methods which will not disturb the bond, cause sagging, or cause horizontal fractures. Surfaces of said repairs shall receive the same kind and amount of curing treatment as required for the concrete in the repaired section.

3.17 CARE AND REPAIR OF CONCRETE

A. The CONTRACTOR shall protect all concrete against injury or damage from excessive heat, lack of moisture, overstress, or any other cause until final acceptance by the OWNER. Particular care shall be taken to prevent the drying of concrete and to avoid roughening or otherwise damaging the surface. Any concrete found to be damaged, or which may have been originally defective, or which becomes defective at any time prior to the final acceptance of the completed work, or which departs from the established line or grade, or which, for any other reason, does not conform to the requirements of the Contract Documents, shall be satisfactorily repaired or removed and replaced with acceptable concrete at the CONTRACTOR's expense. This stipulation includes concrete experiencing cracking due to drying or thermal shrinkage of the concrete. Structural cracks shall be repaired using an epoxy injection system approved by the ENGINEER. Non-structural cracks shall be repaired using a hydrophilic resin pressure injected grout system approved by the ENGINEER, unless other means or repair are deemed necessary and approved by the ENGINEER.

3.18 GROUT INSTALLATION

A. All surface preparation, curing, and protection of cement grout shall be as specified herein. The finish of the grout surface shall match that of the adjacent concrete.

B. The CONTRACTOR through the manufacturer of non-shrink grout, epoxy grout, and epoxy base plate grout shall provide on-site technical assistance upon request, at no additional cost to the OWNER.

C. All mixing, surface preparation, handling, placing, consolidation, and other means of execution for prepackaged grouts shall be done according to the instructions and recommendations of the manufacturer.

D. Grout shall be placed in such a manner, for the consistency necessary for each application, so as to assure that the space to be grouted is completely filled.

END OF SECTION

SECTION 05 05 23
METAL FASTENING

PART 1 – GENERAL

1.01 THE REQUIREMENT

A. Furnish all materials, labor, and equipment required to provide all metal welds and fasteners not otherwise specified, in accordance with the Contract Documents.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 05 10 00 – Metal Materials

1.03 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Without limiting the generality of the other requirements of the specifications, all work herein shall conform to the applicable requirements of the following documents. All referenced specifications, codes, and standards refer to the most current issue available at the time of Bid.

1. AC 193 – Acceptance Criteria for Mechanical Anchors in Concrete Elements
2. AC 308 – Acceptance Criteria for Post-Installed Adhesive Anchors in Concrete Elements
3. ACI 318 – Building Code Requirements for Structural Concrete
4. ACI 355.2 – Qualifications of Post-Installed Mechanical Anchors in Concrete
5. ACI 355.4 – Qualifications of Post-Installed Adhesive Anchors in Concrete
6. AISC – RCSC Specification for Structural Joints Using High Strength Bolts
7. AISC – Code of Standard Practice
8. AWS D1.1 – Structural Welding Code – Steel
9. AWS D1.2 – Structural Welding Code – Aluminum
10. AWS D1.6 – Structural Welding Code – Stainless Steel
11. Aluminum Association – Specifications for Aluminum Structures

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12. ASTM A572/A572M-94C – Standard Specification for High Strength Low-Alloy Columbium-Vanadium Structural Steel Grade 50

13. ASTM A36 – Standard Specification for Carbon Structural Steel

14. ASTM A489 – Standard Specification for Eyebolts

15. ASTM A563 – Standard Specifications for Carbon and Alloy Steel Nuts

16. ASTM D1785 – Standard Specification for Polyvinyl Chloride (PVC) Plastic Pipe

17. ASTM E3121 – Standard Test Methods for Field Testing of Anchors in Concrete or Masonry

18. ASTM F436 – Standard Specification for Hardened Steel Washers

19. ASTM F467 – Standard Specification for Nonferrous Nuts for General Use

20. ASTM F593 – Standard Specification for Stainless Steel Bolts; Hex Cap Screws, and Studs

21. ASTM F594 – Standard Specification for Stainless Steel Nuts

22. ASTM F1554 – Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength

23. ASTM F3125 – Standard Specification for High Strength Structural Bolts, Steel and Alloy Steel, Heat Treated, 120 ksi and 150 ksi Minimum Tensile Strength, Inch and Metric Dimension

1.04 SUBMITTALS

A. Submit the following in accordance with Section 01 33 00 – Submittal Procedures.

1. Shop Drawings providing the fastener's manufacturer and type and certification of the fastener's material and capacity.

2. Anchor design calculations sealed by a Professional Engineer currently registered in the State or Commonwealth in which the project is located.

3. A current Evaluation Report shall be submitted for all anchors that will be considered for use on this project.

4. Manufacturer’s installation instructions.

5. Copy of valid certification for each person who is to perform field welding.

6. Certified weld inspection reports, when required.

7. Welding procedures.

8. Installer qualifications.

9. Certification of Installer Training.

10. Inspection Reports.

11. Results of Anchor Proof Testing.

12. Manufacturer's Literature for Resistance of Adhesive to Appropriate Chemical Exposure, where deemed necessary.

1.05 QUALITY ASSURANCE

A. Fasteners not manufactured in the United States shall be tested and certification provided with respect to specified quality and strength standards. Certifications of origin shall be submitted for all U.S. fasteners supplied on the project.

B. Evaluation Report: A current Evaluation Report from an independent testing and evaluation agency (ITEA) shall be submitted for all anchors that will be used on this project. The ITEA producing the evaluation report shall be accredited in accordance with the requirements for ITEA's in ACI 355.2 (for mechanical anchors) or 355.4 (for adhesive anchors). Acceptable ITEA's include but are not necessarily limited to the International Code Council Evaluation Service (ICC-ES) and the International Association of Plumbing and Mechanical Officials Uniform Evaluation Service (IAPMO-UES).

C. Installer Qualifications: All concrete anchors shall be installed by an Installer with at least three years of experience performing similar installations. Concrete adhesive anchor installers for anchor installations in horizontal to vertically overhead applications shall be certified as an Adhesive Anchor Installer in accordance with ACI-CRSI Adhesive Anchor Installation Certification Program.

D. Installer Training: For concrete anchors, conduct a thorough training with the manufacturer or the manufacturer's representative for the Installer on the project. Training shall consist of a review of the complete installation process to include but not be limited to the following:

1. Hole drilling procedure.

2. Hole preparation and cleaning technique.

3. Adhesive injection technique and dispenser training/maintenance.

4. Concrete adhesive anchor preparation and installation.

5. Proof loading/torquing.

E. All steel welding shall be performed by welders certified in accordance with AWS D1.1. All aluminum welding shall be performed by welders certified in accordance with AWS D1.2. All stainless-steel welding shall be performed by welders certified in accordance with AWS D1.6. Certifications of field welders shall be submitted prior to performing any field welds.

F. Welds and high strength bolts used in connections of structural steel will be visually inspected in accordance with Article 3.04.

G. The Owner may engage an independent testing agency to perform testing of welded connections and to prepare test reports in accordance with AWS. Inadequate welds shall be corrected or redone and retested to the satisfaction of the Engineer and/or an acceptable independent testing laboratory, at no additional cost to the Owner.

H. Provide a welding procedure for each type and thickness of weld. For welds that are not prequalified, include a Performance Qualification Report. The welding procedure shall be given to each welder performing the weld. The welding procedure shall follow the format in Annex E of AWS D1.1 with relevant information presented.

I. Special inspections for concrete adhesive anchors shall be conducted in accordance with the Building Department with jurisdiction. The Contractor shall be responsible for retaining and paying for all special inspection costs.

PART 2 – PRODUCTS

2.01 ANCHOR RODS

A. Anchor rods shall conform to ASTM F1554 Grade 55 except where stainless steel or other approved anchor rods are shown on the Drawings or stated herein. Anchor rods shall have hexagonal heads and shall be supplied with hexagonal nuts meeting the requirements of ASTM A563 Grade A. Washers shall meet the requirements of ASTM A436.

B. All anchors into concrete shall be cast-in-place anchors unless specifically referenced otherwise on Drawings.

C. Where anchor rods are used to anchor galvanized steel or are otherwise specified to be galvanized, anchor rods and nuts shall be hot dipped galvanized in accordance with ASTM F1554.

D. Where pipe sleeves around anchor rods are shown on the Drawings, pipe sleeves shall be cut from Schedule 40 PVC plastic piping meeting the requirements of ASTM D1785.

2.02 HIGH STRENGTH BOLTS

A. High strength bolts and associated nuts and washers shall be in accordance with ASTM F3125, Grade A325 Type 1 or Grade F1852 Type 1. Bolts, nuts, and washers shall meet the requirements of RCSC “Specification for Structural Joints Using High Strength Bolts”.

B. Where high strength bolts are used to connect galvanized steel or are otherwise specified to be galvanized, bolts, nuts, and washers shall be hot dipped galvanized in accordance with ASTM A325.

2.03 STAINLESS STEEL BOLTS

A. Stainless steel bolts shall conform to ASTM F-593 for alloy groups 1 and 2, Condition CW1, or ASTM F-3125. All underwater fasteners, fasteners in confined areas containing fluid, and fasteners in corrosive environments shall be Type 316 stainless steel unless noted otherwise. Fasteners for aluminum and stainless-steel members not subject to the above conditions shall be Type 304 stainless steel unless otherwise noted.

B. Stainless steel bolts shall have hexagonal heads with a raised letter or symbol on the bolts indicating the manufacturer and shall be supplied with hexagonal nuts meeting the requirements of ASTM F594. Nuts, washers, and lock washers shall be of the same alloy as the bolts.

2.04 CONCRETE ANCHORS

A. General

1. Where concrete anchors are called for on the Drawings, one of the types listed below shall be used; except, where one of the types listed below is specifically called for on the Drawings, only that type shall be used. If no specific type is indicated on the Drawings, the concrete anchor shall be a cast-in-place anchor. The determination of anchors equivalent to those listed below shall be based on test data performed by an approved independent testing laboratory. Two types of anchors shall be used:

    a. Mechanical anchors include any of the following anchors:

        1) Expansion anchors shall be mechanical anchors of the wedge, sleeve, or drop-in type that are set by expanding against the sides of the drilled hole.

        2) Screw anchors are mechanical anchors that derive tensile holding strength by the mechanical interlock provided by threads cutting into the concrete during installation. Screw anchors shall be one-piece, heavy duty screw anchors with a finished head.

b. Adhesive anchors shall consist of threaded rods or bolts anchored with an adhesive system into hardened concrete. Adhesive anchors shall be two-part injection type using the manufacturer's static mixing nozzle and shall be supplied as an entire system.

2. Adhesive anchors shall conform to the requirements of ACI 355.4 or alternately to AC 308. Mechanical anchors shall conform to the requirements of ACI 355.2 or alternately to AC 193. Anchors in Seismic Design Categories C through F shall conform to the International Building Code and ACI 318 Appendix D requirements as applicable, including seismic test requirements.

3. Fire Resistance: All anchors installed within fire resistant construction shall either be enclosed in a fire-resistant envelope, be protected by approved fire-resistive materials, be used to resist wind and earthquake loads only, or anchor non-structural elements.

4. Engineer's approval is required for use of concrete anchors in locations other than those shown on the Drawings.

B. Wedge Anchors:

a. Do not use when subjected to vibration.

b. Do not use in exterior locations or locations subjected to freezing.

c. Do not use in submerged, intermittently submerged, or buried locations.

d. Suitable for use in overhead applications.

C. Screw Anchors:

a. Do not use when subjected to vibration.

b. Do not use in exterior locations or locations subjected to freezing.

c. Do not use in submerged, intermittently submerged, or buried locations.

d. Do not use in overhead applications.

D. Sleeve Anchors:

a. Do not use when subjected to vibration.

b. Do not use in exterior locations or locations subjected to freezing.

c. Do not use in submerged, intermittently submerged, or buried locations.

d. Suitable for use in overhead applications.

E. Undercut Anchors:

a. Suitable for use where subjected to vibration.

b. Do not use in exterior locations or locations subjected to freezing.

c. Do not use in submerged, intermittently submerged, or buried locations.

d. Suitable for use in overhead applications.

F. Adhesive Anchors in Concrete:

a. Suitable for use where subjected to vibration.

b. Suitable for use in exterior locations or locations subjected to freezing.

c. Suitable for use in submerged, intermittently submerged, or buried locations.

d. Do not use in overhead applications, unless otherwise shown or approved by Engineer.

e. Suitable for use in chemical areas provided manufacturer's literature confirms appropriate chemical resistance.

f. Do not use for pipe hangers, unless otherwise shown or approved by Engineer.

G. Adhesive Anchors in Masonry

a. Suitable for use where subjected to vibration.

b. Suitable for use in exterior locations or locations subjected to freezing.

c. Do not use for pipe hangers, unless otherwise shown or approved by Engineer.

d. Suitable for use in precast hollow core planks.

H. Concrete Anchor Design:

1. Basis of design shall include the following design parameters:

a. Cracked concrete conditions.

b. Dry or water saturated installation conditions.

c. Base material temperature between 40- and 104-degrees Fahrenheit.

d. Installation with hammer drill or hollow-drill bit system drilling methods.

e. Installation not prior to 21-day minimum age of concrete.

2. An anchor design consists of specifying anchor size, quantity, spacing, edge distance and embedment to resist all applicable loads. Where an anchor design is indicated on the Drawings, the anchors shall be installed to the prescribed size, spacing, embedment depth, and edge distance. If all parts of an anchor design are provided on the Drawings except embedment depth, the Contractor shall provide the embedment depth as indicated in Paragraph B.3 unless otherwise directed by the Engineer. Where an anchor design is not indicated on the Drawings, the Contractor shall provide the anchor design per the requirements listed below.

a. The Contractor shall submit design with signed and sealed calculations and drawings performed by an Engineer currently registered in the State or Commonwealth in which the project is located. Anchors shall be of a type recommended by the anchor manufacturer for use in cracked concrete and shall be designed by the Contractor in accordance with ACI 318 Appendix D.

b. Embedment Depth

1) Minimum anchor embedment shall be designed by Contractor.

2) Concrete anchors shall be embedded no less than the manufacturer's standard embedment (expansion or mechanical anchors) or to provide a minimum allowable bond strength equal to the allowable yield capacity of the rod according to the manufacturer (adhesive anchors).

3) The embedment depth shall be determined using the actual concrete compressive strength, a cracked concrete state, maximum long-term temperature of 110 degrees F, and maximum short-term temperature of 140 degrees F. In no case shall the embedment depth be less than the minimum or more than the maximum stated in the manufacturer's literature.

I. Anchors:

1. Mechanical Anchors:

a. Wedge Anchors: Wedge anchors shall be "Kwik Bolt TZ" by Hilti, Inc., "Strong-Bolt 2" by Simpson Strong-Tie Co. or "Power-Stud+SD1" or "Power-Stud+ SD-2" by DeWalt.

b. Screw Anchors: Screw anchors shall be "KWIK HUS-EZ", "KWIK HUS-EZ-I", or "KWIK HUS-EZ CRC" by Hilti, Inc., "Titen HD" or "Stainless Steel Titen HD" by Simpson Strong-Tie Co., or "Screw-Bolt+" by DeWalt.

c. Sleeve Anchors: Sleeve anchors shall be “HSL-3 Heavy Duty Sleeve Anchor” by Hilti, Inc. or “Power-Bolt +” by DeWalt.

d. Shallow Embedment Internally Threaded Insert (3/4” max embedment): “Mini-Undercut +Anchor” by DeWalt, “HDI-P-TZ” by Hilti, Inc. or approved equal.

e. Concrete Undercut Anchors: Concrete undercut anchors shall be “HDA Undercut Anchors” by Hilti, Inc, “DUC Ductile Undercut Anchor”, by USP Structural Connectors, or approved equal.

f. Mechanical anchor systems shall comply with ACI 355.2 or alternatively the latest revision of AC 193 and shall have a valid evaluation report in accordance with the applicable building code.

2. Adhesive Anchors:

a. Adhesive anchors shall be “HIT HY-200 Adhesive Anchoring System” by Hilti, Inc., “SET-3G Epoxy Adhesive Anchors” by Simpson Strong-Tie Co., or “Pure 110+ Epoxy Adhesive Anchor System” by DeWalt.

b. Adhesive anchor systems shall be IBC compliant and capable of resisting short term wind and seismic loads (Seismic Design Categories A through F) as well as long term and short term sustained static loads in both cracked and uncracked concrete in all Seismic Design Categories. Adhesive anchor systems shall comply with ACI 355.4 or alternatively the latest revision of AC308 and shall have a valid evaluation report in accordance with the applicable building code. **No or equal products will be considered unless prequalified and approved by the Engineer and Owner**.

J. Concrete Anchor Materials:

1. Concrete anchors used to anchor structural steel shall be a threaded steel rod per manufacturer’s recommendations for proposed adhesive system but shall not have a yield strength (fy) less than 58 ksi nor an ultimate strength (fu) less than 72.5 ksi, unless noted otherwise. Where steel to be anchored is galvanized, concrete anchors shall also be galvanized unless otherwise indicated on the Drawings.

2. Concrete anchors used to anchor aluminum, FRP, or stainless steel shall be manufactured from stainless steel unless noted otherwise. All underwater fasteners, fasteners in confined areas containing fluid, and fasteners in corrosive environments shall be Type 316 stainless steel unless noted otherwise. Fasteners for aluminum and stainless-steel members not subject to the above conditions shall be Type 304 stainless steel unless otherwise noted.

3. Nuts, washers, lock washers and other hardware shall be of a material to match the anchors.

2.05 MASONRY ANCHORS

A. Anchors for fastening to solid or grout-filled masonry shall be adhesive anchors consisting of threaded rods or bolts anchored with an adhesive system. The adhesive system shall be “HIT HY-270 System” as manufactured by Hilti, Inc., “AC100+ Acrylic Adhesive” by DeWalt, or “SET-XP” as manufactured by Simpson Strong-Tie Co.

B. Anchors for fastening to hollow masonry or brick shall be adhesive anchors consisting of threaded rods or bolts anchored with an adhesive system dispensed into a screen tube inserted into the masonry. The adhesive system shall use a two-component adhesive mix and shall inject into the screen tube with a static mixing nozzle. Thoroughly clean drill holes of all debris and drill dust prior to installation of adhesive and anchor. Contractor shall follow manufacturer’s installation instructions. The adhesive system shall be “HIT HY-270 System” as manufactured by Hilti, Inc., “AC100+ Acrylic Adhesive” by DeWalt, or “SET-XP” as manufactured by Simpson Strong-Tie Co.

C. Masonry anchors used to anchor steel shall be a threaded steel rod per manufacturer’s recommendations for proposed adhesive system but shall not have a yield strength (fy) less than 58 ksi nor an ultimate strength (fu) less than 72.5 ksi, unless noted otherwise. Where steel to be anchored is galvanized, masonry anchors shall also be galvanized.

D. Masonry anchors used to anchor aluminum, FRP, or stainless steel shall be manufactured from stainless steel unless noted otherwise. All underwater fasteners, fasteners in confined areas containing fluid, and fasteners in corrosive environments shall be Type 316 stainless steel unless noted otherwise. Fasteners for aluminum and stainless-steel members not subject to the above conditions shall be Type 304 stainless steel unless otherwise noted.

E. Nuts, washers, lock washers and other hardware shall be of a material to match the anchors.

F. Although all manufacturers listed are permitted, the masonry anchor design is based on “SET-XP by Simpson Strong-Tie ER 265 Revised 1-31-2017. If the contractor submits one of the other concrete adhesive anchors listed, the Engineer shall evaluate the proposed product and the Contractor shall provide the conditions stipulated by the Engineer specific to the approved adhesive anchor.

2.06 WELDS

A. Electrodes for welding structural steel and all ferrous steel shall comply with AWS Code, using E70 series electrodes for shielded metal arc welding (SMAW), or F7 series electrodes for submerged arc welding (SAW).

B. Electrodes for welding aluminum shall comply with the Aluminum Association Specifications and AWS D1.2.

C. Electrodes for welding stainless steel and other metals shall comply with AWS D1.6.

2.07 WELDED STUD CONNECTORS

A. Welded stud connectors shall conform to the requirements of AWS D1.1 Type C.

2.08 EYEBOLTS

A. Eyebolts shall conform to ASTM A489 unless noted otherwise.

2.09 HASTELLOY FASTENERS

A. Hastelloy fasteners and nuts shall be constructed of Hastelloy C-276. Hastelloy fasteners shall be used for fasteners located in chemical areas containing Hydrochloric Acid (Muriatic Acid), Hydrofluosilicic Acid (Fluoride), or Sulfuric Acid.

2.10 TITANIUM FASTENERS

A. Titanium fasteners, washers, and nuts shall conform to ASTM B348, Grade 2. Titanium fasteners shall be used for fasteners located in chemical areas containing Ferric Chloride or Sodium Hypochlorite.

2.11 ANTISEIZE LUBRICANT

A. Antiseize lubricant shall be C5-A Anti-Seize by Loctite Corporation, Molykote P-37 Anti-Seize Paste by Dow Corning, 3M Anti-Seize by 3M, or equal.

PART 3 – EXECUTION

3.01 MEASUREMENTS

A. The Contractor shall verify all dimensions and review the Drawings and shall report any discrepancies to the Engineer for clarification prior to starting fabrication.

3.02 FASTENER INSTALLATION

A. Anchor Rods, Concrete Anchors, and Masonry Anchors

1. Anchor rods shall be installed in accordance with AISC "Code of Standard Practice" by setting in concrete while it is being placed and positioned by means of a rigidly held template. Overhead adhesive anchors, and base plates or elements they are anchoring, shall be shored as required and securely held in place during anchor setting to prevent movement during anchor installation. Movement of anchors during curing is prohibited.

2. The Contractor shall verify that all concrete and masonry anchors have been installed in accordance with the manufacturer's recommendations and that the capacity of the installed anchor meets or exceeds the specified safe holding capacity.

3. Concrete anchors shall not be used in place of anchor rods without Engineer's approval.

4. All stainless-steel threads shall be coated with anti-seize lubricant.

B. High Strength Bolts

1. All bolted connections for structural steel shall use high strength bolts. High strength bolts shall be installed in accordance with RCSC “Specification for Structural Joints Using High Strength Bolts”. All bolted joints shall be Type N, snug-tight, bearing connections in accordance with AISC Specifications unless noted otherwise on the Drawings.

C. Stainless Steel Bolts

1. Where connections indicate the use of stainless-steel bolts, the bolts shall be installed to the snug tight condition. Connections shall include stainless steel washers under both the bolt head and the nut head. Lock washers shall be utilized for all connections and shall be placed under the nut head.

D. Concrete Anchors

1. Concrete at time of anchor installation shall be a minimum age of 21 days, have a minimum compressive strength of 2500 psi, and shall be at least 50 degrees F.

2. Concrete Anchor Testing:

a. At all locations, at least 10 percent of all concrete anchors installed shall be proof tested to 80% of the yield strength of the anchor rod, with a minimum of one tested anchor per anchor group.

b. Contractor shall submit a plan and schedule indicating locations of anchors to be proof tested, load test values and proposed anchor testing procedure (including a diagram of the testing equipment proposed for use) to the Engineer for review prior to conducting any testing. Proof testing of anchors shall be in accordance with ASTM E3121 for the static tension test. If additional tests are required, inclusion of these tests shall be as stipulated on Contract Drawings.

c. Where Contract Documents indicate anchor design to be the Contractor’s responsibility, the Contractor shall submit a plan and schedule indicating locations of anchors to be proof tested and load test values, sealed by a

Professional Engineer currently registered in the State or Commonwealth in which the project is located. Documentation shall also be submitted indicating the Contractor's proof testing procedures have been reviewed and the proposed procedures are acceptable. Proof testing procedures shall be in accordance with ASTM E3121.

d. Concrete Anchors shall have no visible indications of displacement or damage during or after the proof test. Concrete cracking in the vicinity of the anchor after loading shall be considered a failure. Anchors exhibiting damage shall be removed and replaced. If more than 5 percent of tested anchors fail, then 100 percent of anchors shall be proof tested.

e. Proof testing of concrete anchors shall be performed by an independent testing laboratory hired directly by the Contractor and approved by the Engineer. The Contractor shall be responsible for costs of all proof testing, including additional testing required due to previously failed tests.

3. All concrete anchors shall be installed in strict conformance with the manufacturer's printed installation instructions. A representative of the manufacturer shall be on site when required by the Engineer.

4. All holes shall be drilled in accordance with the manufacturer's instructions except that cored holes shall not be allowed unless specifically approved by the Engineer. If cored holes are allowed, cored holes shall be roughened in accordance with manufacturer requirements. Thoroughly clean drill holes of all debris, drill dust, and water in accordance with the manufacturer's instructions prior to installation of adhesive and threaded rod unless otherwise recommended by the manufacturer. Degree of hole dampness shall be in strict accordance with manufacturer recommendations. Installation conditions shall be either dry or water saturated. Water filled or submerged holes shall not be permitted unless specifically approved by the Engineer. Injection of adhesive into the hole shall be performed to minimize the formation of air pockets in accordance with the manufacturer's instructions. Wipe rod free from oil that may be present from shipping or handling.

5. All adhesive anchor installations in the horizontal to vertically overhead orientation shall be conducted by a certified Adhesive Anchor Installer as certified by ACI/CSRI per ACI 318-11 D.9.2.2. Current AAI Certificate must be submitted to the Engineer of Record prior to commencement of any adhesive anchor installations.

E. Other Bolts

1. All dissimilar metal shall be connected with appropriate fasteners and shall be isolated via an approved dielectric.

2. All stainless-steel bolts shall be coated with anti-seize lubricant.

3.03 WELDING

A. All welding shall comply with AWS Code for procedures, appearance, quality of welds, qualifications of welders and methods used in correcting welded work.

B. Welded stud connectors shall be installed in accordance with AWS D1.1.

C. Welds shown on the Drawings with a field weld symbol shall be field welded. All other welds shall be shop welded unless specifically approved by the Engineer.

3.04 INSPECTION

A. High strength bolting will be visually inspected in accordance with RCSC “Specification for Structural Joints Using High Strength Bolts”. Rejected bolts shall be either replaced or retightened as required.

B. Field welds will be visually inspected in accordance with AWS Codes. Inadequate welds shall be corrected or redone as required in accordance with AWS Codes.

C. Post-installed concrete anchors shall be inspected as required by ACI 318.

3.05 CUTTING OF EMBEDDED REBAR

A. The Contractor shall not cut embedded rebar cast into structural concrete during installation of post-installed fasteners without prior approval of the Engineer.

END OF SECTION

SECTION 09 90 00
PAINTING

PART 1 – GENERAL

1.01 THE REQUIREMENT

A. Furnish labor, materials, equipment and appliances required for complete execution of Work shown on Drawings and Specified herein.

B. Section Includes:

1. Paint Materials
2. Shop Painting
3. Field Painting
    a. Surface Preparation
    b. Piping and Equipment Identification
    c. Schedule of Colors
    d. Work in Confined Spaces
    e. OSHA Safety Colors

1.02 RELATED SECTIONS

A. Not used

1.03 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

A. Without limiting the generality of these specifications, the Work shall conform to the applicable requirements of the following documents:

1. SSPC – The Society for Protective Coatings Standards
    a. SSPC-Vis 1 – Pictorial Surface Preparation Standards for Painting Steel Structures
    b. SSPC-SP2 – Hand Tool Cleaning
    c. SSPC-SP3 – Power Tool Cleaning

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d. SSPC-SP5/NACE 1 – White Metal Blast Cleaning

e. SSPC-SP6/NACE 3 – Commercial Blast Cleaning

f. SSPC-SP7/NACE 4 – Brush-off Blast Cleaning

g. SSPC-SP10/NACE 2 – Near-White Metal Blast

h. SSPC-SP11 – Power Tool Cleaning to Bare Metal

i. SSPC-SP13/NACE6 – Surface Preparation of Concrete

2. ICRI – International Concrete Repair Institute

3. NACE – National Association of Corrosion Engineers

4. NAFP – The National Association of Pipe Fabricators

5. ASTM D1737 – Test Method for Elongation of Attached Organic Coatings with Cylindrical Mandrel Apparatus

6. ASTM B117 – Method of Salt Spray (Fog) Testing

7. ASTM D4060 – Test Method for Abrasion Resistance of Organic Coating by the Taber Abraser

8. ASTM D3359 – Method for Measuring Adhesion by Tape Test

1.04 SUBMITTALS

A. In accordance with the procedures and requirements set forth in Section 01 33 00 – Submittal Procedures, submit the following:

1. Manufacturer's literature and Material Safety Data Sheets for each product.

2. Painting schedule identifying surface preparation and paint systems proposed. Cross reference with Tables 1 and 2. Provide the name of the paint manufacturer, and name, address, and telephone number of manufacturer's representative who will inspect the work. Submit schedule for approval as soon as possible following the Award of Contract, so approved schedule may be used to identify colors and specify shop paint systems for fabricated items. Manufacturer shall substitute paint system with equal performance where required for VOC compliance.

3. Contractor shall submit Q.C. Inspection plan describing all tests and inspections task to be performed. Include copy of daily log showing environmental conditions measurements and frequency. Copy of completed log shall be provided at completion of work.

1.05 SYSTEM DESCRIPTION

A. Work shall include surface preparation, paint application, inspection of painted surfaces and corrective action required, protection of adjacent surfaces, cleanup and appurtenant work required for the proper painting of all surfaces to be painted. Surfaces to be painted are designated within the Painting Schedule and may include new and existing piping, miscellaneous metals, equipment, buildings, exterior fiberglass, exposed electrical conduit and appurtenances.

B. Perform Work in strict accordance with manufacturer's published recommendations and instructions, unless the Engineer stipulates that deviations will be for the benefit of the project.

C. Paint surfaces which are customarily painted, whether indicated to be painted or not, with painting system applied to similar surfaces, areas and environments, and as approved by Engineer.

D. Piping and equipment shall receive color coding and identification. Equipment shall be the same color as the piping system.

1.06 QUALITY ASSURANCE

A. Painting operations shall be accomplished by skilled craftsman and licensed by the state/commonwealth to perform painting work.

B. Provide a letter indicating that the painting applicator has five years of experience, and 5 references which show previously successful application of the specified or comparable painting systems. Include the name, address, and the telephone number for the Owner of each installation for which the painting applicator provided services.

C. Contractor shall coordinate Q.C Inspections.

D. Notify Owner and Engineer at completion of surface preparation, priming application and final cure to allow inspection by Owner and Engineer or their Third-Party Inspector.

1.07 STORAGE AND DELIVERY

A. Bring materials to the job site in the original sealed and labeled containers.

B. Container label to include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.

C. Store paint materials at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

PART 2 – MATERIALS

2.01 GENERAL INFORMATION

A. The term "paint" is defined as both paints and coatings including emulsions, enamels, stains, varnishes, sealers, and other coatings whether organic or inorganic and whether used as prime, intermediate, or finish coats.

B. Purchase paint from an approved manufacturer. Manufacturer shall assign a representative to inspect application of their product both in the shop and field. The manufacturer's representative shall submit a report to the Engineer at the completion the Work identifying products used and verifying that surfaces were properly prepared, products were properly applied, and the paint systems were proper for the exposure and service.

C. Provide primers and intermediate coats produced by same manufacturer as finish coat. Use only thinners approved by paint manufacturer, and only within manufacturer's recommended limits.

D. Ensure compatibility of total paint system for each substrate. Test shop primed equipment delivered to the site for compatibility with final paint system. Provide an acceptable barrier coat or totally remove shop applied paint system when incompatible with system specified, and repaint with specified paint system.

E. Use painting materials suitable for the intended use and recommended by paint manufacturer for the intended use.

F. Require that personnel perform work in strict accordance with the latest requirements of OSHA Safety and Health Standards for construction. Meet or exceed requirements of regulatory agencies having jurisdiction and the manufacturer's published instructions and recommendations. Maintain a copy of all Material Safety Data Sheets at the job site of each product being used prior to commencement of work. Provide and require that personnel use protective and safety equipment in or about the project site. Provide respiratory devices, eye and face protection, ventilation, ear protection, illumination and other safety devices required to provide a safe work environment.

2.02 ACCEPTABLE MANUFACTURERS

A. Subject to compliance with the Specifications, provide products from one of the following manufacturers:

1. Tnemec Company Inc.

2. PPG

3. CARBOLINE

4. Sherwin-Williams

5. International Paints (Akzo Nobel)

PART 3 – EXECUTION

3.01 SHOP PAINTING

A. Shop prime fabricated steel and equipment with at least one shop coat of prime paint compatible with finish paint system specified. Prepare surface to be shop painted in strict accordance with paint manufacturer's recommendations and as specified. Finish coats may be shop applied, if approved by the Engineer. Package, store and protect shop painted items until they are incorporated into Work. Repair painted surfaces damaged during handling, transporting, storage, or installation to provide a painting system equal to the original painting received at the shop.

B. Identify surface preparation and shop paints on Shop Drawings. Verify compatibility with field applied paints.

C. Coordinate shop painting and field coating to ensure item is delivered and field coating occurs within recoat window of shop painted system requirements.

3.02 SURFACE PREPARATION

A. General

1. Surfaces to be painted shall be clean and dry, and free of dust, rust, scale, and foreign matter. No solvent cleaning, power or hand tool cleaning shall be permitted unless approved by the Engineer.

2. Protect or remove, during painting operations, hardware, accessories, machined surfaces, nameplates, lighting fixtures, and similar items not intended to be painted prior to cleaning and painting. Reposition items removed upon completion of painting operations.

3. Examine surfaces to be coated to determine that surfaces are suitable for specified surface preparation and painting. Report to Engineer surfaces found to be unsuitable in writing. Do not start surface preparation until unsuitable surfaces have been corrected. Starting surface preparation precludes subsequent claim that such surfaces were unsuitable for the specified surface preparation or painting.

4. Surface preparation shall be in accordance with specifications and manufacturer's recommendations. Provide additional surface preparation, and fill coats where manufacturer recommends additional surface preparation, in addition to requirements of specification.

5. Touch-up shop or field applied coatings damaged by surface preparation or any other activity, with the same shop or field applied coating; even to the extent of applying an entire coat when required to correct damage prior to application of the next coating. Touchup coats are in addition to the specified applied systems, and not considered a field coat.

6. Protect motors and other equipment during blasting operation to ensure blasting material is not blown into motors or other equipment. Inspect motors and other equipment after blasting operations and certify that no damage occurred, or where damage occurred, the proper remedial action was taken.

7. Field paint shop painted equipment in compliance with Color Coding and as approved by Engineer.

B. Metal Surface Preparation

1. Prepare all welds to a minimum NACE weld preparation level “C” per NACE Standard SP0178. Provide additional weld preparation where required by the coating manufacturer. Contractor shall provide NACE SP0178 weld mold visual aids on site for evaluation of all weld preparation.

2. Conform to current The Society for Protective Coatings Standards (SSPC) Specifications for metal surface preparation. Use SSPC-Vis-1 pictorial standards or NACE visual standards TM-01-70 or TM-01-75 to determine cleanliness of abrasive blast cleaned steel.

3. Perform blast cleaning operations for metal when following conditions exist:

   a. Moisture is not present on the surface.

   b. Relative humidity is below 80%.

   c. Ambient and surface temperatures are 5°F or greater than the dew point temperature.

   d. Painting or drying of paint is not being performed in the area.

   e. Equipment is in good operating condition.

   f. Proper ventilation, illumination, and other safety procedures and equipment are being provided and followed.

4. Abrasive blast ferrous metals to be shop primed, or component mechanical equipment in accordance with SSPC-SP5, White Metal Blast.

5. Abrasive blast field prepared ferrous metals in accordance with SSPC-SP10, Near White Metal Blast, where metal is to be submerged, in a corrosive environment, or in severe service. Provide a 3.0 mil minimum angular anchor profile unless recommended otherwise by the coating manufacturer in writing.

6. Abrasive blast field prepared ferrous metals in accordance with SSPC-SP6 Commercial Blast, where metal is to be used in mild or moderate service, or non-corrosive environment or weathering exposure. Provide a 1.5 mil minimum angular anchor profile unless recommended otherwise by the coating manufacturer in writing.

7. Clean nonferrous metals, copper, or galvanized metal surfaces in accordance to SSPC-SP1, Solvent Cleaning, or give one coat of metal passivator or metal conditioner compatible with the complete paint system. Galvanized metal shall be prepared in accordance with SSPC SP-16. Abrasive blast clean to increase mechanical adhesion in accordance with ASTM D6386, Standard Practice for Preparation of Zinc (Hot-Dip Galvanized) Coated Iron and Steel Product and Hardware Surfaces for Painting when required by coating manufacturer. Provide a 1.5 mil minimum angular anchor profile unless recommended otherwise by the coating manufacturer in writing.

8. Abrasive blast clean internal and external ductile iron pipe surfaces prior to coating in accordance with NAPF 500-03-04, Surface Preparations Standard for Abrasive Blast Cleaning of Ductile Iron Pipe. Abrasive blast clean internal and external cast ductile iron and cast-iron fitting surfaces in accordance with NAPF-03-05.

9. Prime cleaned metals immediately after cleaning to prevent rusting.

10. Clean rusted metals down to bright metal by abrasive blasting and immediately field primed.

C. Concrete Surface Preparation

1. Cure concrete a minimum of 28 days at 75° F before surface preparation, and painting begins. Allow more time at lower temperatures if specified by paint manufacturer.

2. Test concrete for pH and salts using test methods recommended by the paint manufacturer. A minimum of one test per 1000 square feet of area to be coated shall be performed unless approved otherwise by Engineer. Do not begin surface preparation, or painting until acceptable to manufacturer.

3. Moisture content of concrete and masonry surfaces shall conform to manufacturer's recommended limits, and as listed in SSPC-SP13/NACE 6 Section 6 Acceptance Criteria Table 1. Floor surfaces to be coated shall be tested in

accordance with ASTM F1869 – Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride or as required by the coating manufacturer. Moisture vapor transmission shall not exceed three pounds per 1,000 square feet in a 24-hour period or less if specified by Coating Manufacturer. Vertical and horizontal overhead surfaces shall be tested in accordance with ASTM F2170 – Standard Test Method for Determining Relative Humidity in Concrete using in situ Probes (relative humidity shall not exceed 80% or as required by the coating manufacturer) or with ASTM D4263 – Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Test Method (test results shall be no moisture present). Engineer or Coating Manufacturer Representative shall specify all test locations. A minimum of one test per 1000 square feet of area to be coated shall be performed unless approved otherwise by Engineer.

4. Prepare concrete surfaces to receive coatings in accordance with NACE 6/SSPC-13 – Joint Surface Preparation Standards and ICRI Technical Guidelines. Remove contaminants, open bugholes, surface voids, air pockets, and other subsurface irregularities using abrasive blasting, shot blasting, water jetting or mechanical abrading. Use dry, oil-free air for blasting operations. Surface texture after blasting shall achieve profile as required by manufacturer or where not defined by manufacturer, profile shall be a minimum ICRI-CSP 5 surface profile. Remove residual abrasives, dust, and loose particles by vacuuming or other approved method.

5. Surface defects, such as hollow areas, bugholes, honeycombs, and voids shall be filled with polymeric or waterborne epoxy cementitious filler compatible with painting system. Complete fill coats may be used in addition to specified painting system and as approved by the Engineer. Fins, form marks, and all protrusions or rough edges shall be removed.

6. Repair existing concrete surfaces which are deteriorated to the point that surface preparation exposes aggregate with fill coats or patching mortar as recommended by paint manufacturer and as directed by the Engineer.

7. Clean concrete of all dust, form oils, curing compounds, oil, tar, laitance, efflorescence, loose mortar, and other foreign materials before paints are applied.

8. To ease coating around outside corners, provide ¾-inch chamfered edges on all new concrete outside corners and grind existing concrete outside corners to a minimum radius of ¾-inch.

9. Unless recommended otherwise by the coating manufacturer, provide ¼” deep by ¼” wide tool cut terminations at 1-inch maximum from all coating edges for anchorage. Provide terminations around all equipment, piping, openings, gates, top and bottom of walls, stop locations of each day’s work and overlap onto

previously completed work. Transition coating 3-inches onto interior lining of piping except where coating compatibility concerns are noted by coating manufacturer.

10. Apply epoxy or polymeric filler compatible with painting system to all inside corners of areas to be coated with a margin trowel to form a continuous 45-degree cant cove across corners with a minimum dimension of 1.5-inch. Roughen or prepare cured filler as recommended by coating manufacturer for proper coating adhesion.

11. All equipment grouting shall be installed and cured prior to starting coating work. Coating shall be applied over grout up to the edges of all equipment, gates and uninterrupted piping unless specifically noted otherwise.

D. Wood

1. Clean wood surfaces free of all foreign matter, with cracks and nail holes and other defects properly filled and smoothed. Remove sap and resin by scraping and wipe clean with rags dampened with mineral spirits.

2. Saturate end grain, cut wood, knots, and pitch pockets with an appropriate sealer before priming.

3. Prime and backprime wood trim before setting in place.

4. After prime coat has dried, fill nailholes, cracks, open joints, and other small holes with approved spackling putty. Lightly sand wood trim prior to applying second coat of paint.

E. Castings

1. Prepare castings for painting by applying a brush or a knife-applied filler. Fillers are not to be used to conceal cracks, gasholes, or excessive porosity.

2. Apply one coat of primer with a minimum thickness of 1.2 mils in addition to coats specified. Allow sufficient drying time before further handling.

F. Masonry

1. Cure for a minimum of 30 days prior to paint application.

2. Clean masonry surfaces free from all dust, dirt, oil, grease, loose mortar, chalky deposits, efflorescence, and other foreign materials.

3. Test masonry for moisture content. Use test method recommended by paint manufacturer. Do not begin painting until moisture content is acceptable to manufacturer.

G. Gypsum Drywall

1. Sand joint compound with sandpaper to provide a smooth flat surface. Avoid sanding of adjacent drywall paper.

2. Remove dust, dirt, and other contaminants.

H. Previously-Painted Surfaces

1. Totally remove existing paint when: surface is to be submerged in a severe environment, paint is less than 75% intact, brittle, eroded or has underfilm rusting.

2. Surfaces which are greater than 75% intact require removal of failed paints and then spot primed. Spot priming is in addition to coats specified.

3. Remove surface contamination such as oil, grease, loose paint, mill scale, dirt, foreign matter, rust, mold, mildew, mortar, efflorescence, and sealers.

4. Clean and dull glossy surfaces prior to painting in accordance with the manufacturer's recommendations.

5. Check existing paints for compatibility with new paint system. If incompatible, totally remove existing paint system or apply a barrier coat recommended by the paint manufacturer. Remove existing paints of undetermined origin. Prepare a test patch of approximately 3 square feet over existing paint. Allow test patch to dry thoroughly and test for adhesion. If proper adhesion is not achieved remove existing paint and repaint.

3.03 APPLICATION OF PAINT

A. Apply paint by experienced painters with brushes or other applicators approved by the Engineer, and paint manufacturer.

B. Apply paint without runs, sags, thin spots, or unacceptable marks.

C. Apply at rate specified by the manufacturer to achieve at least the minimum dry mil thickness specified. Apply additional coats, if necessary, to obtain thickness.

D. Special attention shall be given to nuts, bolts, edges, angles, flanges, welds, etc., where insufficient film thicknesses are likely. Stripe paint outside corners and edges in accordance with SSPC PA Guide 11. Stripe painting shall be in addition to coats specified.

E. Perform thinning in strict accordance with the manufacturer's instructions, and with the full knowledge and approval of the Engineer and paint manufacturer.

F. Allow paint to dry a minimum of twenty-four hours between application of any two coats of paint on a particular surface, unless shorter time periods are a requirement by the manufacturer. Longer drying times may be required for abnormal conditions as defined by the Engineer and paint manufacturer. Do not exceed manufacturer's recommended drying time between coats.

G. Suspend painting when any of the following conditions exist:

1. Rainy or excessively damp weather.

2. Relative humidity exceeds 85%.

3. General air temperature cannot be maintained at 50°F or above through the drying period, except on approval by the Engineer and paint manufacturer.

4. Relative humidity will exceed 85% or air temperature will drop below 40°F within 18 hours after application of paint.

5. Surface temperature of item is within 5 degrees of dewpoint.

6. Dew or moisture condensation are anticipated.

7. Surface temperature exceeds the manufacturer's recommendations.

H. Where application of coating across concrete control joints or expansion joints has the potential to crack, turn coating into joints and caulk joints with a sealant compatible with coating rated for the intended service per Section 07 90 00 – Joint Fillers, Sealants, Caulking.

3.04 INSPECTION

A. Each field coat of paint will be inspected and approved by the Engineer or his authorized representative before succeeding coat is applied. Tint successive coats so that no two coats for a given surface are exactly the same color. Tick-mark surfaces to receive black paint in white between coats.

B. Use magnetic dry film thickness gauges and wet fiber thickness gauges for quality control. Furnish magnetic dry film thickness gauge for use by the Engineer.

C. Coatings shall pass a holiday detector test.

D. Determination of Film Thickness: Randomly selected areas, each of at least 107.5 contiguous square feet, totaling at least 5% of the entire control area shall be tested. Within this area, at least 5 squares, each of 7.75 square inches, shall be randomly selected. Three readings shall be taken in each square, from which the mean film thickness shall be calculated. No more than 20 percent of the mean film thickness

measurements shall be below the specified thickness. No single measurement shall be below 80 percent of the specified film thickness. Total dry film thickness greater than twice the specified film thickness shall not be acceptable. Areas where the measured dry film thickness exceeds twice that specified shall be completely redone unless otherwise approved by the Engineer. When measured dry film thickness is less than that specified additional coats shall be applied as required.

E. Holiday Testing: Holiday test painted ferrous metal surfaces which will be submerged in water or other liquids, or surfaces which are enclosed in a vapor space in such structures. Mark areas which contain holidays. Repair or repaint in accordance with paint manufacturer's printed instructions and retest.

1. Dry Film Thickness Exceeding 20 Mils: For surfaces having a total dry film thickness exceeding 20 mils: Pulse-type holiday detector such as Tinker & Rasor Model AP-W, D.E. Stearns Co. Model 14/20, shall be used. The unit shall be adjusted to operate at the voltage required to cause a spark jump across an air gap equal to twice the specified coating thickness.

2. Dry Film Thickness of 20 Mils or Less: For surfaces having a total dry film thickness of 20 mils or less: Tinker & Rasor Model M1 non-destructive type holiday detector, K-D Bird Dog, shall be used. The unit shall operate at less than 75-volts. For thicknesses between 10 and 20 mils, a non-sudsing type wetting agent, such as Kodak Photo-Flow, shall be added to the water prior to wetting the detector sponge.

F. Paint manufacturer’s NACE certified representative shall provide their services as required by the Engineer. Services shall include, but not be limited to, inspecting existing paint, determination of best means of surface preparation, inspection of completed work, and final inspection of painted work 11 months after the job is completed.

3.05 PROTECTION OF ADJACENT PAINT AND FINISHED SURFACES

A. Use covers, masking tape, other method when protection is necessary, or requested by Owner or Engineer. Remove unwanted paint carefully without damage to finished paint or surface. If damage does occur, repair the entire surface adjacent to and including the damaged area without visible lapmarks and without additional cost to the Owner.

B. Take all necessary precautions to contain dispersion of abrasive blasting debris and paint to the limits of the work. Take into account the effect of wind and other factors which may cause dispersion of the abrasive blasting debris and paint. Suspend painting operations when abrasive blasting debris or paint cannot be properly confined. Assume all responsibilities and cost associated with damage to adjacent structures, vehicles, or surfaces caused by the surface preparation and painting operations.

3.06 PIPING AND EQUIPMENT IDENTIFICATION

A. Note Used

3.07 SCHEDULE OF COLORS

A. Match colors indicated. Colors which are not indicated shall be selected from the manufacturer's full range of colors by the City. No variation shall be made in colors without the Engineer's approval. Color names and numbers shall be identified according to the appropriate color chart issued by the manufacturer of the particular product in question.

3.08 WORK IN CONFINED SPACES

A. Provide and maintain safe working conditions for all employees. Supply fresh air continuously to confined spaces through the combined use of existing openings, forceddraft fans and temporary ducts to the outside, or direct air supply to individual workers. Exhaust paint fumes to the outside from the lowest level in the contained space. Provide explosionproof electrical fans, if in contact with fumes. No smoking or open fires will be permitted in, or near, confined spaces where painting is being done. Follow OSHA, state/commonwealth, and local regulations at all times.

3.09 OSHA SAFETY COLORS

A. Paint wall around wall-mounted breathing or fire apparatus with the appropriate safety red color; area not to exceed 2 feet wide by 3 feet high, unless apparatus covers the area. Fire apparatus include fire hoses, extinguisher, and hydrants.

B. Paint hazardous areas and objects in accordance with OSHA regulations.

3.10 VOC REGULATIONS

A. Provide paint systems in accordance with local, state, and federal regulations. Where paint systems shown in schedule do not comply substitute equal products with VOC limits which comply with local, state, and federal regulations.

Table 1: Painting Schedule

Surface	Application	Painting System and No. of Coats	Product Reference (Table 2)	Total Min. Dry Film Thickness (Mils)
Concrete and Masonry				
Electrical Room of Electrical Building Nearby the Effluent Pump Station	See Structural Drawings	See Structural Drawings	See Structural Drawings	See Structural Drawings
Metals				
Interior and exterior nonsubmerged (gloss)	Motors, mechanical equipment, valves, pump discharge head, top of sole plate and piping.	1 coat epoxy polyamide primer 1 coat epoxy polyamide 1 coat aliphatic polyurethane	104 102 115	4-6 4-6 3-5
Interior insulated		1 coat acrylic latex	103	4
Submerged Wastewater or Treated Wastewater Effluent	Effluent Pump No. 3 pump bowl assembly, pump discharge column (interior and exterior) and underside of soleplate.	2 coats high solids epoxy	119	8-10/coat
Steel doors, windows and door frames, steel stairs, monorails, structural steel, misc. metals (steel), galvanized lintels,		1 coat epoxy polyamide 1 coat aliphatic polyurethane	102 115	5-8 3-4
Aluminum surfaces in contact with concrete		2 coats coal tar	107	26
Shop Primed Structural Steel	Pre-Engineered Buildings	1 tie coat 1 coat epoxy 1 coat epoxy	113 114 120	2-3 3-4 3-4

Table 2: Product Listing

Ref.	System	Purpose	Product			
			Tnemec Series	PPG/AMERON	CARBOLINE	Sherwin-Williams
101	Acrylic filler	Primer-sealer	130-6601	BLOXFIL 4000	Sanitile 100	Cement-Plex 875
102	Epoxy polyamide	Finish coat semi-gloss or gloss	N69	AMERLOCK 2	Carboguard 890	Macropoxy 646
103	Acrylic latex	Sealer	1028/1029	PITT TECH PLUS	Carbocrylic 3359DTM	DTM Acrylic Primer/Finish
104	Epoxy Polyamide – metal	Primer	66	AMERCOAT 385	Carboguard 893SG	Macropoxy 646
105	Epoxy	Primer/Finish	N140	AMERLOCK 2	Carboguard 61/891VOC	Macropoxy 646 PW
106	Coal tar epoxy	Finish high-coat build	46H-413	AMERCOAT 78HB	Bitumastic 300M	Hi-Mil Sher Tar Epoxy
107	Coal tar	Sealer	46-465	AMERCOAT 78HB	Bitumastic 300M	Hi-Mil Sher Tar Epoxy
108	Alkyd-medium oil	Finish coat	2H	DEVGUARD 4308	Carbocoat 8215	Industrial Enamel
109	Alkyd-long oil	Finish coat	1029	DEVGUARD 4308	Carbocoat 8215	Industrial Enamel
110	Epoxy polyamide	Primer	66-1211	AMERCOAT 385	Carboguard 893SG	Macropoxy 646
112	Epoxy polyamide	Sealer	66-1211	AMERCOAT 385	Carboguard 893SG	Macropoxy 920 Pre-Prime
113	Urethane	Barrier coat	530	AMERLOCK SEALER	Rustbond	-
114	Polyamine Epoxy	Intermediate coat	27	AMERLOCK 385	Carboguard 893SG	-
115	Aliphatic Polyurethane	Finish coat	1094 or 1095	AMERCOAT 450 HS	Carbothane 134HG	Acrolon 218HS
116	Acrylic epoxy	Finish coat	113 or 114	AQUAPON WB	Sanitile 255	Water-Based Catalyzed Epoxy
117	Epoxy block filler	Sealer	1254	AMERLOCK 114	Sanitile 500	Kem Cati-Coat HS Epoxy Filler
118	Catalyzed epoxy	Finish coat	84	AMERLOCK 2/400	Carboguard 890	Macropoxy 646
119	High solids epoxy	Finish coat	104	AMERLOCK 400	Carboguard 890	Dura-Plate 235
120	Epoxy	Top coat	N69	AMERLOCK 2/400	Carboguard 890	-

END OF SECTION

SECTION 26 05 00
BASIC ELECTRICAL REQUIREMENTS

PART 1 – GENERAL

1.01 THE REQUIREMENT

A. The Contractor shall furnish all labor, materials, tools, and equipment, and perform all work and services necessary for, or incidental, to the furnishing and installation of all electrical work as shown on the Drawings, and as specified in accordance with the provisions of the Contract Documents and completely coordinate with the work of other trades involved in the general construction. Although such work is not specifically shown or specified, all supplementary or miscellaneous items, appurtenances, and devices incidental to or necessary for a sound, secure, and complete installation shall be furnished and installed as part of this work. The Contractor shall obtain approved Shop Drawings showing wiring diagrams, connection diagrams, roughing-in and hook up details for all equipment and comply therewith. All electrical work shall be complete and left in operating condition in accordance with the intent of the Drawings and the Specifications for the electrical work.

B. Reference Process Control Riser Diagram for scope of work details as they relate to the pump control.

C. The electrical scope of work for this project primarily includes, but is not limited to, the following:

1. Furnish and install motor control equipment including reduced voltage motor starters and variable frequency drives.

2. Furnish and install all aboveground raceway systems including conduit, fittings, boxes, supports, and other pertinent components.

3. Furnish and install all wire and cable resulting in a complete and operable electrical system.

4. Other electrical work as specified herein and indicated on the Drawings.

D. All material and equipment must be the product of an established, reputable, and approved manufacturer; must be new and of first-class construction; must be designed and guaranteed to perform the service required; and must bear the label of approval of the Underwriters Laboratories, Inc., where such approval is available for the product of the listed manufacturer as approved by the Engineer.

E. When a specified or indicated item has been superseded or is no longer available, the manufacturer's latest equivalent type or model of material or equipment as approved by the Engineer shall be furnished and installed at no additional cost to the Owner.

F. Where the Contractor's selection of equipment of specified manufacturers or additionally approved manufacturers requires changes or additions to the system design, the Contractor shall be responsible in all respects for the modifications to all system designs, subject to approval of the Engineer. The Contractor's bid shall include all costs for all work of the Contract for all trades made necessary by such changes, additions or modifications or resulting from any approved substitution.

G. Furnish and install all stands, racks, brackets, supports, and similar equipment required to properly serve the equipment which is furnished under this Contract, or equipment otherwise specified or indicated on the Drawings.

H. All electrical components and systems, including electrical equipment foundations, shall be designed to resist operational forces as well as lateral sway and axial motion from hurricane winds.

1.02 EQUIPMENT LOCATION

A. The Drawings show the general location of feeders, transformers, outlets, conduits, and circuit arrangements. Because of the small scale of the Drawings, it is not possible to indicate all of the details involved. The Contractor shall carefully investigate the structural and finish conditions affecting the work and shall arrange such work accordingly; furnishing such fittings, junction boxes, and accessories as may be required to meet such conditions. The Contractor shall refer to the entire Drawing set to verify openings, special surfaces, and location of other equipment, or other special equipment prior to roughing-in for panels, switches, and other outlets. The Contractor shall verify all equipment dimensions to ensure that proposed equipment will fit properly in spaces indicated.

B. Where outlets are shown near identified equipment furnished by this or other Contractors, it is the intent of the Specifications and Drawings that the outlet be located at the equipment to be served. The Contractor shall coordinate the location of these outlets to be near the final location of the equipment served whether placed correctly or incorrectly on the Drawings.

1.03 LOCAL CONDITIONS

A. The Contractor shall examine the site and become familiar with conditions affecting the work. The Contractor shall investigate, determine, and verify locations of any overhead or buried utilities on or near the site, and shall determine such locations in conjunction with all public and/or private utility companies and with all authorities having jurisdiction.

All costs, both temporary and permanent to connect all utilities, shall be included in the Bid.

B. The Contractor is responsible for coordinating all electric utility equipment installations with the serving electric utility. The Contractor shall furnish and install all electric utility equipment required by the electric utility to be installed by the Contractor whether specifically shown on the Drawings or not.

1.04 SUBMITTALS

A. In accordance with the procedures and requirements set forth in Section 01 33 00 – Submittal Procedures and the requirements of the individual Specification Sections, the Contractor shall obtain from the equipment manufacturer and submit the following:

1. Shop Drawings
2. Operation and Maintenance Manuals
3. Spare Parts List
4. Proposed Testing Methods and Reports of Certified Shop Tests
5. Reports of Certified Field Tests
6. Manufacturer’s Representative’s Certification

B. Submittals shall be sufficiently complete in detail to enable the Engineer to determine compliance with Contract requirements.

C. Submittals will be approved only to the extent of the information shown. Approval of an item of equipment shall not be construed to mean approval for components of that item for which the Contractor has provided no information.

D. Some individual electrical specification sections may require a Compliance, Deviations, and Exceptions (CD&E) letter to be submitted. If the CD&E letter is required and shop drawings are submitted without the letter, the submittal will be rejected. The letter shall include all comments, deviations and exceptions taken to the Drawings and Specifications by the Contractor AND Equipment Manufacturer/Supplier. This letter shall include a copy of this specification section. In the left margin beside each and every paragraph/item, a letter "C", "D", or "E" shall be typed or written in. The letter "C" shall be for full compliance with the requirement. The letter "D" shall be for a deviation from the requirement. The letter "E" shall be for taking exception to a requirement. Any requirements with the letter "D" or "E" beside them shall be provided with a full typewritten explanation of the deviation/exception. Handwritten explanation of the

deviations/exceptions is not acceptable. The CD&E letter shall also address deviations, and exceptions taken to each Drawing related to this Specification Section.

1.05 APPLICABLE CODES AND REQUIREMENTS

A. Conformance

1. Unless otherwise noted, all work, equipment and materials furnished shall conform with the latest available version of the existing rules, requirements and specifications of the following:

   a. Insurance Rating Organization having jurisdiction

   b. The serving electrical utility company

   c. The currently adopted edition of the National Electrical Code (NEC)

   d. The National Electric Manufacturers Association (NEMA)

   e. The Institute of Electrical and Electronic Engineers (IEEE)

   f. The Insulated Cable Engineers Association (ICEA)

   g. The American Society of Testing Materials (ASTM)

   h. The American National Standards Institute (ANSI)

   i. The requirements of the Occupational Safety Hazards Act (OSHA)

   j. The National Electrical Contractors Association (NECA) Standard of Installation

   k. National Fire Protection Association (NFPA)

   l. International Electrical Testing Association (NETA)

   m. All other applicable Federal, State/Commonwealth and local laws and/or ordinances.

2. All material and equipment shall bear the inspection labels of Underwriters Laboratories, Inc., if the material and equipment is of the class inspected by said laboratories.

B. Nonconformance

1. Any paragraph of requirements in these Specifications, or Drawings, deviating from the rules, requirements and Specifications of the above organizations shall be invalid and their (the above organizations) requirements shall hold precedent thereto. The Contractor shall be held responsible for adherence to all rules, requirements and specifications as set forth above. Any additional work or material necessary for adherence will not be allowed as an extra but shall be included in the Bid. Ignorance of any rule, requirement, or Specification shall not be allowed as an excuse for nonconformity. Acceptance by the Engineer does not relieve the Contractor from the expense involved for the correction of any errors which may exist in the drawings submitted or in the satisfactory operation of any equipment.

C. Certification

1. Where applicable, upon completion of the work, the Contractor shall obtain certificate(s) of inspection and approval from the inspection organization having jurisdiction and shall deliver same to the Engineer and the Owner.

1.06 PERMITS AND INSPECTIONS

A. The Contractor shall reference the General Conditions and Section 01 11 00 – Summary of Work.

1.07 TEMPORARY LIGHTING AND POWER

A. The Contractor shall reference the General Conditions and Section 01 51 00 – Temporary Utilities.

1.08 TESTS

A. Upon completion of the installation, the Contractor shall perform tests for operation, load (Phase) balance, overloads, and short circuits. Tests shall be made with and to the satisfaction of the Owner and Engineer.

B. The Contractor shall perform all field tests and shall provide all labor, equipment, and incidentals required for testing and shall pay for electric power required for the tests. All defective material and workmanship disclosed shall be corrected by the Contractor at no cost to the Owner. The Contractor shall show by demonstration in service that all circuits and devices are in good operating condition. Test shall be such that each item of control equipment will function not less than five (5) times.

C. Refer to each individual specification section for detailed test requirements.

D. The Contractor shall complete the installation and field testing of the electrical installation at least two (2) weeks prior to the startup and testing of any equipment served by that electrical equipment. During the period between the completion of

electrical installation and the startup and testing of all other equipment, the Contractor shall make all components of the Work available as it is completed for their use in performing Preliminary and Final Field Tests.

E. Before each test commences, the Contractor shall submit a detailed test procedure, and also provide test engineer resume, personnel and scheduling information for the approval by the Engineer. In addition, the Contractor shall furnish detailed test procedures for any electrical equipment required as part of the field tests of other systems.

1.09 INFRARED INSPECTION

A. Just prior to the final acceptance of a piece of equipment, the Contractor shall perform an infrared inspection to locate and correct all heating problems associated with electrical equipment terminations.

B. Equipment located in hazardous areas shall be excluded from infrared testing requirements since the equipment in those areas is not intended to be operated while the enclosure is open. The infrared inspection shall apply to all new equipment and existing equipment in non-hazardous areas that is in any way modified under this Contract. All heating problems detected with new equipment furnished and installed under the Scope of this Contract shall be corrected by the Contractor at no additional cost to the Owner. All problems detected with portions of existing equipment modified under this Contract shall also be corrected by the Contractor at no additional cost to the Owner.

C. Any issues detected with portions of existing equipment that were not modified under this Contract are not the responsibility of the Contractor. Despite the Contractor not being held responsible for these problems, the Contractor shall report them to the Owner and Engineer immediately for resolution.

D. The infrared inspection report shall include both digital and IR pictures positioned side by side. Both the digital and IR pictures shall be clear and high quality. Fuzzy, grainy, or poorly illuminated pictures are not acceptable. The IR picture shall be provided with a temperature scale beside it, and an indication of the hot spot temperature in each picture. Reports shall be furnished in a 3-ring binder, with all pages printed in full color, with equipment assemblies separated by tabs.

1.10 PROTECTIVE DEVICE SETTING AND TESTING

A. All protective devices in the electrical equipment shall be set, adjusted, calibrated and tested in accordance with the manufacturers' recommendations, the coordination study, and best industry practice.

B. Proper operation of all equipment associated with the device under test and its compartment shall be verified, as well as complete resistance, continuity and polarity tests of power, protective and metering circuits. Any minor adjustments, repairs and/or lubrication necessary to achieve proper operation shall be considered part of this Contract.

C. All solid state trip devices shall be checked and tested for setting and operation using manufacturers recommended test devices and procedures.

D. Circuit breakers and/or contactors associated with the above devices shall be tested for trip and close functions with their protective device.

E. When completed, the Contractor shall provide a comprehensive report for all equipment tested indicating condition, readings, faults and/or deficiencies in same. Inoperative or defective equipment shall be brought immediately to the attention of the Engineer.

F. Prior to placing any equipment in service, correct operation of all protective devices associated with this equipment shall be demonstrated by field testing under simulated load conditions.

1.11 SCHEDULES AND FACILITY OPERATIONS

A. Since the equipment testing required herein shall require that certain pieces of equipment be taken out of service, all testing procedures and schedules must be submitted to the Engineer for review and approval one (1) month prior to any work beginning. When testing has been scheduled, the Engineer must be notified 48 hours prior to any work to allow time for load switching and/or alternation of equipment. In addition, all testing that requires temporary shutdown of facility equipment must be coordinated with the Owner/Engineer so as not to affect proper facility operations.

B. At the end of the workday, all equipment shall be back in place and ready for immediate use should a facility emergency arise. In addition, should an emergency condition occur during testing, at the request of the Owner, the equipment shall be placed back in service immediately and turned over to Owner personnel.

C. In the event of accidental shutdown of Owner equipment, the Contractor shall notify Owner personnel immediately to allow for an orderly restart of affected equipment.

D. Maintaining the operation of these facilities during the duration of the construction period is essential and required. The Contractor shall furnish and install temporary equipment as required to maintain facility operation. Reference Section 01 14 00 – Coordination with Owner’s Operations for construction sequencing and specific operational constraint information.

1.12 MATERIALS HANDLING

A. Materials arriving on the job site shall be stored in such a manner as to keep material free of rust and dirt and so as to keep material properly aligned and true to shape. Rusty, dirty, or misaligned material will be rejected. Electrical conduit shall be stored to provide protection from the weather and accidental damage. Rigid non-metallic conduit shall be stored on even supports and in locations not subject to direct sun rays or excessive heat. Cables shall be sealed, stored, and handled carefully to avoid damage to the outer covering or insulation and damage from moisture and weather. Adequate protection shall be required at all times for electrical equipment and accessories until installed and accepted. Materials damaged during shipment, storage, installation, or testing shall be replaced or repaired in a manner meeting with the approval of the Engineer. If space heaters are provided in a piece of electrical equipment, they shall be temporarily connected to a power source during storage. The Contractor shall store equipment and materials in accordance with Section 01 55 00 – Contractor Access and Parking.

1.13 WARRANTIES

A. Unless otherwise specified in an individual specification section, all electrical equipment and electrical construction materials shall be provided with a warranty in accordance with the requirements of Section 46 00 00 – Equipment General Provisions and the General Conditions.

1.14 TRAINING

A. Unless otherwise specified in an individual specification section, all training for electrical equipment shall be provided in accordance with the requirements of Section 46 00 00 – Equipment General Provisions.

PART 2 – PRODUCTS

2.01 PRODUCT REQUIREMENTS

A. Unless otherwise indicated, the materials to be provided under this Specification shall be the products of manufacturers regularly engaged in the production of all such items and shall be the manufacturer's latest design. The products shall conform to the applicable standards of UL and NEMA, unless specified otherwise. International Electrotechnical Commission (IEC) standards are not recognized. Equipment designed, manufactured, and labeled in compliance with IEC standards is not acceptable.

B. All items of the same type or ratings shall be identical. This shall be further understood to include products with the accessories indicated.

C. All equipment and materials shall be new, unless indicated or specified otherwise.

D. The Contractor shall submit proof if requested by the Engineer that the materials, appliances, equipment, or devices that are provided under this Contract meet the requirements of Underwriters Laboratories, Inc., in regard to fire and casualty hazards. The label of or listing by the Underwriters Laboratories, Inc., will be accepted as conforming to this requirement.

2.02 SUBSTITUTIONS

A. Unless specifically noted otherwise, any reference in the Specifications or on the Drawings to any article, service, product, material, fixture, or item of equipment by name, make, or catalog number shall be interpreted as establishing the type, function, and standard of quality and shall not be construed as limiting competition. The Contractor, in such cases may use any article, device, product, material, fixture, or item of equipment which in the judgment of the Engineer, expressed in writing, is equal to that specified.

2.03 CONCRETE

A. The Contractor shall furnish all concrete required for the installation of all electrical work, Concrete shall be Class A unless otherwise specified. Concrete and reinforcing steel shall meet the appropriate requirements of Division 03 of the Specifications.

B. The Contractor shall provide concrete equipment pads for all free-standing electrical apparatus and equipment located on new or existing floors or slabs. The Contractor shall provide all necessary anchor bolts, channel iron sills, and other materials as required. The exact location and dimensions shall be coordinated for each piece of equipment well in advance of the scheduled placing of these pads. Equipment pads shall be 4 inches high unless otherwise indicated on the Drawings and shall conform to standard detail for equipment pads shown on the Contract Drawings. Equipment pads shall not have more than 3” excess concrete beyond the edges of the equipment.

C. The Contractor shall provide concrete foundations for all free-standing electrical apparatus and equipment located outdoors or where floors or slabs do not exist and/or are not or provided by others under this Contract. The Contractor shall provide all necessary anchor bolts, channel iron sills, and other materials as required. The location and dimensions shall be coordinated for each piece of equipment well in advance of the scheduled placing of the foundations. Equipment foundations shall be constructed as detailed on the Drawings or if not detailed on the Drawings shall be 6 inches thick minimum reinforced with #4 bars at 12-inch centers each way placed mid-depth. Concrete shall extend 6 inches minimum beyond the extreme of the equipment base and be placed on a compacted stone bed (#57 stone or ABC) 6 inches thick minimum.

PART 3 – EXECUTION

3.01 CUTTING AND PATCHING

A. Coordination

1. The Work shall be coordinated between all trades to avoid delays and unnecessary cutting, channeling and drilling. Sleeves shall be placed in concrete for passage of conduit wherever possible.

B. Damage

1. The Contractor shall perform all chasing, channeling, drilling and patching necessary to the proper execution of this Contract. Any damage to the building, structure, or any equipment shall be repaired by qualified mechanics of the trades involved at the Contractor's expense. If, in the Engineer's judgment, the repair of damaged equipment would not be satisfactory, then the Contractor shall replace damaged equipment at the Contractor’s expense.

C. Existing Equipment

1. Provide a suitable cover or plug for openings created in existing equipment as the result of work under this Contract. For example, provide round plugs in equipment enclosures where the removal of a conduit creates a hole and the enclosure. Covers and plugs shall maintain the NEMA rating of the equipment enclosure. Covers and plugs shall be watertight when installed in equipment located outdoors.

3.02 EXCAVATION AND BACKFILLING

A. The Contractor shall perform all excavation and backfill required for the installation of all electrical work. All excavation and backfilling shall be in complete accordance with the applicable requirements of Division 31.

3.03 CORROSION PROTECTION

A. Wherever dissimilar metals, except conduit and conduit fittings, come into contact, the Contractor shall isolate these metals as required with neoprene washers, nine (9) mil polyethylene tape, or gaskets.

END OF SECTION

SECTION 26 05 19
LOW VOLTAGE CONDUCTORS AND CABLES

PART 1 – GENERAL

1.01 THE REQUIREMENT

A. The Contractor shall furnish, install, connect, test, and place in satisfactory operating condition, all low voltage (insulation rating less than or equal to 1000 volts) wire and cable indicated on the Drawings and as specified herein and/or required for proper operation. The work of connecting cables to equipment and devices shall be considered a part of this Section. All appurtenances required for the installation of wire and cable systems shall be furnished and installed by the Contractor.

B. The scope of this Section does not include internal wiring factory installed by electrical equipment manufacturers.

C. Reference Section 26 05 00 – Basic Electrical Requirements and Section 26 05 33.16 – Boxes for Electrical Systems.

1.02 CODES AND STANDARDS

A. Low voltage wire, cable, and appurtenances shall be designed, manufactured, and/or listed to the following standards as applicable:

1. Underwriters Laboratories (UL)

a. UL 13 – Standard for Power-Limited Circuit Cables

b. UL 44 – Thermoset-Insulated Wires and Cables

c. UL 83 – Thermoplastic-Insulated Wires and Cables

d. UL 1277 – Standard for Electrical Power and Control Tray Cables with Optional Optical-Fiber Members

e. UL 1581 – Reference Standard for Electrical Wires, Cables, and Flexible Cords

f. UL 1685 – Standard for Vertical-Tray Fire-Propagation and Smoke-Release Test for Electrical and Optical-Fiber Cables

g. UL 2250 – Standard for Instrumentation Tray Cable

h. UL 2556 – Wire and Cable Test Methods

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2. American Society for Testing and Materials (ASTM)

    a. ASTM B3 – Standard Specification for Soft or Annealed Copper Wire

    b. ASTM B8 – Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft

    c. ASTM B33 – Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes

    d. ASTM D69 – Standard Test Methods for Friction Tapes

    e. ASTM D4388 – Standard Specification for Nonmetallic Semi-Conducting and Electrically Insulating Rubber Tapes

3. Insulated Cable Engineers Association (ICEA)

    a. ICEA S-58-679 – Standard for Control, Instrumentation and Thermocouple Extension Conductor Identification

    b. ICEA T-29-250 – Conducting Vertical Cable Tray Flame Tests with Theoretical Heat Input Rate of 210,000 B.T.U./Hour

4. Institute of Electrical and Electronics Engineers (IEEE)

    a. IEEE 1202 – Standard for Flame Testing of Cables

1.03 SUBMITTALS

A. In accordance with the procedures and requirements set forth in the General Conditions and Section 01 33 00 – Submittal Procedures, the Contractor shall obtain from the wire and cable manufacturer and submit the following:

    1. Shop Drawings

    2. Reports of Field Tests

B. Each submittal shall be identified by the applicable Specification Section.

1.04 SHOP DRAWINGS

A. Each submittal shall be complete in all respects, incorporating all information and data listed herein and all additional information required for evaluation of the proposed material's compliance with the Contract Documents.

B. Partial, incomplete, or illegible Submittals will be returned to the Contractor without review for resubmittal.

C. Shop drawings shall include but not be limited to:

1. Product data sheets for the following:

a. Wire and cable

b. Power and control wire terminations

c. Instrumentation cable terminations

Pulling lubricant.

2. Cable pulling calculations (if required).

3. Wiring identification methods and materials.

D. The shop drawing information shall be complete and organized in such a way that the Engineer can determine if the requirements of these specifications are being met. Copies of technical bulletins, technical data sheets from "soft-cover" catalogs, and similar information which is "highlighted" or somehow identifies the specific equipment items the Contractor intends to provide are acceptable and shall be submitted.

1.05 CABLE PULLING CALCULATIONS

A. Prior to the installation of the wire and cable specified herein, the Contractor shall submit cable pulling calculations for Engineer review and approval when all of the following are true:

1. The amount of cable to be installed will be greater than 200 linear feet between pull points.

2. The installation will have one or more bends.

3. The wire and cable is size #1/0 AWG and larger.

B. Cable pulling calculations shall be performed by a currently registered Professional Engineer in the State or Commonwealth in which the project is located and shall define pulling tension and sidewall loading (sidewall bearing pressure values).

PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. The wire and cable to be furnished and installed for this project shall be the product of manufacturers who have been in the business of manufacturing wire and cable for a minimum of ten (10) years. Wire and cable shall be designed, constructed, and installed

in accordance with the best practices of the trade, and shall operate satisfactorily when installed as specified herein and indicated on the Drawings. Only one (1) manufacturer for each wire and cable type shall be permitted.

2.02 POWER AND CONTROL WIRE AND CABLE

A. Branch circuit power wiring for motors shall consist of insulated copper conductors rated for 90°C in both wet and dry locations, and 1000V for #8 and larger. Insulated conductors shall be UL 44 Listed as NEC Type XHHW-2 or RHW-2.

B. Power wire for all other loads and control wire shall consist of insulated copper conductors with a nylon (or equivalent) outer jacket. Conductor insulation shall be rated 90°C for dry locations, 75°C for wet locations, and 600V. Insulated conductors shall be UL 83 Listed as NEC Type THHN/THWN.

C. Unless specified otherwise herein, conductors shall be stranded copper per ASTM B-8 and B-3, with Class B or C stranding contingent upon the size. Power conductors for lighting and receptacle branch circuits shall be solid copper per ASTM B-3.

D. Power conductor size shall be no smaller than No. 12 AWG and Control conductor size shall be no smaller than No. 14 AWG.

E. Multi-conductor cable assemblies shall include a grounding conductor and an overall PVC jacket. The jacket shall be PVC and resistant to abrasion, sunlight, and flame in accordance with UL 1277. Multi-conductor cable assemblies shall be UL 1277 Listed as NEC Type TC (Power and Control Tray Cable).

F. Power wire and cable shall be as manufactured by the Okonite Company, the Southwire Company, General Cable, Encore Wire, or equal.

2.03 INSTRUMENTATION CABLE

A. For single-analog signal applications, instrumentation cable shall consist of a single, twisted pair or triad of individually insulated and jacketed copper conductors with an overall cable shield and jacket. Conductor insulation shall be rated 90°C in both wet and dry locations, and 600V. The jacket shall be PVC and resistant to abrasion, sunlight, and flame in accordance with UL 1277. Cable shall be UL 1277 Listed as NEC Type TC (Power and Control Tray Cable).

B. For multiple-analog signal applications, instrumentation cable shall consist of multiple, twisted pairs or triads (i.e. groups) of individually insulated and jacketed copper conductors with individual pair/triad shields (i.e. group shields) and an overall cable shield and jacket. Conductor insulation shall be rated 90°C in both wet and dry locations, and 600V. The jacket shall be PVC and resistant to abrasion, sunlight, and flame in accordance with UL 1277. Cable shall be UL 1277 Listed as NEC Type TC (Power and Control Tray Cable).

C. Cable and group shields shall consist of overlapped aluminum/polyester tape/foil providing 100% coverage. Instrumentation cables shall include an overall copper shield drain wire. Cables containing multiple twisted pairs or triads shall also include group shield drain wires.

D. Conductors, including drain wires, shall be tin or alloy coated (if available), soft, annealed copper, stranded per ASTM B-8, with Class B stranding unless otherwise specified.

E. Instrumentation signal conductor size shall be no smaller than No. 16 AWG.

F. Instrumentation cable shall be Okoseal-N Type P-OS (for single pair or triad applications) or Okoseal-N Type SP-OS (for multiple pair or triad applications) as manufactured by the Okonite Company, Belden equivalent, Southwire Company equivalent, or equal.

2.04 CONDUCTOR IDENTIFICATION

A. Conductors shall be identified using a color-coding method. Color coding for individual power, control, lighting, and receptacle conductors shall be as follows:

1. 480/277V AC Power
    a. Phase A – BROWN
    b. Phase B – ORANGE
    c. Phase C – YELLOW
    d. Neutral – GREY
2. 120/208V or 120/240V AC Power
    a. Phase A – BLACK
    b. Phase B – RED
    c. Phase C – BLUE
    d. Neutral – WHITE
3. DC Power
    a. Positive Lead – RED
    b. Negative Lead – BLACK

4. DC Control

    a. All wiring – BLUE

5. 120 VAC Control

    a. 120 VAC control wire shall be RED except for a wire entering a motor control center compartment, motor controller, or control panel which is an interlock. This interlock conductor shall be color coded YELLOW. For the purposes of this Section, an interlock is defined as any wiring that brings voltage into the above-mentioned equipment from a source outside that equipment.

6. 24 VAC Control

    a. All wiring - ORANGE

7. Equipment Grounding Conductor

    a. All wiring - GREEN

B. Individual conductors No. 2 AWG and smaller shall have factory color coded insulation. It is acceptable for individual conductors larger than No.2 AWG to be provided with factory color coded insulation as well, but it is not required. Individual conductors larger than No.2 AWG that are not provided with factory color coded insulation shall be identified by the use of colored tape in accordance with the requirements listed in Part 3 herein. Insulation colors and tape colors shall be in accordance with the color-coding requirements listed above.

C. Conductors that are part of multi-conductor cable assemblies shall have black insulation. The conductor number shall be printed on each conductor's insulation in accordance with ICEA S-58-679, Method 4. Each conductor No.2 AWG and smaller within the cable assembly shall also be identified with a heat shrink tag with color coded background. Each conductor larger than No.2 AWG within the cable assembly shall also be identified by the use of colored tape. Heat shrink tags and colored tape shall be in accordance with the requirements listed in Part 3 herein. Tape color and heat shrink tag background color shall be in accordance with the color-coding requirements listed above.

2.05 CABLE PULLING LUBRICANTS

A. Cable pulling lubricants shall be non-hardening type and approved for use on the type of cable installed. Lubricant shall be Yellow #77 Plus by Ideal, Cable Gel by Greenlee, Poly-Gel by Gardner Bender, or equal.

PART 3 – EXECUTION

3.01 WIRE AND CABLE INSTALLATION

A. General

1. Wire and Cable shall be installed as specified herein and indicated on the Drawings. Unless specifically indicated otherwise on the Drawings, wire and cable shall be installed in separate raceways according to wiring type. For example, power wiring shall not be combined with control wiring, and control wiring shall not be combined with instrumentation wiring.

2. Wire shall be furnished and installed as single conductor cables, with limited exceptions. Multi-conductor cable assemblies shall only be installed where indicated on the Drawings, required by the NEC, or after obtaining written permission from the Engineer.

3. Where instrumentation cables are installed in control panels, motor controllers, and other locations, the Contractor shall arrange wiring to provide maximum clearance between these cables and other conductors. Instrumentation cables shall not be installed in same bundle or conduit with conductors of other circuits.

4. Instrumentation cable shielding shall be continuous and shall be grounded at one point only.

B. Splices

1. Splices shall not be allowed in power or control wire and cable unless approved in writing by the Engineer. If unique field conditions exist or pulling calculations indicate that splices may be required, the Contractor shall submit a detailed request indicating why splices are required to the Engineer. The Engineer shall be under no obligation to grant such request.

2. Splicing materials shall be barrel type butt splice connectors and heat shrink tubing as manufactured by 3M, Ideal, or equal. The use of screw-on wire connectors (wire nuts) shall only be permitted for lighting and receptacle circuits.

3. No splicing of instrumentation cable is permitted.

C. Wire and Cable Sizes

1. The sizes of wire and cable shall be as indicated on the Drawings, or if not shown, as approved by the Engineer. If required due to field routing, the size of conductors and respective conduit shall be increased so that the voltage drop measured from source to load does not exceed 2-1/2%.

D. Additional Conductor Identification

1. In addition to the color-coding identification requirements specified in Part 2 herein, individual conductors shall be provided with heat shrinkable identification tags. Identification tags for individual conductors shall have a white background where the conductor insulation is colored. Identification tags for individual conductors shall have a colored background where the conductor insulation is black. Background color shall match that of the taping provided on the individual black conductors.

2. Multi-conductor cables shall be provided with heat shrinkable identification tags in accordance with Part 2 herein.

3. All wiring shall be identified at each point of termination. This includes but is not limited to identification at the source, load, and in any intermediate junction boxes where a termination is made. The Contractor shall meet with the Owner and Engineer to come to an agreement regarding a wire identification system prior to installation of any wiring. Wire numbers shall not be duplicated.

4. Wire identification shall be by means of a heat shrinkable sleeve with appropriately colored background and black text. Wire sizes #14 AWG through #10 AWG shall have a minimum text size of 7 points. Wire sizes #8 AWG and larger shall have a minimum text size of 10 points. Sleeves shall be of appropriate length to fit the required text. The use of handwritten text for wire identification shall not be permitted.

5. Sleeves shall be suitable for the size of wire on which they are installed. Sleeves shall not be heat-shrunk onto control cables. Tags shall remain loose on cable to promote easier identification. For all other applications, sleeves shall be tightly affixed to the wire and shall not move. Sleeves shall be heat shrunk onto wiring with a heat gun approved for the application. Sleeves shall not be heated by any means which employs the use of an open flame. The Contractor shall take special care to ensure that the wiring insulation is not damaged during the heating process.

6. Sleeves shall be installed prior to the completion of the wiring terminations and shall be oriented so that they can be easily read.

7. Sleeves shall be polyolefin as manufactured by Brady, Seton, Panduit, or equal.

8. Wire identification in manholes, handholes, pull boxes, and other accessible components in the raceway system where the wiring is continuous (no terminations are made) shall be accomplished by means of a tag installed around the bundled group of individual conductors or around the outer conductor jacket of a multi-conductor cable. Identification shall utilize a FROM-TO system. Each group

of conductors shall consist of all of the individual conductors in a single conduit or duct. The tag shall have text that identifies the bundle in accordance with the 'FROM' and 'TO' column for that particular conduit number in the conduit and wire schedule. Minimum text size shall be 10 point. The tag shall be affixed to the wire bundle by the use of nylon wire ties and shall be made of polyethylene as manufactured by Brady, Seton, Panduit, or equal.

9. Where colored tape is used to identify cables, it shall be wrapped around the cable with a 25% overlap and shall cover at least 2 inches of the cable.

E. Wiring Supplies

1. Rubber insulating tape shall be in accordance with ASTM D4388. Friction tape shall be in accordance with ASTM D69.

F. Training of Cable in Manholes, Handholes, and Vaults

1. The Contractor shall furnish all labor and material required to train cables around cable vaults, manholes, and handholes. Sufficient length of cable shall be provided in each handhole, manhole, and vault so that the cable can be trained and racked in an approved manner. In training or racking, the radius of bend of any cable shall be not less than the manufacturer's recommendation. The training shall be done in such a manner as to minimize chaffing.

2. Instrumentation cable shall be racked and bundled separate from AC wiring to maintain the required separation as follows:

a. 18 inches for 480/277 VAC wiring

b. 12 inches for 208/120 VAC wiring

c. 6 inches for 24 VAC wiring

G. Conductor Terminations

1. Where wires are terminated at equipment which requires lugs, connections shall be made by solderless mechanical lug, crimp type ferrule, or irreversible compression type lugs. Reference individual equipment Specification Sections as applicable for additional termination requirements.

2. Where enclosure sizes and sizes of terminals at limit switches, solenoid valves, float switches, pressure switches, temperature switches, and other devices make terminations impractical due to the size of the field wiring, the Contractor shall terminate field wiring in an adjacent junction box per the requirements of Section 26 05 33.16 – Boxes for Electrical Systems, complete with terminal strips. Contractor shall install the smaller wiring from the device to the junction box in a

conduit, using the terminal strip as the means for joining the two different wire sizes. Splicing of wires in lieu of using terminal strips is not acceptable.

3. The cables shall be terminated in accordance with the cable and/or termination product manufacturer's instructions for the cable type.

4. To minimize oxidation and corrosion, wire and cable shall be terminated using an oxide-inhibiting joint compound recommended for "copper-to-copper" connections. The compound shall be Penetrox E as manufactured by Burndy Electrical, or equal.

5. All spare conductors shall be terminated on terminal blocks mounted within equipment or junction boxes. Unless otherwise noted, coiling up of spare conductors within enclosure is not acceptable.

H. Pulling Temperature

1. Cable shall not be installed when the temperature of the jacket is such that damage will occur due to low temperature embrittlement. When cable will be pulled with an ambient temperature of 40°F or less within a three (3) day period prior to pulling, the cable reels shall be stored three (3) days prior to pulling in a protected storage area with an ambient temperature of 55°F or more. Cable pulling shall be completed during the workday for which the cable is removed from the protected storage. Any cable reels with wire remaining on them shall be returned to storage at the completion of the workday.

3.02 FIBER OPTIC CABLE INSTALLATION

A. The Contractor shall install the fiber optic cable furnished by the General Contractor and/or the Instrumentation and Control Subcontractor. The cable shall be installed in its respective raceway system(s) as specified herein, indicated on the Drawings, and in accordance with the cable manufacturer's instructions.

3.03 TESTING

A. All testing shall be performed in accordance with the requirements of the General Conditions and Division 01. The following tests are required:

1. Shop Test

a. Wires and cables shall be tested in accordance with the applicable ICEA Standards. Wire and cable shall be physically and electrically tested in accordance with the manufacturer’s standards.

2. Field Tests

a. After installation, all wires and cables shall be tested for continuity. Testing for continuity shall be “test light” or “buzzer” style.

b. After installation, wires and cables shall be tested for insulation resistance levels between conductors of the same circuit and between conductor and ground as follows:

   1) For #8 AWG and larger 600V wire and cable, apply 1,000 VDC from a Megohmmeter for one (1) minute. Resistance shall be no less than 100 Megohms.

   2) Instrumentation signal cable shall be tested from conductor to conductor, conductor to shield, and conductor to ground using a Simpson No. 260 volt-ohmmeter or approved equal. The resistance value shall be 200 Megohms or greater.

   3) Insulation resistance testing is not required for power and control cables smaller than #8 AWG.

c. Wires and cables shall be tested after required terminations are made, but before being connected to any equipment.

d. If tests reveal defects or deficiencies, the Contractor shall make the necessary repairs or shall replace the cable as directed by the Engineer, without additional cost to the Owner. All conductors of a multi-phase circuit shall be replaced if one conductor fails the required testing. If part of a multi-set (parallel conductors per phase) circuit fails testing, only the set containing failure shall be replaced.

e. All tests shall be made by and at the expense of the Contractor who shall supply all testing equipment. Test reports shall be submitted to the Engineer.

END OF SECTION

SECTION 26 05 26
GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 – GENERAL

1.01 THE REQUIREMENT

A. The Contractor shall furnish and install grounding systems complete in accordance with the minimum requirements established by Article 250 of the NEC. Article 250 of the NEC shall be considered a minimum requirement for compliance with this Specification.

B. Grounding of all instrumentation and control systems shall be furnished and installed in accordance with the manufacturer/system requirements and IEEE 1100. Conflicts shall be promptly brought to the attention of the Engineer.

C. In addition to the NEC requirements, building structural steel columns shall be permanently and effectively grounded.

D. Reference Section 26 05 00 – Basic Electrical Requirements

1.02 CODES AND STANDARDS

A. Equipment and materials covered under this Section shall be designed, manufactured, and/or listed to the following standards as applicable:

1. UL 467 – Grounding and Bonding Equipment

2. IEEE 81 – Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System.

3. IEEE 1100 – Recommended Practice for Power and Grounding Electronic Equipment

1.03 SUBMITTALS

A. In accordance with the procedures and requirements set forth in the General Conditions and Section 01 33 00 – Submittal Procedures, the Contractor shall obtain from the equipment manufacturer and submit the following:

1. Shop Drawings

2. Reports of certified field tests.

B. Each submittal shall be identified by the applicable Specification Section.

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1.04 SHOP DRAWINGS

A. Each submittal shall be complete in all respects, incorporating all information and data listed herein and all additional information required for evaluation of the proposed equipment's compliance with the Contract Documents.

B. Partial, incomplete, or illegible submittals will be returned to the Contractor without review for resubmittal.

C. Shop drawings shall include but not be limited to:

1. Product data sheets.

2. Drawings and written description of how the Contractor intends to furnish and install the grounding system.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. The equipment covered by these specifications shall be standard equipment of proven performance as manufactured by reputable concerns. Equipment shall be designed, constructed, and installed in accordance with the best practices of the trade, and shall operate satisfactorily when installed as shown on the Drawings.

2.02 GROUND RODS AND GRID

A. Ground rods shall be rolled to a commercially round shape from a welded copper-clad steel manufactured by the molten-welding process or by the electro-formed process (molecularly bonded). They shall have an ultimate tensile strength of 75,000 pounds per square inch (psi) and an elastic limit of 49,000 psi. The rods shall be not less than 3/4 inch in diameter by 10 feet in length; and the proportion of copper shall be uniform throughout the length of the rod. The copper shall have a minimum wall thickness of 0.010 inch at any point on the rod. Ground rods shall be UL 467 listed. The ground rods shall be manufactured by Erico Products, Blackburn, or equal.

B. Except where specifically indicated otherwise, all exposed non current-carrying metallic parts of electrical equipment, metallic raceway systems, grounding conductors in nonmetallic raceways and neutral conductors of wiring systems shall be grounded.

C. The ground connection shall be made at the main service equipment and shall be extended to the ground grid surrounding the structure. The ground grid shall also be connected to the point of entrance of the metallic water service. Connection to the water pipe shall be made by a suitable ground clamp or lug connection to a plugged tee. If

flanged pipes are encountered, connection shall be made with the lug bolted to the street side of the flanged connection.

D. Where ground fault protection is employed, care shall be taken so that the connection of the ground and neutral does not interfere with the correct operation of the ground fault protection system.

2.03 FITTINGS

A. Grounding connections to equipment shall be bolted. Cable end connections shall be made by hydraulic crimp or exothermically welded. Split bolt type connectors are not acceptable. Fittings shall be UL 467 listed.

2.04 EQUIPMENT GROUNDING CONDUCTORS

A. An insulated equipment grounding conductor, which shall be separate from the electrical system neutral conductor, shall be furnished and installed for all circuits. Insulation shall be of the same type as the ungrounded conductors in the raceway and shall be green in color. Equipment grounding conductors shall be furnished and installed in all conduits. Use of conduits as the NEC required equipment grounding conductor is not acceptable.

2.05 EQUIPMENT GROUNDS

A. Equipment grounds shall be solid and continuous from a connection at earth to all distribution panelboards. Ground connections at panelboards, outlets, equipment, and apparatus shall be made in an approved and permanent manner.

B. For all control panels, disconnect switches, and other electrical enclosures, equipment grounds and bonding jumpers shall be terminated individually on a ground bar or mechanical lugs. No wire nuts will be permitted.

2.06 EXOTHERMIC WELDS

A. All exothermic welding shall be completed per welding kit manufacturer's instructions. Exothermic welds shall be CadWeld by Erico or ThermoWeld.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Metal surfaces where grounding connections are to be made shall be clean and dry. Steel surfaces shall be ground or filed to remove all scale, rust, grease, and dirt. Copper and galvanized steel shall be cleaned with emery cloth to remove oxide before making connections.

B. Ground Grid

1. A main ground grid shall be provided for each structure and interconnecting structure grids consisting of driven ground rods as shown on the Drawings. Ground rods shall be driven straight down into the earth, or if objects are encountered, at an angle to avoid the obstruction.

2. The ground rods shall be interconnected by the use of copper cable exothermically welded to the rods. The grounding cables shall be installed after the excavations for the building have been completed and prior to the pouring of concrete for the footings, mats, etc. Copper "pigtails" shall be connected to the ground grid and shall enter the buildings and structure from the outside and shall be connected to steel structures, and equipment as described in this Section and as required to provide a complete grounding system. The copper pigtails shall be exothermically welded to the ground grid and connected to building reinforcement steel by hydraulic crimp.

3. Grounding conductors shall be continuous between points of connection; splices shall not be permitted.

4. Where conductors are exposed and subject to damage from personnel, traffic, etc., conductors shall be installed in metal raceway. The raceway shall be bonded to the grounding system.

5. Where subsurface conditions do not permit use of driven ground rods to obtain proper ground resistance, rods shall be installed in a trench or plate electrodes shall be provided, as applicable and necessary to obtain proper values of resistance.

6. Buried exothermic welds and ground ring shall not be backfilled until inspected by Engineer.

C. Raceways

1. Conduit which enters equipment such as switchgear, motor control centers, transformers, panelboards, variable frequency drives, instrument and control panels, and similar equipment shall be bonded to the ground bus or ground lug, where provided, and as otherwise required by the NEC.

3.02 TESTING

A. All tests shall be performed in accordance with the requirements of the General Conditions and Division 01. The following tests are required:

1. Witnessed Shop Tests

a. None required.

2. Field Tests

a. Field testing shall be done in accordance with the requirements specified in the General Conditions, Division 01, and NETA Acceptance Testing Specifications, latest edition.

b. Fall of potential tests shall be performed on the ground grid per IEEE81 recommendations by a third party, independent testing firm. A fall of potential plot shall be submitted at the conclusion of testing for Engineer review. Documentation indicating the location of the rod and grounding system as well as the resistance and soil conditions at the time the measurements were made shall be submitted. Testing shall show that the ground grid has 5 ohms resistance or less. Due to soil conditions and/or unforeseen field conditions, ground resistances greater than 5 ohms may be acceptable if specifically approved in writing by the Engineer. Ground resistance measurements shall be made in normally dry weather not less than 48 hours after rainfall and with the ground grid under test isolated from other grounds.

c. Continuity tests for the grounding electrode conductor shall be performed. Test will be accepted when a resistance of less than 1 ohm is shown for this conductor.

END OF SECTION

SECTION 26 05 29
HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 – GENERAL

1.01 THE REQUIREMENT

A. The Contractor shall furnish and install structural supports for mounting and installing all conduit, electrical equipment, lighting, alarm systems, instrumentation, and communications equipment furnished under this Contract.

B. Equipment shall be installed strictly in accordance with recommendations of the manufacturer and best practices of the trade resulting in a complete, operable, and safe installation. The Contractor shall obtain written installation manuals from the equipment manufacturer prior to installation.

C. Reference Section 26 05 00 – Basic Electrical Requirements.

1.02 CODES AND STANDARDS

A. Equipment and materials covered under this Section shall be designed, manufactured, and/or listed to the following standards as applicable:

1. ASTM A123 – Standard Specification for Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products.

2. ASTM A153 – Standard Specification for Zinc Coating (Hot Dip) on Iron and Steel Hardware.

3. ASTM A240 – Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications.

4. ASTM A276 – Standard Specification for Steel Bars and Shapes

5. ASTM B783 – Standard Specification for Materials for Ferrous Powder Metallurgy Structural Parts

1.03 SUBMITTALS

A. In accordance with the procedures and requirements set forth in the General Conditions and Section 01 33 00 – Submittal Procedures, the Contractor shall obtain from the equipment manufacturer and submit the following:

1. Shop drawings

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2. Structural support calculations (if required)

B. Each submittal shall be identified by the applicable Specification Section.

1.04 SHOP DRAWINGS

A. Each submittal shall be complete in all respects, incorporating all information and data listed herein and all additional information required for evaluation of the proposed equipment's compliance with the Contract Documents.

B. Partial, incomplete, or illegible submittals will be returned to the Contractor without review for resubmittal.

C. Shop drawings shall include but not be limited to:

1. Product data sheets.

2. Complete assembly, layout, installation, and foundation drawings with clearly marked dimensions.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. The equipment covered by this Specification is intended to be standard equipment of proven performance as manufactured by reputable concerns. Equipment shall be designed, constructed, and installed in accordance with the best practices of the trade, and shall operate satisfactorily when installed as shown on the Drawings.

2.02 MATERIALS

A. Support channel shall be 1-5/8” by 1-5/8” minimum, with 12 gage material thickness.

B. Support channel, support channel fittings, and threaded rod shall be furnished with the following material of construction, dependent upon the designation of the area in which they are to be installed. Area designations are indicated on the Drawings.

Area Designation	Material of Construction
Indoor Wet Process Area	Type 304 Stainless Steel
Indoor Dry Process Area	Hot Dipped Galvanized Steel
Indoor Dry Non-process Area	Hot Dipped Galvanized Steel
Indoor Type 1 Chemical Storage/Transfer Area	Fiberglass
Indoor Type 2 Chemical Storage/Transfer Area	Type 304 Stainless Steel
All Outdoor Areas	Type 304 Stainless Steel
All Hazardous Areas	Type 304 Stainless Steel

C. Fastening hardware (bolts, nuts, washers, and screws) shall be furnished with the following material of construction, dependent upon the designation of the area in which they are to be installed. Area designations are indicated on the Drawings.

Area Designation	Material of Construction
Indoor Wet Process Area	Type 304 Stainless Steel
Indoor Dry Process Area	Type 304 Stainless Steel
Indoor Dry Non-process Area	Type 304 Stainless Steel
Indoor Type 1 Chemical Storage/Transfer Area	Fiberglass
Indoor Type 2 Chemical Storage/Transfer Area	Type 304 Stainless Steel
All Outdoor Areas	Type 304 Stainless Steel
All Hazardous Areas	Type 304 Stainless Steel

PART 3 – EXECUTION

3.01 INSTALLATION

A. Concrete or Masonry Inserts

1. The Contractor shall be responsible for the furnishing and installation of all anchor bolts, masonry inserts, and similar devices required for installation of equipment furnished under this Contract.

2. If a time delay for the arrival of any special inserts or equipment drawings, etc. occurs, the Contractor may, if permitted by the Engineer, make arrangements for providing approved recesses and openings in the concrete or masonry and, upon subsequent installation, the Contractor shall be responsible for filling in such recesses and openings. Any additional costs that may be incurred by this procedure shall be borne by the Contractor.

3. The Contractor shall furnish leveling channels for all switchgear, switchboards, motor control centers, and similar floor mounted equipment. The leveling channels shall be provided for embedment in the equipment housekeeping pads. Coordination of the installation of these channels with the concrete pad is essential and required. Pad height shall be as required to maintain concrete coverage of the reinforcement bars while not causing associated equipment to exceed the maximum mounting height requirements of the NEC.

B. Support Fastening and Locations

1. All equipment fastenings to columns, steel beams, and trusses shall be by beam clamps or welded. No holes shall be drilled in the steel.

2. Unless otherwise indicated on the Drawings or in the Specifications, guards/handrails shall not be utilized as supports for electrical equipment, devices,

or appurtenances. Guards/handrails shall not be cut, drilled, or otherwise modified in order to accommodate electrical supports without written approval from the Engineer.

3. All holes made in reflected ceilings for support rods, conduits, and other equipment shall be made adjacent to ceiling grid bars where possible, to facilitate removal of ceiling panels.

4. Support channel shall be provided wherever required for the support of starters, switches, panels, and miscellaneous equipment.

5. All equipment, devices, and raceways that are installed on the dry side of a water bearing wall shall not be installed directly onto the wall. Support channel shall be used to allow ventilation air to pass behind the equipment, devices, or raceway.

6. All supports shall be rigidly bolted together and braced to make a substantial supporting framework. Where possible, control equipment shall be grouped together and mounted on a single framework.

7. Aluminum support members shall not be installed in direct contact with concrete. Stainless steel or non-metallic "spacers" shall be used to prevent contact of aluminum with concrete.

8. Actual designs for supporting framework should take the nature of a picture frame of support channels and bracket with a plate for mounting the components. The Contractor is responsible for the design of supporting structure; Contractor shall submit design details to the Engineer for acceptance before proceeding with the fabrication.

9. Wherever dissimilar metals come into contact, the Contractor shall isolate these metals as required with neoprene washers, nine (9) mil polyethylene tape, or gaskets.

10. For all installations where fiberglass supporting materials are required, the Contractor shall submit structural calculations and the details of the proposed system of support. Structural calculations shall be signed and sealed by a registered Professional Engineer in the State or Commonwealth in which the project is located.

11. For the following installations where conduits are provided with a support system suspended from the above or attached to a vertical structure, the Contractor shall submit structural calculations and details of the proposed system of support. Structural calculations shall be signed and sealed by a registered Professional Engineer in the State or Commonwealth in which the project is located.

    a. A quantity of twelve (12) or more conduits trade size 1” and smaller are proposed for a conduit support rack.

b. A quantity of eight (8) or more conduits trade sizes 1 ½" to 2 1/2" are proposed for a conduit support rack.

c. A quantity of four (4) or more conduits trade sizes 3" and larger are proposed for a conduit support rack.

12. Single conduits installed exposed along walls and ceilings shall be secured to the wall or ceiling with a one-hole conduit clamp and clamp-back. Where multiple conduits are installed exposed together, support channel and conduit clamps shall be used.

C. Equipment, boxes, and enclosures which are factory-constructed with integral mounting provisions (such as brackets., mounting feet, bolt holes, etc.) shall be installed/supported utilizing those mounting provisions. Equipment, boxes and enclosures shall not be field-modified by any means which compromises the UL listing or NEMA rating of the enclosure/assembly.

END OF SECTION

SECTION 26 05 33.16
BOXES FOR ELECTRICAL SYSTEMS

PART 1 – GENERAL

1.01 THE REQUIREMENT

A. The scope of work under this Section includes furnishing and installing all pull boxes, junction boxes, and outlet boxes.

B. Requirements for other boxes and enclosures are not included in this Section. Reference each specific equipment Section for requirements related to that equipment's respective enclosure.

C. Reference Section 26 05 00 – Basic Electrical Requirements and Section 26 05 33.13 – Conduit for Electrical Systems.

1.02 CODES AND STANDARDS

A. Boxes shall be designed, manufactured, and/or listed to the following standards as applicable:

1. UL 514A – Metallic Outlet Boxes
2. UL 514C – Standard for Non-metallic Outlet Boxes, Flush Device Boxes, and Covers
3. UL 50 – Enclosures for Electrical Equipment, Non-environmental Considerations
4. UL 50E – Enclosures for Electrical Equipment, Environmental Considerations
5. UL 1203 – Standard for Explosion-proof and Dust-ignition-proof Electrical Equipment for use in Hazardous (Classified) Locations.
6. NEMA 250 – Enclosures for Electrical Equipment

1.03 SUBMITTALS

A. In accordance with the procedures and requirements set forth in the General Conditions and Section 01 33 00 – Submittal Procedures, the Contractor shall obtain from the equipment manufacturer(s) and submit the following:

1. Shop Drawings

B. Each submittal shall be identified by the applicable Specification Section.

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1.04 SHOP DRAWINGS

A. Each submittal shall be complete in all respects, incorporating all information and data listed herein and all additional information required for evaluation of the proposed equipment's compliance with the Contract Documents.

B. Partial, incomplete or illegible Submittals will be returned to the Contractor without review for resubmittal.

C. Shop drawings shall include but not be limited to:

1. Product data sheets for boxes, terminal strips, and all accessories

1.05 OPERATION AND MAINTENANCE MANUALS

A. The Contractor shall submit operation and maintenance manuals in accordance with the procedures and requirements set forth in the General Conditions and Division 01.

B. As-built drawings showing dimensions, internal box layout, terminal strip information, and terminal strip identification information shall be provided for all junction boxes. As-built drawings are not required for pull boxes or outlet boxes.

1.06 IDENTIFICATION

A. Each pull and junction box shall be identified with the box name as indicated on the Contract Drawings (e.g., PPB-XXX, CJB-YYY) or as directed by the Engineer. A nameplate shall be securely affixed in a conspicuous place on each box. Nameplates shall be as specified in Section 26 05 53 – Identification for Electrical Systems.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. The equipment covered by this Specification is intended to be standard equipment of proven performance as manufactured by reputable concerns. Equipment shall be designed, constructed, and installed in accordance with the best practices of the trade, and shall operate satisfactorily when installed as shown on the Drawings.

2.02 PULL AND JUNCTION BOXES

A. General

1. All pull and junction boxes shall be UL listed and labeled.

2. Pull and junction boxes shall not be provided with eccentric or concentric knockouts.

3. Pull and junction boxes mounted embedded in concrete shall be UL listed for embedment.

4. Where metallic boxes are used, they shall be of all welded construction. Tack welded boxes are not acceptable.

B. Pull Boxes

1. Metallic pull boxes in non-hazardous locations and in hazardous locations where general-purpose enclosures are permitted (e.g., Class I, Division 2 locations) shall be provided with a matching gasketed cover. For covers with dimensions of less than 12 inches by 12 inches, the cover shall be held in place by stainless steel machine screws. Other screw types are not acceptable. For covers with dimensions 12 inches by 12 inches and larger, the cover shall be hinged and held in place by 1/4-turn style latches. Latch mechanism shall be all stainless steel. Hinge pins shall be removable.

2. Metallic pull boxes in hazardous locations where general-purpose enclosures are not permitted (e.g., Class I, Division 1 locations) shall be provided with a matching gasketed cover. Cover shall be hinged and held in place by stainless steel bolts. Hinge pins shall be removable. Covers shall be installed, and bolts torqued in accordance with manufacturer requirements to maintain the hazardous location rating of the enclosure.

3. Non-metallic pull boxes shall be provided with a matching gasketed cover. The cover shall be hinged and held in place by quick-release (e.g., “flip”) latches. Latch material of construction shall match the box material and include stainless steel hasps. For covers with dimensions 24 inches by 24 inches and larger, a 3-point latching mechanism with external pad-lockable handle may be substituted. Latch mechanism and handle shall be all stainless steel. Hinge pins shall be removable.

4. Pull boxes shall not have any wire terminations inside, other than those for grounding/bonding. A ground bar shall be provided with the necessary number of screw type terminals. Twenty (20) percent of the total amount of terminals otherwise required for the pull box (minimum of two) shall be provided as spare terminations. Boxes requiring any other wire terminations shall be furnished and installed in accordance with the requirements for junction boxes herein.

5. Pull boxes shall be 6 inches wide by 6 inches tall by 4 inches deep, minimum. For applications requiring larger boxes, the box shall be sized in accordance with the fill requirements and dimensional requirements of the NEC.

6. Barriers shall be provided in pull boxes to isolate conductors of different voltages, types, and functions. Barrier material of construction shall match that of the box. Isolation shall be provided between the following groups:

    a. Power wiring

    b. AC control wiring

    c. DC control wiring

    d. Instrumentation wiring

C. Junction Boxes

1. Metallic junction boxes in non-hazardous locations shall be provided with a matching gasketed cover. For covers with dimensions of less than 12 inches by 12 inches, the cover shall be held in place by stainless steel machine screws. Other screw types are not acceptable. For covers with dimensions 12 inches by 12 inches and larger, the cover shall be hinged and held in place by 1/4-turn style latches. Latch mechanism shall be all stainless steel. Hinge pins shall be removable.

2. Metallic junction boxes in hazardous locations shall be provided with a matching gasketed cover. Cover shall be hinged and held in place by stainless steel bolts. Hinge pins shall be removable. Covers shall be installed, and bolts torqued in accordance with manufacturer requirements to maintain the hazardous location rating of the enclosure.

3. Non-metallic junction boxes shall be provided with a matching gasketed cover. The cover shall be hinged and held in place by quick-release (e.g., “flip”) latches. Latch material of construction shall match the box material and include stainless steel hasps. For covers with dimensions 24 inches by 24 inches and larger, a 3-point latching mechanism with external pad-lockable handle may be substituted. Latch mechanism and handle shall be all stainless steel. Hinge pins shall be removable.

4. Barriers shall be provided in junction boxes to isolate conductors and terminal blocks of different voltages, types, and functions. Barrier material of construction shall match that of the box. Isolation shall be provided between the following groups:

    a. Power wiring

b. AC control wiring

c. DC control wiring

d. Instrumentation wiring

5. Junction boxes used for lighting and receptacle circuits only shall be allowed to have screw-on (wire nut) type connectors for wire terminations/junctions.

6. Junction boxes for all uses other than lighting and receptacle circuits shall be provided with terminal strips, consisting of the necessary number of screw type terminals. Current carrying parts of the terminal blocks shall be of ample capacity to carry the full load current of the circuits connected, with a 10A minimum capacity. Terminal strips shall be rated for the voltage of the circuits connected. A separate ground bar shall be provided with the necessary number of screw type terminals. Twenty (20) percent of the total amount of terminals otherwise required for the junction box (minimum of two) shall be provided as spare terminations. When barriers are provided within the box, separate terminal strips shall be provided in each barrier area. Terminals shall be lettered and/or numbered to conform to the wiring labeling scheme in place on the project.

7. Junction boxes shall be 6 inches wide by 6 inches tall by 4 inches deep, minimum. For applications requiring larger boxes, the box shall be sized in accordance with the fill requirements and dimensional requirements of the NEC. Terminal blocks (including spare terminals) shall be considered when sizing the junction box.

D. Enclosure Types and Materials

1. In non-hazardous locations, pull and junction boxes shall be furnished with the following enclosure type and material of construction, dependent upon the designation of the area in which they are to be installed. Area designations are indicated on the Drawings.

Area Designation	**Enclosure Type and Material**
Indoor Wet Process Area	NEMA 4X, Type 304 Stainless Steel
Indoor Dry Process Area	NEMA 12, Painted Steel
Indoor Dry Non-Process Area	NEMA 1, Painted Steel
Indoor Type 1 Chemical Storage/Transfer Area	NEMA 4X, Fiberglass or PVC
Indoor Type 2 Chemical Storage/Transfer Area	NEMA 4X, Type 304 Stainless Steel
All Outdoor Areas	NEMA 4X, Type 304 Stainless Steel

2. In hazardous locations, pull and junction boxes shall be furnished with the following enclosure type and material of construction, dependent upon the classification of the area in which they are to be installed. Area classifications are indicated on the Drawings.

Area Classification	Enclosure Type and Material
Class I, Division 1, Group D	NEMA 7, Die Cast Aluminum
Class I, Division 2, Group D	NEMA 4X, Type 304 Stainless Steel
Class II, Division 1, Group F	NEMA 9, Die Cast Aluminum
Class II, Division 2, Group F	NEMA 4X, Type 304 Stainless Steel

3. Non-metallic enclosures, NEMA 7 enclosures, and NEMA 9 enclosures shall be provided with threaded integral conduit hubs.

4. Where located outdoors or in indoor wet process areas, NEMA 7 and NEMA 9 enclosures shall also carry a NEMA 4X rating.

2.03 OUTLET BOXES

A. General

1. Outlet boxes shall be provided with a trim appropriate for the wiring device installed inside. Reference Section 26 27 26 – Wiring Devices for outlet box trim requirements. An appropriate outlet box trim is required to achieve the NEMA rating of the outlet boxes as specified herein.

B. Surface Mount Outlet Boxes

1. Outlet boxes shall be the deep type, no less than 2.5 inches deep.

2. Outlet boxes shall be provided in single or multi-gang configuration as required, sized in accordance with the requirements of the NEC.

3. In non-hazardous locations, outlet boxes shall be furnished with the following enclosure type and material of construction, dependent upon the designation of the area in which they are to be installed. Area designations are indicated on the Drawings.

Area Designation	Enclosure Type and Material
Indoor Wet Process Area	NEMA 4X, Cast Aluminum or PVC Coated Steel

Indoor Dry Process Area	NEMA 1, Cast Aluminum
Indoor Dry Non-process Area	NEMA 1, Cast Aluminum
Indoor Type 1 Chemical Storage/Transfer Area	NEMA 4X, PVC
Indoor Type 2 Chemical Storage/Transfer Area	NEMA 4X, Cast Aluminum or PVC Coated Steel
All Outdoor Areas	NEMA 4X, Cast Aluminum or PVC Coated Steel

4. In hazardous locations, outlet boxes shall be furnished with the following enclosure type and material of construction, dependent upon the classification of the area in which they are to be installed. Area classifications are indicated on the Drawings.

Area Classification	**Enclosure Type and Material**
Class I, Division 1, Group D	NEMA 7, Die Cast Aluminum
Class I, Division 2, Group D	NEMA 4X, **C**ast Aluminum **or** PVC Coated Steel
Class II, Division 1, Group F	NEMA 9, Die Cast Aluminum
Class II, Division 2, Group F	NEMA 4X, **C**ast Aluminum **or** PVC Coated Steel

5. Outlet boxes shall be provided with integral threaded conduit hubs mounted external to the box. Boxes with threaded conduit hubs mounted internal to the box or as a part of the box wall are not acceptable.

C. Flush Mount Outlet Boxes

1. Outlet boxes shall be no less than 2-1/8 inches deep, and 4-11/16 inches square. Boxes shall be UL listed and labeled. Pre-punched single diameter conduit knockouts are acceptable; however, concentric and eccentric knockouts are not acceptable.

2. Outlet boxes mounted flush in CMU walls shall be made of galvanized, tack welded steel, and suitable for installation in masonry walls. Sectional type boxes are not acceptable for this application.

3. Outlet boxes mounted flush in gypsum walls shall be made of galvanized pressed steel. Tack welded boxes are not acceptable for this application. Sectional type boxes are not acceptable for this application.

4. Outlet boxes mounted cast into concrete shall be concrete tight and made of galvanized steel or PVC.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Pull and Junction Boxes

1. Pull boxes and junction boxes shall be solidly attached to structural members prior to installation of conduit and set true and plumb. Boxes shall not be supported by their associated conduits.

2. Wooden plugs are not permitted for securing boxes to concrete. Appropriately rated anchors specifically suited for use in concrete shall be used.

3. Box penetrations for conduits shall be made with a punch tool, and penetrations shall be of the size required for the conduit entry and/or hub. Oversized penetrations in boxes are not acceptable.

4. Watertight conduit hubs shall be provided for boxes where a NEMA 4X enclosure rating is specified. Reference Section 26 05 33.13 – Conduit for Electrical Systems for conduit hub requirements.

5. Pull and junction boxes may be installed flush mounted in gypsum, concrete or CMU walls where appropriate provided that covers are easily removed or opened.

6. Pull and junction boxes shall be provided in the enclosure type and material of construction required for the area in which it is installed. Reference the requirements in Part 2 herein, and the area designations indicated on the Drawings.

B. Outlet Boxes

1. Outlet boxes shall be solidly attached to structural members prior to installation of conduit and set true and plumb. Boxes shall not be supported by their associated conduits.

2. Wooden plugs are not permitted for securing boxes to concrete. Appropriately rated anchors specifically suited for use in concrete shall be used.

3. Flush mounted outlet boxes shall be arranged and located so that tile and grout lines fit closely around the boxes, and so placed that the cover or device plate shall fit flush to the finished wall surface.

4. Outlet boxes shall be flush mounted in finished areas and other areas where practical. Flush mounted outlet boxes shall not be installed in hazardous areas and type 1 or 2 chemical storage/transfer areas.

5. For the below-named items, mounting heights from finished floor, or finished grade to top is applicable, depending on the type of wiring device to be installed in the outlet box. Mounting heights for outlet boxes shall be as follows, unless otherwise specified herein, indicated on the Drawings, or required by the Americans with Disability Act (ADA):

    a. Light switches and wall mounted occupancy sensors, 48 inches

    b. Receptacles in indoor dry process/non-process areas, 16 inches

    c. Receptacles in indoor wet process areas and all indoor chemical storage/transfer areas, 48 inches

    d. Receptacles in outdoor locations, 24 inches

    e. Ceiling mounted occupancy sensors, as indicated on the Drawings

6. Outlet boxes shall be provided in the material of construction required for the area in which it is installed. Reference the requirements in Part 2 herein, and the area designations indicated on the Drawings.

END OF SECTION

SECTION 26 05 53
IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 – GENERAL

1.01 THE REQUIREMENT

A. All electrical equipment shall be properly identified in accordance with these Specifications and the Contract Drawings. All switchgear, switchboards, motor control centers, variable frequency drives, lighting and distribution panelboards, combination starters, control panels, pull and junction boxes, enclosures, disconnect switches, control stations, and similar equipment shall be identified in the manner described, or in an equally approved manner.

B. The types of electrical identification specified in this Section include, but are not limited to, the following:

1. Operational instructions and warnings.

2. Danger signs.

3. Equipment/system identification signs.

4. Nameplates.

1.02 SIGNS

A. "DANGER-HIGH-VOLTAGE" signs shall be securely mounted on the entry doors of all electrical rooms.

1.03 LETTERING AND GRAPHICS

A. The Contractor shall coordinate names, abbreviations, and other designations used in the electrical identification work with the corresponding designations shown, specified, or scheduled. Provide numbers, lettering, and wording as indicated or, if not otherwise indicated, as recommended by manufacturers, or as required for proper identification and operation/maintenance of the electrical systems and equipment.

1.04 SUBMITTALS

A. In accordance with the procedures and requirements set forth in the General Conditions and Section 01 33 00 – Submittal Procedures, the Contractor shall obtain from the equipment manufacturer and submit shop drawings. Each submittal shall be identified by the applicable Specification Section.

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1.05 SHOP DRAWINGS

A. Each submittal shall be complete in all respects, incorporating all information and data listed herein and all additional information required for evaluation of the proposed equipment's compliance with the Contract Documents.

B. Partial, incomplete, or illegible submittals will be returned to the Contractor without review for resubmittal.

C. Shop drawings shall include but not be limited to:

1. Product data sheets.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. The material covered by these Specifications is intended to be standard material of proven performance as manufactured by reputable concerns. Material shall be fabricated, constructed, and installed in accordance with the best practices of the trade, and shall operate satisfactorily when installed as specified herein and shown on the Drawings.

2.02 NAMEPLATES

A. Nameplates shall be engraved, high pressure plastic laminate, white with black lettering.

B. Nameplates shall be attached to NEMA 4X enclosures utilizing UL-recognized mounting kits designed to maintain the overall UL Type rating of the enclosure. Mounting kit fasteners shall be stainless steel Type AHK10324X as manufactured by Hoffman, or equal.

2.03 HIGH VOLTAGE SIGNS

A. Standard "DANGER" signs shall be of baked enamel finish on 20 gage steel; of standard red, black, and white graphics; 14 inches by 10 inches size except where 10 inches by 7 inches is the largest size which can be applied where needed, and except where a larger size is needed for adequate identification.

2.04 CONDUIT IDENTIFICATION

A. Conduit identification shall be as specified in Section 26 05 33.13 – Conduit for Electrical Systems.

2.05 WIRE AND CABLE IDENTIFICATION

A. Field installed wire and cable identification shall be as specified in Section 26 05 19 – Low Voltage Conductors and Cable and Section 26 05 13 – Medium Voltage Cables.

B. A plastic laminate nameplate shall be provided at each panelboard, motor control center, switchgear assembly, and switchboard assembly. This nameplate shall be used to clearly convey the conductor identification means used at that piece of equipment (i.e., Phase A=Brown, Phase B=Orange, C = Yellow).

C. Wiring identification for factory installed wiring in equipment enclosures shall be as specified in the respective Section.

2.06 BOX IDENTIFICATION

A. Pull, junction and device box identification shall be as specified in Section 26 05 33.16 – Boxes for Electrical Systems.

2.07 ARC FLASH LABELING

A. New equipment shall have arc-flash labeling per NFPA 70E latest edition.

PART 3 – EXECUTION

3.01 NAMEPLATES

A. Nameplates shall be attached to the equipment enclosures with (2) two stainless steel sheet metal screws for nameplates up to 2-inches wide. For nameplates over 2-inches wide, four (4) stainless steel sheet metal screws shall be used, one (1) in each corner of the nameplate. The utilization of adhesives is not permitted.

3.02 OPERATIONAL IDENTIFICATION AND WARNINGS

A. Wherever reasonably required to ensure safe and efficient operation and maintenance of the electrical systems and electrically connected mechanical systems and general systems and equipment, including prevention of misuse of electrical facilities by unauthorized personnel, install plastic signs or similar equivalent identification, instruction, or warnings on switches, outlets, and other controls, devices, and covers or electrical enclosures. Where detailed instructions or explanations are needed, provide plasticized tags with clearly written messages adequate for the intended purposes. Signs shall be attached as specified above for nameplates.

3.03 POWER SOURCE IDENTIFICATION

A. After installation of all field equipment (i.e., valves, motors, fans, unit heaters, instruments, etc.) install nameplates at each power termination for the field equipment. Nameplate data shall include equipment designation (tag number), power source (MCC (Motor Control Center) number, panelboard, etc.), circuit number, conduit number from schedule and voltage/phase.

B. Contractor to coordinate with the Engineer and the Owner regarding exact nameplate placement during construction.

C. Nameplates shall be as specified herein.

END OF SECTION

SECTION 26 05 60
LOW-VOLTAGE ELECTRIC MOTORS

PART 1 – GENERAL

1.01 THE REQUIREMENT

A. The Contractor shall furnish all labor, materials, tools and equipment necessary for furnishing, installing, connecting, testing and placing into satisfactory operation all low voltage electric motors as shown on the Drawings and specified herein. All motors required for this Contract shall comply with this Section unless otherwise noted.

1.02 CODES AND STANDARDS

A. Motors and related accessories shall be designed, manufactured, and/or listed to the following standards as applicable:

1. Institute of Electrical and Electronics Engineers (IEEE)

    a. IEEE 112 – Standard Test Procedure for Polyphase Induction Motors and Generators

2. National Electrical Manufacturer's Association (NEMA)

    a. NEMA MG 1 – Motors and Generators

3. Underwriters Laboratories (UL)

    a. UL 547 – Standard for Safety Thermal Protectors for Motors

    b. UL 674 – Electric Motors and Generators for Use in Hazardous (Classified) Locations

    c. UL 1004-1 – Standard for Rotating Electrical Machines

    d. UL 1004-3 – Standard for Thermally Protected Motors

    e. UL 1004-8 – Standard for Inverter Duty Motors

1.03 SUBMITTALS

A. In accordance with the procedures and requirements set forth in the General Conditions and Section 01 33 00 – Submittal Procedures, the Contractor shall obtain from the equipment manufacturer and submit the following:

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1. Shop Drawings.

2. Spare Parts List.

B. Each submittal shall be identified by the applicable Specification Section.

1.04 SHOP DRAWINGS

A. Each submittal shall be complete in all respects, incorporating all information and data listed herein and all additional information required for evaluation of the proposed equipment's compliance with the Contract Documents.

B. Partial, incomplete or illegible submittals will be returned to the Contractor without review for resubmittal.

C. Individual shop drawings for electric motors shall be submitted in accordance with the procedures and requirements set forth in the General Conditions and Section 01 33 00 – Submittal Procedures, unless submitted as a part of the shop drawings for the driven equipment.

D. Shop drawings for electric motors shall include motor data sheets, dimensioned drawings, wiring diagrams for devices such as space heaters, temperature devices, and shaft grounding rings. Shop drawings shall identify electric characteristics and design, mechanical construction, manufacturer's name, type and pertinent specifications for the use intended, along with the name of the equipment to be driven. For motors rated 50 horsepower or greater, submittal of motor data for acceptance shall include, as a minimum, the following:

1. Manufacturer's type and frame designation

2. Horsepower rating

3. Time rating (per NEMA Standards)

4. Ambient temperature rating

5. Motor winding insulation system designation

6. RPM at rated load

7. Frequency

8. Number of phases

9. Rated-load amperes

10. Voltage

11. Code letter (starting KVA per horsepower)

12. Design letter for integral horsepower induction motors (per NEMA Standards)

13. Service factor

14. Temperature rise at full load and at service factor load

15. Efficiency at 1/4, 1/2, 3/4 and full load

16. Power factor at 1/4, 1/2, 3/4 and full load

17. Motor outline, dimensions and weight

18. Motor winding insulation system description

19. Horsepower required by connected machine at specified conditions (load curves) shall be supplied for all compressors, propeller and positive displacement pumps.

20. The foregoing data shall also be verified after manufacture and shall be included with the information to be furnished in the operation and maintenance manuals specified.

E. The shop drawing information shall be complete and organized in such a way that the Engineer can determine if the requirements of these Specifications are being met. Copies of technical bulletins, technical data sheets from "soft-cover" catalogs, and similar information which is "highlighted" or somehow identifies the specific equipment items the Contractor intends to provide are acceptable and shall be submitted.

1.05 SPARE PARTS

A. All spare parts as recommended by the equipment manufacturer shall be furnished to the Owner by the Contractor.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. The equipment covered by this Specification is intended to be standard equipment of proven performance as manufactured by reputable concerns. Equipment shall be designed, constructed and installed in accordance with the best practices of the trade, and shall operate satisfactorily when installed as shown on the Drawings.

B. Electric motors shall be manufactured by Baldor/Reliance Electric Company; Nidec Motors; Toshiba Industrial and Power Systems, Inc.; Siemens Energy & Automation, Inc.; General Electric Company; or equal.

2.02 MATERIALS AND CONSTRUCTION

A. Motors shall be built in accordance with the latest standards of NEMA, including, but not limited to MG-1 and MG-2, IEEE, ANSI and to the requirements specified herein.

B. Type

1. Unless otherwise noted, motors specified herein shall be polyphase squirrel cage, NEMA Design B, or single-phase capacitor or repulsion start induction motors. Special equipment requiring a motor drive with unusual characteristics shall be equipped with a definite purpose motor to meet the necessary requirements.

2. Unless otherwise shown or specified, all motors 1/2 horsepower or larger shall be three-phase, 60 Hertz, NEMA Design B, squirrel cage induction motors designed for operation at 480 volts or greater as specified herein or shown on the Drawings.

3. Unless otherwise specified in the individual equipment specification for the driven equipment, or as required by the dynamic characteristics of the load as determined by the manufacturer of the machine to be driven, all polyphase squirrel cage motors shall be designed to withstand the starting voltage shown on the Drawings and shall have torque and locked rotor current characteristics as specified for NEMA Design B motors.

4. All motors 2 horsepower and smaller shall have windings encapsulated with a flexible epoxy compound, or insulated with a flexible epoxy compound, or insulated with the manufacturer's premium quality system which shall be subject to acceptance by the Engineer.

5. All motors above 250 horsepower shall have stator windings vacuum impregnated with a polyester insulation compound.

6. Unless otherwise noted, all motors smaller than 1/2 horsepower shall be standard single-phase capacitor start or repulsion start induction type designed for operation on 120 volts or 208 volts, 60 Hz alternating current. The motor shall deliver rated load without exceeding an 80 degree C temperature rise while operating in a 40 degree C ambient temperature. Small fan motors less than 1/4 HP may be splitphase or shaded pole type. Shaded pole motors rated more than 1/4 horsepower are not acceptable. Fractional horsepower motors shall be completely equipped with all necessary auxiliary components for starting and labeled as "Thermally Protected". Insulation shall be Class B, except that submersible motors shall have epoxy encapsulation. Unless otherwise noted, the motors shall be totally enclosed. Small fan motors may be of the open type where they are suitably protected from moisture dripping and lint accumulation. Motors shall be provided with sealed ball bearings lubricated for 10 years of normal use.

7. Where specified, vertical hollow shaft motors shall be designed to carry the motors', pumps', and associated equipment's full thrust. The motors shall be equipped with grease lubricated spherical roller thrust bearings and lower radial guide bearings. Vertical hollow shaft motors shall be fitted with non-reversing ratchet assemblies where required by equipment specifications. Vertical adjustment shall be provided by means of a lockable nut at the top of the shaft.

8. Vertical hollow shaft motors shall have adequate thrust bearings to carry all motor loads and any other operating equipment loads. Horizontal motors shall not be installed where subjected to external thrust loads.

C. Rating

1. Each motor shall develop ample torque for its required service through its acceleration range and throughout its rated load range. The rating of the motors offered shall in no case be less than the horsepower shown on the Drawings or elsewhere specified. It should be noted that the motor sizes indicated on the Drawings or as otherwise specified herein, are motor sizes required to operate the specific equipment which is specified. Higher rated motor sizes may be determined from the actual equipment submitted, approved, purchased, and installed. Protective devices, motor starters, disconnect switches, and other necessary equipment shall be furnished and installed for the actual motor sizes required at no additional cost.

2. Motor ratings shall be based on continuous operation. The maximum temperature rise for open and drip proof type motors shall not exceed 90 degrees C, and for totally enclosed type motors shall not exceed 80 degrees C.

D. Motor Winding Insulation

1. Insulation shall be as specified for each particular type or class of motor. The insulation system shall provide a high dielectric strength, long life covering for the windings which may be required to operate in a continually damp, corrosive, and/or chemically contaminated environment. The insulation shall be resistant to attack by moisture, acids, alkalies, abrasives, and mechanical and thermal shock. Leads shall be sealed with a non-wicking, non-hydroscopic insulation material.

2. Motor insulation resistance may be checked at any time after delivery to the job site or during the warranty period. Encapsulated motor stators may be subjected to insulation testing while completely submerged in water. Any motor not meeting the requirements specified herein will be rejected and shall be promptly replaced at no cost to the Owner.

3. Torque and locked rotor current characteristics for three phase motors shall be NEMA Design B. The locked rotor kVA/HP input at full voltage for 10 horsepower.

motors and larger shall not exceed that permitted for Code Letter "J", except for specialized equipment requiring a motor drive with special definite characteristics.

4. Unless otherwise specified, non-inverter duty motors shall be furnished with a Class F insulation system. Unless otherwise specified, inverter duty motors shall be furnished with a Class H insulation system. In either case, temperature rise shall be limited to that for Class B insulation. Output torque and speed characteristics of each motor shall be suitable to operate the driven equipment through the full range of acceleration and operating load conditions without exceeding the nameplate current rating, and/or temperature rise.

E. Nameplates

1. The motor manufacturer's nameplate shall be engraved, embossed, or stamped on a stainless steel sheet and fastened to the motor frame with No. 4 or larger oval head stainless steel screws or drive pins.

2. Nameplates shall include as a minimum, Items 1 through 14 as listed in Article 1.04 D in addition to that required by NEMA standards. The nameplate shall be positioned so as to be readily visible for inspection as installed in the facility.

F. Design

1. Motors shall be designed to accelerate and drive the connected equipment under all normal operating conditions without exceeding nameplate ratings.

2. Motors specified for operation with variable frequency drives shall be inverter duty rated. Motors shall be considered inverter duty rated only if they meet all of the requirements for NEMA MG-1 Part 31.

3. Motors shall be designed to output 100 percent of nameplate horsepower under continuous duty service without exceeding the temperature rise specified herein when controlled by the actual drives furnished. Inverter duty motors shall be designed to operate down to 10% of full load speed without the need for a line powered cooling fan.

4. Unless otherwise specified, electric motors shall be furnished with a 1.15 service factor.

5. Design selection with respect to the driven machine shall be such that the requirements do not exceed 85 percent of the motors' maximum rating modified by service factor, ambient temperature, enclosure, altitude and electrical service. The electrical service conditions shall be assumed to be 10 percent undervoltage, 5 percent underfrequency, and 3 percent voltage unbalance. Altitude shall be assumed to be the project site elevation plus 10 percent. Ambient temperature shall be assumed to be 95 degrees F in exterior locations, 104 degrees F (40 degrees C) in interior locations, and 122 degrees F (50 degrees C) within housings

or enclosures; except where higher temperatures may be encountered within or on individual items of equipment. The applicable paragraphs of NEMA MG-1 shall be used in making the design selection.

6. Motors used with belt drives shall have sliding bases to provide for belt take up.

7. Terminal boxes shall be of sufficient size to accommodate the required quantity and size of conduits. Gasketed terminal boxes shall be furnished with all splash-proof and totally enclosed motors. NEMA ratings of the terminal boxes shall be suited for the application. Motors located in hazardous locations shall be furnished with terminal boxes suitable for the specific Class, Division, and Group suitable for the application. Terminal boxes shall be sized to accommodate accessory equipment such as motor differential current transformers, where required.

8. Terminal boxes for horizontal motors shall be located on the left-hand side when viewing the motor from the drive shaft end and shall be so designed that conduit entrance can be made from above, below, or either side of the terminal box.

9. Motors larger than 250 hp shall be manufactured with the six stator coil leads wired to a suitably sized motor junction box for application in a differential relay scheme. Current transformers shall be provided by the motor manufacturer and installed in the factory. All ground connections and current transformer connections shall be made in the factory.

G. Construction

1. Frames, mounting means, and shafts shall meet NEMA Standards for the horsepower, RPM, and enclosure selected. Enclosures shall be selected according to the degree of mechanical protection required and shall not be of aluminum construction. All motors shall have a manufacturer's standard shop machinery finish, consisting of a rust-resisting priming coat of zinc chromate and a finish coat of alkyd machinery enamel. Reference Section 09 90 00 – Painting.

2. Motors shall have cast iron frames and a heavy gauge steel terminal box, with neoprene gaskets between the frame and the box and between the box and its cover. A grounding lug(s) shall be provided inside the terminal box.

3. Motors weighing more than 50 pounds shall be equipped with at least one lifting eye. All lifting hardware shall be corrosion resistant.

4. Motors located in hazardous locations shall be totally enclosed and suitable for the specific Class, Division, and Group suitable for the application.

5. Motors located in Class I or II, Division 1 hazardous locations shall bear a U.L.-674 label and shall be provided with a breather/drain approved for the hazardous

location. The U.L. listed breather/drain shall prevent the entrance of contaminants while allowing moisture to drain out of the motor.

6. When located outdoors, or elsewhere if specified, motors shall be totally enclosed, nonventilated (TENV) or totally enclosed, fan cooled (TEFC) motors, unless otherwise noted. Totally enclosed motors shall be provided with two (2) 1/4-inch drain holes drilled through the bottom of the frame, which allows complete drainage of the frame. Where specified, TEFC motors controlled by a variable frequency drive shall be provided with a separately powered cooling fan motor that runs at 60HZ to ensure proper cooling of the motor at low speeds. Cooling fan motor shall be integrally powered from the motor. Vertically oriented motors located outdoors shall be provided with a drip cover over the fan end to prevent accumulation of precipitation.

7. Unless otherwise specified, motors rated 10-horsepower or greater located outdoors, in unheated structures, in below grade areas, or as otherwise indicated, shall be furnished with space heaters and embedded motor winding high temperature switches with leads brought out of the motor terminal box. Space heaters shall be suitable for 120VAC operation and for a maximum surface temperature of less than 200 degrees C. Space heaters shall be of sufficient wattage to maintain the internal temperature of the motor at approximately 10 degrees C above the ambient temperature when the motor is not running.

8. Embedded motor winding temperature switches shall operate at temperatures well below the temperature rating of the motor winding insulation system. Motor winding temperature switches are not required where other temperature monitoring devices (e.g., RTD's) are required.

9. Unless otherwise specified in the equipment specifications, motors rated 300 HP or greater that are controlled by a VFD shall be furnished with resistance thermal detectors (RTD’s) embedded in the stator windings, two per phase. RTD’s shall be pre-wired to terminal blocks located in a separate terminal box as specified herein.

10. Unless otherwise specified in the equipment specifications, motors rated less than 300 HP that are controlled by a VFD shall be furnished with motor winding high temperature switches embedded in the stator windings with the leads brought out to the motor terminal box.

11. If so specified and when located in indoor areas which are heated and weatherproof, motors shall be open drip-proof machines. Ventilation openings shall be arranged to prevent the entrance of drops of liquid or solid particles at any angle from zero to 15 degrees downward from vertical.

12. Unless otherwise specified, or required, motors rated less than 200 horsepower shall be furnished with bearings of the grease lubricated, antifriction ball type with conveniently located grease fittings and drain plugs. A means of preventing

bearings from becoming over-greased shall be provided. Bearings shall have a minimum B-10 life of 20,000 hours.

13. Rotors shall be statically and dynamically balanced. Rotor windings shall be one-piece cast aluminum. Where applicable, rotors shall be constructed with integral fins.

14. Externally mounted motor shaft grounding rings shall be provided to protect motors against motor shaft and bearing currents. Grounding rings shall be provided for all motors controlled by VFDs, with the following exceptions:

    a. Motors located in hazardous areas

    b. Motors rated less than 1 horsepower

    c. Submersible motors

15. All motors shall be provided with factory-installed one-hole terminations (ring terminals) on the ends of all motor leads. Terminations shall be identified for use with cables that have stranding other than Class B and shall be the irreversible compression type.

16. Motors shown, on the drawings, with an auxiliary cooling fan shall be provided and installed by the motor manufacturer. A separate fan motor 120V, 1PH circuit will be provided an existing panel. Fan motor voltage shall be controlled from the associated VFD.

H. Power Factor and Efficiency

1. All motors, including vertical hollow shaft motors, in the range of 1-500 horsepower, inclusive, shall be designed specifically for energy efficiency and high-power factor. The motor efficiency and power factor shall meet or exceed the values listed in the table below when the motors are tested in accordance with the NEMA preferred test method IEEE 112A, Method B, Dynamometer. Each motor shall meet the minimum guaranteed efficiency value indicated in the table below. All tests shall be performed in accordance with the procedures contained in NEMA Standard MG1-12.58.

Table 12-11
FULL-LOAD EFFICIENCIES OF ENERGY EFFICIENT MOTORS
ENCLOSED MOTORS

HP	2 POLE		4 POLE		6 POLE		8 POLE	
	Nominal Efficiency	Minimum Efficiency	Nominal Efficiency	Minimum Efficiency	Nominal Efficiency	Minimum Efficiency	Nominal Efficiency	Minimum Efficiency
1	75.5	72	82.5	80	80	77	74	70

Table 12-11
FULL-LOAD EFFICIENCIES OF ENERGY EFFICIENT MOTORS
ENCLOSED MOTORS

HP	2 POLE		4 POLE		6 POLE		8 POLE	
	Nominal Efficiency	Minimum Efficiency	Nominal Efficiency	Minimum Efficiency	Nominal Efficiency	Minimum Efficiency	Nominal Efficiency	Minimum Efficiency
1.5	82.5	80	84	81.5	85.5	82.5	77	74
2	84	81.5	84	81.5	86.5	84	82.5	80
3	85.5	82.5	87.5	85.5	87.5	85.5	84	81.5
5	87.5	85.5	87.5	85.5	87.5	85.5	85.5	82.5
7.5	88.5	86.5	89.5	87.5	89.5	87.5	85.5	82.5
10	89.5	87.5	89.5	87.5	89.5	87.5	88.5	86.5
15	90.2	88.5	91	89.5	90.2	88.5	88.5	86.5
20	90.2	88.5	91	89.5	90.2	88.5	89.5	87.5
25	91	89.5	92.4	91	91.7	90.2	89.5	87.5
30	91	89.5	92.4	91	91.7	90.2	91	89.5
40	91.7	90.2	93	91.7	93	91.7	91	89.5
50	92.4	91	93	91.7	93	91.7	91.7	90.2
60	93	91.7	93.6	92.4	93.6	92.4	91.7	90.2
75	93	91.7	94.1	93	93.6	92.4	93	91.7
100	93.6	92.4	94.5	93.6	94.1	93	93	91.7
125	94.5	93.6	94.5	93.6	94.1	93	93.6	92.4
150	94.5	93.6	95	94.1	95	94.1	93.6	92.4
200	95	94.1	95	94.1	95	94.1	94.1	93
250	95.4	94.5	95	94.1	95	94.1	94.5	93.6
300	95.4	94.5	95.4	94s.5	95	94.1		
350	95.4	94.5	95.4	94.5	95	94.1		
400	95.4	94.5	95.4	94.5				
450	95.4	94.5	95.4	94.5				
500	95.4	94.5	95.8	95				

Table 12-12
FULL-LOAD EFFICIENCIES FOR NEMA PREMIUM™ EFFICIENCY ELECTRIC MOTORS
RATED 600 VOLTS OR LESS (RANDOM WOUND)
OPEN MOTORS

HP	2 POLE		4 POLE		6 POLE	
	Nominal Efficiency	Minimum Efficiency	Nominal Efficiency	Minimum Efficiency	Nominal Efficiency	Minimum Efficiency
1	77	74	85.5	82.5	82.5	80

Table 12-12
FULL-LOAD EFFICIENCIES FOR NEMA PREMIUM™ EFFICIENCY ELECTRIC MOTORS
RATED 600 VOLTS OR LESS (RANDOM WOUND)
OPEN MOTORS

HP	2 POLE		4 POLE		6 POLE	
	Nominal Efficiency	Minimum Efficiency	Nominal Efficiency	Minimum Efficiency	Nominal Efficiency	Minimum Efficiency
1.5	84	81.5	86.5	84	86.5	81.5
2	85.5	82.5	86.5	84	87.5	81.5
3	85.5	82.5	89.5	84	88.5	86.5
5	86.5	84	89.5	84	89.5	87.5
7.5	88.5	86.5	91	89.5	90.2	88.5
10	89.5	87.5	91.7	90.2	91.7	90.2
15	90.2	88.5	93	91.7	91.7	90.2
20	91	89.5	93	91.7	92.4	91
25	91.7	90.2	93.6	92.4	93	91.7
30	91.7	90.2	94.1	93	93.6	92.4
40	92.4	91	94.1	93	94.1	93
50	93	91.7	94.5	93.6	94.1	93
60	93.6	92.4	95	94.1	94.5	93.6
75	93.6	92.4	95	94.1	94.5	93.6
100	93.6	92.4	95.4	94.5	95	94.1
125	94.1	93	95.4	94.5	95	94.1
150	94.1	93	95.8	95	95.4	94.5
200	95	94.1	95.8	95	95.4	94.5
250	95	94.1	95.8	95	95.4	94.5
300	95.4	94.5	95.8	95	95.4	94.5
350	95.4	94.5	95.8	95	95.4	94.5
400	95.8	95	95.8	95	95.8	95
450	95.8	95	96.2	95.4	96.2	95.4
500	95.8	95	96.2	95.4	96.2	95.4

NOTES:

(Motor data for continuous duty, NEMA Design B, 1.15 service factor, 40 degrees Celsius ambient, Class F insulation, 3 phase, 460 volt, at listed speed rating.

(TEFC efficiencies apply to both horizontal and vertical motors.

2. Motors rated 50 horsepower or greater shall be individually tested at the factory before shipment, with a copy of test results provided for the Engineer, to assure compliance with the efficiency and power factor specifications.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Motors shall be installed as shown on the Drawings and in accordance with the manufacturer's installation instructions.

3.02 DELIVERY, STORAGE, AND HANDLING

A. Motors shall be properly protected from weather hazards. Motors shall not be allowed to be wrapped tightly in plastic while outdoors. Motors delivered to the site which will not be put in service for a time more than 30 calendar days, whether in storage or installed, shall have the shafts rotated a minimum of five (5) rotations every 30 days.

B. Motors provided with space heaters shall have temporary power applied to the heaters no later than 14 calendar days after delivery to the site until permanent power can be applied to the heaters.

C. Motors that, in the opinion of the Engineer, have not been properly protected shall be inspected by the manufacturer's representative. Any required electrical corrections for testing shall be made at the Contractor's expense prior to acceptance and/or use.

D. All motors shall operate without any undue noise or vibration and shall show no signs of phase unbalance.

3.03 TESTING

A. All tests shall be performed in accordance with the requirements of the General Conditions and Division 01. The following tests are required:

1. Witnessed Shop Tests

a. All motors shall be shop tested and inspected in accordance with the equipment manufacturer's standard procedures. Shop tests for motors 100 horsepower and larger may be witnessed by the Engineer. The manufacturer's testing and inspection procedures shall demonstrate that the equipment tested conforms to the requirements specified, all other applicable requirements, and shall be approved by the Engineer. At least 10 days' notice shall be given the Engineer prior to tests and inspection dates.

b. In addition to the efficiency and power factor testing specified herein, each motor shall be tested to determine compliance with the applicable requirements of the IEEE, ANSI and NEMA. Tests shall be as follows:

1) Motors less than 50 HP:

a) Each motor shall be subjected to a standard, short commercial test including the following:

i. Running current, no load

ii. Locked rotor current

iii. High potential

iv. Winding resistance

v. Bearing inspection

2) Motors between 50 and 100 HP

a) Each motor shall be subjected to the above tests and shall be furnished with certified test results.

3) Motors larger than 100 HP

a) Each motor shall be furnished with certified test results. Each motor shall be subjected to a complete test consisting of full load heat run, percent slip, running load current, locked rotor current, breakdown torque (calculated), starting torque, winding resistance, high potential, secondary current and voltage at collector rings (wound rotor), efficiencies at 100, 75 and 50 percent of full load, power factors at 100, 75 and 50 percent of full load and bearing inspection. Tests will be witnessed by the Engineer where specifically indicated.

4) Test Reports

a) All test results for motors over 100 horsepower shall be submitted to the Engineer for approval. Copies of witnessed test raw data shall be submitted to the Engineer immediately upon completion of such tests.

2. Field Tests

a. Field tests shall be performed in accordance with the requirements specified in the General Conditions, Division 01, and Section 26 05 00 - Basic Electrical Requirements.

b. All electric motors furnished for this project one (1) horsepower or larger shall have the information required in the following tabulation completed. See Exhibit "A" on following page.

c. All field testing shall be witnessed by the Engineer.

END OF SECTION

SECTION 26 09 16
ELECTRIC CONTROLS AND RELAYS

PART 1 – GENERAL

1.01 THE REQUIREMENT

A. The Contractor shall furnish, install, test, and place in satisfactory operation all electric controls and relays as specified herein and indicated on the Drawings.

B. Electrical control and relay systems shall be assembled using NEMA rated components. Components designed and built to International Electrotechnical Commission (IEC) standards are not recognized. Equipment designed, manufactured, and labeled in compliance with IEC standards is not acceptable.

C. Reference Section 26 05 00 – Basic Electrical Requirements and Section 26 05 53 – Identification for Electrical Systems.

1.02 CODES AND STANDARDS

A. Products specified herein shall be in conformance with or listed to the following standards as applicable:

1. NEMA 250 – Enclosures for Electrical Equipment

2. UL 508A – Standard for Industrial Control Panels

3. UL-1203 – Standard for Explosion-proof and Dust-ignition-proof Electrical Equipment for use in Hazardous (Classified) Locations.

4. ANSI/ISA 12.12.01-2013 – Nonincendive Electrical Equipment for use in Class I and II, Division 2 Hazardous (Classified) locations.

1.03 SUBMITTALS

A. In accordance with the procedures and requirements set forth in the General Conditions and Section 01 33 00 – Submittal Procedures, the Contractor shall obtain from the equipment manufacturer and submit the following:

1. Shop Drawings

2. Spare Parts List

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B. Each submittal shall be identified by the applicable Specification Section.

1.04 SHOP DRAWINGS

A. Each submittal shall be complete in all respects, incorporating all information and data listed herein and all additional information required for evaluation of the proposed equipment's compliance with the Contract Documents.

B. Partial, incomplete or illegible submittals will be returned to the Contractor without review for resubmittal.

C. Shop drawings shall include but not be limited to:

1. Product data sheets.

D. The shop drawing information shall be complete and organized in such a way that the Engineer can determine if the requirements of these Specifications are being met. Copies of technical bulletins, technical data sheets from "soft-cover" catalogs, and similar information which is "highlighted" or somehow identifies the specific equipment items the Contractor intends to provide are acceptable and shall be submitted.

1.05 SPARE PARTS

A. All spare parts as recommended by the equipment manufacturer shall be furnished to the Owner by the Contractor. In addition to the manufacturer recommended spare parts, the following spare parts shall be provided for the local control stations:

1. One (1) contact block of each type furnished on the project

2. One (1) indicating light lens of each color furnished on the project

3. One (1) LED lamp of each color furnished on the project

B. The spare parts shall be packed in containers suitable for long term storage, bearing labels clearly designating the contents and the pieces of equipment for which they are intended.

C. Spare parts shall be delivered at the same time as the equipment to which they pertain. The Contractor shall properly store and safeguard such spare parts until completion of the work, at which time they shall be delivered to the Owner.

D. Spare parts lists, included with the shop drawing submittal, shall indicate specific sizes, quantities, and part numbers of the items to be furnished. Terms such as "1 lot of packing material" are not acceptable.

E. Parts shall be completely identified with a numerical system to facilitate parts control and stocking. Each part shall be properly identified by a separate number. Those parts which are identical for more than one size, shall have the same part number.

PART 2 – PRODUCTS

2.01 CONTROL COMPONENTS

A. Manufacturers

1. Control components shall be manufactured by Eaton, The Square D Company, General Electric, Allen-Bradley, Siemens Energy and Automation, or Engineer approved equal.

B. Pilot Devices

1. General

a. All pilot devices shall be provided with a legend plate. Legend plates shall have a white background and black lettering and indicate the function of the respective pilot device. The text shown on the Drawings or indicated in the specifications shall be used as the basis for legend plate engraving (e.g., HAND-OFF-AUTO, RUN, EMERGENCY STOP, etc.).

b. All pilot devices shall be selected and properly installed to maintain the NEMA 250 rating of the enclosure in which they are installed. All pilot devices shall be UL 508 Listed.

c. All pilot devices shall be 30.5mm in diameter, unless otherwise indicated. 22mm devices are not acceptable.

d. Pilot devices for all electrical equipment under this Contract shall be of the same type and manufacturer unless otherwise specified herein or indicated on the Drawings.

e. In Class 1 Division 2 hazardous locations, pilot devices shall be the hermetically sealed type, constructed in accordance with ANSI/ISA 12.12.01.

2. Pushbuttons

a. Pushbuttons shall be non-illuminated, black in color, and have momentary style operation unless otherwise indicated on the Drawings.

b. Pushbuttons shall have the quantity of normally closed and/or normally open contacts as indicated on the Drawings and as required. In addition to the required contacts, one (1) spare normally open and one (1) spare normally closed contact shall be installed at each pushbutton. Contacts shall be rated for 5A at 250VAC/DC (minimum), but no less than required for the application.

c. Pushbuttons shall be provided with a full guard around the perimeter of the button. Where a lockout style pushbutton is specified or indicated on the Drawings, provide a padlockable guard.

3. Selector Switches

a. Selector switches shall be non-illuminated, black in color, and have the number of maintained positions as indicated on the Drawings and as required. Handles shall be the extended type that provide a greater surface area for operation.

b. Selector switches shall have the quantity of normally closed and/or normally open contacts as indicated on the Drawings and as required. In addition to the required contacts, one (1) spare normally open and one (1) spare normally closed contact shall be installed at each selector switch. Contacts shall be rated for 5A at 250VAC/DC (minimum), but no less than required for the application.

c. Where indicated in the Drawings or Specifications, provide spring return positions.

d. Selector switches shall be provided with an indexing component that fits into the keyed portion of the cutout for the device and prevents the switch from spinning when operated.

4. Indicating Lights

a. Indicating lights shall be LED type, with the proper voltage rating to suit the application, and push-to-test feature.

b. Indicating light lens colors shall be as required in equipment specifications and/or as indicated on the Drawings. If lens colors are not indicated, the following colors shall be used:

Color	Designation
Red	"Run", "On", “Open”
Green	"Off", “Closed”
Amber	"Alarm", "Fail"
White	“Control Power On”

5. Emergency Stop and Tagline Switches

a. Emergency stop switches shall be non-illuminated, red in color, with a minimum 35mm diameter mushroom head. Once activated, switch shall maintain its position and require a manual pull to release/reset.

b. Tagline switches shall have a plunger that activates upon tension from the associated safety cable. Once activated, switch shall maintain its position and require a manual release/reset.

c. Emergency stop and tagline switches shall have the quantity of normally closed and/or normally open contacts as indicated on the Drawings and as required. In addition to the required contacts, one (1) spare normally open and one (1) spare normally closed contact shall be installed at each switch. Contacts shall be rated for 5A at 250VAC/DC (minimum), but no less than required for the application.

C. Relays and Timers

1. General

a. Control relays and timers shall be furnished with an integral pilot light for positive indication of coil energization.

b. Relays and timers for all electrical equipment under this Contract shall be of the same type and manufacturer unless otherwise specified herein or indicated on the Drawings.

2. Control and Pilot Relays

a. Relays shall have a clear or translucent housing that allows the contacts to be visually inspected without disassembly.

b. Relays shall have coil voltage as required to suit the application and/or as indicated on the Drawings.

c. Relays shall be provided with contacts rated for 10A (resistive), minimum, at 120/240 VAC and 28 VDC. Relays shall have 3-pole, double-throw (3PDT) contact arrangement.

3. Time Delay Relays

a. Timers delay relays shall utilize electronic timing technology. Mechanical timing devices are not acceptable.

b. Relays shall have coil voltage as required to suit the application and/or as indicated on the Drawings.

c. Relays shall be provided with contacts rated for 10A (resistive), minimum, at 120/240 VAC and 28 VDC. Relays shall have double-pole double-throw (DPDT) contact arrangement.

d. Time delay ranges shall be as indicated on the Drawings and/or as required to suit the application. Timing range shall be adjustable from the front of the relay. On delay and off delay timer configurations shall be provided as indicated on the Drawings and/or as required to suit the application.

4. Elapsed Time Meters

a. Elapsed time meters shall be non-resettable type with no less than a 6-digit display. Coil voltage shall be as required to suit the application and/or as indicated on the Drawings.

D. Control Terminal Blocks

1. Control terminal blocks shall be assembled on non-current carrying galvanized steel DIN mounting rails securely bolted to the enclosure or subpanel. Terminals shall be tubular screw type with pressure plate that will accommodate wire size range of #22 – #8 AWG.

2. Control terminal blocks shall be single tier with a minimum rating of 600 volts and 20A. Separate terminal strips shall be provided for each type of control used (i.e., 120VAC vs. 24VDC). Quantity of terminals shall be provided as required to suit the application. In addition, there shall be enough terminals for the termination of all spare conductors.

3. Terminals shall be marked with a permanent, continuous marking strip, with each terminal numbered. One side of each terminal shall be reserved exclusively for incoming field conductors. Common connections and jumpers required for internal wiring shall not be made on the field side of the terminal.

2.02 LOCAL CONTROL STATIONS

A. Local control stations shall be furnished and installed complete with pushbuttons, selector switches, indicating lights, and other devices as indicated on the Drawings.

B. Specific devices installed in local control stations shall be provided in accordance with the requirements specified elsewhere in this Section.

C. In non-hazardous locations, local control stations shall be furnished with the following enclosure type and material of construction, dependent upon the designation of the area in which they are to be installed. Area designations are indicated on the Drawings.

Area Designation	Enclosure Type and Material
Indoor Wet Process Area	NEMA 4X, Type 304 Stainless Steel
Indoor Dry Process Area	NEMA 12, Die Cast Zinc
Indoor Dry Non-process Area	NEMA 12, Die Cast Zinc
Indoor Type 1 Chemical Storage/Transfer Area	NEMA 4X, Fiberglass or Thermoplastic Polyester
Indoor Type 2 Chemical Storage/Transfer Area	NEMA 4X, Type 304 Stainless Steel
All Outdoor Areas	NEMA 4X, Type 304 Stainless Steel

D. In hazardous locations, local control stations shall be furnished with the following enclosure type and material of construction, dependent upon the classification of the area in which they are to be installed. Area classifications are indicated on the Drawings.

Area Classification	Enclosure Type and Material
Class I, Division 1, Group D	NEMA 7, Die Cast Aluminum
Class I, Division 2, Group D	NEMA 4X, Type 304 Stainless Steel
Class II, Division 1, Group F	NEMA 9, Die Cast Aluminum
Class II, Division 2, Group F	NEMA 9, Die Cast Aluminum

E. Non-metallic enclosures, NEMA 7 enclosures, and NEMA 9 enclosures shall be provided with threaded integral conduit hubs. Conduit hubs shall be external to the enclosure.

F. Local control stations for use in non-hazardous locations shall be UL-508 Listed. Local control stations for use in Class I Division 1 and Class II Divisions 1/2 hazardous locations shall be UL-1203 Listed. Local control stations for use in Class I Division 2 hazardous locations shall be in accordance with ANSI/ISA 12.12.01-2013.

G. Provide a nameplate on each local control station in accordance with Section 26 05 53 – Identification for Electrical Systems. The name and/or number of the equipment associated with each control station shall be engraved on the nameplate, followed by the words “LOCAL CONTROL STATION”.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Local control stations shall be provided in the enclosure type and material of construction required for the area in which it is installed. Reference the requirements in Part 2 herein, and the area designations indicated on the Drawings.

B. All control components shall be mounted in a manner that will permit servicing, adjustment, testing, and removal without disconnecting, moving, or removing any other component. Components mounted on the inside of panels shall be mounted on removable plates and not directly to the enclosure. Mounting shall be rigid and stable unless shock mounting is required otherwise by the manufacturer to protect equipment from vibration. Component's mounting shall be oriented in accordance with the component manufacturer's and industries' standard practices.

C. Pilot devices shall be properly bonded to the equipment enclosure door where they are installed. If proper bonding cannot be achieved through the locknuts that affix the device in place, a green colored bonding screw shall be provided on the pilot device. The device shall be bonded to the equipment enclosure with an insulated green bonding conductor.

D. Local control station covers shall be bonded to the local control station enclosure with an insulated green bonding conductor.

E. Wiring to devices at each local control station shall be provided with enough slack to permit the local control station cover to be removed and pulled at least 6 inches away from the enclosure.

F. Terminal strips, relays, timers, and similar devices shall not be installed on the rear of the panel/cabinet doors. Terminal strips, relays, timers, and similar devices shall not be installed on the side walls of panel/cabinet interiors without written permission from the Engineer.

END OF SECTION

SECTION 26 27 26
WIRING DEVICES

PART 1 – GENERAL

1.01 THE REQUIREMENT

A. The Contractor shall furnish and install all switches, and receptacles as shown on the Drawings.

B. All switches and receptacles shall be furnished and installed in outlet boxes. Reference Section 26 05 33.16 – Boxes for Electrical Systems for outlet box requirements.

C. Reference Section 26 05 00 – Basic Electrical Requirements and Section 26 05 19 – Low-Voltage Conductors and Cables.

1.02 CODES AND STANDARDS

A. Wiring devices shall be designed, manufactured, and/or listed to the following standards as applicable:

1. UL 20 – General Use Snap Switches

2. UL 498 – Standard for Attachment Plugs and Receptacles

3. UL 943 – Ground Fault Circuit Interrupters

4. UL 1203 – Standard for Explosion-proof and Dust-ignition-proof Electrical Equipment for use in Hazardous (Classified) Locations.

1.03 SUBMITTALS

A. In accordance with the procedures and requirements set forth in the General Conditions and Section 01 33 00 – Submittal Procedures, the Contractor shall obtain from the equipment manufacturer and submit shop drawings. Each submittal shall be identified by the applicable Specification Section.

1.04 SHOP DRAWINGS

A. Each submittal shall be complete in all respects, incorporating all information and data listed herein and all additional information required for evaluation of the proposed equipment's compliance with the Contract Documents.

B. Partial, incomplete, or illegible submittals will be returned to the Contractor without review for resubmittal.

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C. Shop drawings shall include, but not be limited to:

1. Product data sheets.

1.05 SPARE PARTS

A. The Contractor shall furnish 10% (minimum of 1) spare of each receptacle, switch, and plug furnished and installed for this project.

B. Spare parts lists, included with the shop drawing submittal, shall indicate specific sizes, quantities, and part numbers of the items to be furnished. Terms such as "1 lot of packing material" are not acceptable.

C. Parts shall be completely identified with a numerical system to facilitate parts inventory control and stocking. Each part shall be properly identified by a separate number. Those parts which are identical for more than one size shall have the same parts number.

1.06 IDENTIFICATION

A. Each switch and receptacle shall be identified with the equipment item number, manufacturer's name or trademark, and such other information as the manufacturer may consider necessary, or as specified, for complete identification.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. The equipment covered by these Specifications is intended to be standard equipment of proven performance as manufactured by reputable concerns. Equipment shall be designed, constructed and installed in accordance with the best practices of the trade, and shall operate satisfactorily when installed as shown on the Drawings.

B. The Contractor shall use the products of a single manufacturer for each type of wiring device.

C. The Contractor shall use the products of a single manufacturer for all device plates. Plate variations are allowed for the following devices:

1. Where the selected plate manufacturer does not manufacture a suitable finish plate.

2. For heavy-duty receptacles rated at more than 30A.

3. Where non-standard plates are required, specified, or shown.

D. The Contractor shall furnish and install all wiring devices and device plates.

E. In non-hazardous areas, provide specification grade devices manufactured by Appleton, Crouse-Hinds, Leviton, Hubbell, Pass & Seymour, or Engineer approved equal.

F. In hazardous areas, provide devices manufactured by Appleton, Cooper Crouse-Hinds, Hubbell-Killark, or Engineer approved equal.

2.02 WIRING DEVICES

A. Wall switches for non-hazardous areas shall be rated for the current required to suit the application, but not less than 20A. Double pole, three-way, and four-way switches shall be provided where indicated on the Drawings, and as required. Switches shall be rated for 120-277VAC and shall be UL 20 Listed.

B. Convenience receptacles for non-hazardous areas shall be rated for 20A at 125VAC and shall be UL 498 Listed. Receptacles shall be weather resistant where installed in wet or damp locations.

C. Special purpose receptacles (welders, lab equipment, etc.) shall be provided with the proper NEMA configuration and ampacity as indicated on the Drawings. The coordinating plug for each special purpose receptacle shall be provided with the equipment which it is serving.

D. Ground fault circuit interrupter receptacles shall be rated for 20A at 125VAC and shall be UL 943 Listed. Receptacles shall be weather resistant where installed in wet or damp locations.

E. Wall switches for hazardous areas shall be the factory sealed type, UL 1203 Listed for use in the hazardous area. Wall switches shall be rated for 120-277VAC, and shall be rated for the current required to suit the application, but not less than 20A

F. Receptacles for hazardous areas shall be rated 20A at 120-240VAC. Receptacles shall be UL 1203 listed for use in the hazardous area, utilizing delayed-action construction.

G. All wiring devices shall be approved for use with stranded conductors, if stranded conductors are to be used with the device. Reference Section 26 05 19 – Low-Voltage Conductors and Cable for conductor requirements

2.03 DEVICE PLATES

A. Device plates for indoor flush-mounted receptacles and switches shall be made of Type 304 stainless steel, not less than 0.032 of an inch thick, with beveled edges and milled on the rear so as to lie flat against the wall. Devices plates shall be provided with a gasket.

B. Device plates for outdoor installations, indoor wet process areas, and chemical storage/transfer areas shall be Appleton Type FSK, Crouse-Hinds #DS185, or equal for wall switches. Device plates for receptacles shall be “in-use” style. “In-use”

weatherproof covers shall be rugged, minimum 3 ¼" depth, die-cast aluminum as manufactured by Thomas & Betts "Red Dot," Intermatic International, Inc., or equal.

C. Device plates for indoor dry process and non-process areas with surface mounted boxes shall be Crouse-Hinds DS32, or equal for switches, and Crouse-Hinds DS23 or equal for receptacles.

2.04 PLUGS

A. The Contractor shall furnish suitable plugs with equipment furnished under the respective Specification Section. Plugs shall be black rubber or plastic. For waterproof receptacles, the plugs shall be similar in construction to the receptacles and shall be encased in corrosion resistant yellow housing provided with clamping nuts and stuffing gland cable outlets.

2.05 PROCESS INSTRUMENTS

A. The Contractor shall furnish and install a local disconnect switch at each process instrument (e.g., level transmitter, flow transmitter, analytical instrument etc.,) to disconnect the 120VAC power supply to the instrument. The device shall be a NSSC series manual motor starting switch without overload protection as manufactured by Crouse-Hinds, Appleton equivalent, or equal. For hazardous locations, the device shall be UL 1203 Listed.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Where more than one (1) switch occurs at one (1) location, gang plates shall be used.

B. All device plates shall be set true and plumb and shall fit tightly against the finished wall surfaces and outlet boxes.

C. Wiring device box (outlet box) mounting heights shall be as specified in Section 26 05 33.16 – Boxes for Electrical Systems.

D. When indicated height would place any of the equipment at an unsuitable location such as at a molding or break in wall finish, the Contractor shall bring it to the attention of the Engineer for a decision.

E. Receptacles installed in toilet, locker, and bathrooms, and within 6 feet of a sink, shall be of ground fault interrupter type. Ground fault circuit interrupter receptacles shall also be furnished and installed in additional locations where indicated on the Drawings, and as required by the NEC.

F. All receptacles shall have a self-adhesive label installed on the top at the respective device plate that indicates which panel and which circuit number the receptacle is supplied from. Labels shall have a white background and black lettering in 14-point font.

3.02 CIRCUITING

A. Convenience receptacles shall be grouped on circuits separate from the lighting circuits. A maximum of eight (8) convenience receptacles are permitted per 20A, 120V circuit, unless otherwise indicated on the Drawings.

END OF SECTION

SECTION 26 28 16.16
ENCLOSED SWITCHES

PART 1 – GENERAL

1.01 THE REQUIREMENT

A. The Contractor shall furnish and install separately mounted, individual disconnect switches as specified herein and indicated on the Drawings.

B. Disconnect switches for process instruments are not included in the scope of this Section and shall be as specified in Section 26 27 26 – Wiring Devices.

C. Reference Section 26 05 00 – Basic Electrical Requirements and Section 26 05 53 – Identification of Electrical Systems.

1.02 CODES AND STANDARDS

A. Disconnect switches shall be designed, manufactured, and/or listed to the following standards as applicable:

1. UL 98 – Enclosed and Dead-Front Switches

2. UL 1203 – Standard for Explosion-proof and Dust-ignition-proof Electrical Equipment for use in Hazardous (Classified) Locations.

3. NEMA 250 – Enclosures for Electrical Equipment

4. NEMA KS 1 – Heavy Duty Enclosed and Dead-Front Switches

1.03 SUBMITTALS

A. In accordance with the procedures and requirements set forth in the General Conditions and Section 01 33 00 – Submittal Procedures, the Contractor shall obtain from the equipment manufacturer and submit the following:

1. Shop Drawings

2. Spare Parts List

3. Each submittal shall be identified by the applicable Specification Section.

1.04 SHOP DRAWINGS

A. Each submittal shall be complete in all respects, incorporating all information and data listed herein and all additional information required for evaluation of the proposed equipment's compliance with the Contract Documents.

B. Partial, incomplete or illegible submittals will be returned to the Contractor without review for resubmittal.

C. Shop drawings shall include but not be limited to:

1. Product data sheets.

2. Complete layout and installation drawings with clearly marked dimensions for each type/size/rating of disconnect switch.

3. Assembled weight of each unit.

D. The shop drawing information shall be complete and organized in such a way that the Engineer can determine if the requirements of these Specifications are being met. Copies of technical bulletins, technical data sheets from "soft-cover" catalogs, and similar information which is "highlighted" or somehow identifies the specific equipment items that the Contractor intends to provide are acceptable and shall be submitted.

1.05 SPARE PARTS

A. The equipment shall be furnished with all spare parts as recommended by the equipment manufacturer.

B. One (1) complete set of spare fuses for each ampere rating installed shall be furnished and delivered to the Owner at the time of final inspection.

C. Spare parts lists, included with the shop drawing submittal, shall indicate specific sizes, quantities, and part numbers of the items to be furnished. Terms such as "1 lot of packing material" are not acceptable.

D. Parts shall be completely identified with a numerical system to facilitate parts inventory control and stocking. Each part shall be properly identified by a separate number. Those parts which are identical for more than one size, shall have the same parts number.

1.06 IDENTIFICATION

A. Each equipment item shall be identified with a nameplate. The nameplate shall be engraved indicating the circuit number and equipment name with which it is associated. Equipment identification shall be in accordance with Section 26 05 53 – Identification for Electrical Systems.

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PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. The equipment covered by this Specification is intended to be standard equipment of proven performance as manufactured by reputable concerns. Equipment shall be designed, constructed and installed in accordance with the best practices of the trade, and shall operate satisfactorily when installed as shown on the Drawings.

B. Switches shall be manufactured by the Square D Company, Eaton, the General Electric Company, or Siemens Energy and Automation, Inc.

2.02 DISCONNECT SWITCHES

A. Disconnect switches shall be heavy-duty type and/or as specified in these Specifications. Switches shall be furnished and installed as shown on the Drawings and as required by the NEC. Handles shall be lockable.

B. Disconnect switches for non-hazardous areas shall be UL 98 Listed. Disconnect switches for hazardous areas shall be UL 1203 Listed.

C. Switches shall meet NEMA Standard KS 1 type HD requirements, be, single-throw, be externally operated, and be fused or non-fused as indicated on the Drawings. Switches shall have the number of the poles, voltage, and ampere ratings as shown on the Drawings.

D. Enclosure Types and Materials

1. In non-hazardous locations, disconnect switches shall be furnished with the following enclosure type and material of construction, dependent upon the designation of the area in which they are to be installed. Area designations are indicated on the Drawings.

Area Designation	Enclosure Type and Material
Indoor Wet Process Area	NEMA 4X, Type 304 Stainless Steel
Indoor Dry Process Area	NEMA 12, Painted Steel
Indoor Dry Non-Process Area	NEMA 1, Painted Steel
Indoor Type 1 Chemical Storage/Transfer Area	NEMA 4X, Fiberglass
Indoor Type 2 Chemical Storage/Transfer Area	NEMA 4X, Type 304 Stainless Steel
All Outdoor Areas	NEMA 4X, Type 304 Stainless Steel

2. In hazardous locations, disconnect switches shall be furnished with the following enclosure type and material of construction, dependent upon the classification of the area in which they are to be installed. Area classifications are indicated on the Drawings.

Area Classification	Enclosure Type and Material
Class I, Division 1, Group D	NEMA 7, Die Cast Aluminum
Class I, Division 2, Group D	NEMA 7, Die Cast Aluminum
Class II, Division 1, Group F	NEMA 9, Die Cast Aluminum
Class II, Division 2, Group F	NEMA 9, Die Cast Aluminum

3. Non-metallic enclosures, NEMA 7 enclosures, and NEMA 9 enclosures shall be provided with threaded integral conduit hubs.

4. Where located outdoors or in indoor wet process areas, NEMA 7 and NEMA 9 enclosures shall also carry a NEMA 4X rating.

E. Disconnect switches shall be quick-make, quick-break and with an interlocked cover which cannot be opened when switch is in the "ON" position and capable of being locked in the "OPEN" position.

F. A complete set of fuses for all switches shall be furnished and installed as required. Time-current characteristic curves of fuses serving motors or connected in series with circuit breakers shall be coordinated for proper operation. Fuses shall have voltage rating not less than the circuit voltage.

G. Disconnect switches shall be furnished with a factory installed internal barrier kit that helps prevent accidental contact with live parts and provides “finger-safe” protection when the door of the enclosed switch is open.

H. Disconnect switches shall be furnished with a manufacturer-supplied ground lug kit for termination of equipment grounding conductors. Where a grounded (neutral) conductor is shown on the Drawings in the conduits connected to the disconnect switch, a manufacturer-supplied neutral bar shall be furnished for termination of the grounded conductors. Third party ground lug and neutral lug kits not supplied by the disconnect switch manufacturer are not acceptable.

I. Fused disconnect switches shall be furnished for motor operated valve and gate actuators where shown on the Drawings. The Contractor shall coordinate the supply of these fused switches with the specific requirements of the actuator. Fuses with fast fault clearing times may be required for modulating valve actuators.

J. Disconnect switches for all motors connected to variable frequency drives (VFDs) shall be furnished with a factory installed electrical interlock kit that includes one (1) early-break auxiliary contact rated for 5A (minimum) at 120 VAC to be used to open the control circuit before the main switch blades break.

PART 3 – EXECUTION

3.01 INSTALLATION

A. All disconnect switches shall be mounted five (5) feet above the floor or finished grade, at the equipment height where appropriate, or where shown otherwise.

B. Disconnect switches shall be provided in the enclosure type and material of construction required for the area in which it is installed. Reference the requirements in Part 2 herein, and the area designations indicated on the Drawings.

3.02 TESTING

A. All tests shall be performed in accordance with the requirements of the General Conditions and Division 01. The following tests are required:

1. Field Tests

a. Field testing shall be done in accordance with the requirements specified in the General Conditions, Division 01, and NETA Acceptance Testing Specifications, latest edition.

END OF SECTION

SECTION 26 43 13
SURGE PROTECTIVE DEVICES

PART 1 – GENERAL

1.01 THE REQUIREMENT

A. The Contractor shall furnish, install, and place in satisfactory operation, the surge protective devices (SPD) as specified herein and indicated on the Drawings.

B. Reference Section 26 05 19 – Low-Voltage Conductors and Cables, and Section 26 05 53 – Identification for Electrical Systems.

1.02 CODES AND STANDARDS

A. The surge protective device shall be designed, manufactured, and/or listed to the following standards as applicable:

1. Underwriters Laboratories, Inc. (UL)

a. UL1449, latest edition: Surge Protective Devices

b. UL1283, latest edition: Electromagnetic Interference Filters

B. American National Standards Institute (ANSI)/Institute of Electrical & Electronic Engineers (IEEE)

1. C62.41.1: 2002 Guide for Surge Voltages in Low-Voltage AC Power Circuits

2. C62.41.2: 2002 Recommend Practice on Characterization of Surges in Low Voltage (100V and Less) AC Power Circuits.

3. C62.45: 2002 IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000V and Less) AC Power Circuits

4. C62.62: 2000 IEEE Standard Test Specifications for Surge Protective Devices for Low Voltage (1000V and Less) AC Power Circuits

1.03 SUBMITTALS

A. In accordance with the procedures and requirements set forth in General Conditions and Section 01 33 00 – Submittal Procedures, the Contractor shall obtain from the equipment manufacturer and submit the following:

1. Shop Drawings

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2. Operation and Maintenance Manuals

3. Spare Parts List

1.04 SHOP DRAWINGS

A. Each submittal shall be complete in all respects, incorporating all information and data listed herein and all additional information required for evaluation of the proposed equipment's compliance with the Contract Documents.

B. Partial, incomplete, or illegible submittals will be returned to the Contractor without review for re-submittal.

C. Drawings submitted by the manufacturer shall be complete and documented to provide the Owner with operations and maintenance capabilities.

D. Shop drawings for each SPD shall include but not be limited to:

1. A Compliance, Deviations, and Exceptions (CD&E) letter. If the shop drawings are submitted without this CD&E letter, the submittal will be rejected. The letter shall include all comments, deviations and exceptions taken to the Drawings and Specifications by the Contractor AND Equipment Manufacturer/Supplier. This letter shall include a copy of this Specification Section. In the left margin beside each and every paragraph/item, a letter "C", "D", or "E" shall be typed or written in. The letter "C" shall be for full compliance with the requirement. The letter "D" shall be for a deviation from the requirement. The letter "E" shall be for taking exception to a requirement. Any requirements with the letter "D" or "E" beside them shall be provided with a full typewritten explanation of the deviation/exception. Handwritten explanation of the deviations/exceptions is not acceptable. The CD&E letter shall also address deviations, and exceptions taken to each Drawing related to this Specification Section.

2. Product Data Sheets.

3. Detailed drawings showing weights and dimensions.

4. Wiring diagrams showing field connections.

5. Proof that all products provided under this Section are UL listed and labeled by Underwriters Laboratories to UL1449, latest Edition. This proof shall be a copy of the data listed under the UL File Number for the manufacturer, which may be obtained from the UL Online Certification Directory. No other means of proving compliance (such as manufacturer data sheets, marketing material, etc.) will be considered acceptable.

6. Proof of Short Circuit Current Ratings (SCCR), Voltage Protection Ratings (VPRs) for all modes, Maximum Continuous Operating Voltage rating (MCOV), Nominal

Discharge Current (In), and device listing Type shall be submitted using the same means as described in the paragraph above.

7. Proof that all products provided under this Section are UL listed and labeled by Underwriters Laboratories to UL 1283, latest Edition. This proof shall be a copy of the data listed under the UL File Number for the manufacturer, which may be obtained from the UL Online Certification Directory. No other means of proving compliance (such as manufacturer data sheets, marketing material, etc) will be considered acceptable.

8. Manufacturer's Warranty Information

E. The shop drawing information shall be complete and organized in such a way that the Engineer can determine if the requirements of these Specifications are being met. Copies of technical bulletins, technical data sheets from "Soft Cover" catalogs, and similar information which is "highlighted" or somehow identifies the specific equipment items the Contractor intends to provide are to provide are acceptable and shall be submitted.

1.05 OPERATION AND MAINTENANCE MANUALS

A. The Contractor shall submit operation and maintenance manuals in accordance with the procedures and requirements set forth in the General Conditions and Division 01.

1.06 SPARE PARTS

A. All spare parts as recommended by the equipment manufacturer shall be furnished by the Contractor to the Owner.

B. The Contractor shall furnish one (1) spare field replacement module of each rating provided under this Contract.

C. The spare parts shall be packed in containers suitable for long term storage, bearing labels clearly designating the contents and the pieces of equipment for which they are intended.

D. Spare parts shall be delivered at the same time as the equipment to which they pertain. The Contractor shall properly store and safeguard such spare parts until completion of the Work, at which time they shall be delivered to the Owner.

E. Spare parts lists, included with the shop drawing submittal shall indicate specific sizes, quantities, and part numbers of the items to be furnished. Terms such as "1 lot of packing material" are not acceptable.

F. Parts shall be completely identified with a numerical system to facilitate parts inventory control and stocking. Each part shall be properly identified by a separate number. Those parts which are identical for more than one size, shall have the same part number.

1.07 IDENTIFICATION

A. Each SPD shall be identified by the circuit number and equipment name as indicated on the Drawings. A nameplate shall be securely affixed in a conspicuous place on each SPD. Nameplates shall be as specified in Section 26 05 53 – Identification for Electrical Systems.

1.08 WARRANTY

A. All SPDs, associated hardware, and supporting components shall be warranted to be free from defects in materials and workmanship, under normal use and in accordance with the instructions provided, for a period of five (5) years after acceptance of the equipment by the Owner.

B. Any component or subassembly contained within the surge protection system that shows evidence of failure or incorrect operation during the warranty period, shall be replaced by the manufacturer at no additional cost to the Owner.

PART 2 – PRODUCTS

2.01 GENERAL

A. The SPD units shall be UL 1449 Listed and must bear the UL mark. Units that are “manufactured in accordance with” UL 1449 or tested by other testing agencies “in accordance with” UL 1449 are not acceptable and will be rejected.

B. Type II SPD units shall be UL 1283 Listed and must bear the UL mark. Units that are “manufactured in accordance with” UL 1283 or tested by other testing agencies “in accordance with” UL 1283 are not acceptable and will be rejected. Further, SPD units using UL 1283 capacitors but not tested to UL 1283 will be rejected.

2.02 PRODUCTS

A. Type I surge protective devices (SPD) shall be furnished and installed when shown without upstream overcurrent protection on the Drawings. Type II SPDs shall be provided in all other locations. Type II SPDs shall not require the use of a specific upstream overcurrent device. SPDs shall be provided in the location and quantity as shown on the Drawings.

B. Each SPD shall be rated for the voltage and configuration of the equipment to which it is connected.

C. Each Type II SPD shall have UL 1283 EMI/RFI filtering with minimum attenuation of -50dB at 100kHz.

D. The short circuit current rating of each SPD shall match or exceed the rating of the equipment to which it is connected. The Contractor shall reference the Drawings for short circuit current rating of each piece of equipment.

E. Each SPD system shall provide surge protection in all possible modes. Surge protection shall be as follows:

System Configuration	Modes of Protection	Number of Modes
3-Phase Wye	L-N, L-G, N-G	7
3-Phase Delta	L-L, L-G	6
3-Phase Impedance Grounded	L-L, L-G	6
Single-Phase	L-N, L-G, N-G	3

F. Each SPD shall have a Maximum Continuous Operating Voltage (MCOV) of at least 115% of the nominal voltage of the equipment to which it is connected.

G. The Nominal Discharge Current (In) of each SPD shall be 20kA. Peak surge current ratings shall not be used as a basis for applying the SPD to the system.

H. The Voltage Protection Rating (VPR) of each SPD shall not exceed the following:

System Voltage	L-N	L-G	L-L	N-G
208Y/120	800V	800V	1200V	800V
480Y/277	1200V	1200V	1800V	1200V
480 DELTA	N/A	1800V	1800V	N/A
240 DELTA	N/A	1200V	1200V	N/A
120/240	800V	800V	1200V	800V

I. The surge current rating for each SPD shall be as indicated on the Drawings. Surge current ratings are indicated on single line diagrams and in panel schedules. Surge current rating indicated is on a per phase basis.

J. SPDs which are indicated to be installed externally mounted from the equipment that they protect shall be provided within a separate enclosure. The enclosure shall match or exceed the NEMA rating of the enclosure for the equipment that it is serving (i.e. NEMA1, NEMA 12, NEMA 4X, etc.).

K. Each SPD shall be provided with the following accessories:

1. Each individual module shall feature an LED indicating the individual module has all surge protection devices active. If any single component is taken off-line, the LED shall turn off and another LED shall illuminate, providing individual module as well as total system status indication.

2. Surge counter and audible alarm with reset/silence switch.

3. One set of Form C (SPDT) dry contacts rated for at least 5A at 120VAC.

L. SPDs which are indicated to be installed integral within the equipment that they protect shall be fabricated by the same manufacturer as the equipment that they serve. SPDs which are indicated to be installed externally mounted from the equipment that they serve shall be manufactured by Eaton, ASCO/Emerson Network Power, Current Technologies, General Electric, or Square D.

PART 3 – EXECUTION

3.01 INSTALLATION

A. The SPD units shall be furnished and installed as shown on the Drawings and in accordance with the manufacturer's installation instructions

B. SPDs which are indicated to be integral with the equipment that they protect shall be installed within the enclosure for that equipment.

C. Externally mounted SPDs shall be installed as follows:

1. The SPD units shall be mounted such that the conductor lengths are as short as possible, but no greater than 36 inches. Any installation resulting in a conductor length of greater than 36 inches shall be reviewed with the Engineer as a special type of cable may need to be installed. For equipment such as panelboards, the Contractor shall relocate the circuit breaker that is to be connected to the SPD as needed to achieve the shortest conductor length possible.

2. The Contractor shall use a close nipple to enclose the conductors between the SPD and the equipment served. However, if due to field conditions a 90 degree conduit bend is required to connect the SPD to the equipment that it serves, the bend shall have a minimum radius of 36 inches to eliminate any potential for sharp bends in the conductors.

3. Conductors between the equipment served and the SPD shall be 600V power wire and cable as specified in Section 26 05 19 – Low-Voltage Conductors and Cables. The individual conductors shall be gently twisted and sized as indicated on the Drawings.

D. Prior to energizing, the following shall be performed for each SPD:

1. Verify that the SPD unit voltage and configuration is suitable for the system to which it is connected.

2. Verify that any Neutral to Ground bonding jumpers are installed as required.

3.02 TESTING

A. All tests shall be performed in accordance with the requirements of the General Conditions and Division 01. The following tests are required:

1. Shop Tests

a. Standard factory tests shall be performed on the equipment under this Section. All tests shall be in accordance with the latest version of NEMA, ANSI, and UL standards.

b. All surge protective devices, subassemblies, and components shall be 100% tested and certified by the manufacturer to meet their published performance parameters.

2. Field Tests

a. None required.

END OF SECTION

SECTION 40 05 78.23

AIR/VACUUM VALVES FOR WASTEWATER SERVICE

PART 1 -- GENERAL

1.01 THE REQUIREMENT

A. The Contractor shall furnish and install air/vacuum valves for wastewater service as shown and as specified herein, complete, and operable including all necessary accessories, all in accordance with the requirements of the Contract Documents.

B. Valves shall comply with AWWA C512 titled “Air-Release, Air/Vacuum, and Combination Air Valves for Water and Wastewater Service”.

C. Coating shall comply with ANSI/AWWA C550 titled “Protective Interior Coatings for Valves and Hydrants”.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Not Used

1.03 SUBMITTAL

A. Comply with Section 01 33 00 – Submittal Procedures.

B. Submittal shall include product information on the internal and external coatings.

PART 2 -- PRODUCTS

2.01 AIR/VACUUM VALVES FOR WASTEWATER SERVICE

A. Function: Air/vacuum shall be specifically designed for operation on sewage (a.k.a. wastewater). The valve shall automatically provide the release of large volumes of air during pipeline filling. The valves will remain closed and will not reopen when the system is full and under positive pressure. The valves will open under negative pressure to admit large volumes of air during pipeline draining to prevent vacuum.

B. Air Gap: Air/vacuum valve for wastewater service shall incorporate two stainless steel floats directly connected by a stainless-steel stem, to maintain an air gap between the bottom concave float and top shut-off float. The air gap shall prevent waste solids from fouling or clogging the top shut-off float.

C. Removal of Internals: All valve internals shall be easily removed through the top cover without removing the main valve from the line.

D. Body Material: Painted cast iron or ductile iron.

E. Stem and Floats Materials: The stem, upper float and lower float shall be 316 stainless steel.

F. Seals: Buna-N

G. Manufacturer: APCO Series 401, or equal.

H. Accessories: Air/vacuum valve manufacturer shall provide the following accessories for each air/vacuum valve:

1. Inlet shut-off valve
2. Blowoff valves for flushing
3. Quick disconnect couplings
4. Minimum 5’ hose for flushing
5. All other accessories needed for a complete and operable system

I. Internal and Exterior Coatings: Coating shall be a fusion bonded epoxy that complies with AWWA Standard C550 (titled “Protective Epoxy Coatings for Valves and Hydrants”). The coatings be certified to the requirements of ANSI/ NSF Standard 61 -“Drinking Water System Components - Health Effects”. Coating dry film thickness (DFT) shall be 12 to 20 mils.

J. Valve Schedule:

Air/Vacuum Valve Schedule

Location	Inlet	Outlet	Discharge Air Flow in SCFM at 2 psi
Effluent Pump No. 3 Discharge	2” NPT	2” NPT	575

PART 3 -- EXECUTION

3.01 INSTALLATION

A. All valves shall be installed in accordance with the manufacturer's printed recommendations.

3.02 INSTALLATION

A. The valve manufacturer shall furnish professionally printed installation and maintenance instruction manuals with each valve.

- END OF SECTION -

SECTION 40 73 13
PRESSURE AND DIFFERENTIAL PRESSURE GAUGES

PART 1 – GENERAL

1.01 THE REQUIREMENT

A. The Contractor shall furnish, test, install and place in satisfactory operation the pressure gauges, with all spare parts, accessories, and appurtenances as herein specified and as shown on the Drawings.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Not Used

PART 2 – PRODUCTS

2.01 PRESSURE GAUGES

A. All gauges shall be designed in accordance with the ASME B40.1 entitled, "Gauges, Pressure, Indicating Dial Type - Elastic Element".

B. All gauges shall be direct reading type. Snubbers shall be provided on all gauges. Gauge full-scale pressure range shall be selected such that the maximum operating pressure shall not exceed approximately 75% of the full-scale range.

C. Features

1. Mounting: ½” NPT, lower stem mount type
2. Accuracy: 0.5% full scale
3. Case: Solid front, black phenolic material
4. Dial: White background and black letters
5. Glass: Shatterproof
6. Blow-out protection: Back
7. Pressure element: stainless steel bourdon tube
8. Movement: Stainless steel, Teflon coated pinion gear and segment
9. Gaskets: Buna-N

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D. Liquid-filled or equivalent mechanically-damped gauges shall be used if the gauges are installed with pumps, or where gauges are subjected to vibrations or pulsation. Filling fluid shall be silicone unless oxidizing agents such as sodium hypochlorite are present, where halocarbon shall be used.

E. Gauge size shall be 4-1/2".

F. Diaphragm seals are required for this project.

G. The complete gauge assembly and appurtenances shall be fully assembled and tested prior to field mounting. A ½" isolation stainless steel ball valve shall be provided for each gauge assembly.

H. Pressure and vacuum gauges shall be Ashcroft Duragauge Model 1279, Ametek-U.S. Gauge Division, H.O. Trerice Co., WIKA Instrument Corporation, or equal.

PART 3 – EXECUTION

3.01 REQUIREMENTS

A. Comply with manufacturer's installation instructions.

END OF SECTION

SECTION 43 20 00
PUMPS – GENERAL

PART 1 – GENERAL

1.01 THE REQUIREMENT

A. Comply with the requirements of Section 46 00 00 – Equipment General Provisions.

B. The pumps shall be provided complete with all accessories, mountings, shims, sheaves, couplings, and other appurtenances as specified, and as may be required for a complete and operating installation.

C. The provisions of this section shall apply to all pumps and pumping equipment specified except where specifically noted otherwise in the Contract Documents.

D. All pumps provided under an individual specification section shall be by the same manufacturer unless otherwise indicated in the specification.

E. All equipment for the pumps, including motors, cans and bases, shall be provided as a complete unit by the pump Manufacturer.

F. The pump supplier shall have unit responsibility for coordinating the proper pump mounting system with the Contractor to ensure stable pump operation free from abnormal vibration.

G. The pump supplier shall include, in his bid, time, labor, materials and tools required for installation assistance, testing and start-up with the Contractor.

1.02 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

A. All equipment, materials, and installations shall conform to the requirements of the most recent editions with latest revisions, supplements, and amendments of the specifications, codes, and standards listed in Section 01 42 00 – References.

B. Pumping system equipment, installation and testing shall be in accordance with the following applicable codes and standards. All standards shall be the latest version as of the date of project bidding.

1. Hydraulic Institute

    a. ANSI/HI 3.1-3.5 Rotary Pumps for Nomenclature, Definitions, Application and Operation

    b. ANSI/HI 3.6 Rotary Pump Test

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c. ANSI/HI 9.6.1 Rotodynamic Pumps – Guideline for NPSH Margin

d. ANSI/HI 9.6.2 Rotodynamic Pumps for Assessment of Applied Nozzle Loads

e. ANSI/HI 9.6.3 Rotodynamic Pumps – Guideline for Operating Regions

f. ANSI/HI 9.6.4 Rotodynamic Pumps for Vibration Measurements and Allowable Values

g. ANSI/HI 9.6.5 Rotodynamic Pumps Guideline for Condition Monitoring

h. ANSI/HI 9.6.6 Rotodynamic Pumps for Pump Piping

i. ANSI/HI 9.6.8 Rotodynamic Pumps -Guideline for Dynamics of Pumping Machinery

j. ANSI/HI 9.8 Rotodynamic Pumps for Pump Intake Design

k. ANSI/HI 11.6 Rotodynamic Submersible Pumps for Hydraulic Performance, Hydrostatic Pressure, Mechanical and Electrical Tests

l. ANSI/HI 12.1-12.6 Rotodynamic Slurry Pump for Nomenclature, Definitions, Applications and Operation

m. ANSI/HI 14.1-14.2 Rotodynamic Pumps for Nomenclature and Definitions

n. ANSI/HI 14.3 Rotodynamic Pumps for Design and Application

o. ANSI/HI 14.6 Rotodynamic Pumps for Hydraulic Performance Acceptance Tests

2. American Society of Mechanical Engineers

a. ANSI/ASME B73.1 Specifications for Horizontal End Suction Centrifugal Pumps for Chemical Process

3. American Petroleum Institute

a. ANSI/API Standard 610 Centrifugal Pumps for Petroleum, Petrochemical and Natural Gas Industries

4. American Water Works Association

a. ANSI/AWWA E103 Standard for Horizontal and Vertical Line-Shaft Pumps

5. American Society for Testing and Materials

a. A36 Specification for Structural Steel

b. A48 Specification for Gray Iron Castings

c. A53 Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless

d. A148 Specification for Steel Castings, High Strength, for Structural Purposes

e. A193 Specification for Alloy Steel and Stainless Steel Bolting Materials for High Temperature Service

f. A276 Specification for Stainless Steel Hot/Cold-Finished Bars

g. A322 Specification for Steel Bars, Alloy, Standard Grades

h. A514 Specification for High Yield Strength, Quenched and Tempered alloy Steel Plate, Suitable for Welding

i. A532 Specification for Abrasion-Resistant Cast Irons

j. A536 Specification for Ductile Iron Castings

k. A565 Specification for Martensitic Stainless Steel Bars

l. A582 Specification for Free-Machining Stainless and Heat-Resisting Steel Bar, Hot-Rolled and Cold-Rolled

m. A743 Specification for Castings, Iron-Chromium, Iron-Chromium-Nickel and Nickel-Base, Corrosion-Resistant for General Application

n. B148 Specification for Aluminum-Bronze Sand Castings

o. B584 Specification for Copper Alloy Sand Castings for General Application

6. American National Standards Institute

a. B16.1 Standard for Cast Iron Pipe Flanges and Flanged Fittings

b. B16.5 Standard for Pipe Flanges and Flanged Fittings

7. ANSI/NFPA 70 National Electric Code

8. Society of Automotive Engineers SAE J404 Chemical Compositions of SAE Alloy Steels

9. Standard, ISO 1940 – Mechanical Vibration – Balance quality requirements for rotors balance quality grade for rotors in a constant rigid state.

C. Related contract specification sections:

1. Section 01 33 00 – Submittal Procedures
2. Section 46 00 00 – Equipment General Provisions
3. Section 43 21 47 – Vertical Turbine Pumps
4. Section 26 05 60 – Low Voltage Electric Motors

1.03 ACTION/INFORMATIONAL SUBMITTALS

A. Product Data:

1. Comply with Section 01 33 00 – Submittals.
2. Fabrication information

B. Provide submittals identified in Specification Section 46 00 00 – Equipment General Provisions in addition to the submittals identified herein and in addition to the submittals identified in the individual pumping specification sections.

C. Shop Drawings shall include the following information in addition to the requirements of Section 01 33 00 – Submittal Procedures and shall include the following information in addition to the requirements of Section 01 33 00 – Submittal Procedures:

1. Pump name, identification number and specification number.
2. Performance characteristics and descriptive data, including but not limited to pump performance curves at rated speed and reduced speeds (if reduced speeds are specified). Curves shall indicate flow, head, impeller diameter, efficiency, brake horsepower, and NPSH required. Curves shall identify minimum continuous stable flow (minimum flow to avoid suction recirculation), preferred operating region (POR) and allowable operating region (AOR) per the latest version of ANSI/HI 9.6.3. Performance curves submitted shall be for the entire pump assembly, including efficiency corrections and losses. Pump performance curves shall be submitted both in the form of performance data cut sheets and in tabular format. Tabular data shall include the following:
    a. Flow
    b. Pump Head
    c. NPSH required
    d. Pump Efficiency

e. A minimum of 10 data points shall define rotodynamic pump performance curves listed above. Performance curve data points shall include the following:

1) best efficiency point

2) all specified operating points

3) preferred operating range minimum and maximum

4) allowable operating range minimum and maximum

5) shutoff condition

6) runout.

7) The remainder of the points shall be distributed evenly to clearly define the shape of each of the curves.

8) Each data point shall be reported to a minimum of three (3) significant figures.

9) The curve data shall align with the HI acceptance grade (1B, 2B, 1U, etc.) as specified in the individual pump specification and shall explicitly state the applicable tolerance band, as defined by the Hydraulic Institute Standards, associated with each value.

3. Minimum submergence requirements shall be provided for vertically suspended pumps and submersible pumps.

4. Detailed dimensional drawings and setting plans including but not limited to:

a. General cutaway sections

b. Materials

c. Dimension of shaft projections

d. Shaft and keyway dimensions

e. Shaft diameter

f. Shaft-impeller connection details

g. Dimension between bearings

h. General dimensions of pump

i. Suction head bolt orientation

j. Anchor bolt locations

k. Forces.

l. Assembly views

m. Provide weight of entire pump assembly, including motor and base weight of individual major subassemblies. Indicate the weight of each component, and total static and dynamic loads imparted by the equipment to the supporting structure.

n. Impeller

o. Drawings shall identify each component by tag number to which the catalog data and detail sheets pertain.

5. Drive and motor data as required by Division 26 – Electrical. Complete motor data shall include but not be limited to size, make, type and characteristics along with wiring diagrams. Where pump and motor speeds are to be regulated by variable speed drives, the CONTRACTOR shall coordinate, furnish and exchange all necessary requirements with the respective equipment manufacturers to ensure compatibility and shall submit pump, motor and variable speed drive shop drawings together as a complete system.

6. Information on bearing types and bearing life.

7. Gear box design and performance criteria and AGMA service factor.

8. Equipment protective device details and connection diagrams.

9. Details of shaft sealing system including seal/packing type, seal water control devices, and seal water piping schematic.

10. Information on pump appurtenances including couplings, shaft guards, v-belt drive systems, etc.

11. Submersible pump submittals shall also include:

a. Product data sheets for power and control cables, length of cables and cable support system.

b. Details on pump guide rail system and mounting requirements.

c. Minimum allowable pump submergence

d. Details on submersible pump’s retrieval system.

12. Any additional information required to demonstrate compliance with the specifications.

D. Results of structural, lateral, and torsional dynamic analyses as required herein and in the individual specification sections.

E. Shipment, Delivery, Handling and Storage instructions.

F. Installation instructions.

G. Manufacturers literature and brochures

H. Lubrication Information: Complete lubrication instructions and lubricant schedule, including manufacturer's recommended lubricant. All lubricants shall be food grade, NSF 61 approved. Schedule shall include frequency of lubricant application, type of lubricant, and instructions regarding lubricant application

I. Materials of construction and associated specifications (such as AISI, ASTM, SAE, etc.), including grade and type.

J. Coatings: Coating system data and description of coating system, surface preparation and shop painting, including certification that the shop paint is compatible with the finish paint. Finish painting shall be by the manufacturer.

1.04 CLOSEOUT SUBMITTALS

A. Submit warranty documentation in compliance with:

1. Section 01 33 00 – Submittals

2. Section 01 61 00 – Product Requirements and Options

3. Section 01 75 00 – Checkout and Startup Procedures

B. Operation and Maintenance (O&M) manuals shall be submitted in accordance with Section 01 33 00 – Submittal Procedures and Section 01 78 23 – Operation and Maintenance Data.

1.05 MAINTENANCE MATERIALS SUBMITTALS

A. Operation and Maintenance (O&M) manuals shall be submitted in accordance with:

1. Section 01 33 00 – Submittal Procedures

2. Section 01 78 23 – Operation and Maintenance Data.

B. Comply with Section 01 79 00 – Instructions to Owner's Personnel.

C. Comply with Section 46 00 00 – Equipment General.

1.06 QUALITY ASSURANCE SUBMITTALS

A. Factory testing plan.

B. Factory Test Results shall be submitted and approved prior to shipment of equipment.

C. Field testing plan.

D. Comply with Section 01 75 00 – Check Out and Start Up Procedures.

E. Preliminary field test data.

F. System field quality control testing

G. Final field test data.

H. Certified test reports

I. Startup report including data substantiation of successful completion of 30-day operational demonstration performance data.

1.07 GENERAL INFORMATION AND DESCRIPTION

A. Comply with Section 46 00 00 – Equipment – General Provisions.

1.08 DYNAMIC ANALYSIS

A. Not Used.

1.09 WARRANTY

A. Warranty requirements shall be as specified in Section 01 61 00 – Product Requirements and Options. Warranty requirements are supplementary to the individual equipment specifications.

B. Comply with the Equipment Warranties requirements specified in Section 46 00 00 – Equipment General Provisions.

1.10 OPERATING CONDITIONS AND PERFORMANCE REQUIREMENTS:

A. When operating at the maximum output speed each pump shall have a characteristic performance curve which meets the conditions listed in the pump schedule. The pumps and drive motors shall be capable of operating satisfactorily under the full-range of speed, flow and pressure conditions as defined by the pump schedule. Pump efficiency as defined herein shall include all mechanical losses from bearings and shaft seals.

B. Each pumping unit and its driving equipment shall be designed and constructed to withstand the maximum turbine run-away speed of the unit due to backflow through the pump with the primary TDH specified available at the pump discharge flange. Maximum reverse run-away speed shall not exceed 130 percent of the design operating speed.

C. Pump manufacture shall certify a Minimum Continuous Stable Flow (MCSF) rating at maximum speed that is lower than the specified minimum operating flow. Where a reduced speed operating condition is specified, the manufacturer shall also certify MCSF at the pump speed required to meet this condition.

D. Factory test acceptance grade for rating point shall be as specified herein, except where superseded via specification and/or scheduled values in the individual pump specifications, however power required shall not exceed the rated motor horsepower.

E. Pump Operating Conditions: Refer to respective individual pump specifications for specific performance requirements.

PART 2 – PRODUCTS

2.01 GENERAL

A. Performance Curves: All centrifugal pumps shall have a continuously rising curve. In no case shall the required horsepower at any point on the performance curve exceed the rated horsepower of the motor or drive. Safety factors will not be considered in determining compliance with this requirement.

B. Suction and discharge flanges shall conform to ASME B16.1 or B16.5 dimensions.

C. For pumps in raw sewage service and as required by individual pump specifications, handholes shall be provided on the pump suction nozzle and the pump volute and shall be shaped to follow the contours of the casing or adjoining piping to avoid any obstructions in the water passage.

D. The minimum ABMA L10 bearing life for all pump, motor and drive bearings shall be 60,000 hours unless otherwise specified in the individual pump specification sections.

2.02 ANCHORS AND SUPPORTS

A. Comply with the following Specification Sections:

1. Specification Section 05 05 23 – Metal Fastening.

2. Specification Section 46 00 00 – Equipment General Provisions.

3. Comply with individual pump specifications.

B. Comply with ACI 351.3R-04 – Foundations for Dynamic Equipment.

2.03 DEFAULT MATERIALS

A. Pumps shall be constructed out of the materials specified in respective individual pumping specification sections. Material not specifically called for shall be high-grade, standard commercial quality, free from all defects and imperfection that might affect the serviceability of the product for the purpose for which it is intended, and shall conform to the following requirements unless otherwise specified in individual pumping equipment Specifications:

Component	Material
Casings and Bowls	Close-grained gray cast iron, conforming to ASTM A 48, or equal
Impellers	ASTM B 148, aluminum bronze
Shafts, wetted	Type 400 series stainless steel
Shafts, non-wetted	AISI 4140 steel
Miscellaneous stainless steel parts	Type 316 series stainless steel
Anchor Bolts and Fasteners	Type 316 stainless steel

2.04 COMPONENTS:

A. Refer to individual specification sections for specific requirements.

B. Pump Shaft:

1. The shaft shall be heat treated, turned, ground, and polished over its entire length and shall be provided with keyways on both ends.

2. Shall be sufficiently large in diameter to safely transmit the maximum torque developed by the drive unit and provide a rigid support for the impeller to prevent excessive vibration.

C. Bearings:

1. Bearings shall be designed for continuous heavy duty loads and for both axial and radial thrust loads.

2. The specified ABMA L-10 life for bearings shall be under worst possible operating conditions.

3. Bearings shall support the shaft and the complete rotating elements.

2.05 STRUCTURAL STEEL

A. Not used.

2.06 DISSIMILAR METALS

A. Not used.

2.07 GALVANIZING

A. Not used.

2.08 STANDARDIZATION OF GREASE FITTINGS

A. Grease Fittings: Comply with Section 46 00 00 – Equipment General Provisions.

2.09 APPURTENANCES

A. Seals:

1. Mechanical seals shall be furnished as specified in individual pumping equipment sections.

2. If the pump manufacturer recommends a better seal or alternate flushing arrangement for a specific application, it may be submitted to the Engineer for approval in accordance with the requirements of Section 01 25 00 – Substitution Procedures.

B. Pressure Gauges:

1. Contractor shall supply all pressure gauges for all pumps by one manufacturer.

2. Gauges shall be provided through the instrumentation subcontractor to match other gauges on the project.

3. Gauges shall be as specified in Section 40 73 13 – Pressure and Differential Pressure Gauges.

4. The Contractor shall furnish and install pressure gauges as shown on the Drawings, but the following gauges shall be provided as a minimum:

   a. On the suction and discharge of each pump, except wet-pit submersible pumps and vertical turbine pumps.

   b. On the discharge piping of each wet-pit submersible pump and vertical turbine pump in the locations shown on the Drawings or as directed by the Engineer.

5. Gauge ranges shall be coordinated with the pump manufacturer and shall meet the following requirements, except where otherwise specified:

Location	Type	Graduation	Suction Range	Discharge Range
Suction	Single Scale, Compound	FT H20	-34-FT	+34-FT
Discharge	Single Scale	FT H20	0-FT	Greatest of the following: - Shutoff + 5-FT - 130% of Maximum

C. Shaft Couplings:

1. Except as otherwise specified in individual pump specification sections, flexible couplings for direct driven pumps shall be as manufactured by Falk, Dodge, Woods Corp., or equal and shall be furnished with guards in accordance with OSHA Rules and Regulations.

2. Spacer couplings shall be provided where necessary to allow removal of the pump rotating element without disturbing the driver.

3. Comply with Section 46 00 00 – Equipment General Provisions protective guard requirements.

D. Equipment Guards: Provide guards in accordance with OSHA requirements for all rotating assemblies that would otherwise be exposed at the operating deck level.

E. Provide access to:

1. Couplings

2. Oil drains

2.10 ELECTRICAL REQUIREMENTS

A. All electrical equipment and appurtenances, including but not limited to motors, panels, conduit and wiring, etc., specified in the equipment specifications shall comply with the applicable requirements of the Division 26 specifications and the latest National Electric Code.

B. All pumps shall be furnished with motors such that the motor shall not be overloaded throughout the full range of the pump operation. The use of service factor will not be allowed in determining overloaded condition.

C. In the individual pump specifications, specified motor horsepower is intended to be the minimum size motor to be provided. If a larger motor is required to meet the specified operating conditions and performance requirements, the Contractor shall furnish the

larger sized motor and shall upgrade the electrical service (conduit, wires, starters, etc.) at no additional cost to the Owner.

D. Where variable frequency drives (VFDs) are specified, the Contractor shall be responsible for coordinating between pump supplier and VFD supplier to ensure a complete and operational system. VFDs shall be furnished under Division 26 unless otherwise specified in the pump specification.

E. Motor starters and controls shall be furnished and installed under Division 26 and Division 40 unless otherwise specified in the individual pump specifications.

2.11 EQUIPMENT IDENTIFICATION

A. Comply with the requirements of Section 46 00 00 – Equipment General Provisions.

B. All pumps shall be provided with a substantial stainless steel nameplate, mechanically fastened with stainless steel hardware in a conspicuous place, and clearly inscribed with:

1. the manufacturer's name
2. year of manufacture
3. model number
4. serial number
5. and principal rating data including the following at the primary design point:
    a. Capacity in gallons per minute
    b. rated total dynamic head
    c. speed in rotations per minute
    d. efficiency at the primary design point.

C. Each pump shall also be identified as to name and number by a suitable laminated plastic or stainless steel nameplate mechanically fastened with stainless steel hardware; for example, "Raw Water Pump – 1 (RWP-1)". Coordinate name and number with same on remotely located controls, control panel, and other related equipment.

D. Nameplates shall not be painted over.

PART 3 – EXECUTION

3.01 SHOP TESTING

A. The terms Shop Testing and Factory Testing shall be considered to be interchangeable.

B. Perform Shop Testing in conformance with Section 46 00 00 – Equipment General Provisions.

C. The CONTRACTOR shall be responsible for the coordination of factory testing of each pump, variable speed drive, and motor. Pump tests shall utilize the actual motors and pump motor bases and couplings to be furnished with the pumping equipment. Where required as indicated by the individual pump specification sections, variable speed pumps shall be tested with the actual variable speed controllers supplied for the project. Use of the pump manufacturers standard test motors and test stand is not acceptable.

D. Factory testing shall be conducted in accordance with the latest version of Hydraulic Institute Standard 14.6, Hydraulic Performance Acceptance Tests. For submersible pumps, testing shall be conducted in accordance with the latest version of ANSI/HI 11.6.

E. Hydraulic Performance Acceptance Tests

1. The testing procedure shall be submitted to the Engineer for review and approval before scheduling the testing. The Owner/Engineer shall be given at least 2 weeks advanced notice of the scheduled testing date.

2. Notification and payment of expenses for witness testing shall be as described in Section 46 00 00 – Equipment General Provisions wherever individual pump specifications call for witness testing

3. Pump rating point shall be within the tolerances specified for Acceptance Grade 1U unless otherwise specified in the individual pump specifications.

4. Factory performance test shall include a minimum of seven test points between shutoff and runout.

5. Where required by the individual equipment specification sections, NPSH tests shall be conducted to demonstrate compliance with the specified NSPH requirements. Where full curve NPSH testing is required, a minimum of four points shall be tested.

6. Certified test curves shall be provided for all centrifugal pumps unless otherwise specified in the individual pump specifications.

    a. Certified tests will not be required for pumps with motors less than 5 hp.

b. Certified curves shall identify minimum continuous stable flow (minimum flow to avoid suction recirculation) and preferred operating region (POR) and allowable operating region (AOR) per the latest version of ANSI/HI 9.6.3.

7. Where required by the individual pump specification sections, factory vibration testing shall be performed to demonstrate compliance with HI 9.6.4.

8. For wet pit submersible pumps and vertical turbine pumps, all tests shall be run at minimum pump submergence specified in the individual pump specifications.

9. All instruments shall be calibrated as required by ANSI/HI 14.6 or 11.6 as applicable.

F. Where required in the individual pump specifications, a certified hydrostatic test shall be completed on each pumping unit in accordance with ANSI/HI 14.6 or 11.6 as applicable. Test pressure shall be 1.5 times maximum operating head or 1.25 times shutoff head, whichever is greater.

G. Where required in the individual pump specifications, each individual casting shall be Brinnell tested in a minimum of two places, in an area of representative casting thickness to ASTM Method E-10. Results shall be certified by a registered professional ENGINEER.

H. Shop testing of electric motors shall conform to:

1. Section 46 00 00 – Equipment General Provisions

2. Section 26 05 60 – Low-Voltage Electric Motors

3.02 SHIPMENT, DELIVERY, HANDLING AND STORAGE

A. Shipment, delivery and handling of equipment and materials shall be in accordance with Section 01 65 00 – Product Delivery Requirements.

B. Storage of equipment shall be in accordance with Section 01 66 00 – Product Storage and Protection Requirements.

C. Factory assembled parts and components shall not be dismantled for shipment unless permission is received in writing from the Engineer.

D. Machined surfaces of all exposed pump openings or other exposed unpainted surfaces shall be protected by wooden blanks or Cosmoline, as appropriate, strongly built and securely bolted thereto.

E. After hydrostatic or other tests, all entrapped water shall be drained prior to shipment, and proper care shall be taken to protect parts from the entrance of water during shipment, storage and handling.

3.03 MANUFACTURER'S FIELD SERVICES

A. Manufacturer’s field services shall be in accordance with:

1. Section 01 75 00 - Checkout and Startup Procedures

2. Section 46 00 00 - Equipment General Provisions

3. Section 01 79 00 – Instruction of Owner Personnel

B. Unless otherwise referenced in the individual pump specification section, as a minimum the services of the manufacturer's representative shall be provided for as stated in the following schedule:

Service	Number of Trips	Number of Days/Trip
Installation and Testing	1	1
Startup and Training	1	1
Services after Startup	1	1

C. Any additional time required to achieve successful installation and operation shall be at the expense of the CONTRACTOR

3.04 INSTALLATION

A. Pumping equipment shall be installed in accordance with Section 46 00 00 – Equipment General Provisions, the manufacturer's recommendations, accepted procedures submitted with the shop drawings and as indicated on the Drawings, unless otherwise accepted by the ENGINEER.

B. Level pump and motor and grout feet or baseplate with “Epoxy Base Plate Grout” in accordance with Section 03 30 05 – Concrete and Grout. Ensure minimum grout depth is obtained as recommended by the pump and grout manufacturers.

C. Drains: All gland seals, air valves, and drains shall be piped to the nearest floor drain or trench drain with stainless steel pipe or copper tube (as appropriate for the environment), properly supported with brackets.

D. Contractor shall have unit responsibility for the proper coordination, sizing, and installation of the pump foundation/mounting requirements based on the manufacturer’s recommendations, subject to Engineer’s review and comment.

3.05 ALIGNMENT

A. Pumping equipment shall be aligned in accordance with Section 46 00 00 – Equipment General Provisions, the manufacturer's recommendations, accepted procedures submitted with the shop drawings and as indicated on the Drawings.

B. Equipment shall be aligned and free from binding, scraping, excessive vibration, shaft runout, or other defects. Pump drive shafts shall be measured just prior to assembly to ensure correct alignment without forcing.

C. As a minimum, comply with International Standard, ISO 1940 – Mechanical Vibration – Balance quality requirements for rotors balance quality grade for rotors in a constant rigid state.

3.06 FIELD TESTING

A. Comply with Section 46 00 00 – Equipment General Provisions for applicable preliminary and final field testing requirements supplementary to those described in this specification.

B. Comply with Section 01 75 00 – Checkout and Startup Procedures.

C. All pumping units shall be field tested after installation, in accordance with the Contract Documents, to demonstrate satisfactory operation over the full operating speed range, without excessive noise, vibration, cavitation, and overheating of the bearings. The field testing shall be performed in the presence of an experienced field representative of the manufacturer of each major item of equipment, who shall supervise the following tasks and shall certify in writing that the equipment and controls have been properly installed, aligned, lubricated, adjusted, and readied for operation:

1. Pumps shall be tested for vibration over the full specified speed range. Unless otherwise required by individual specification sections, vibration shall be within the limits identified in the latest version of ANSI/HI 9.6.4 (or ANSI/HI 11.6 for submersible pumps), or manufacturer's limits if more stringent. If vibration is greater than the limits identified in ANSI/HI 9.6.4, follow-up vibration testing shall be completed after a 90-day break-in period to ensure that vibration remains within ANSI/HI 9.6.4 allowable limits. If vibration exceeds the allowable limits during the follow up testing, modifications shall be made as a warranty repair.

2. Bearing temperatures shall be determined. A running time of at least 20 minutes shall be maintained for this test, unless liquid volume available is insufficient for a complete test.

3. Where specified in the individual pump specifications, the natural frequencies of each installed pump shall be determined using the “bump test” method. Natural frequency testing shall demonstrate a minimum of 10% separation from the 1x running speed, 2x running speed and vane pass frequencies.

4. Pump performance shall be documented by obtaining concurrent readings, showing motor power, flow, pump suction head, and pump discharge head, for at least five (5) pumping conditions at full speed. One of the points shall be within -5% and 0%, and one being within 0% and +5% of the guarantee point flow rate; the remaining three points shall be spaced over the allowable operating range of the pump performance curve with points taken at or near the maximum allowable (shutoff) head region and at or near the maximum allowable flow (runout). Additional reduced speed testing shall be performed to demonstrate that pumps can achieve performance at turndown conditions where specified in individual pump specification sections. Each power lead to the motor shall be checked for proper current balance. Flow shall be measured to the extent possible by permanently installed instrumentation or drawdown measurement. The rated motor nameplate current shall not be exceeded at any point. Pumps with drive motors rated at less than five horsepower shall only be tested for overcurrent when overheating or other malfunction becomes evident in general testing. Field performance testing shall meet HI 14.6 pump acceptance test grade and tolerance band grade 3B.

D. The field testing shall be witnessed by the Owner or its representative. The CONTRACTOR shall submit to the ENGINEER a written notification of all pump field tests a minimum of one (1) week prior to testing. In the event of failure of any pump to meet any of the above requirements, the CONTRACTOR shall make all necessary modifications, repairs, or replacements to conform to the requirements of the Contract Documents and the pump shall be re-tested at no additional compensation, until found satisfactory. The CONTRACTOR shall then certify in writing that the equipment has been satisfactorily tested, and that all final adjustments thereto have been made. Certification shall include date of final acceptance test, as well as a listing of all persons present during tests, and resulting test data. The costs of all Work performed in this Paragraph by factory-trained representatives shall be borne by the CONTRACTOR.

3.07 FAILURE OF EQUIPMENT TO PERFORM

A. Comply with Section 46 00 00 – Equipment General Provisions.

3.08 PAINTING

A. Comply with Section 46 00 00 – Equipment General Provisions.

END OF SECTION

SECTION 43 21 47
VERTICAL TURBINE PUMPS – MODIFIED RADIAL FLOW

PART 1 – GENERAL

1.01 THE REQUIREMENT

A. Provide all labor, materials, equipment, motors, anchorage systems, and incidentals necessary for the installation, testing, and placing into operation open-lineshaft vertical turbine pumps and appurtenances at the locations shown on the Drawings and as specified herein. All pumps specified herein shall be supplied by the same manufacturer.

B. Equipment shall be provided in accordance with the requirements of Section 43 20 00 – Pumps General.

C. For the purposes of this Section, “Manufacturer” shall mean the designer, manufacturer, supplier and tester of the pump equipment, including selection and assembly of motor. The Manufacturer shall be responsible for the design, coordination, testing, and satisfactory performance of all the components. Inclusion of a specific manufacturer’s name in the Specifications does not mean that the specific manufacturer’s standard product will be acceptable. Specified manufacturer’s or other manufacturer’s standard product shall be modified as required to meet the Specifications.

D. The Manufacturer shall have unit responsibility for coordinating the proper pump mounting system with the Contractor to ensure stable pump operation. The Contractor shall install, anchor, test, and align the equipment such that vibration levels are within Manufacturer’s recommended tolerances. The Contractor shall provide all supports, stiffeners, etc., that may be required to provide systems that operate reliably and within vibration limits specified by the Manufacturer.

E. All equipment shall be suitable for water treatment, continuous operation (24 hours per day, 365 days per year).

1.02 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

A. Comply with Section 43 20 00 – Pumps General

1.03 ACTION/INFORMATIONAL SUBMITTALS

A. Product Data: Comply with Section 01 33 00 – Submittal Procedures.

B. Provide submittals identified in Section 46 00 00 – Equipment General Provisions in addition to the submittals identified herein and in addition to the submittals identified in the individual pumping specification sections.

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C. Provide submittals identified in Section 43 20 00 – Pumps General.

D. Shaft critical speed analysis, bearing spacing calculations, and shaft stretch (impeller end-play) analysis with recommended installation lateral adjustment.

1.04 CLOSEOUT SUBMITTALS

A. Submit warranty documentation in compliance with:

1. Section 01 33 00 – Submittal Procedures

2. Section 01 61 00 - Product Requirements and Options

B. Operation and Maintenance (O&M) manuals shall be submitted in accordance with Section 01 33 00 – Submittal Procedures and Section 01 78 23 – Operation and Maintenance Data.

C. Comply with Section 43 20 00 – Pumps General.

1.05 MAINTENANCE MATERIALS SUBMITTALS

A. Operation and Maintenance (O&M) manuals shall be submitted in accordance with:

1. Section 01 33 00 – Submittal Procedures

2. Section 01 78 23 Operation and Maintenance Data

B. Comply with Section 01 79 00 – Instructions to Owner’s Personnel.

C. Comply with Section 46 00 00 – Equipment General.

D. Comply with Section 43 20 00 – Pumps General.

1.06 QUALITY ASSURANCE SUBMITTALS

A. Comply with Section 43 20 00 – Pumps General.

B. Comply with Section 01 75 00 – Check Out and Start Up Procedures.

C. Installation list demonstrating years of experience producing substantially similar equipment and demonstrating evidence of the number of installations in satisfactory operation for at least five years in the continental United States. At least three installations in the last five years shall be of similar size or larger than specified application.

1.07 GENERAL INFORMATION AND DESCRIPTION

A. Comply with Section 46 00 00 – Equipment – General Provisions.

1.08 WARRANTY

A. Warranty requirements shall be as specified in Section 01 61 00 – Product Requirements and Options. Warranty requirements are supplementary to the individual equipment specifications.

B. Comply with the Equipment Warranties requirements specified in Section 46 00 00 – Equipment General Provisions.

1.09 OPERATING CONDITIONS AND PERFORMANCE REQUIREMENTS

Vertical Turbine Pump Performance Criteria
Schedule 43 21 47 - 02

Parameter	Effluent Pump No. 3
Pump Identification Numbers	No. 3
Number of Units	1
Maximum Pump Operating Speed (rpm)	1,775
Minimum Pump Operating Speed (rpm)	500
Number of Stages	2
Primary Operating Point (at maximum pump speed)	
Flow (gpm)	4,000
Total Head (ft)	180
Minimum Pump Efficiency (%)	81
Rating Point shall be within the following range as % of BEP Flow	95% to 100%
Runout Point (at maximum pump speed)	
Flow (gpm)	5,350
Total Head (ft)	106
Minimum Pump Efficiency (%)	67
Maximum NPSH Required (NPSHR) at Primary Operating Point at centerline of impeller of first stage (feet)	28.1
Minimum NSPH Available (NPSHA) at Primary Operating Point at centerline of impeller of first stage (feet)	34
Shut Off Head (feet)	300
Fluid Pumped	Treated Wastewater Effluent
Fluid Temperature (degrees F)	Ambient
Fluid Specific Gravity	1.0
Pump Can Diameter (inches)	30 (Contractor to field verify)
Pump Can Suction Pipe diameter (inches)	16
Nominal Pump Column Diameter (inches)	12

Vertical Turbine Pump Performance Criteria
Schedule 43 21 47 - 02

Parameter	Effluent Pump No. 3
Discharge Diameter (inches)	12
Sole-Plate to Suction Bell Length (inches)	See Drawings
Factory test acceptance grade	1U

A. When operating at the maximum output speed each pump shall have a characteristic performance curve which meets all the minimum conditions listed in the pump schedule. The pumps and drive motors shall be capable of operating satisfactorily under the full-range of speed, flow and pressure conditions as defined by the pump schedule. Pump efficiency as defined herein shall include all losses from the pump intake suction bell to the pump discharge flange. Losses through blank bowls (if any) for initial conditions shall also be considered.

1.10 DEFINITIONS

A. Terms shall be as defined in ANSI / AWWA E103 Standard for Horizontal and Vertical Line-Shaft Pumps.

B. Additional terms are defined below:

1. Submergence: Vertical distance in feet between the pumping water level and the bottom of the first stage impeller.

PART 2 – PRODUCTS

2.01 GENERAL

A. Comply with Section 43 20 00 – Pumps General, except where superseded in this specification section.

B. Pump Type: Vertical turbine modified radial flow pump.

C. Anchor bolts and baseplates shall be provided and set per the requirements of the Manufacturer. The Manufacturer shall supply templates for setting the anchor bolt layout.

2.02 ACCEPTABLE MANUFACTURERS

A. Manufacturer shall have a minimum of 10 years of experience of producing substantially similar equipment and shall be able to show evidence of at least 5 installations in satisfactory operation for at least 5 years in the continental United States.

B. Pump Manufacturer:

1. Flowserve model 16ENH two stage

2. Engineer Pre-Approved Equal

C. The electric motor shall be provided by the pump manufacturer and shall be one of the named manufacturers specified in Section 26 05 60 – Low-Voltage Electric Motors.

D. All equipment for the pumps, including motors and bases, shall be provided as a complete unit by the pump manufacturer.

2.03 ANCHORS AND SUPPORTS

A. Comply with the following Specification Sections:

1. Section 05 05 23 – Metal Fastening

2. Section 46 00 00 – Equipment General Provisions

3. Comply with individual pump specifications.

B. Comply with Section 43 20 00 – Pumps General

2.04 MATERIALS OF CONSTRUCTION

A. Materials of construction shall conform to the requirements listed below.

Schedule 43 21 47 - 03

Component	Effluent Pump No. 3
Pump shafts and line shafts	Stainless steel, Type 17-4PH
Bowl wear rings	Bronze
Bowl impellers	Bronze
Pump bowls, discharge case, and suction bell	Cast Iron
Impeller keys and thrust rings	Stainless steel, Type 416
Pump columns	Carbon Steel Pipe, ASTM A53, Sch 30*
Pump can	Existing (see drawings)
Discharge heads	Carbon Steel, ASTM A53 or A36
Sole plate	Carbon Steel, ASTM A36

Schedule 43 21 47 - 03

Component	Effluent Pump No. 3
Sleeve bearings	Bronze
Lineshaft bearings	Rubber
Bearing Retainers	Bronze or Cast Iron
Basket type suction strainer	Stainless Steel, Type 316L
Cone type suction strainer	Not Applicable
Bolts and nuts	316 Stainless Steel

* Or higher schedule if required to meet vibration criteria.

B. The impeller and bowl wearing rings shall not be constructed of the same material. Impeller and bowl wearing rings materials shall have a minimum Brinell hardness difference of 50.

2.05 DISCHARGE HEAD

A. The discharge head shall have bolted register or rabbet-fit connections for the motor. Discharge head shall have connections for the pump column and shall support the loadings that it imposes as well as hydrostatic and hydrodynamic heads.

B. Design columns and discharge heads for 100% of the pump discharge pressure (suction pressure plus pump differential pressure) at shutoff. Hydrostatically test columns and discharge heads at 130% of design pressure.

C. Access to the stuffing box shall be through windows placed 90 degrees from the discharge. Fit handholes or windows with stainless steel, expanded or perforated metal guards in stainless steel frames to protect the exposed shaft and coupling.

D. The discharge head outlet pipe shall be Class 150 flanges, complying with ANSI B16.5. If cast iron discharge heads are specified, flange shall be Class 125.

E. Provide the following connections on the discharge head:

Schedule 43 21 47 - 04

	Effluent Pump No. 3
Seal Drain	Size as recommended by manufacturer

2.06 SHAFTS

A. Support the shafting by bearings at intervals so that the first natural frequency complies with Section 43 20 00 – Pumps – General. Calculate the shaft diameter using the formulas given in AWWA E103 for the pump shutoff head.

B. Shafts shall be supported by no fewer than three bearings (not including stuffing box bushing). Lineshaft bearings shall be supported by bearing retainers of the material listed in this Specification Section's Paragraph "Materials of Construction" and clamped between column pipe flanges for open lineshaft pumps.

C. Shaft couplings for shaft diameters 2 inches or larger shall be of the key and thrust-ring types or other nonthreaded design.

D. Shaft diameter and bearing spacing shall be designed to ensure that the entire pump operating speed range is at least 25% away from the shaft critical speeds.

E. Shaft elongation shall not cause the impeller to contact the bowl at any point along the supplied pump curve.

F. Solid Shaft Motors: The pump shaft shall be coupled to the motor shaft by a four piece adjustable spacer coupling that allows axial adjustment and removal of the complete seal assembly without disturbing the driver. An adjusting plate shall be part of the coupling.

G. Total eccentricity between pump shaft and motor shaft for pumps with solid shaft motors shall not exceed 0.002-inch total indicator reading. Angular misalignment shall not exceed 0.001 inch/inch.

2.07 BOWL ASSEMBLY

A. Each bowl assembly shall consist of the discharge bowl, impeller, impeller shafting, and a bearing above the impeller. A bearing below the first stage impeller shall be located in the suction case or bell.

B. Pump bowls shall be of the material listed under this Section's Paragraph "Materials of Construction". Bowls shall be sufficiently rigid to prevent adverse changes in bearing alignment and to maintain the running clearances of seal rings. Bowls shall be flanged with male and female rabbets for joining to the suction bell and the discharge column. Waterways and the diffusion vanes shall be smooth and free from nodules, bumps, and dips. Provide the bowls with a renewable wear ring adjacent to the impeller, made of materials as indicated under this Section's Paragraph "Materials of Construction". Cast iron bowls shall be internally lined with vitreous enamel or coated with 12 mils of fusion bonded epoxy. All fusion bonded epoxy shall be heat-cured.

2.08 SUCTION BELL

A. The suction bell shall have, as an integral part, vanes supporting a central hub in which the bottom bearing is carried below the impeller. The outer suction bell entrance shall be at least the size of the maximum pump bowl dimension and as much larger as is practical. Maximum entrance velocity shall not exceed 5 fps based on the outside diameter of the suction bell. The contour between the outer edge and the impeller suction eye shall be smooth, continuous, and bell shaped.

2.09 IMPELLERS

A. Pump impellers shall be of the enclosed type, cast in one piece of the material listed in this Section's Paragraph "Materials of Construction". Impellers shall incorporate a close-fitting annular clearance with the case at the suction eye and be equipped with replaceable wearing rings. Impellers shall be positively secured to the shaft in such a manner that they cannot become loose under any operating condition or under reverse rotation or torque. For pumps having bowl diameters greater than 15 inches and all pumps with stainless steel impellers and shafts, impellers shall be keyed to the shaft and positively secured against axial movement. Dynamically balance impellers to the tolerances specified by ISO 1940-1, grade G-6.3. Provide for adjustment of the axial position of the impellers at the pump shaft connection to the motor shaft to obtain proper clearance between bowls and impellers.

2.10 VIBRATION

A. The maximum vibration level measured on the top of the discharge head for any speed and operating point within the Preferred Operating Region shall not exceed that shown in Figure 9.6.4.2.5.16 of the Hydraulic Institute Standards as measured on the installed pump during field testing.

B. The CONTRACTOR shall coordinate pump installation requirements with the pump supplier to ensure a stable installation free of abnormal vibration.

C. The pump supplier shall have unit responsibility for coordinating and fabricating the proper pump mounting design for the layout shown on the drawings. If, in the opinion of the pump supplier, the openings or other aspects of the pump mounting design must be revised to allow for acceptable vibration and stable pump operation, the Contractor shall submit said revisions to the Engineer for review, comment and acceptance. The Contractor shall then be responsible for implementing such revisions at no additional cost.

2.11 SOLE PLATES

A. The pump manufacturer shall design and fabricate a sole-plate. The pump discharge head shall be mounted to the sole plate.

B. Sole plates shall be machined for smooth mounting of the discharge head.

C. See structural Drawings for additional sole plate design requirements.

D. The sole plate minimum thickness shall be as indicated on the Drawings.

E. Field verify all dimensions and design sole plate to ensure no conflict with the existing structure.

F. The pump manufacturer is responsible for the design of the anchor bolts. The diameter and embedment of the anchor bolts shown on the Drawings is for conceptual purposes only.

2.12 DISCHARGE HEAD AND COLUMN FABRICATION

A. Welding shall conform to the following:

1. Welding procedures and performance qualifications shall be in accordance with AWWA Standards with written certification from the manufacturer.

2. The minimum number of passes for welded joints shall be as follows:

Schedule 43 21 47 - 05

Steel Cylinder Thickness (inch)	Minimum Number of Passes for Welds
Less than 0.1875	1
0.1875 through 0.25	2
Greater than 0.25	3

3. Welds shall be full circumferential.

B. Beveled ends for butt welding shall conform to ANSI B16.25. Remove slag by chipping or grinding. Surfaces shall be clean of paint, oil, rust, scale, slag, and other material detrimental to welding.

C. Test the seams by the dye-penetrant method per ASTM E 165, Method B.

D. Welded stainless steel components shall be pickled and passivated following fabrication. All surfaces shall be free of heat tint, scale and slag. Manufacturer shall provide written certification that passivation has been completed prior to shipment of equipment.

2.13 STRUCTURAL STEEL

A. Comply with Section 43 20 00 – Pumps General.

2.14 DISSIMILAR METALS

A. Comply with Section 43 20 00 – Pumps General.

2.15 STANDARDIZATION OF GREASE FITTINGS

A. Grease Fittings: Comply with Section 46 00 00 – Equipment General Provisions.

2.16 APPURTENANCES

A. Mechanical Seals:

1. Manufacturers: Chesterton, Flowserve, John Crane, or equal

2. Shaft Seal Schedule 43 21 47 – 06:

Shaft Seal Schedule 43 21 47 - 06

Parameter	Treated Wastewater Effluent
Shaft Sealing Arrangement	Elastomeric Bellows Type Mechanical Seal
Seal Flush Source / API Flush Plan	Product / Plan 13
Seal Face Material	Carbon vs. Silicon Carbide
Metallic Components	316 SST
Flexible Components	EPDM

B. Pressure Gages: Provide pressure gages as indicated on the drawings and as specified under Section 43 20 00 – Pumps General and Section 40 73 13 – Pressure and Differential Pressure Gauges.

C. The motor for the pump shall be of the vertical solid shaft fan cooled squirrel cage induction type in accordance with Section 26 05 60 – Low Voltage Electric Motors. The motor shall be designed to accept all downthrust and upthrust loads imposed by the pump during starting and running. The maximum speed and horsepower of each motor shall be as specified. The rated horsepower shall be such that the motors will not be overloaded nor the motor nameplate horsepower exceeded when the pumps are operated at any point on the pump performance curve.

D. Motors shall be specifically designed for operation with variable frequency drive speed controls as specified in Section 26 05 60 – Low Voltage Electric Motors and Section 26 29 23 – Low Voltage Variable Frequency Motor Controllers.

E. Motor Data

Electrical and Instrumentation Requirements
Schedule 43 21 47 - 07

Motor Data	Effluent Pump No. 3
Type	Direct Coupled – Vertical
Voltage	460v

Electrical and Instrumentation Requirements
Schedule 43 21 47 - 07

Motor Data	Effluent Pump No. 3
Phase	3
Frequency	60 Hz
Horsepower	250
Maximum Speed, rpm	1,775
Minimum Reduced Speed, rpm	500
Enclosure Type	TEFC
Insulation	Class H
Inverter Duty*	Yes
Service Factor	1.0
Thermal Protection	Thermostats
Motor Speed Control	Variable Frequency Drive
Maximum Sound at 3 feet	Not Used
Space Heater	Yes, 120 V, single phase
Motor auxiliary fan	Yes
Motor Winding Temperature Protection	Temperature Switches
Non-reverse ratchet	Yes
Shaft Grounding Rings	Yes
Insulated Bearings	Yes
Miscellaneous	See Note

NOTE: Provide oversized Terminal Box. Provide breathers and drains for TEFC enclosures.

* Manufacturer shall coordinate the settings of the variable frequency drive with the pump and motor to ensure proper operation. A written transmittal of the drive settings shall be sent to the Contractor prior to start-up of the equipment.

F. TEFC motors controlled by a variable frequency drive shall be provided with a separately powered cooling fan motor that runs at 60HZ to ensure proper cooling of the motor at low speeds in accordance with Section 26 05 60 - Low-Voltage Electric Motors. Cooling fan motor shall be integrally powered from the pump motor.

G. Thrust bearings and guide bearings shall be anti-friction type and grease or oil lubricated. Thrust bearings for motors of 125 hp and larger and guide bearings for motors of 250 hp and larger shall be oil lubricated. Bearings shall have a minimum ABMA L10 life of 100,000 hours. Water cooling of thrust bearings shall not be used.

H. Non-reverse ratchet shall not engage above the minimum motor speed in Motor Data Table. The manufacturer shall certify that the proposed non-reverse ratchets are able to

withstand reverse torques in excess of the maximum possible reverse torque in the application in order to ensure that the proposed non-reverse ratchets is/are able to withstand the worst case torques that have the potential to result.

I. Non-reversing ratchet type: Ball type

2.17 EQUIPMENT IDENTIFICATION

A. Comply with Section 43 20 00 – Pumps General.

PART 3 – EXECUTION

3.01 SHOP TESTING

A. Factory testing shall be in accordance with Section 43 20 00 – Pumps General, and shall include:

Shop Testing Schedule 43 21 47 - 09

	Effluent Pump No. 3
Certified Performance Curves	Yes

B. Pump performance test acceptance grade shall be as scheduled in Part 1 of this specification as defined by HI Standards; however, required power shall not exceed motor horsepower rating at any point on the rated pump curve.

3.02 SHIPMENT, DELIVERY, HANDLING AND STORAGE

A. Shipment, delivery and handling of equipment and materials shall be in accordance with Section 01 65 00 – Product Delivery Requirements.

B. Store equipment as required by the manufacturer.

3.03 MANUFACTURER'S FIELD SERVICES

A. The services of a qualified manufacturer's technical representative shall be provided in accordance with Section 43 20 00 – Pumps General. For this contract, field services shall include the following Site Visits Schedule 43 23 18 - 07:

Site Visits Schedule 43 21 47 - 10

Service	Number of Trips	Number of Days/Trip
Installation and Testing	1	1
Startup and Training	1	1
Services after Startup	1	1

3.04 INSTALLATION

A. Install pump in strict accordance with manufacturer's recommendations and Section 43 20 00 – Pumps General.

B. Manufacturer's technical representative shall perform or supervise the following activities prior to starting each pump:

1. Installation of mechanical seals

2. Alignment of pump and motor shafts

3. Impeller end clearance adjustment

C. After installation and until substantial completion, all pump shafts shall be rotated weekly in the presence of the City.

3.05 ALIGNMENT

A. Comply with Section 43 20 00 – Pumps General.

3.06 FIELD TESTING

A. Field testing shall be in accordance with Section 43 20 00 – Pumps General, and shall include the following Field Testing Schedule:

Field Testing Schedule 43 21 47 - 11

	Effluent Pump No. 3
Field Performance Testing	Yes
Vibration Testing	Yes
Natural Frequency "Bump" Test	No

B. Field vibration and alignment tests shall be performed on all pumps. The Contractor shall procure the services of an independent predictive/preventive maintenance laboratory service to perform baseline vibration tests on the subject equipment. The testing laboratory shall be independent from the Contractor and Supplier. Testing shall be conducted at maximum, intermediate and minimum pump operating speeds for the assembled pumping units in place after installation. Vibration tests will be conducted in the presence of the Owner in accordance with the procedures outlined in the applicable standards of the Hydraulic Institute and maximum vibration shall be within the limits set forth therein. In the event vibration exceeds the specified limits, the pump manufacturer shall make all required balancing and frame adjustments to bring the equipment within the Hydraulic Institute limits and re-perform the baseline vibration testing until the system complies prior to acceptance of any pumping equipment. The results of the final baseline analysis will be delivered to the OWNER.

C. Noise measurements shall be taken in the field and shall comply with Hydraulic Institute Standards and as specified herein.

D. After the pump manufacturer's representative has determined the pump installation is correct and the pumps are ready for continuous use, City shall test operate the pumps under actual operating conditions for the next seven days.

3.07 FAILURE OF EQUIPMENT TO PERFORM

A. Comply with Section 46 00 00 – Equipment General Provisions.

3.08 PAINTING

A. Comply with Section 46 00 00 – Equipment General Provisions.

B. Mating surfaces of mounting flanges and sole plates shall not be coated.

C. The interior and exterior of carbon steel pump columns shall be coated in accordance with the specification section titled "Painting".

D. Cast iron pump bowls, discharge case, and suction bell shall be internally lined with vitreous enamel or coated with 12 mils of fusion bonded epoxy as indicated in Article 2.07.

E. Cast iron pump bowls, discharge case, and suction bell shall be externally coated as indicated in the Section 09 90 00 – Painting.

F. Manufacturer's standard coating system will be accepted if it provides a similar level of service as that specified.

END OF SECTION

SECTION 46 00 00
EQUIPMENT GENERAL PROVISIONS

PART 1 – GENERAL

1.01 THE REQUIREMENT

A. The Contractor shall furnish, install, test, and place in acceptable operation all mechanical equipment and all accessories as specified herein, as shown on the Drawings, and as required for a complete and operable system.

B. The mechanical equipment shall be provided complete with all accessories, special tools, spare parts, mountings, shims, sheaves, couplings, and other appurtenances as specified, and as may be required for a complete and operating installation.

C. The Contractor shall provide the Owner complete and operational equipment/systems. To this end, it is the responsibility of the Contractor to coordinate all interfaces with related mechanical, structural, electrical, instrumentation, and control work and to provide necessary ancillary items such as controls, wiring, etc., to make each piece of equipment operational as shown and specified.

D. The complete installation shall be free from excessive vibration, cavitation, noise, and oil or water leaks.

E. The requirements of this section shall apply to equipment furnished under Divisions 40, 41, 43, and 46.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. All equipment, materials, and installations shall conform to the requirements of the most recent editions with latest revisions, supplements, and amendments of the specifications, codes, and standards listed in Section 01 42 00 – References.

1.03 ACTION/INFORMATIONAL SUBMITTALS

A. Product Data: Comply with Section 01 33 00 – Submittals Procedures

B. Shop Drawings shall be submitted to the Engineer for all equipment in accordance with Section 01 33 00 – Submittal Procedures and shall include the following additional information:

1. Equipment name, identification number and specification number.

2. Performance characteristics and descriptive data.

3. Detailed equipment dimensional drawings and setting plans.

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4. Drive and motor data as required by Division 26 – Electrical. Where pump and motor speeds are to be regulated by variable speed drives, the CONTRACTOR shall coordinate, furnish and exchange all necessary requirements with the respective equipment manufacturers to ensure compatibility and shall submit pump, motor and variable speed drive shop drawings together as a complete system.

5. Information on bearing types and bearing life.

6. Gear box design and performance criteria and AGMA service factor.

7. Piping schematics.

8. Equipment protective device details and connection diagrams.

9. Panel layout drawings, schematic wiring diagrams, and component product data sheets for control panels.

10. A list of spare parts and special tools to be provided.

11. Any additional information required to demonstrate conformance with the equipment specifications.

12. Warranty documentation including statement of duration of warranty period and contact phone numbers and addresses for warranty issues.

13. Shipment, delivery, handling, and storage instructions.

1.04 CLOSEOUT SUBMITTALS

A. Submit warranty documentation in compliance with:

1. Section 01 33 00 – Submittal Procedures

2. Section 01 61 00 – Product Requirements and Options

B. Operation and Maintenance (O&M) manuals shall be submitted in accordance with Section 01 33 00 – Submittal Procedures and Section 01 78 23 Operation and Maintenance Data.

1.05 MAINTENANCE MATERIALS SUBMITTALS

A. Operation and Maintenance (O&M) manuals shall be submitted in accordance with:

1. Section 01 33 00 – Submittal Procedures

2. Section 01 78 23 – Operation and Maintenance Data

B. Comply with Section 01 79 00 – Instructions to Owner's Personnel.

1.06 QUALITY ASSURANCE SUBMITTALS

A. Factory testing plan.

B. Factory Test Results shall be submitted and approved prior to shipment of equipment.

C. Field testing plan.

D. Comply with Section 01 75 00 – Check Out and Start Up Procedures.

E. Preliminary field test data

F. Final field test data

1.07 GENERAL INFORMATION AND DESCRIPTION

A. All parts of the equipment furnished shall, be designed and constructed for the maximum stresses occurring during fabrication, transportation, installation, testing, and all conditions of operation. All materials shall be new and shall conform to all applicable Sections of these Specifications.

B. All parts of duplicate equipment shall be interchangeable without modification. Manufacturer's design shall accommodate all the requirements of these Specifications.

C. Equipment and appurtenances shall be designed in conformity with specifications, codes and reference standards.

D. All bearings and moving parts shall be protected by bushings or other Engineer approved means against wear, and provision shall be made for accessible lubrication by extending lubrication lines and fittings to approximately 30 inches above finished floor elevation.

E. Details shall be designed for appearance as well as utility. Protruding members, joints, corners, gear covers, etc., shall be finished in appearance. All exposed welds on machinery shall be ground smooth and the corners of structural shapes shall be rounded or chamfered.

F. Machinery parts shall conform within allowable tolerances to the dimensions shown on the working drawings.

G. All machinery and equipment shall be safeguarded in accordance with the specifications, codes, and reference standards.

H. All rotating shafts, couplings, or other moving pieces of equipment shall be provided with protective guards of sheet metal or wire mesh, neatly and rigidly supported. Guards shall be removable as required to provide access for repairs.

I. All equipment greater than 100 pounds shall have lifting lugs, eyebolts, etc., for ease of lifting, without damage or undue stress exerted on its components.

J. All manufactured items provided under this Section shall be of current manufacture and shall be the products of manufacturers specializing in the manufacture of such products.

1.08 EQUIPMENT WARRANTIES

A. Warranty requirements shall be as specified in Section 01 75 00 – Checkout and Startup Procedures. Warranty requirements are supplementary to the individual equipment specifications.

PART 2 – PRODUCTS

2.01 ANCHORS AND SUPPORTS

A. The Contractor shall furnish, install, and protect all necessary guides, bearing plates, anchor and attachment bolts, and all other appurtenances required for the installation of the devices included in the equipment specified. Working Drawings for installation shall be furnished by the equipment manufacturer, and suitable templates shall be used by the Contractor when required in the detailed equipment Specifications.

B. Anchor bolts and fasteners shall be furnished in accordance with Section 05 05 23 – Metal Fastening, and with the individual equipment Specifications. All anchor bolts shall be a minimum of 1/2-inch diameter. All anchor bolts, guard bolts, washers, clips, clamps, and fasteners of any type shall be constructed of 316 stainless steel, unless otherwise specified the individual equipment Specifications.

C. The Contractor shall provide all concrete pads or pedestals required for equipment furnished. All concrete equipment pads shall be a minimum of 6” high, unless otherwise shown on the Drawings and shall be doweled.

D. Pipe sleeves or other means of adjusting anchor bolts shall be provided where indicated or required. Equipment shall be leveled by first using sitting nuts on the anchor bolts, and then filling the space between the equipment base and concrete pedestal with non-shrink grout, unless alternate methods are recommended by the manufacturer and are acceptable to the Engineer (such as shim leveling pumps, or chemical grout).

2.02 DISSIMILAR METALS

A. All dissimilar metals shall be isolated.

2.03 STANDARDIZATION OF GREASE FITTINGS

A. The grease fittings on all mechanical equipment shall be such that they can be serviced with a single type of grease gun. Fittings shall be “Zerk” type.

2.04 ELECTRICAL REQUIREMENTS

A. All electrical equipment and appurtenances, including but not limited to motors, panels, conduit, and wiring, etc., specified in the equipment specifications shall comply with the applicable requirements of the Division 26 specifications and the latest National Electric Code. Motor starters and controls shall be furnished and installed under Division 26 and Division 40 unless otherwise specified in the individual pump specifications.

B. In the individual equipment specifications, specified motor horsepower is intended to be the minimum size motor to be provided. If a larger motor is required to meet the specified operating conditions and performance requirements, the Contractor shall furnish the larger sized motor and shall upgrade the electrical service (conduit, wires, starters, etc.) at no additional cost to the Owner.

C. Where variable frequency drives (VFDs) are specified, the Contractor shall be responsible for coordinating between equipment supplier and VFD supplier to ensure a complete and operational system. VFDs shall be furnished under Division 26 unless otherwise specified in the equipment specification.

D. Motor starters and controls shall be furnished and installed under Division 26 and Division 40 unless otherwise specified in the individual equipment specifications.

2.05 EQUIPMENT IDENTIFICATION

A. All mechanical equipment shall be provided with a substantial stainless-steel nameplate, mechanically fastened with stainless steel hardware in a conspicuous place, and clearly inscribed with the manufacturer's name, year of manufacture, serial number, and principal rating data.

B. Each pump and other piece of mechanical equipment shall also be identified as to name and number by a suitable laminated plastic or stainless-steel nameplate mechanically fastened with stainless steel hardware; for example, "Raw Water Pump #1". Coordinate name and number with same on remotely located controls, control panel, and other related equipment.

C. Nameplates shall not be painted over.

PART 3 – EXECUTION

3.01 SHOP TESTING

A. All equipment shall be tested in the shop of the manufacturer in a manner which shall conclusively prove that its characteristics comply fully with the requirements of the Contract Documents and that it will operate in the manner specified or implied.

B. No equipment shall be shipped to the project until the Engineer has been furnished a certified copy of test results and has notified the Contractor, in writing, that the results of such tests are acceptable.

C. A certified copy of the manufacturer's actual test data and interpreted results thereof shall be forwarded to the Engineer for review.

D. Shop testing of electric motors shall conform to:

1. Section 26 05 60 – Low-Voltage Electric Motors

2. Section 26 05 00 – Basic Electrical Requirements.

3.02 SHIPMENT, DELIVERY, HANDLING AND STORAGE

A. Shipment, delivery, and handling of equipment and materials shall be in accordance with Section 01 65 00 – Product Delivery Requirements.

B. Storage of equipment and materials shall be in accordance with Section 01 66 00 – Product Storage and Protection Requirements.

3.03 MANUFACTURER’S FIELD SERVICES

A. Manufacturer’s field services shall be in accordance with Section 01 75 00 – Checkout and Startup Procedures.

B. The Contractor shall arrange for a qualified factory trained Technical Representative from each manufacturer or supplier of equipment who is regularly involved in the inspection, installation, start-up, troubleshooting, testing, maintenance, and operation of the specified equipment. Qualification of the Technical Representative shall be appropriate to the type of equipment furnished and subject to the approval of the Engineer and the Owner. Where equipment furnished has significant process complexity, furnish the services of engineering personnel knowledgeable in the process involved and the function of the equipment. When necessary, the Contractor shall schedule multiple Technical Representatives to be present at the same time for the purpose of coordinating the operation of multiple pieces of related equipment.

C. Services of the Technical Representative will require a minimum of two (2) site visits, one for installation and testing and one for startup and training, and will be for the

minimum number of days recommended by the manufacturer and approved by the Engineer but will not be less than the number of days specified in individual equipment sections. Additional site visits may be required as described below and in the equipment specifications.

D. For each site visit, the Technical Representative shall submit jointly to the Owner, the Engineer, and the Contractor a complete signed report of the results of his inspection, operation, adjustments, and testing. The report shall include detailed descriptions of the points inspected, tests and adjustments made, quantitative results obtained if such are specified.

E. The manufacturer's Technical Representative shall provide the following services.

1. Installation: The Technical Representative shall inspect the installed equipment to verify that installation is in accordance with the manufacturer’s requirements. Where required by individual equipment specifications, the Technical Representative shall also supervise the installation of the equipment.

2. Testing: After installation of the equipment has been completed and the equipment is presumably ready for operation, but before it is operated by others, the Technical Representative shall inspect, operate, test, and adjust the equipment as required to prove that the equipment is in proper condition for satisfactory operation under the conditions specified. Unless otherwise noted in the signed site visit report, the report shall constitute a certification that the equipment conforms to the requirements of the Contract and is ready for startup and that nothing in the installation will render the manufacturer's warranty null and void. The report shall include date of final acceptance field test, as well as a listing of all persons present during tests.

3. Startup: The Technical Representative shall start up the equipment for actual service with the help of the Contractor. If equipment or installation problems are experienced, the Contractor and the representative shall provide the necessary services until the equipment is operating satisfactorily and performing according to the specifications at no additional cost to the Owner. Unless otherwise noted in the signed site visit report, the report shall constitute a certification that the equipment conforms to the requirements of the Contract and is ready for permanent operation and that nothing in the installation will render the manufacturer's warranty null and void.

4. Training: Training shall be provided in accordance with Section 01 79 00 –Instruction of Owner Personnel.

5. Services after Startup: Where required by the individual equipment specifications, the Technical Representative shall return to the project site thirty (30) days after the startup date to review the equipment performance, correct any equipment problems, and conduct operation and maintenance classes as required by the

Owner. This follow-up trip is required in addition to the specified services of Technical Representative prior to and during equipment startup. At this time, if there are no equipment problems, each manufacturer shall certify to the Owner in writing that his equipment is fully operational and capable of meeting operating requirements. If the equipment is operating incorrectly, the Technical Representative will make no certification to the Owner until the problems are corrected and the equipment demonstrates a successful thirty (30) days operating period.

F. The Contract amount shall include the cost of furnishing the Technical Representative for the minimum number of days specified, and any additional time required to achieve successful installation and operation. The times specified for services by the Technical Representative in the equipment Specifications are exclusive of travel time to and from the facility and shall not be construed as to relieve the manufacturer of any additional visits to provide sufficient service to place the equipment in satisfactory operation.

G. The Contractor shall notify the Engineer at least 14 days in advance of each equipment test or Owner training session.

H. The Technical Representative shall sign in and out at the office of the Engineer's Resident Project Representative on each day the Technical Representative is at the project.

3.04 INSTALLATION

A. The Contractor shall obtain written installation manuals from the equipment manufacturer prior to installation. Equipment shall be installed strictly in accordance with recommendations of the manufacturer. A copy of all installation instructions shall be furnished the Engineer's field representative one week prior to installation.

B. The Contractor shall have on hand sufficient personnel, proper construction equipment, and machinery of ample capacity to facilitate the work and to handle all emergencies normally encountered in work of this character. To minimize field erection problems, mechanical units shall be factory-assembled insofar as practical.

C. Equipment shall be erected in a neat and workmanlike manner on the foundations at the locations and elevations shown on the Drawings.

D. All equipment sections and loose items shall be match-marked prior to shipping.

E. For equipment that requires field alignment and connections, the Contractor shall provide the services of the manufacturer's qualified mechanic, millwright, or machinist, to align the equipment and motor prior to making piping connections or anchoring the equipment base. Alignment shall be as specified herein.

F. The Contractor shall furnish oil and grease for initial operation and testing. The manufacturer and grades of oil and grease shall be in accordance with the recommendations of the equipment manufacturer.

3.05 ALIGNMENT

A. Set equipment to dimensions shown on drawings. Dimensions shall be accurate to +/- 1/16 inch unless otherwise noted on the drawings. Wedges shall not be used for leveling, aligning, or supporting equipment.

B. General Equipment Leveling: Non-rotating equipment shall be set level to +/- 1/16 inch per 10-foot length (.005 inch per foot) unless otherwise noted on the drawings. Shims shall be used unless equipment is furnished with leveling feet. Set shims flush with equipment baseplate edges. When grouting is required, equipment shall be shimmed to allow a minimum of one-inch grout thickness. Grout shall cover shims at least 3 inches. Final level check shall be held for inspection and approval by Engineer before proceeding.

C. Grouting

1. Fill anchor bolt holes or sleeves with grout, after bolt alignment is proven, and prior to placing grout under equipment bases.

2. Surface Preparation. Roughen surface by chipping, removing laitance, and unsound concrete. Clean area of all foreign material such as oil, grease, and scale. Saturate area with water at least 4 hours prior to grouting, removing excess water ponds.

3. Application. Place grout after the equipment base has been set and its alignment and level have been approved. Form around the base, mix grout, and place in accordance with the grout manufacturers published instructions. Eliminate all air or water pockets beneath the base using a drag chain or rope.

4. Finishing. Point the edges of the grout to form a smooth 45-degree slope.

5. After grout has cured (not before 3 days after placement) paint exposed surfaces of grout with shellac.

6. Level Verification. After grout has cured, and immediately prior to drive alignment, recheck equipment for level and plumb. Re-level and square as necessary. Hold final checks for inspection and approval by Engineer.

D. Inspect for and remove all machining burrs or thread pulls in female holes on mating surfaces of mounting frame and machine feet.

E. Inspect and clean equipment mounting base pads, feet, and frames to remove all grease, rust, paint, and dirt.

F. Assembled equipment shafts shall be set level to .0015 inches per foot of shaft length (+/- .0005 inches) up to a maximum of 0.015 inches for any length shaft unless the manufacturers requirements are more stringent or unless otherwise noted in the equipment specifications. Use the machined surfaces on which the equipment sets for the base/mounting frame leveling plane. Use the machined shaft surface for equipment leveling plane.

G. Sprocket and Sheave Alignment. Check shaft mounted components for face runout and eccentricity (outside diameter) runout by magnetically mounting a dial indicator on a stationary base and indicating over 360 degrees on a continuous machined surface at the outside diameter of the component. Maximum allowable total indicated face runout and eccentricity for sprockets and sheaves will be per ANSI Standard B29.1-1975.

H. Belt tensioning. Set drive belt tension to manufacturer's specification for the belt type. Recheck alignment after drive tensioning.

I. Thermal/Mechanical Growth. Thermal/mechanical growth corrections for driver and driven machines will be used in vertical and horizontal alignment where applicable. The equipment manufacturer will determine thermal/mechanical growth applicability for any machine and provide the correction offsets to be used.

J. Rotating Shaft Alignment

1. Fixtures will be set up on the driver and driven machine, machines shaft surfaces. Machined coupling hubs may be used only if there is no clearance to mount fixtures directly on the shafts.

2. Primary alignment method for direct drive machines is when coupled. Uncoupled alignment will be used only when approved by the Engineer.

3. Account for possible coupling flex by always rotating coupled machines in the same direction during alignment.

4. Uncoupled machines must be connected so that both shafts turn together without relative motion during alignment.

5. Indicator bar sag will be measured and included for each reverse indicator alignment setup.

6. Reverse Dial Indicator. The final maximum allowable misalignment: vertical and horizontal from the desired targets of .000 inches (for a non-thermal growth machine) or from the given target readings (for a thermal growth machine) must meet BOTH of the following conditions simultaneously: 1/2 the final total indicator reading at each indicator will be no more than shown in the table below AND the final remaining correction at each machine foot be no more than .001 inches of required movement.

Machine Speed (RPM)	Total Misalignment* (inches)
Up to 1800	.002
1800 and greater	.001

* 1/2 indicator reading

3.06 FIELD TESTING

A. Field testing shall be in accordance with Section 01 75 00 – Checkout and Startup Procedures.

B. All equipment shall be set, aligned, and assembled in conformance with the manufacturer's drawings and instructions. Provide all necessary calibrated instruments to execute performance tests. Submit report certified by the pump manufacturer’s representative.

C. Preliminary Field Tests, Yellow Tag

1. As soon as conditions permit, after the equipment has been secured in its permanent position, the Contractor shall:

   a. Verify that the equipment is free from defects.

   b. Check for alignment as specified herein.

   c. Check for direction of rotation.

   d. Check motor for no load current draw.

2. Contractor shall flush all bearings, gear housings, etc., in accordance with the manufacturer's recommendations, to remove any foreign matter accumulated during shipment, storage or erection. Lubricants shall be added as required by the manufacturer's instructions.

3. When the Contractor has demonstrated to the Engineer that the equipment is ready for operation, a yellow tag will be issued. The tag will be signed by the Engineer, or his assigned representative and attached to the equipment. The tag shall not be removed.

4. Preliminary field tests, yellow tag, must be completed before equipment is subjected to final field tests, blue tag.

D. Final Field Tests, Blue Tag

1. Upon completion of the above, and at a time approved by the Engineer, the equipment will be tested by operating it as a unit with all related piping, ducting, electrical and controls, and other ancillary facilities.

2. The equipment will be placed in continuous operation as prescribed or required and witnessed by the Engineer or his assigned representative and the Owner or his assigned representative.

3. The tests shall prove that the equipment and appurtenances are properly installed, meet their operating cycles and are free from defects such as overheating, overloading, and undue vibration and noise. Operating field tests shall consist of the following:

    a. Check equipment for excessive vibration and noise as specified herein.

    b. Check motor current draw under load conditions. The rated motor nameplate current shall not be exceeded.

    c. Recheck alignment with dial indicators where applicable, after unit has run under load for a minimum of 24 hours.

E. Additional field testing recommended by the manufacturer shall be performed at no cost to Owner.

F. Until final field tests are acceptable to the Engineer, the Contractor shall make all necessary changes, readjustments, and replacements at no additional cost to the Owner.

G. Upon acceptance of the field tests, a blue tag will be issued. The tag will be signed by the Engineer and attached to the unit. The tag shall not be removed, and no further construction work will be performed on the unit, except as required during start-up operations and directed by the Engineer.

H. Defects which cannot be corrected by installation adjustments will be sufficient grounds for rejection of any equipment.

I. All costs in connection with field testing of equipment such as lubricants, temporary instruments, labor, equipment, etc., shall be borne by the Contractor. Power, fuel, chemicals, water, etc. normally consumed by specific equipment shall be supplied by the Owner unless otherwise specified in the individual equipment specifications.

J. The Contractor shall be fully responsible for the proper operation of equipment during tests and instruction periods and shall neither have nor make any claim for damage which may occur to equipment prior to the time when the Owner formally takes over the operation thereof.

K. Field testing of electric motors shall be in accordance with Section 26 05 60 – Low-Voltage Electric Motors and Section 26 05 00, Basic Electrical Requirements.

3.07 VIBRATION TESTING

A. Vibration testing shall be in accordance with Section 01 75 00 – Checkout and Startup Procedures.

3.08 FAILURE OF EQUIPMENT TO PERFORM

A. Any defects in the equipment, or failure to meet the guarantees or performance requirements of the Specifications shall be promptly corrected by the Contractor by replacements or otherwise.

B. If the Contractor fails to make these corrections, or if the improved equipment shall fail again to meet the guarantees or specified requirements, the Owner, notwithstanding his having made partial payment for work and materials which have entered into the manufacture of said equipment, may reject said equipment and order the Contractor to remove it from the premises at the Contractor's expense.

C. The Contractor shall then obtain specified equipment to meet the contract requirements or upon mutual agreement with the Owner, adjust the contract price to reflect not supplying the specific equipment item.

D. In case the Owner rejects said equipment, then the Contractor hereby agrees to repay to the Owner all sums of money paid to him for said rejected equipment on progress certificates or otherwise on account of the lump sum prices herein specified.

E. Upon receipt of said sums of money, the Owner will execute and deliver to the Contractor a bill of sale of all his rights, title, and interest in and to said rejected equipment; provided, however, that said equipment shall not be removed from the premises until the Owner obtains from other sources other equipment to take the place of that rejected.

F. Said bill of sale shall not abrogate Owner's right to recover damages for delays, losses, or other conditions arising out of the basic contract.

3.09 PAINTING

A. Pump and motor shall be factory painted by the equipment manufacturer.

B. All inaccessible surfaces of the equipment, which normally require painting, shall be finished painted by the manufacturer. The equipment and motor shall be painted with a high-quality epoxy polyamide semi-gloss coating specifically resistant to chemical, solvent, moisture, and acid environmental conditions, unless otherwise specified.

C. Gears, bearing surfaces, and other unpainted surfaces shall be protected prior to shipment by a heavy covering of rust-preventive compound sprayed or hand applied which shall be maintained until the equipment is placed in operation. This coating shall be easily removable by a solvent.

3.10 WELDING

A. The Equipment Manufacturer's shop welding procedures, welders, and welding operators shall be qualified and certified in accordance with the requirement of AWS D1.1 "Structural Welding Code - Steel" or AWS D1.2 "Structural Welding Code - Aluminum" of the American Welding Society, as applicable.

B. The Contractor's welding procedures, welders, and welding operators shall be qualified and certified in accordance with the requirements of AWS D1.1 "Structural Welding Code - Steel" or AWS D1.2 "Structural Welding Code - Aluminum" of the American Welding Society, as applicable.

C. The Contractor shall perform all field welding in conformance with the information shown on the Equipment Manufacturer's drawings regarding location, type, size, and length of all welds in accordance with "Standard Welding Symbols" AWS A2.0 of the American Welding Society, and special conditions, as shown by notes and details.

END OF SECTION

Exhibit 1

Broward County Transportation Concurrency Satisfaction Certificate – 0088498

Resilient Environment Department
URBAN PLANNING DIVISION
1 North University Drive, Building A, Box 102 Plantation, Florida 33324 954-357-6666 FAX 954-357-6521

Broward County Transportation Concurrency Satisfaction Certificate

*** Please note that this approval does not constitute Environmental Review Approval. You will still need the Environmental Approval Certificate to submit to the Building Department.**

Issue Date: 03/22/2023 **DR Review #:** 0088498

Application Number: 000445016

Title of Drawings: Cooper City WWTP Effluent Pump Replacement **Project#:** 56076

Plan Last Revision Date: 07-MAR-23 **Bldg Dept Jurisdiction:** Cooper City

Legal Description: **Plat Name:** COOPER CITY COMMUNITY SERVICE PLAT
Plat Number: 041-MP-94 **Book:** 161 **Page:** 25 **Lot:** **Block:**

Address: 11791 SW 49 ST, Cooper City, Fl. 33330

Construction Type: New Construction

This approval is issued in accordance with Sec. 27.66 of the Broward County Natural Resource Protection Code. This approval is specific for the plans and description described on this approval. Any changes in footprint, Lot #, or bedrooms or use will require a new approval.

Development Review

☑ **BUILDING OFFICIAL:**

The replacement of a secondary effluent pump at the existing wasterwater treatment plant.
-Cooper City - WWTP Effluent Pump Replacement
Receipt#: 0088498

☑ **TRANSPORTATION CONCURRENCY SATISFACTION:** Certificate is hereby issued

*Any revision to these plans requires a new development review by the division.

This application was routed in accordance with the Broward County Land Development Code, Chapter 5, Article IX, Section 5-181.

If a building permit is not applied for within 30 days of the Development and Environmental Review Approval, plans must be re-submitted to the Urban Planning Division for re-evaluation.

Development Reviewer Name: Monica Randino

Exhibit 2

Broward County Environmental Review Approval Certificate – 000445016

Resilient Environment Department
URBAN PLANNING DIVISION
1 North University Drive, Building A, Box 102 Plantation, Florida 33324 954-357-6666 FAX 954-357-6521

Meeting Date: 04/09/2024 Item #8.

Broward County Environmental Review Approval Certificate

Issue Date: 05/03/2023 **ER Review #:** 000445016

Title of Drawings: Cooper City WWTP Effluent Pump Replacement **Project#:** 56076

Plan Last Revision Date: 07-MAR-23 **Bldg Dept Jurisdiction:** Cooper City

Legal Description: **Plat Name:** COOPER CITY COMMUNITY SERVICE P **Lot:** **Block:**

Address: 11791 SW 49 ST, Cooper City, Fl. 33330

Construction Type: New Construction

This approval is issued in accordance with Sec. 27.66 of the Broward County Natural Resource Protection Code. This approval is specific for the plans and description described on this approval, any changes in footprint, Lot #, or bedrooms or use will require a new approval.

APPROVED

☑ **NO DEWATERING PERMITTED - CONTAMINATION** In accordance with Section 27-353 of the Broward County Natural Resource Protection Code, dewatering operations shall not be conducted without approval from the Broward County Environmental Permitting Division.

☑ **WARNING** Notification to the Urban Planning Division is required within ten (10) working days after issuance of a building permit, a certificate of occupancy, a temporary certificate of occupancy, certificate of completion, final inspection or any other action that allows occupancy of the building or facility. The building department is required to electronically update building permit and co data online at https://dmdweb.broward.org/dmdweb/login.aspx

☑ **COMMENTS** WW-63118, The replacement of effluent pump #3 at the existing wasterwater treatment plant.
-Cooper City - WWTP Effluent Pump Replacement

If a building permit is not applied for within 30 days of the Development and Environmental Review Approval, plans must be re-submitted to the Urban Planning Division for re-evaluation.

Environmental Reviewer Name: Mark Gerberding

Exhibit 3

Broward County License for Construction to a Wastewater Treatment Facility – WW-63118

Resilient Environment Department
ENVIRONMENTAL PERMITTING DIVISION
1 North University Drive, Mailbox 201, Plantation, Florida 33324-2038
954-519-1483 Fax 954-519-1412

LICENSE FOR CONSTRUCTION TO A WASTE WATER TREATMENT FACILITY

APPLICANT:
Cooper City
Attention: Raj Verma, Utilities Director, P.E.
11791 SW 49th Street
Cooper City, FL 33330

RED LICENSE NO.:	WW-63118
EXPIRATION DATE:	05/01/2028
DEP ID NO.:	COO #053154-000
SEC-TWP-RNG:	25-50-40
PROJECT:	Cooper City Wastewater Treatment Plant Effluent Pump Replacement

This license is issued under the provisions of Chapter 27 of the Broward County Code of Ordinances, hereinafter called the Code. The above named-applicant, hereinafter called licensee, is hereby authorized to perform the work shown on the approved drawing(s), plans, documents, and specifications submitted by applicant and made a part hereof and described specifically below. Commencement of construction under this license shall be deemed acceptance of all conditions specified in the license. License conditions shall also be deemed to be accepted if they are not objected to in writing and received by RED within fourteen days of receipt of the license by the applicant.

The issuance of this license is a final agency determination. A person with a substantial interest may file a petition to request review of, or to intervene in a review of, a final administrative determination within 10 days of issuance of the license, subject to the provisions of Section 27-14 of the Code.

CONSTRUCTION TO: Install a higher head pump as Effluent Pump No. 3 and replace other miscellaneous appurtenances. The proposed pump's motor is rated at 250 horsepower, and it is replacing a 100-horsepower pump. Also, the new pump will be equipped with a variable frequency drive (VFD) to replace the decommissioned constant speed pump. The Effluent Pump operating point is 4,000 GPM @ 180' TDH.

SUBJECT TO GENERAL CONDITIONS #1- #11 and SPECIFIC CONDITIONS # 1 - # 3.

In accordance with:	Plans, Sheets G-01 thru G-04, C-01, C-02, M-01 thru M-03, S-01 thru S-03, and E-01 thru E-10 (Received 03/13/2023). Hazen and Sawyer, P.C. Project #: 4679-004. None Attached.
Located at:	11791 SW 49TH ST, Cooper City, FL 33330
Serving:	Wastewater Treatment Plant Modification. No Additional Flow.

Issued this 2nd day of May, 2023.

Digitally signed by YVEL ROCHER
Date: 2023.05.02 09:43:59 -04'00'

Yvel Rocher, P.E., Environmental Program Manager
Domestic Wastewater Program

Resilient Environment Department
Prepared by Ryan Flaherty

ec: FDEP/WPB
Asif Ali, PDMD Front Desk
George A. Brown, P.E., Hazen and Sawyer, P.C.

GENERAL CONDITIONS:

1. The terms, conditions, requirements, limitations and restrictions set forth herein are accepted by the licensee and must be completed by the licensee and are enforceable by RED pursuant to the Code. RED will review this license periodically and may revoke or suspend the license, and initiate administrative and/or judicial action for any violation of the conditions by the licensee, its agents, employees, servants or representatives.

2. This license is valid only for the specific uses set forth in the license application and any deviation from the approved uses may constitute grounds for revocation, suspension, and/or enforcement action by RED.

3. In the event the licensee is temporarily unable to comply with any of the conditions of the license or with the Code, the licensee shall notify RED within eight (8) hours or as stated in the specific section of the Code. Within three (3) working days of the event, the licensee shall submit a written report to RED that describes the incident, its cause, the measures being taken to correct the problem and prevent its reoccurrence, the owner's intention regarding the repair, replacement and reconstruction of destroyed facilities and a schedule of events leading toward operation with the license condition.

4. The issuance of this license does not convey any vested rights or exclusive privileges, nor does it authorize any injury to public or private property or any invasion of personal rights, or any violation of federal, state or local laws or regulations.

5. This license must be available for inspection on the licensee's premises during the entire life of the license.

6. By accepting this license, the licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this licensed facility or activity, that are submitted to the County, may be used by the County as evidence in any enforcement proceeding arising under the Code, except where such use is prohibited by Section 403.111, F.S.

7. The licensee agrees to comply and shall comply with all provisions of the most current version of the Code.

8. Any new owner or operator of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for and is granted a transfer of license. The transferee shall be liable for any violation of the Code that results from the transferee's activities. The transferee shall comply with the transferor's original license conditions when the transferee has failed to obtain its own license.

9. The licensee, by acceptance of this license, specifically agrees to allow access and shall allow access to the licensed source, activity or facility at times to RED personnel for the purposes of inspection and testing to determine compliance with this license and the Code.

10. This license does not constitute a waiver or approval of any other license, approval, or regulatory requirement by this or any other governmental agency that may be required.

11. Enforcement of the terms and provisions of this license shall be at the reasonable discretion of RED, and any forbearance on behalf of RED to exercise its rights hereunder in the event of any breach by the licensee, shall not be deemed or construed to be a waiver of RED's rights hereunder.

SPECIFIC CONDITIONS:

1. This license is valid for construction of a sewage collection/transmission system and/or a reuse distribution system, or a WWTP modification only. All connections to the system must be approved by RED prior to the issuance of a building permit.

2. Any deviation from approved plans and/or specifications affecting capacity, flow, or operation of components shall be submitted to and approved by the RED before such changes are made.

3. The applicant shall be responsible for supplying as-built or record drawing(s) to RED upon completion of the project. Such drawing(s) shall be signed and sealed by an Engineer registered in the State of Florida and be based on accurate records maintained by the Engineer or by a Land Surveyor currently registered in the State of Florida. Drawing(s) shall indicate locations and elevations of all pipe lines, manholes, pump stations and appurtenances installed under this project's license. Connection to the new system shall not be approved until the as-built (or record) drawing(s), certification documentation, and fees have been provided to and approved by RED.

Hazen

Exhibit 4

FDEP Minor Revision to a Wastewater Facility or Activity Permit – FL0040398

FLORIDA DEPARTMENT OF
Environmental Protection

Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, Florida 33406-3007

Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

March 27, 2023

In the Matter of an
Application for Permit by:

City of Cooper City
Raj Verma, Director
Utility Systems Department
11791 SW 49th St
Cooper City, Florida 33330- 4447
954) 434-5519
RVerma@CooperCity.gov

File Number: FL0040398-014-DW1-MR
Project Name: **Effluent Pump Replacement**
County: Broward
Facility: City of Cooper City West WWTP
Permit Number: FL0040398

NOTICE OF PERMIT REVISION

ISSUANCE DATE: **March 27, 2023**
EFFECTIVE DATE: **March 27, 2023**
EXPIRATION DATE: **January 25, 2028**

Dear Mr. Verma,

The Department has reviewed your application received on March 10, 2023, to revise the existing Wastewater Permit Number FL0040398, issued on January 26, 2023, for the referenced facility modification. Based on the Basis of Design Report, prepared by Hazen and Sawer, The Department hereby approves your request in accordance with Section 403.087, Florida Statutes.

Please note that the effective date of this permit is also the issuance date of this notice Mach 27, 2023

Please note that the expiration date of this permit is not being revised. The expiration date remains January 25, 2028.

There are no changes to the existing discharge monitoring report (DMR).

The proposed modification includes the following:
Proposed effluent Vertical Turbine pump with a maximum operating capacity of 4,000 gpm at 180 feet TDH along with all necessary electrical and controls will replace an existing effluent pump # 3.

The permit is modified as given below:

- **Add the section 2 to Part VI. Schedules:**

2. The effluent pump # 3 replacement will be constructed according to the following schedule:

ITEM NUMBER	Improvement Action	Completion Date
a.	Start construction	September 25, 2023
b.	Complete construction	September 25, 2024
b.	Submit DEP Form Number 62-620.910(12), Notification of Completion of Construction for Wastewater Facilities or Activities (Revised 10/23/00) (You can find the form at Web Site: https://floridadep.gov/sites/default/files/62-620.910_12.pdf)	Prior to placing into service
c.	Submit DEP Form Number 62-620.910(13), Notification of Availability of Record Drawings and Final Operation and Maintenance Manuals (Revised 10/23/00) (You can find the form at Web Site: https://floridadep.gov/sites/default/files/62-620.910_13.pdf)	Within 6 months of submittal of the Notification of Completion

All other applicable conditions included in the original permit and other permit revisions remain unchanged. This Notice of Permit Revision shall become a part of the permit and shall be attached to the original permit.

The Department's proposed agency action shall become final unless a timely petition for an administrative hearing is filed under Sections 120.569 and 120.57, Florida Statutes, within fourteen days of receipt of notice. The procedures for petitioning for a hearing are set forth below.

A person whose substantial interests are affected by the Department's proposed permitting decision may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, Florida Statutes. The petition must contain the information set forth below and must be filed (received by the clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Under Rule 62-110.106(4), Florida Administrative Code, a person may request enlargement of the time for filing a petition for an administrative hearing. The request must be filed (received by the clerk) in the Office of General Counsel before the end of the time period for filing a petition for an administrative hearing.

Petitions by the applicant or any of the persons listed below must be filed within fourteen days of receipt of this written notice. Petitions filed by any persons other than those entitled to written notice under Section 120.60(3), Florida Statutes, must be filed within fourteen days of publication of the notice or within fourteen days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), Florida Statutes, however, any person who has asked the Department for notice of agency action may file a petition within fourteen days of receipt of such notice, regardless of the date of publication.

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition within fourteen days of receipt of notice shall constitute a

waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, Florida Statutes. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, Florida Administrative Code.

A petition that disputes the material facts on which the Department's action is based must contain the following information:

(a) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the Department permit identification number and the county in which the subject matter or activity is located;
(b) A statement of how and when each petitioner received notice of the Department action;
(c) A statement of how each petitioner's substantial interests are affected by the Department action;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
(e) A statement of facts that the petitioner contends warrant reversal or modification of the Department action;
(f) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wants the Department to take.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

Mediation under Section 120.573, Florida Statutes, is not available for this proceeding.

This permit action is final and effective on the date filed with the clerk of the Department unless a petition is filed in accordance with the above. Upon the timely filing of a petition this permit will not be effective until further order of the Department.

Any party to the permit has the right to seek judicial review of the permit action under Section 120.68, Florida Statutes, by the filing of a notice of appeal under Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the clerk of the Department in the Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida, 32399 3000; and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days from the date when this permit action is filed with the clerk of the Department.
Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

for

March 27, 2023
Norva Blandin, MSEM Date
Permitting Program Administrator
Southeast District

NB/MD/ls: FL0040398-014-DW1-MR

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this NOTICE OF PERMIT REVISION were emailed before the close of business on March 27, 2023, to the listed persons.

DEP/SED: Norva Blandin, Margie DeBerry, Lyudmila Sokolova, Brigitte Bucell
George A. Brown, Hazen and Sawyer, gbrown@hazenandsawyer.com

FILING AND ACKNOWLEDGMENT

FILED, on this date, under Section 120.52, Florida Statutes, with the designated Deputy Clerk, receipt of which is hereby acknowledged.

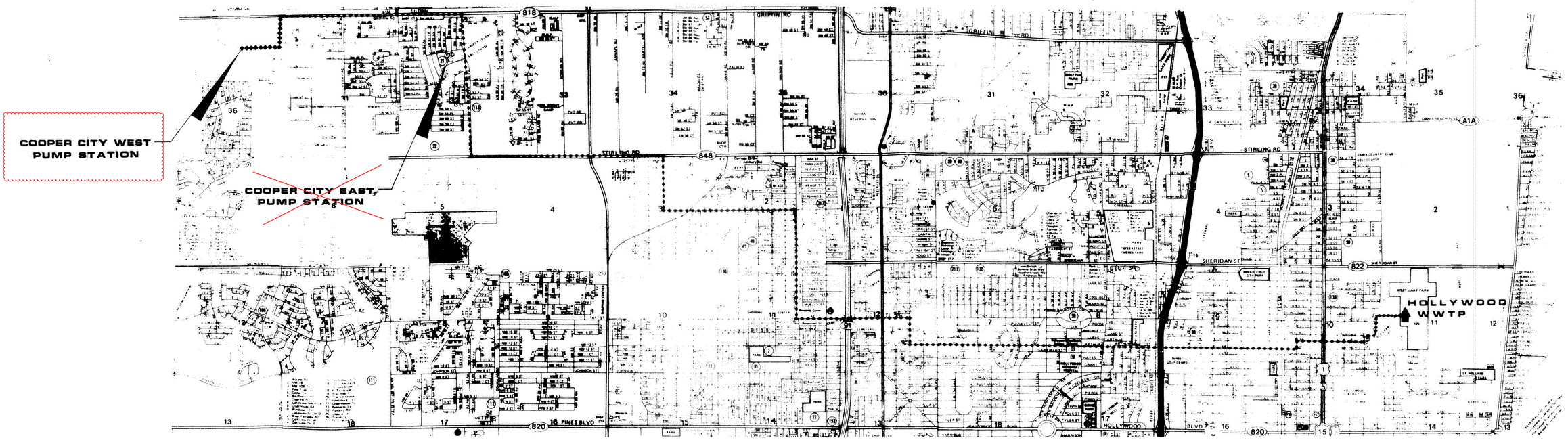
Clerk

March 27, 2023
Date

Meeting Date: 04/09/2024 Item #8.

EFFLUENT TRANSMISSION FORCE MAIN,
FOR
TOWN OF DAVIE & COOPER CITY, FLA.

D.E.R. PROJECT NUMBER 813010



LOCATION MAP

SCALE: 1" = 2400'

Issued For
Informational Purposes

COOPER CITY PUMP STATIONS

PREPARED BY:

JAMES M. MONTGOMERY, CONSULTING ENGINEERS, INC.

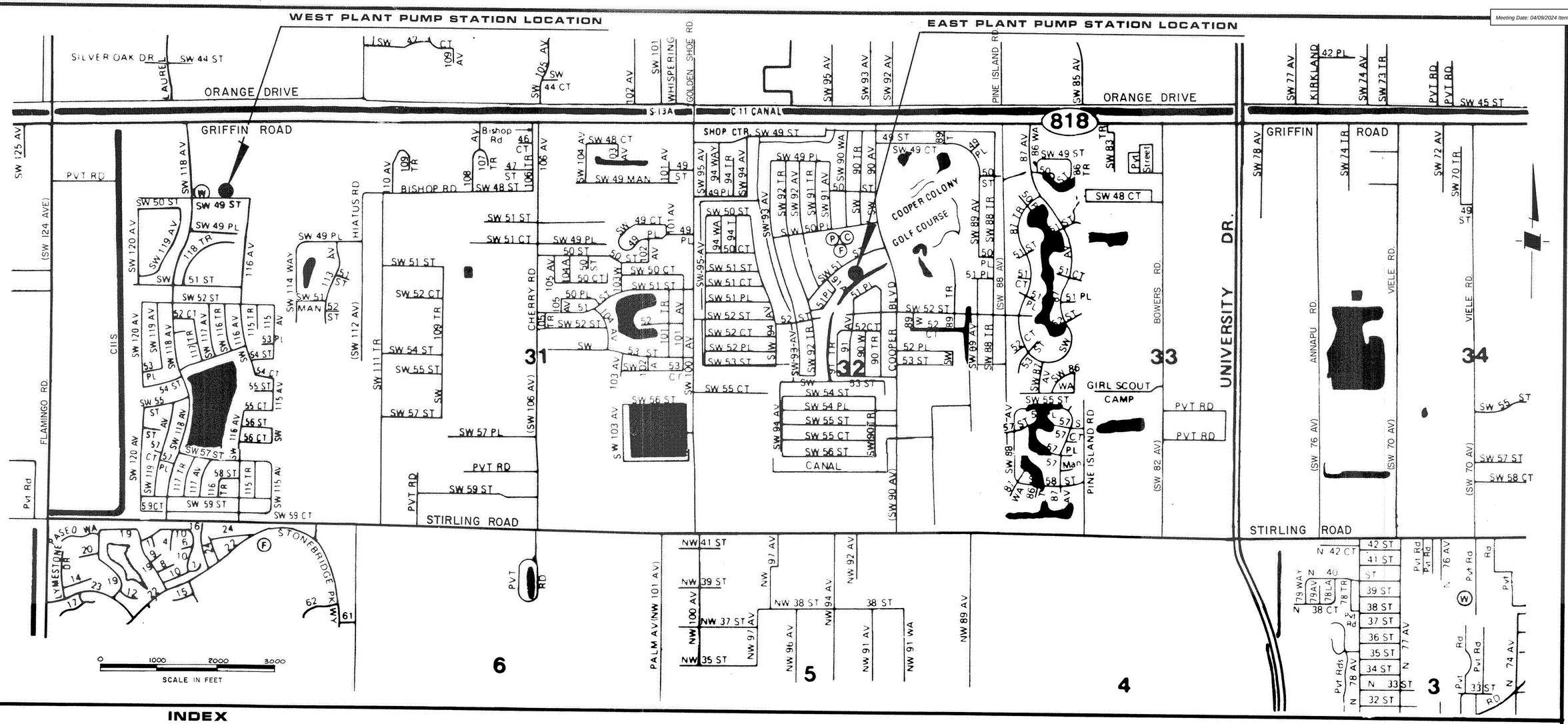
FEBRUARY, 1986

RECORD DRAWING

Meeting Date: 04/09/2024 Item #8.

WEST PLANT PUMP STATION LOCATION

EAST PLANT PUMP STATION LOCATION



INDEX

SHEET NO.	TITLE
1	COVER SHEET
2	INDEX AND LOCATION
3	WEST PLANT PUMP STATION – SITE PLAN AND SECTIONS
4	WEST PLANT PUMP STATION
5	WEST PLANT PUMP STATION – GENERATOR AND CONTROL BUILDING
6	EAST PLANT PUMP STATION – SITE PLAN AND DETAILS
7	EAST PLANT PUMP STATION
8	EAST PLANT PUMP STATION – GENERATOR AND CONTROL BUILDING
9	STRUCTURAL DETAILS
10	WEST PLANT PUMP STATION – HOLDING POND DETAILS
11	MISCELLANEOUS DETAILS
12	WEST PLANT PUMP STATION – ELECTRICAL PLAN
13	WEST PLANT PUMP STATION – GENERATOR AND CONTROL BUILDING ELECTRICAL PLAN
14	EAST PLANT PUMP STATION – ELECTRICAL PLAN
15	EAST & WEST PLANT PUMP STATIONS – ELECTRICAL SCHEMATICS
16	EAST & WEST PLANT PUMP STATIONS – CONTROL PANEL

Issued For
Informational Purposes

RECORD DRAWING

REV	DATE	BY	DESCRIPTION
2	9/2/85	A.L.S.	RECORD DRAWING
1	9/18/85	DHR	REVISE INDEX

SCALE: AS SHOWN

DESIGNED K.Y.
DRAWN A.S.
CHECKED B.H.C.

SUBMITTED Ben J. Chen 31849 9-4-85
PROJECT ENGINEER RCE NO DATE

RECOMMENDED [illegible] 17141 9/4/85
RCE NO DATE

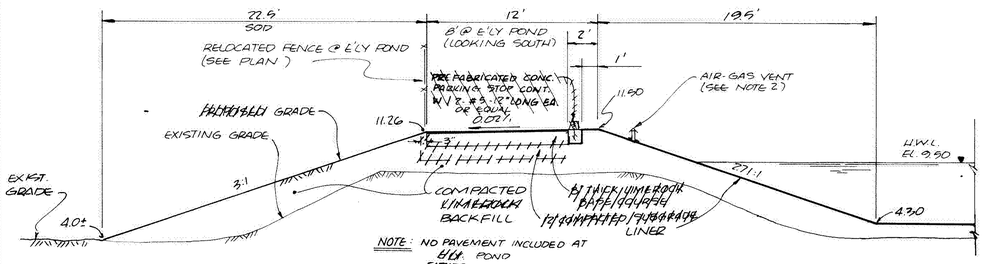
JAMES M. MONTGOMERY CONSULTING ENGINEERS, INC.
5975 WEST SUNRISE BOULEVARD FORT LAUDERDALE FLORIDA 33313

TOWN OF DAVIE AND COOPER CITY, FLORIDA
COOPER CITY PUMP STATIONS
LOCATION MAP AND INDEX

SHEET 2 OF 16 SHEETS

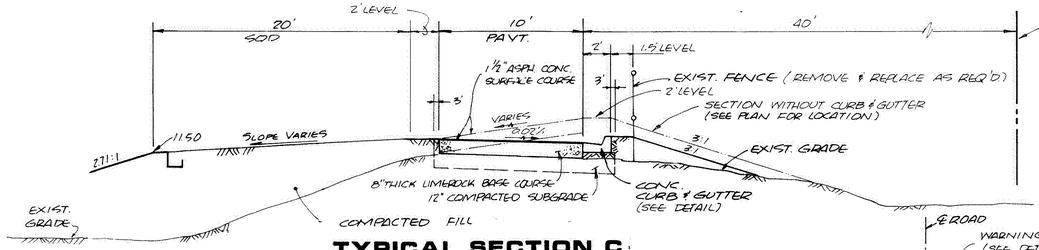
JOB NO FILE

Meeting Date: 04/09/2024 Item #8.



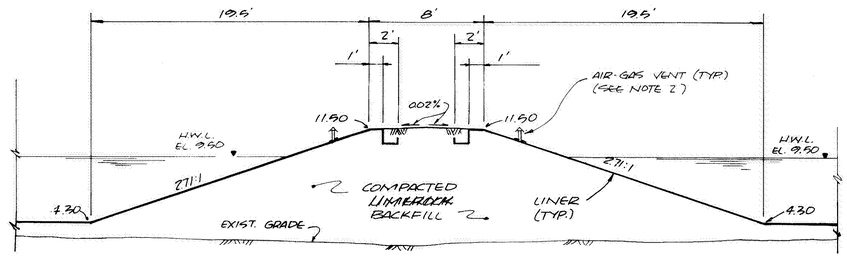
TYPICAL SECTION A

SCALE: 1" = 5' VERT.
1" = 5' HORIZ.



TYPICAL SECTION C

SCALE: 1"=5' VERT.
1"=5' HORIZ.



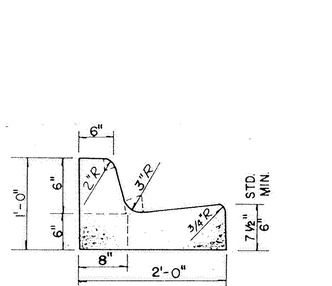
TYPICAL SECTION B

SCALE: 1" 5' VERT.
1" = 5' HORIZ.

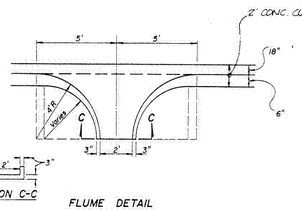
NOTE: 1. FOR LINER DETAILS SEE SHT. 10.

2. PROVIDE GAS VENTS ON ALL SLOPES COVERED W/ LINER - 30' C. TO C. (TYP.) SEE DETAIL A/10, D/10.

* NOTE: 1. EXIST. TREATED CHLORINATED EFFLUENT MAINS. CHLORINATION OF EFFLUENT PREFORMED AT SEWAGE TREATMENT UNIT CHLORINE CONTACT ZONE.
2. SHADED AREAS DEPICT NEW PAVEMENT.

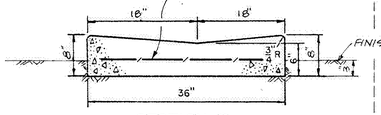


CONC. CURB AND GUTTER (6" CURB, 1.5' GUTTER)



SECTION C-C

FLUME DETAIL
N.T.S.

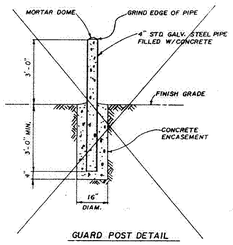


SECTION D

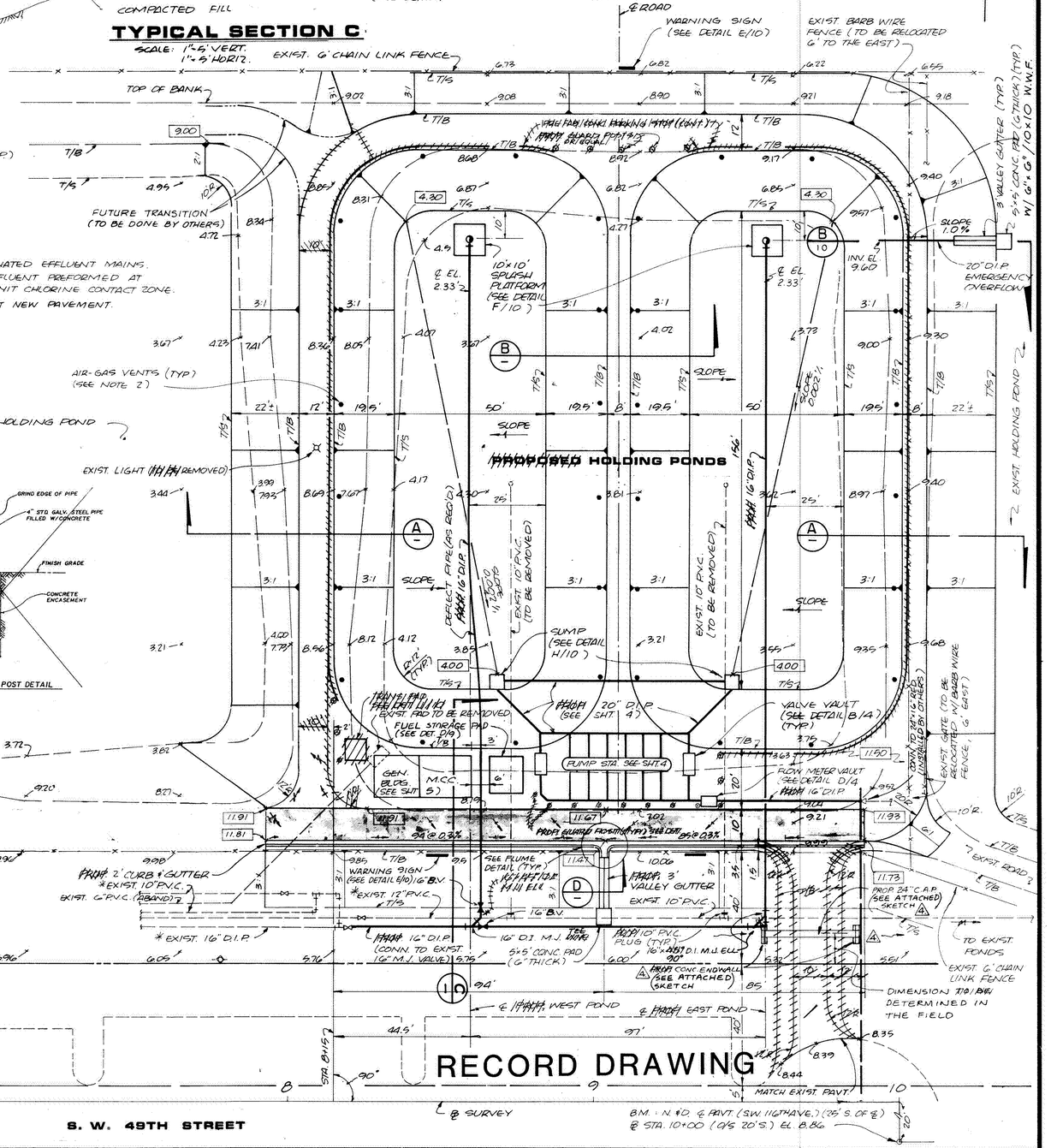
CONCRETE VALLEY GUTTER
N.T.S.

LEGEND

- EXIST. VALVE
- GAS VENT
- 3.67 EXIST. GRADE
- 11.50 PROP. GRADE
- PROP. PAVEMENT
- T/B TOP OF BANK
- T/S TOE OF SLOPE
- PROP. GUARD POST



GUARD POST DETAIL



Issued For Informational Purposes

RECORD DRAWING

REV	DATE	BY	DESCRIPTION
6	4.2.85	A.L.S.	RECORD DRAWING
5	7.30.84	D.P.A.	MODIFY ENTRANCE ROAD (SEE ATTACHED SKETCH)
4	9.30.84	A.S.	HOLDING POND ELEVATION REVISIONS
3	9.30.84	A.S.	MISC. REVISIONS
2	9.28.84	DPR.	GENERAL REVISION

SCALE: 1" = 20'

DESIGNED J.A.C.
DRAWN D.P.R.
CHECKED B.H.C.

SUBMITTED Barry J. Chen PROJECT ENGINEER 31847 R.C.E. NO 9-4-85 DATE
RECOMMENDED [signature] 17141 R.C.E. NO 9/4/85 DATE

JAMES M. MONTGOMERY CONSULTING ENGINEERS, INC.
5975 WEST SUNRISE BOULEVARD, FORT LAUDERDALE, FLORIDA 33313

TOWN OF DAVIE AND COOPER CITY, FLORIDA
COOPER CITY PUMP STATIONS
WEST PLANT PUMP STATION
SITE PLAN & SECTIONS

SHEET 3 OF 16 SHEETS

PAS 20250 # 13 CC
FILE
JOB NO

Meeting Date: 04/09/2024 Item #8.

Issued For
Informational Purposes

PROP. WEST HOLDING POND

PROP. EAST HOLDING POND

TOP OF BANK

TOE OF SLOPE

℄ EL. 2.94

3:1

18'-8"

10'-4"

12'

2'

℄ EL. 6.50

4" DRAIN INVERT 5.00'

℄ EL. 3.50

CONC. PAD TOP EL. 12.00

4" DRAIN (DET. F/11)

2'-6"R

℄ PUMP STA.

P1 P2 P3 P4 P5 P6

SLOPE 5.00%

℄ EL. 7.33

2'-2"

PUMP DISCHARGE MANIFOLD SEE C/4

NORTH EDGE OF PAVT. (PROP ACCESS RD.) (SEE SITE PLAN)

9'-3" 6' 6' 3' 3' 6' 6' 9'-3" 11'-6"

℄ ROAD (SEE SITE PLAN)

A1 A A1

FOR CONTINUATION SEE SHT. 3

WEST PLANT PUMP STATION AND PUMP SECTION

SCALE: 1" = 4'

8'-0" (TYP.)

1/2" x 8 3/16" ALUM GRATING (SEE DETAIL)

EL. 12.00

FIN. GRADE EL. 11.50

6"

4'-6"W x 8'-0"L

8" (TYP.)

#5 @ 12" O.C.E.W. (TYP.)

3" CLEAR (TYP.)

16" CHECK VALVE (FLG.)

16" PLUG VALVE W/HANDWHEEL

16" WALL SLEEVE (TYP.)

℄ EL. 7.33

16"x45° M.J. ELL W/RESTRAINING GLANDS

24"x8" CONC. FOOTING (TYP.)

20"x16" MJ WYE

#5 @ 12" C.C.

℄ EL. 2.94

CONC. VALVE SUPPORT (SEE DETAIL, ABOVE-RIGHT)

3-#5 (TYP.)

COMPACTED SUBGRADE

PEA GRAVEL

3/4" x 1 7/8" x 1/4" ALUMINUM ANGLE W/ BITU MIN. COATING ON BACK SIDE

1 1/2" x 1 1/2" x 1/4" ALUM. ANGLE (WELDED TO GRATING ALL AROUND) (ALUMINUM GRATING)

WELD EACH SIDE

ALUMINUM BAR, 1" x 1/8 ANCHORS @ 18" O.C.

GRATING INSTALLATION DETAIL

N.T.S.

VALVE VAULT SECTION

N.T.S.

2" ϕ (SEE DET. E/11)

FIN. GRADE EL. 11.50

EL. 7.33

NOTE: ALL M.J. FITTINGS SHALL BE PROVIDED WITH RETAINER GLANDS.

PUMP DISCHARGE MANIFOLD SCHEMATIC

NTS

8" 4'-0"W x 7'-0"L 8"

10" FLG. FLOW METER M-1 (SEE SPECS.)

1/2" x 8 3/16" ALUM GRATING (SEE DETAIL B)

FIN. GRADE

W.P.I.B.

VAULT (SEE DETAIL B/4 FOR REINF. & FOOTING)

3/4" SCH. 40 PVC W/ 3-#14 & 1 SHIELDED PAIR TO W.W.T.P.

3/4" FLEX (POWER)

3/4" FLEX (SIGNAL)

16"x10" FLG. REDUCER (TYP.)

FORCE MAIN

16" D.I.M.J. SLEEVE

16" WALL SLEEVE (TYP.)

CONCRETE SUPPORT (SEE DETAIL, ABOVE)

PEA GRAVEL

COMPACTED SUBGRADE

FLOW METER VAULT SECTION

N.T.S.

RECORD DRAWING

VALVE SUPPORT DETAIL

N.T.S.

℄ VALVE

20°

30 LB. ROOFING FELT

4" THICK

8" THICK CONCRETE PEDESTAL FOR METER SUPPORT

12" CHAMFER @ CORNERS (TYP.)

#4 @ 18" O.C.E.W.E.F.

VARIES

SEE DET. I/11

SEE DET. G/11

1" STEEL DRAINAGE PIPE

CONC. PAD EL. 12.00

FINISHED GRADE EL. 11.50

4-#5 T & B

#5 @ 12" T. & B.

VALVE SUPPORT (SEE DETAIL, ABOVE)

100 YEAR FLOOD EL. 9.0

℄ EL. 7.33

GROUND WATER TABLE H.W.L. EL. 4.0

12" ϕ SUCTION PIPE

LWL= EL. 4.00

℄ EL. 2.94

20" D.I. MJ SLEEVE (TYP.)

30"x20" TEE

6"

EL. 1.23

VORTEX SUPPRESSOR

12"

EL. (-)1.00

12"

SECTION A-A

N.T.S.

MECHANICAL INDEX

1	Sump (See Detail ~~K/11~~ H/10)	17	8" Sleeve Coupling with Harness	34	Meter Vault (See Detail D/4)
2	20" x 16" Wye (MJ)	18	12" x 8" L.R. 90° Red. Bend (FL)	35	10" FLG. Magnetic Flow Meter, M-1 (See Specs)
3	20" x 45° Bend (MJ-PE)	19	16" x 12" Wye (MJ)	36	1" Air Release and Vacuum Valve
4	20" Butterfly Valve (MJ)	20	Pump (See Specs) P3 & P4	37	16" x 12" Wye (MJ)
5	20" x 16" Tee (MJ)	~~21~~	~~14" x 12" Red. (FLG.)~~	38	2" Air Release & Vacuum Valve See E/11
6	20" x 20" Tee (MJ)	22	12" Check Valve (FLG.)	39	Pressure Gauge
7	20" D.I.P., Class 51	23	12" Butterfly Valve (FLG.) W/Elec Operator	40	Pump Barrel Flange
8	16" D.I.P., Class 51	24	12" Sleeve Coupling with Harness	41	Wall Flange 3" x 1/4" THICK
9	4" C.I.P., Class 51	25	12" L.R. Bend (FLG.)	42	Steel Pump Barrel 30" Dia., 1/4" Thick
10	Meter Vault (See Detail B/4)	26	16" x 12" Wye (MJ-PE)	43	6" Concrete Encasement (TYP.)
	BUTTERFLY	27	Pump (See Specs) P5 & P6	44	12" x 45° Bend (MJ-PE)
11	16" ~~Gate~~ Valve (FLG.) with Hand Wheel	~~28~~	~~12" x 14" Red. (FLG.)~~	45	12" x 45° Bend (MJ-PE)
12	16" Check Valve (FLG.)	~~29~~	~~12" Check Valve~~	46	16" x 10" FLG. Red
13	12" x 45° Bend (MJ-PE)	~~30~~	~~12" Butterfly Valve (FLG.) W/Elec. Operator~~	47	16" MJ D.I. Sleeve
14	Pump (See Specs) P1 & P2	31	12" Sleeve Coupling with Harness	48	16" Butterfly Valve, M.J.
15	8" Check Valve (FLG.)	32	12" - 90° L.R. Bend (Flg.)	49	4" x 45° Bend
16	8" Butterfly Valve (FLG.) W/Elec. Operator	33	16" Tee (MJ)	50	MORTAR LINED STL. PUMP BARREL 24" ϕ, 1/4" THICK

REV.	DATE	BY	DESCRIPTION
2	6-2-89	A.L.G.	RECORD DRAWING
1	2-28-86	D.P.R.	GENERAL REVISION

SCALE: AS SHOWN

DESIGNED J.A.C.

DRAWN D.P.R.

CHECKED J.A.C.

SUBMITTED Ben H. Chen PROJECT ENGINEER 31849 RCE NO 9-4-85 DATE

RECOMMENDED Glenn K. Humphrey 17141 RCE NO 9/4/85 DATE

JAMES M. MONTGOMERY CONSULTING ENGINEERS, INC.

5975 WEST SUNRISE BOULEVARD, FORT LAUDERDALE, FLORIDA 33313

TOWN OF DAVIE AND COOPER CITY, FLORIDA

COOPER CITY PUMP STATIONS

WEST PLANT PUMP STATION

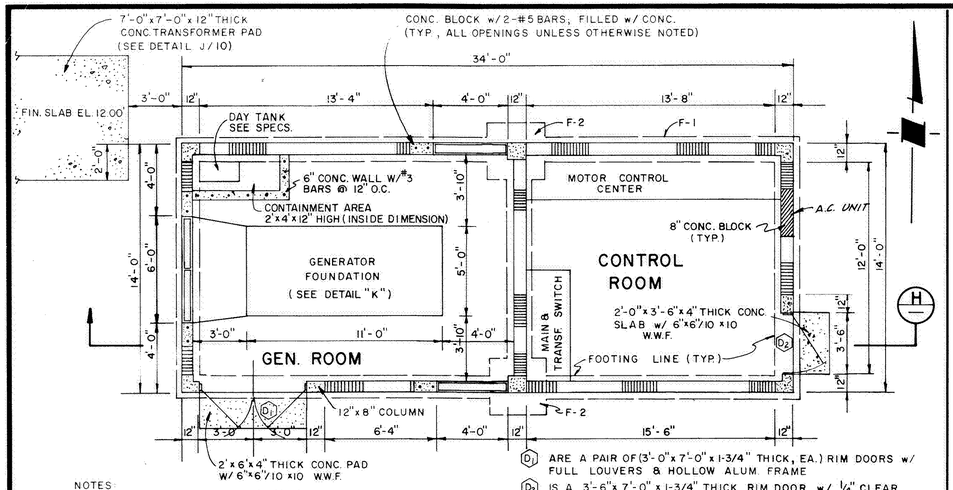
SHEET 4 OF 16 SHEETS

JOB NO _____ FILE _____ PAS 20232 4 13 CK

Meeting Date: 04/09/2024 Item #8.

Issued For
Informational Purposes

PLAN
SCALE: 1/4" / 1'-0"



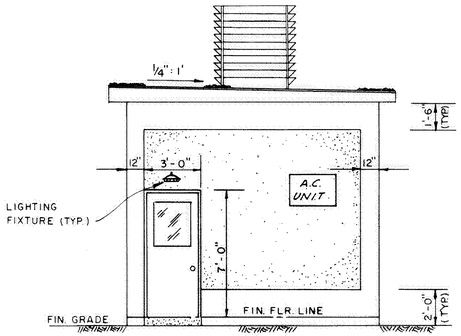
NOTES:
1. FOR FUEL SUPPLY PIPING, SEE DETAIL J/11.
2. FOR EARTHWORK AND ADDITIONAL MASONRY DETAILS SEE GENERAL NOTES, (J/8).

D1 ARE A PAIR OF (3'-0"x7'-0"x1-3/4" THICK, EA.) RIM DOORS w/ FULL LOUVERS & HOLLOW ALUM. FRAME

D2 IS A 3'-6"x7'-0" x1-3/4" THICK RIM DOOR w/ 1/4" CLEAR GLASS PLATE & HOLLOW ALUM. FRAME

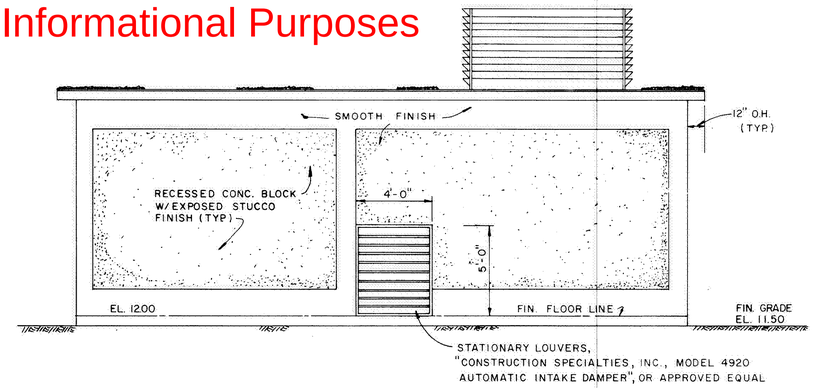
A

EAST ELEVATION
SCALE: 1/4" / 1'-0"



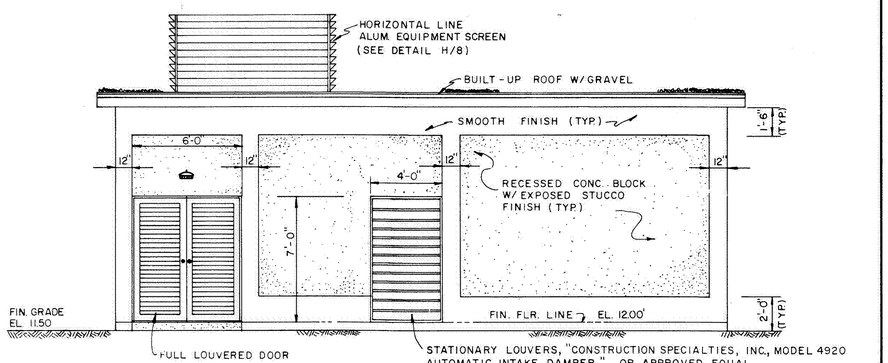
B

NORTH ELEVATION
SCALE: 1/4" / 1'-0"



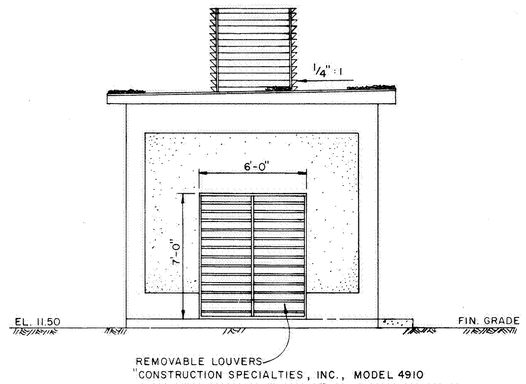
C

SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



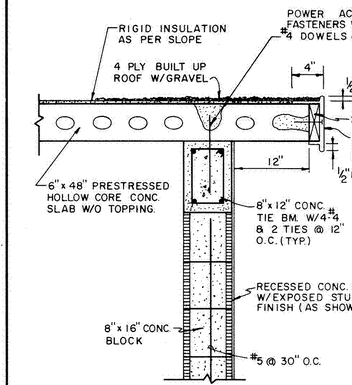
D

WEST ELEVATION
SCALE: 1/4" / 1'-0"



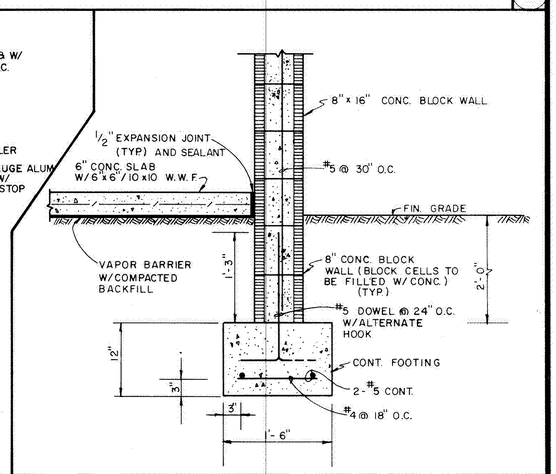
E

ROOF AND TIE BEAM DETAIL
SCALE: 1" / 1'-0"



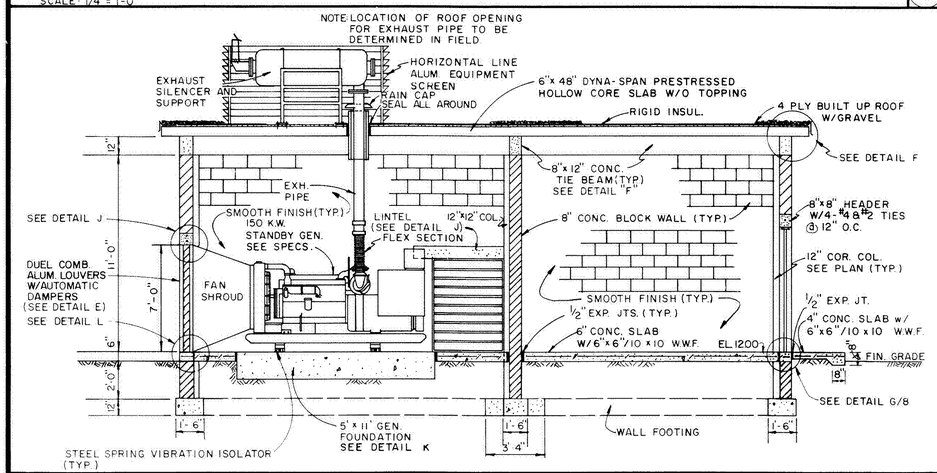
F
5,8

WALL FOOTING DETAIL
SCALE: 1" / 1'-0"



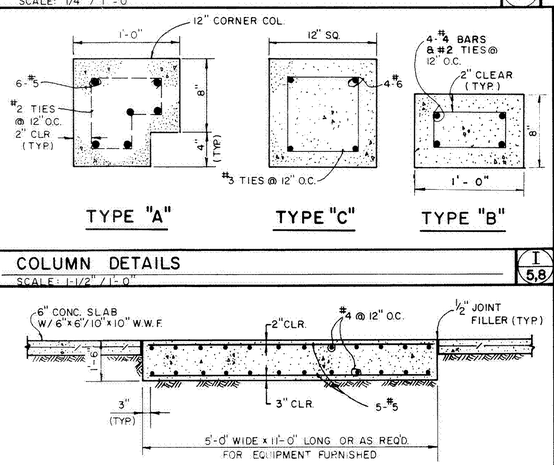
G
5,8

SECTION
SCALE: 1/4" / 1'-0"



H

GENERATOR FOUNDATION DETAIL
SCALE: 3/8" / 1'-0"

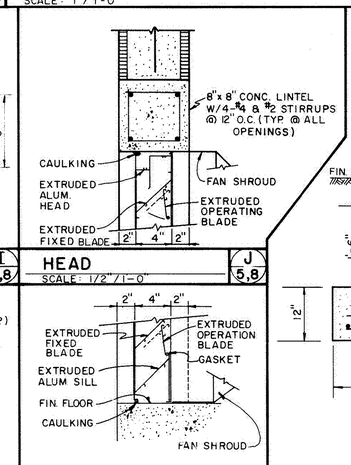


K
5,8

COLUMN DETAILS
SCALE: 1-1/2" / 1'-0"

I
5,8

HEAD
SCALE: 1/2" / 1'-0"

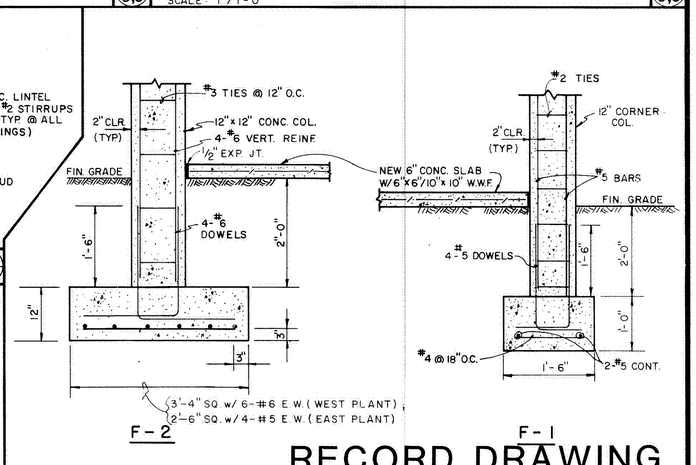


J
5,8

SILL
SCALE: 1/2" / 1'-0"

L
5,8

FOOTING DETAILS
SCALE: 3/4" / 1'-0"



M
5,8

RECORD DRAWING

REV	DATE	BY	DESCRIPTION
2	9.2.87	A.L.G.	RECORD DRAWING
1	12.8.86	D.P.A.	MISC. REV.

SCALE: AS SHOWN

DESIGNED K.Y.
DRAWN D.H.K.
CHECKED B.H.C.

SUBMITTED
PROJECT ENGINEER Ben H. Chen 31849 R.C.E. NO 9-4-85 DATE

RECOMMENDED Mark R. Mayberry 17141 R.C.E. NO 9/4/85 DATE

JAMES M. MONTGOMERY CONSULTING ENGINEERS, INC.
5975 WEST SUNRISE BOULEVARD, FORT LAUDERDALE, FLORIDA 33313

TOWN OF DAVIE AND COOPER CITY, FLORIDA
COOPER CITY PUMP STATIONS
WEST PLANT PUMP STATION
GENERATOR AND CONTROL BUILDING

SHEET 5 OF 16 SHEET

JOB NO FILE PAS 20232 4.13 CC

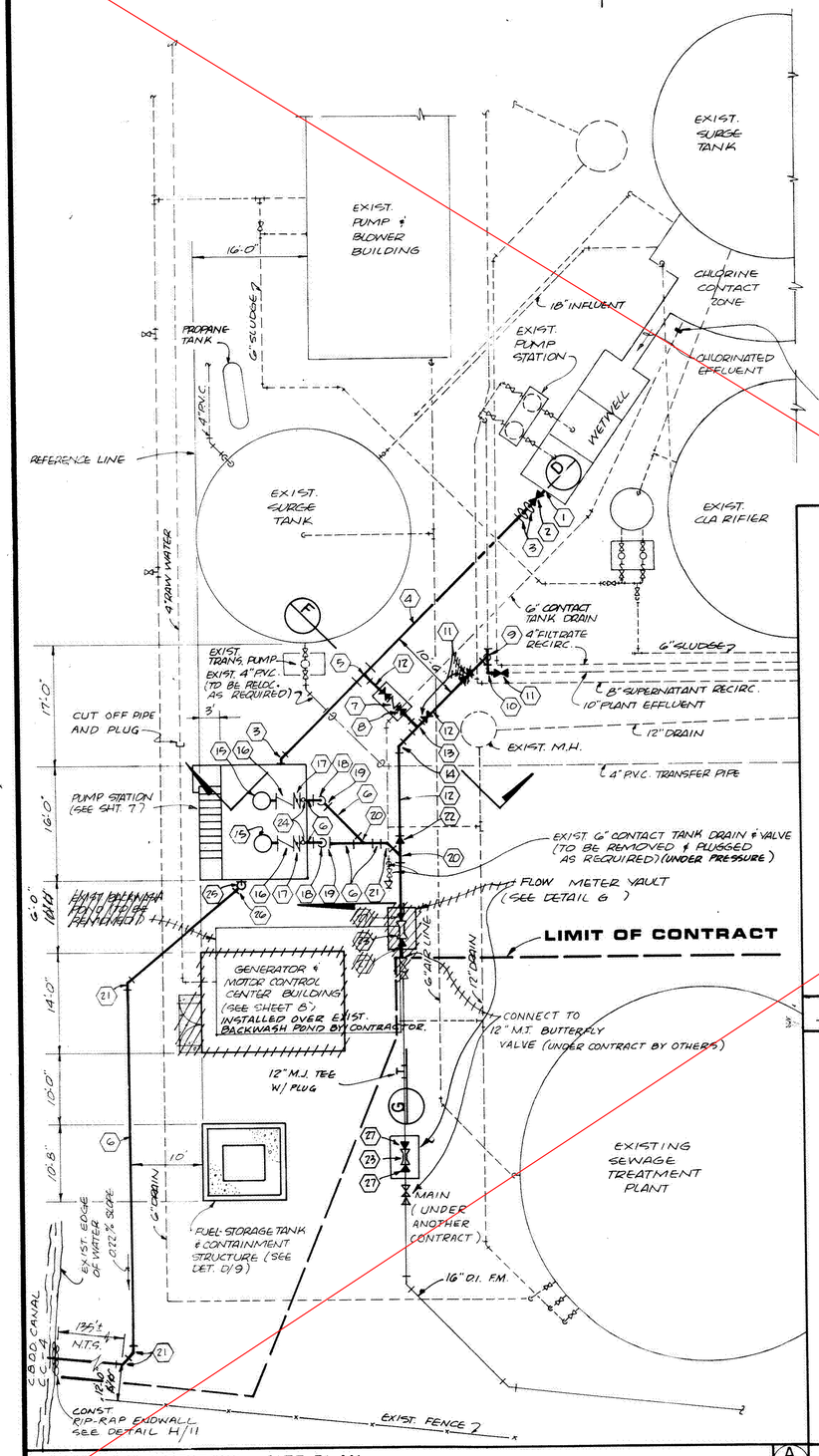
Meeting Date: 04/09/2024 Item #8.

MECHANICAL INDEX

1. 18" P.E. WALL FLG.
2. 18" BUTTERFLY ~~GATE~~ VALVE (M.J.)
3. 18"-45° BEND (M.J.)
4. 18" D.I. PIPE CLASS 50
5. 18" x 10" TEE (M.J.)
6. 12" D.I. PIPE CLASS 50
7. 10" CHECK VALVE (FLG.)
8. 10" BUTTERFLY ~~GATE~~ VALVE (FLG.)
9. 10" x 10" M.J. TEE AND 10" x 90° M.J. BEND-INSTALL IN EXIST. LINE
10. 10"-90° BEND (M.J.)
11. 10" BUTTERFLY ~~GATE~~ VALVE (M.J.)
12. 10" D.I. PIPE
13. 10" TEE (M.J.)
14. 10" x 45° BEND (M.J.)
15. VERT. PUMP (P-7, P-8)
16. 12" PUMP CONTROL VALVE (FLG.)
17. 12" BUTTERFLY VALVE (FLG.) W/ELECTRIC OPERATOR
18. 12"-90° L.R. BEND (FLG.)
19. 12"-90° L.R. BEND (M.J.)
20. 12' WYE-BRANCH (M.J.)
21. 12"-45° BEND (M.J.)
22. 12" x 10" RED. (M.J.)
23. 8" FLOW METER M-2 (SEE SPECS)
24. 1-1/2" AIR RELEASE VALVE AND VACUUM VALVE
25. 16"-90° S.R. BEND (FLG.)
26. 16" x 12"x 90° RED. ELL (M.J.)
27. 12" x 8" REDUCER (FLG.)

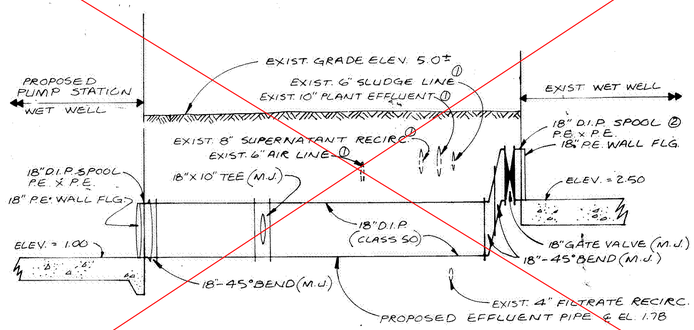
NOTE: ALL MECHANICAL JOINT FITTINGS SHALL BE PROVIDED WITH RETAINER GLANDS.

Issued For Informational Purposes



EAST PUMP STATION - SITE PLAN

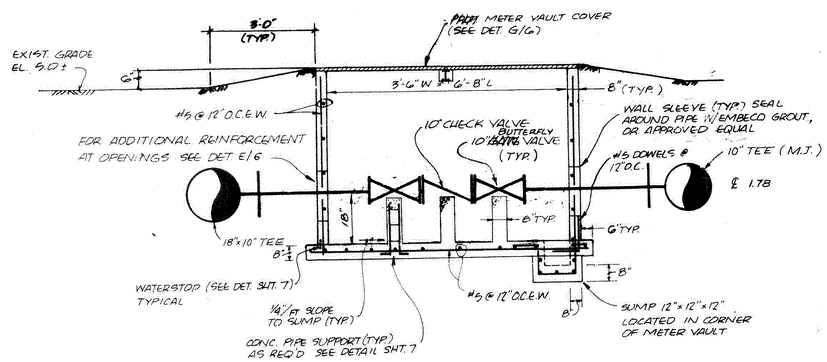
SCALE: 1" = 10'



NOTES:
1. LOCATION OF EXISTING PIPES IS APPROXIMATE. ALL INTERFERING PIPES SHALL BE REROUTED AS REQUIRED AND KEPT OPERATIONAL. PROVIDE 6" MINIMUM CLEARANCE BETWEEN PIPES.
2. BREAK THROUGH EXISTING WALL, PLACE FLANGED WALL PIPE AND GROUT WITH EXPANDING GROUT. EXISTING PUMP STATION SHALL BE KEPT OPERATIONAL AT ALL TIMES.
3. BEFORE STARTING CONSTRUCTION, CONTRACTOR SHALL DISCOVER ALL EXISTING PIPES CROSSING NEW LINES AND ESTABLISH ITS LOCATION AND ELEVATION.

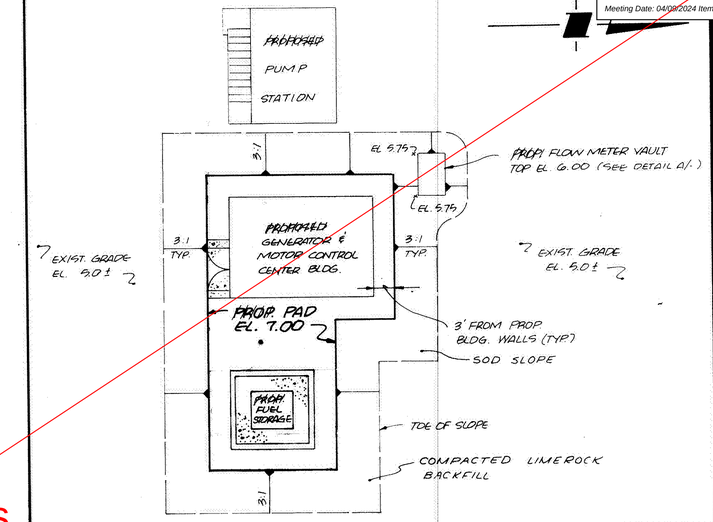
SUCTION PIPE PROFILE / SECTION

N.T.S.



VALVE VAULT SECTION

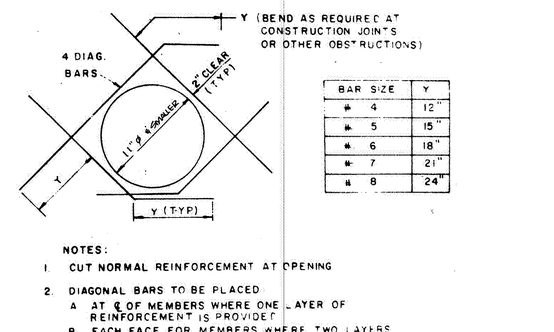
N.T.S.



BUILDING PAD PLAN

SCALE: 1" = 10'

C



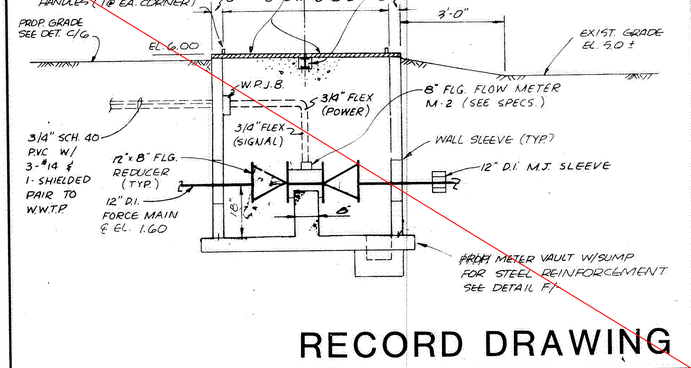
BAR SIZE	Y
# 4	12"
# 5	15"
# 6	18"
# 7	21"
# 8	24"

NOTES:
1. CUT NORMAL REINFORCEMENT AT OPENING
2. DIAGONAL BARS TO BE PLACED
   A AT ℄ OF MEMBERS WHERE ONE LAYER OF REINFORCEMENT IS PROVIDED
   B EACH FACE FOR MEMBERS WHERE TWO LAYERS OF REINFORCEMENT ARE PROVIDED
3. UNLESS OTHERWISE NOTED, SIZE OF DIAG BARS SHALL BE THE SIZE OF THE LARGEST NORMAL REINF BAR CUT.

ADDITIONAL REINFORCEMENT @ CIRCULAR OPENINGS

N.T.S.

D E



FLOWMETER VAULT SECTION

N.T.S.

G

RECORD DRAWING

REV	DATE	BY	DESCRIPTION
3	6.28.84	A.L.S.	RECORD DRAWING
2	3.78.84	D.P.R.	ADD GEN. MCC BLDG., REV. DET. D, E & G, DELETE DET. B
1	2.21.84	D.P.R.	REV. METER VAULTS

SCALE: AS NOTED

DESIGNED J.A.C.
DRAWN D.P.R.
CHECKED B.H.C.

SUBMITTED Ben F. Chen PROJECT ENGINEER 3/84 R.C.E. NO. 9-4-85 DATE

RECOMMENDED Glenn R. Hughey R.C.E. NO. 12141 9/4/85 DATE

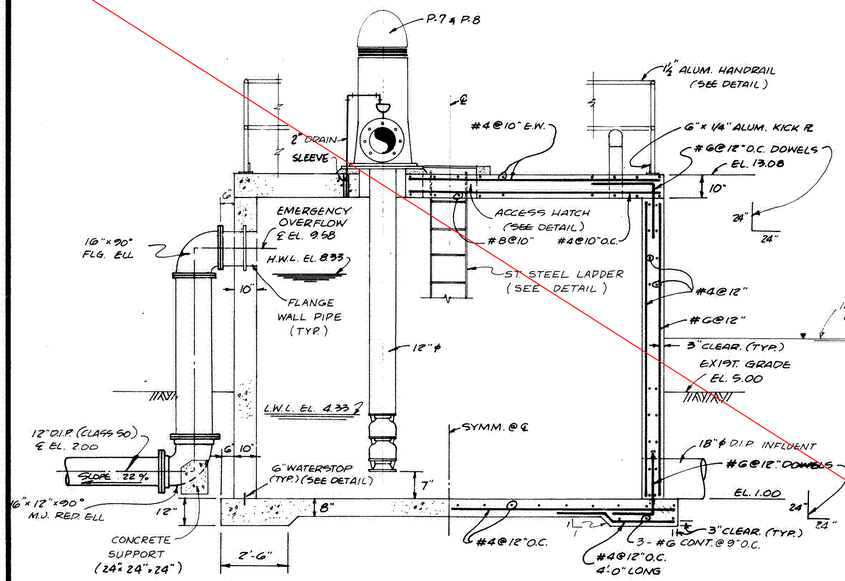
JAMES M. MONTGOMERY CONSULTING ENGINEERS, INC.
5975 WEST SUNRISE BOULEVARD, FORT LAUDERDALE, FLORIDA 33313

TOWN OF DAVIE AND COOPER CITY, FLORIDA
COOPER CITY PUMP STATIONS
EAST PLANT PUMP STATION
SITE PLAN AND DETAILS

SHEET 6 OF 12 SHEETS

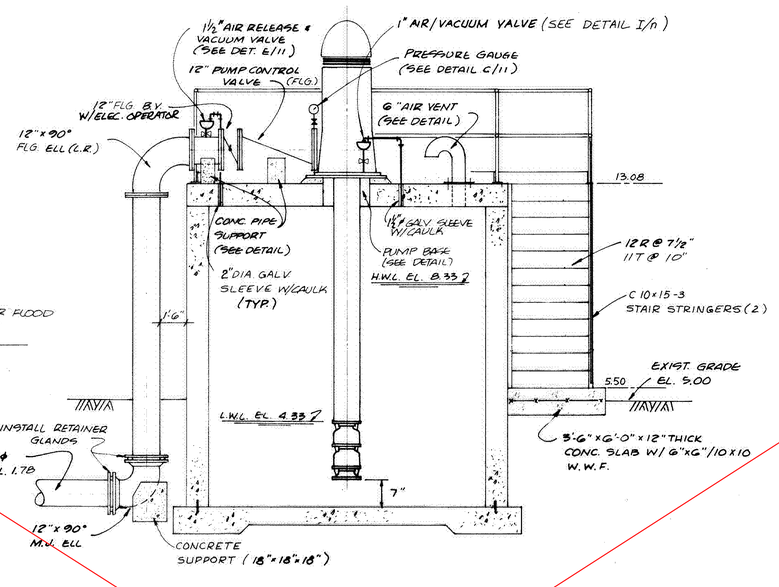
JOB NO _____ FILE _____ PAS 20233 4:13 CC

Meeting Date: 04/09/2024 Item #8.



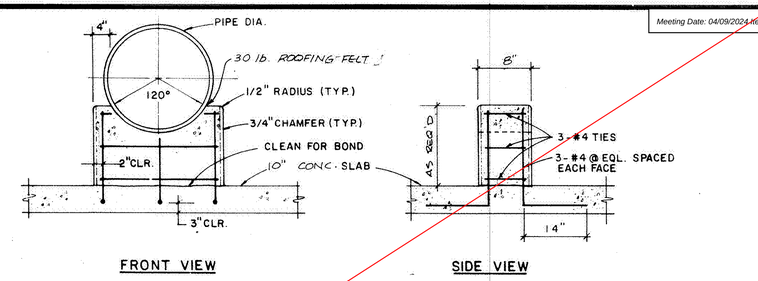
SECTION A

SCALE: 3/8"=1'-0"



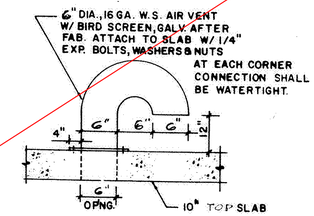
SECTION B

SCALE: 3/8"=1'-0"



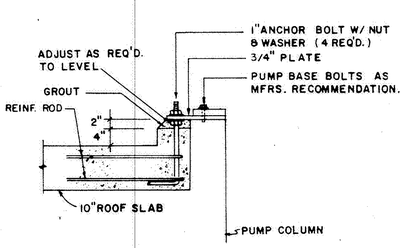
CONC. PIPE SUPPORT DETAILS

N.T.S.



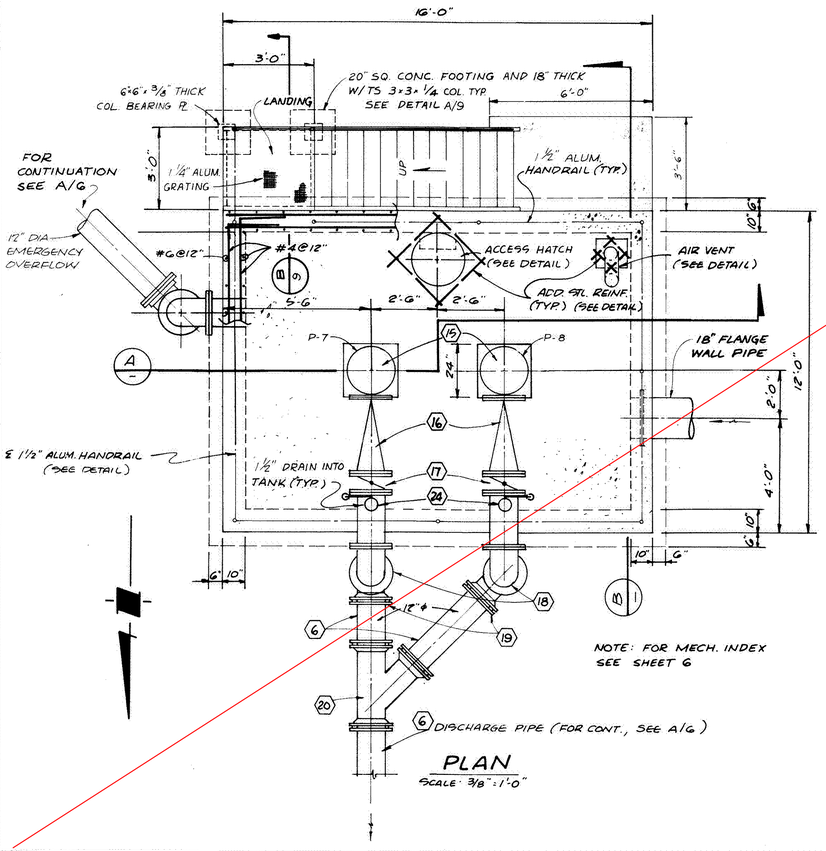
AIR VENT DETAIL

SCALE : N.T.S.



PUMP BASE DETAIL

SCALE : 3/4"=1'-0"



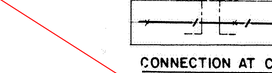
PLAN

SCALE: 3/8"=1'-0"

NOTE: FOR MECH. INDEX SEE SHEET 6

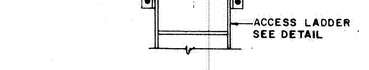
LADDER DETAILS

N.T.S.



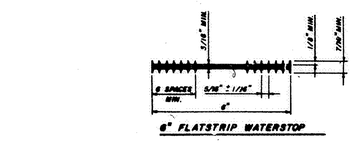
CONNECTION AT CONC. SLAB

N.T.S.



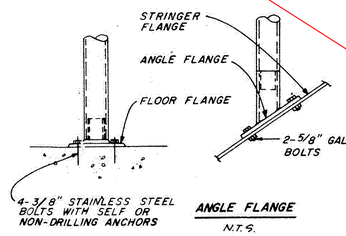
ACCESS HATCH DETAIL

SCALE : 3/4" = 1'-0"



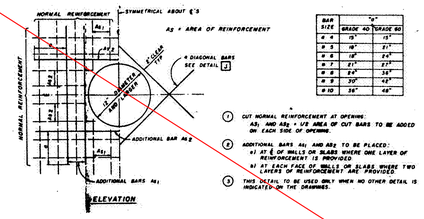
WATERSTOP DETAIL

N.T.S.



ANGLE FLANGE

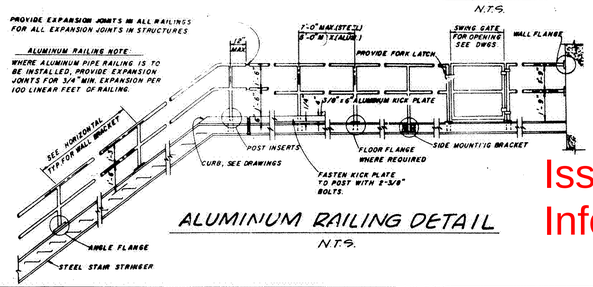
N.T.S.



BAR SIZE	As GRADE 40	As GRADE 60
# 4	.19"	.15"
# 5	.18"	.21"
# 6	.18"	.44"
# 7	.21"	.21"
# 8	.24"	.28"
# 9	.27"	.43"
# 10	.30"	.48"

ADDITIONAL REINFORCEMENT AT CIRCULAR OPENINGS

N.T.S.

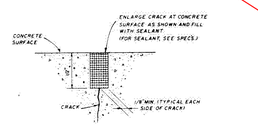


ALUMINUM RAILING DETAIL

N.T.S.

FLOOR FLANGE

N.T.S.



NOTE: PRIOR TO FILLING, STRUCTURES TO CONTAIN WATER SHALL HAVE ALL CRACKS REPAIRED AS SHOWN IN THIS DETAIL.

CONCRETE CRACK REPAIR DETAIL

N.T.S.

Issued For Informational Purposes

RECORD DRAWING

REV	DATE	BY	DESCRIPTION
2	6/28/84	LS.	RECORD DRAWING
1	5/28/84	D.H.K.	GENERAL REVISION

SCALE: AS NOTED

DESIGNED K.Y./J.A.C.
DRAWN K.Y./A.S.
CHECKED B.H.C.

SUBMITTED Brian J. Chen 31849 9-4-85
PROJECT ENGINEER R.C.E. NO. DATE

RECOMMENDED Glenn K. Humphrey 17141 9/4/85
R.C.E. NO. DATE

JAMES M. MONTGOMERY CONSULTING ENGINEERS, INC.
5975 WEST SUNRISE BOULEVARD, FORT LAUDERDALE, FLORIDA 33313

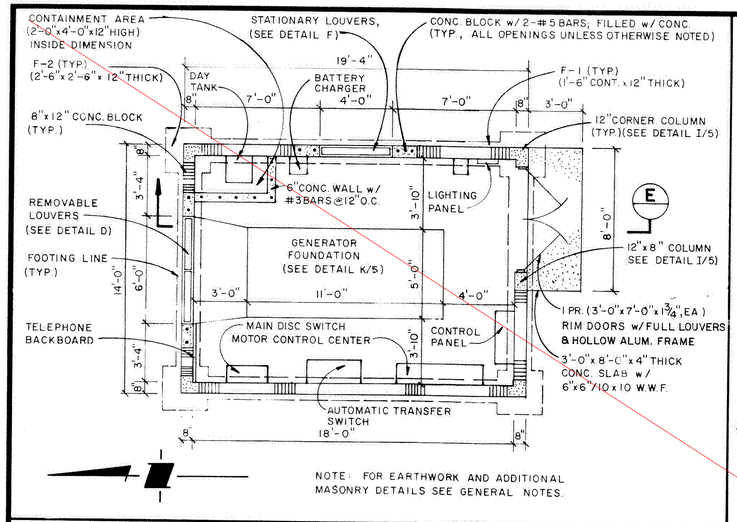
TOWN OF DAVIE AND COOPER CITY, FLORIDA
COOPER CITY PUMP STATIONS
EAST PLANT PUMP STATION

SHEET 7 OF 13 SHEET

939

JOB NO _____ FILE _____ PAS: 20232 4.13 CK.

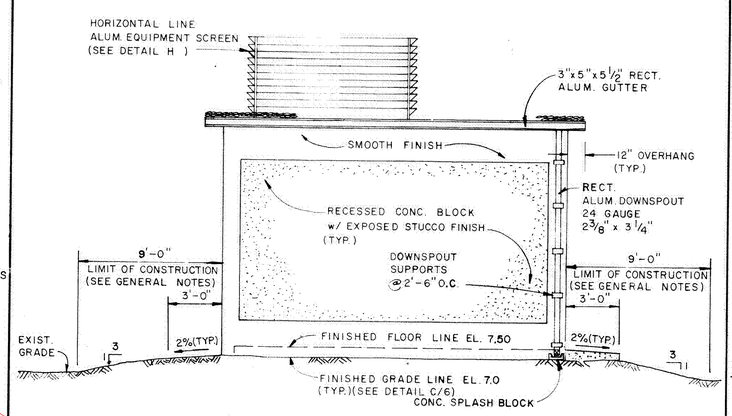
Meeting Date: 04/09/2024 Item #8.



PLAN (SEE REVISED FOUNDATION PLAN BELOW)

SCALE: 1/4"= 1'-0"

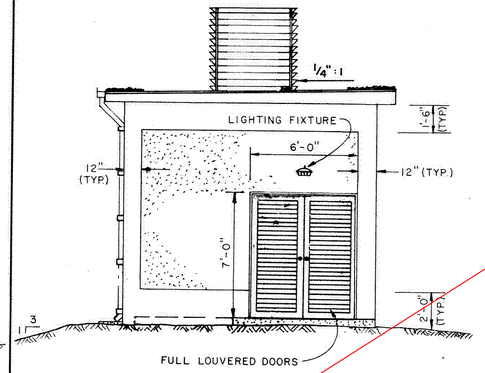
A



WEST ELEVATION

SCALE: 1/4"= 1'-0"

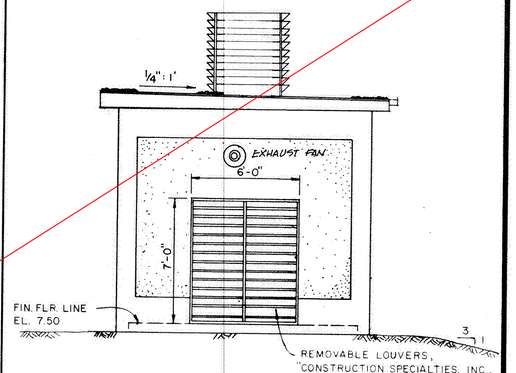
B



SOUTH ELEVATION

SCALE: 1/4"= 1'-0"

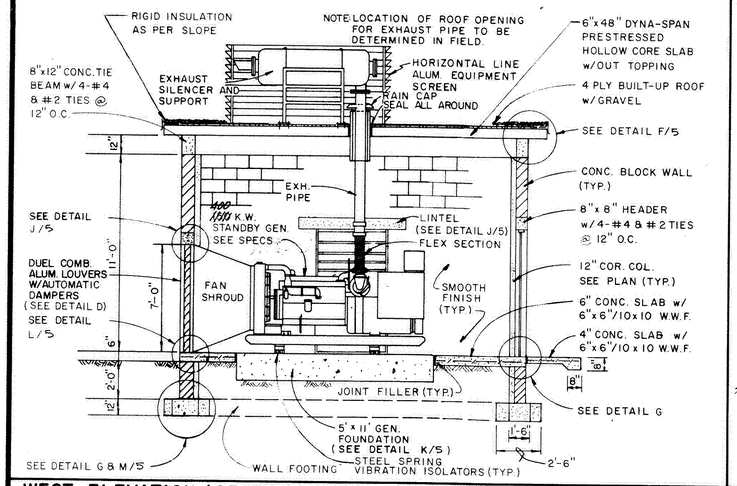
C



NORTH ELEVATION

SCALE: 1/4"= 1'-0"

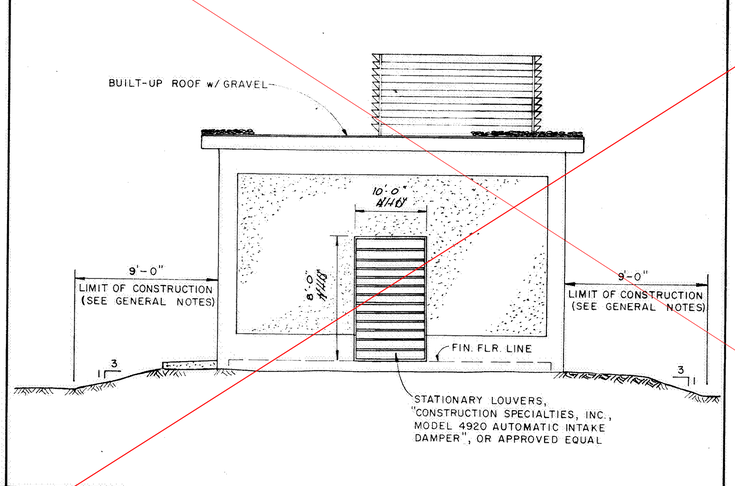
D



WEST ELEVATION / SECTION

SCALE: 1/4"= 1'-0"

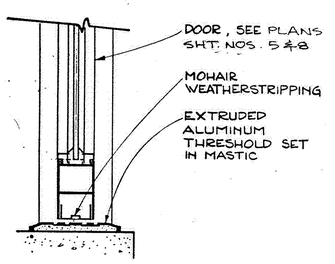
E



EAST ELEVATION

SCALE: 1/4"= 1'-0"

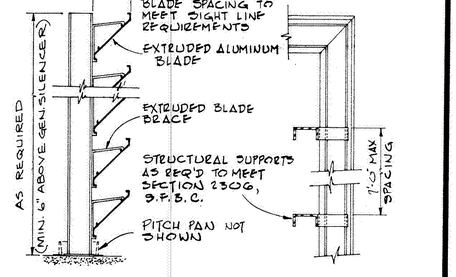
F



SILL @ ENTRY DOOR

SCALE: 3"= 1'-0"

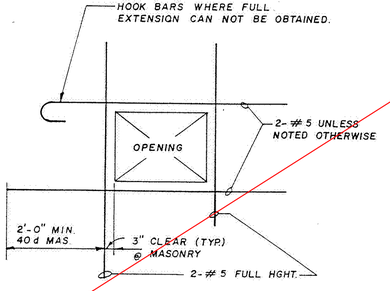
G 5,8



EQUIPMENT SCREEN

SCALE: 1"= 1'-0"

H 5,8



TYPICAL REINFORCING AT MASONRY WALL OPENINGS

NOT TO SCALE

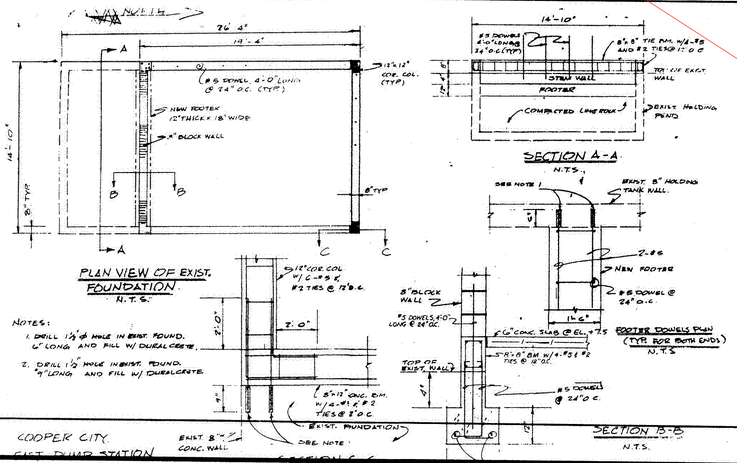
I 5,8

GENERAL NOTES

J 5,8

GENERAL NOTES:

1. ALL REINFORCED CELLS OF MASONRY SHALL BE CEMENT-GROUTED.
2. ALL NON-GROUTED CELLS OF MASONRY SHALL BE INSULATED.
3. 8" x 8" CONCRETE LINTEL WITH 4-#4 & #2 STIRRUPS AT 12" ON CENTER TYPICAL AT ALL OPENINGS.
4. ALL MUCK AND YIELDING MATERIAL WITHIN THE LIMIT OF CONSTRUCTION SHALL BE REMOVED AND REPLACED WITH CLEAN FILL MATERIAL WHICH SHALL BE COMPACTED AND SHAPED TO CONFORM TO THE REQUIRED SECTION. COMPACTED AREAS, AS SHOWN ON THE PLANS AND/OR AS DETERMINED BY THE ENGINEER, SHALL BE COMPACTED TO NOT LESS THAN 98% OF MAXIMUM DENSITY AT OPTIMUM MOISTURE, AS DETERMINED BY AASHTO T-180, LATEST REVISION. IF STABILIZATION IS DETERMINED NECESSARY BY THE ENGINEER, MEET THE REQUIRED LBR-40. (SEE DETAIL C/6).



Issued For Informational Purposes

RECORD DRAWING

REV	DATE	BY	DESCRIPTION
2	6/28/84	ALS	RECORD DRAWING
1	5/28/84	DPA	INCLUDE SHT #8 (GEN. BLDG @ EAST W.W.T.P.) IN PROJECT

SCALE: AS SHOWN

DESIGNED K.Y.
DRAWN D.P.A.
CHECKED B.H.C.

SUBMITTED
Ben H. Chew — 31849 — 9-4-85
PROJECT ENGINEER — RCE NO. — DATE

RECOMMENDED
William B. Humphreys — 17141 — 9-4-85
RCE NO. — DATE

JAMES M. MONTGOMERY CONSULTING ENGINEERS, INC.
5975 WEST SUNRISE BOULEVARD, FORT LAUDERDALE, FLORIDA 33313

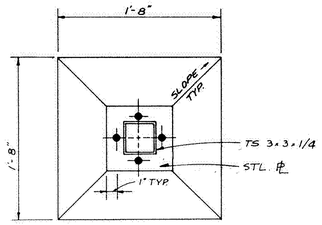
TOWN OF DAVIE AND COOPER CITY, FLORIDA
COOPER CITY PUMP STATIONS
EAST PLANT PUMP STATION
GENERATOR AND CONTROL BUILDING

SHEET 8 OF 16 SHEETS

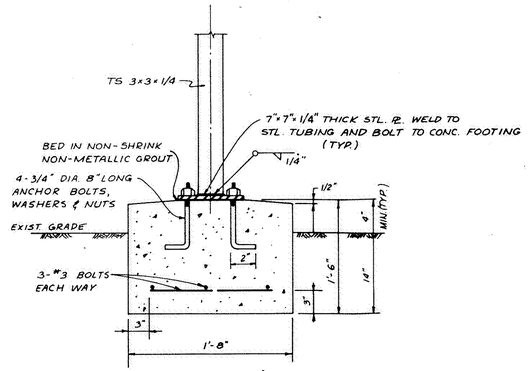
940

JOB NO FILE PAS 20232 4-13 CC

Meeting Date: 04/09/2024 Item #8.



PLAN

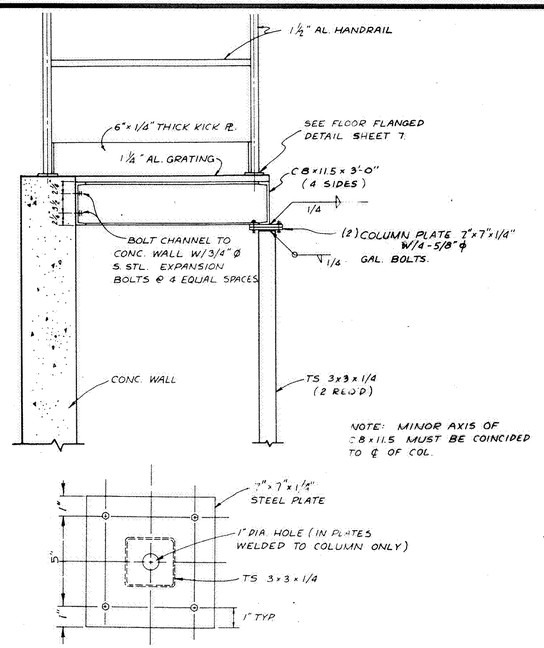


ELEVATION

COLUMN FOOTING DETAIL

N.T.S.

A 7

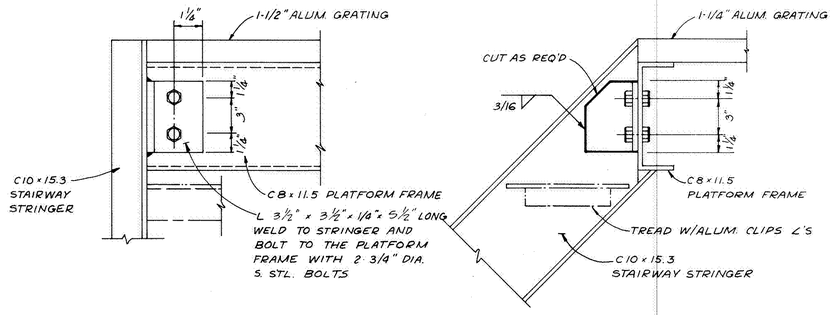


COLUMN PLATE PLAN

LANDING DETAIL

N.T.S.

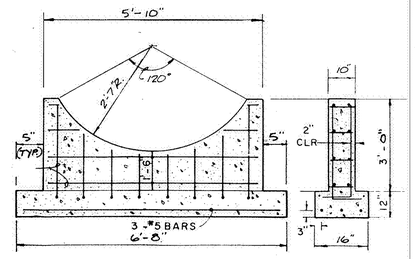
B 7



STAIRWAY STRINGER CONNECTION DETAIL

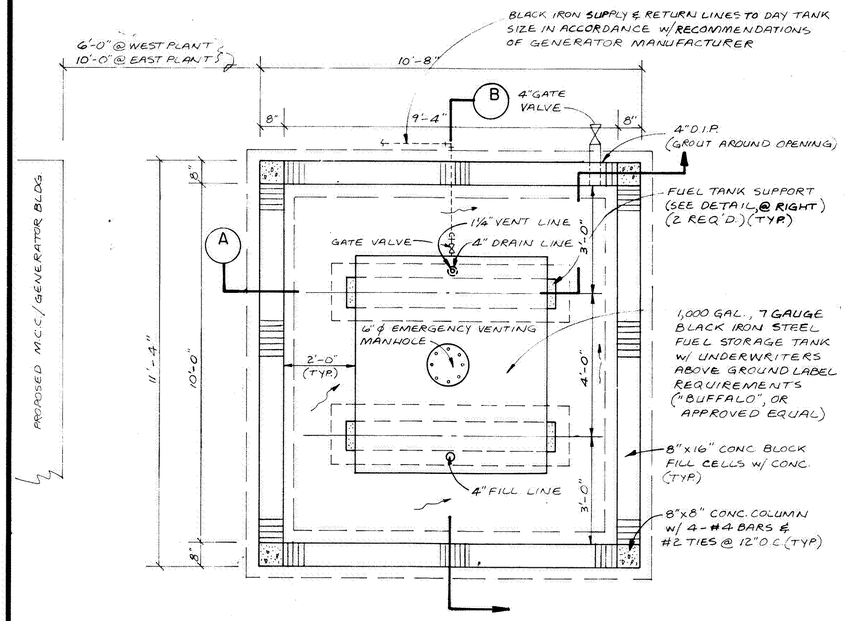
N.T.S.

C 7



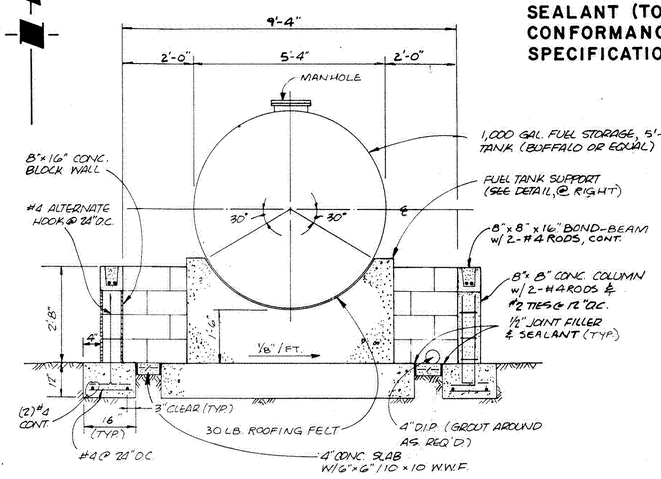
TYPICAL FUEL TANK SUPPORT DETAIL

NOT TO SCALE



PLAN

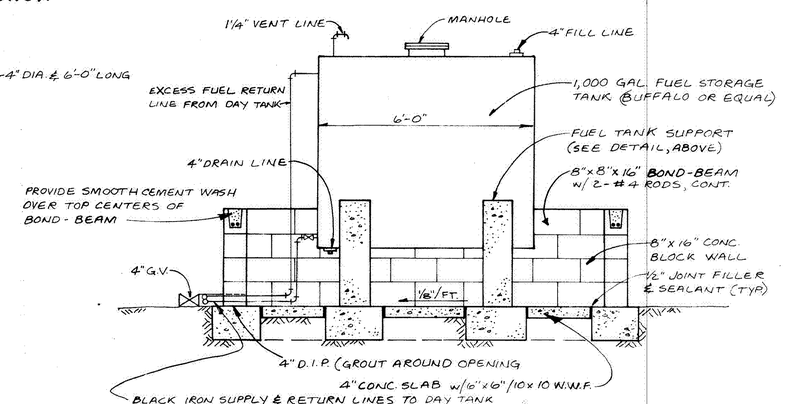
SCALE: 1/2"= 1'-0"



SECTION A

SCALE: 1/2"= 1'-0"

NOTE: ENTIRE INTERIOR OF CONTAINMENT AREA TO BE COATED w/2 PART EPOXY SEALANT (TO BE APPLIED IN STRICT CONFORMANCE w/ MANUFACTURERS SPECIFICATIONS).



SECTION B

SCALE 1/2"= 1'-0"

NOTE: FINISHED SLAB ELEVATIONS
7.50' - EAST PLANT
12.00' - WEST PLANT

Issued For Informational Purposes

RECORD DRAWING

FUEL STORAGE TANK & CONTAINMENT STRUCTURE

SCALE: AS SHOWN

D 5,8

REV	DATE	BY	DESCRIPTION
2	5.2.85	A.L.S.	RECORD DRAWING
1	3.28.85	D.P.R.	MISC. REV.

SCALE: AS SHOWN

DESIGNED K.Y.
DRAWN D.P.R.
CHECKED B.H.C.

SUBMITTED
PROJECT ENGINEER — 31849 RCE NO — 9-4-85 DATE

RECOMMENDED
17141 RCE NO — 4/4/85 DATE

JAMES M. MONTGOMERY CONSULTING ENGINEERS, INC.
5975 WEST SUNRISE BOULEVARD, FORT LAUDERDALE, FLORIDA 33313

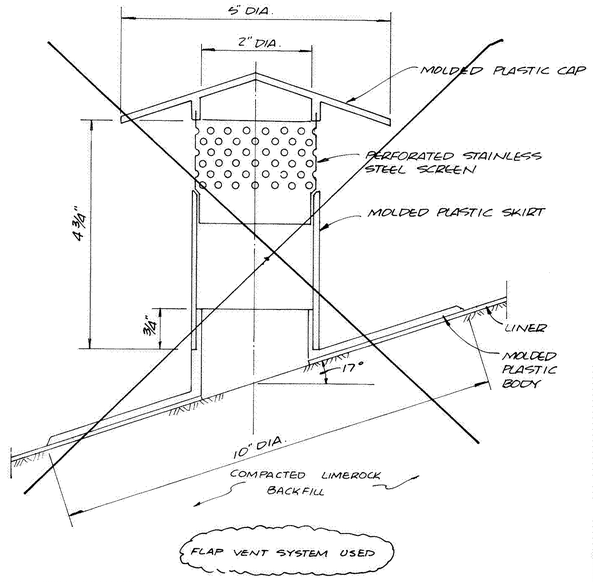
TOWN OF DAVIE AND COOPER CITY, FLORIDA
COOPER CITY PUMP STATIONS
STRUCTURAL DETAILS

SHEET 9 OF 13 SHEETS

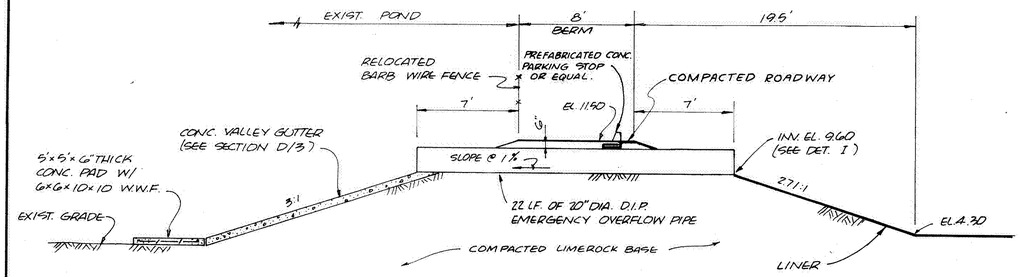
941

PAS: 20232 4 1.5 (CC
FILE
JOB NO

Meeting Date: 04/09/2024 Item #8.

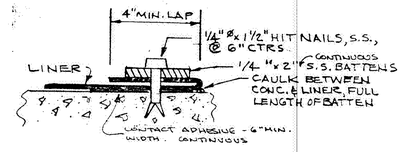


AIR-GAS VENT
N.T.S. — A/3



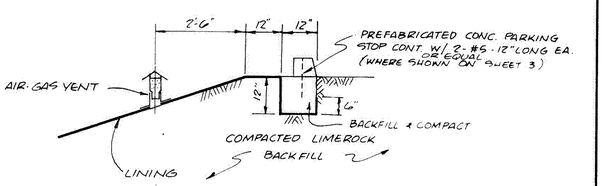
OVERFLOW PIPE SECTION
SCALE: 1"=5' VERT. 1"=5' HORIZ. — B/3

NOTE: PLACE CAULKING TAPE UNDER THE BATTEN STRIP AT THE RAM-SET POINT.

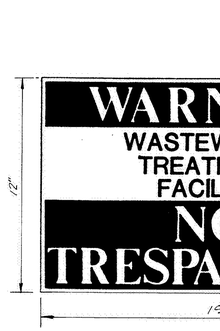


ANCHORING AND SEALING DETAIL
N.T.S. — C/3

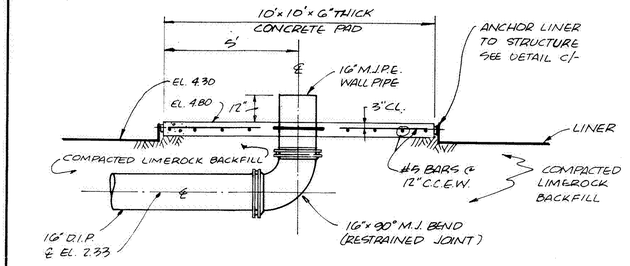
Issued For Informational Purposes



TRENCH - ANCHORING DETAIL
N.T.S. — D/3

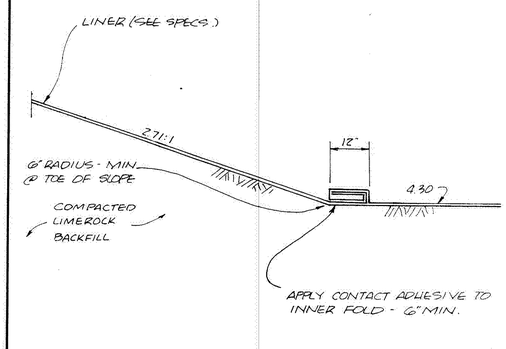


WARNING SIGN DETAIL
N.T.S. — E/3

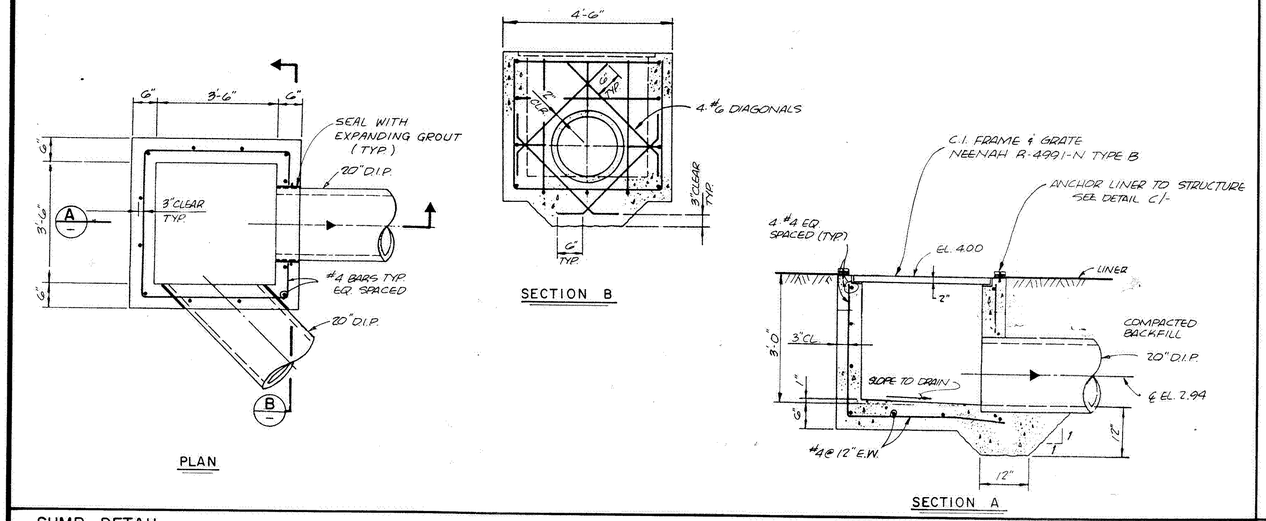


SPLASH PLATFORM DETAIL
N.T.S. — F/3

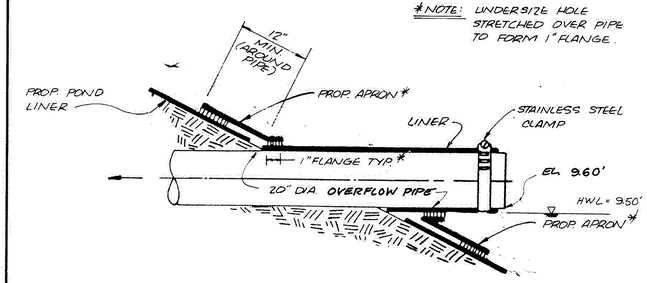
NOTE: PROVIDE 36" OF EACH LINER FOR ANCHOR (MIN.)



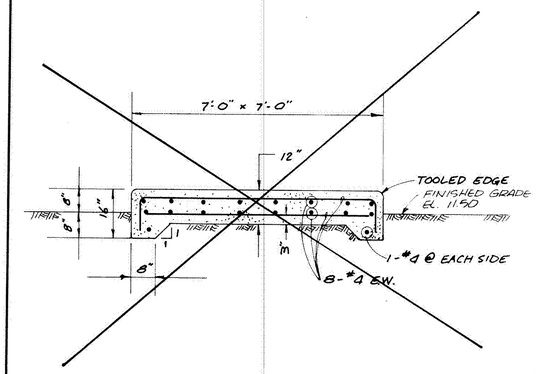
LINER DETAIL AT TOE OF SLOPE
N.T.S. — G/3



SUMP DETAIL
N.T.S. — H/3



LINER - SEAL TO PIPE DETAIL
N.T.S. — I/3



RECORD DRAWING

F.P.&L. POLE MOUNTED TRANSFORMER

TRANSFORMER PAD
N.T.S. — J/3.5

REV	DATE	BY	DESCRIPTION
4	6-7-85	A.L.G.	RECORD DRAWING
3	2-20-84	A.S.	HOLDING POND ELEVATION REVISIONS
2	8-30-83	A.S.	MISC. REVISIONS
1	3-28-83	D.P.R.	GENERAL REVISION - ALL DETAILS

SCALE: N.T.S.

DESIGNED K.Y. DRAWN D.P.R. CHECKED B.H.C.

SUBMITTED Ben H. Chan, PROJECT ENGINEER — 31849 RCE NO — 9-4-85 DATE

RECOMMENDED [signature] — 12141 RCE NO — 9/4/85 DATE

JAMES M. MONTGOMERY CONSULTING ENGINEERS, INC.
5975 WEST SUNRISE BOULEVARD, FORT LAUDERDALE, FLORIDA 33313

TOWN OF DAVIE AND COOPER CITY, FLORIDA
COOPER CITY PUMP STATIONS
HOLDING POND DETAILS

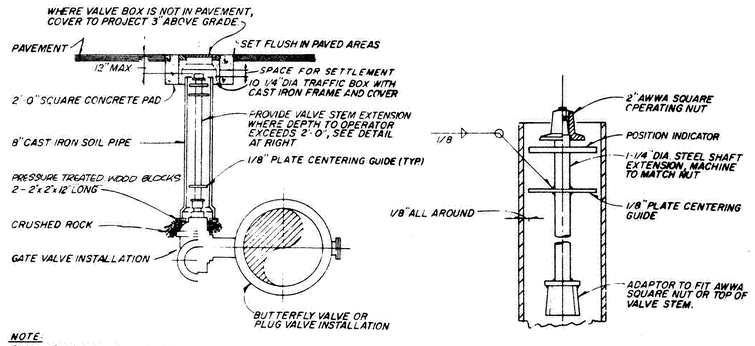
SHEET 10 OF 16 SHEETS

JOB NO — FILE — PAS 20232 4.1.3 CC

Meeting Date: 04/09/2024 Item #8.

BURIED VALVE
N.T.S.

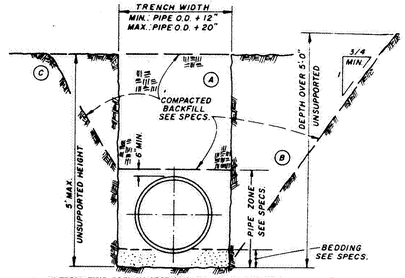
A / VAR



NOTE:
FOR LUBRICATED PLUG VALVE, EXTEND LUBRICATION LINE TO GRADE PER MANUFACTURER'S INSTRUCTIONS.

TYPICAL TRENCH SECTION
N.T.S.

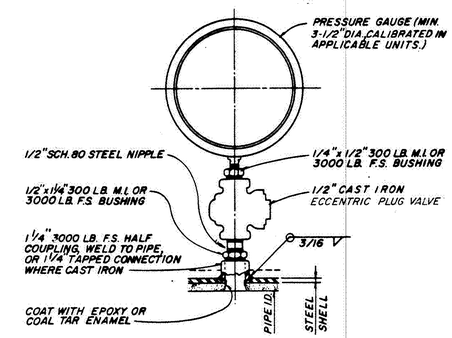
B / VAR

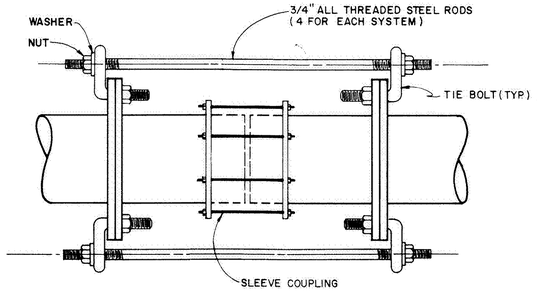


1. ALTERNATIVE TRENCH SECTIONS (A,B and (C) ARE FOR USE ONLY WHERE STABLE, COMPACT SOIL CONDITIONS EXIST:
   - A. Vertical trench walls-Section (A)
     1. For depths up to 5 feet, no trench support is required.
     2. For depths exceeding 5 feet, shoring or solid sheathing is required.
   - B. Sloping trench walls-Section (B)
     1. Sloping trench wall section shall not be used without approval of engineer, unless specifically designated on plans or in specifications.
     2. Except as approved by engineer, unsupported sloping trench walls shall not be steeper than 3/4 horiz. to 1 vert.
   - C. Combination of vertical and sloping trench walls-Section (C)
     1. Trench depths not exceeding 5 feet shall have vertical walls in pipe zone unless otherwise approved by engineer, or where specified.
     2. For trenches with combined walls and any depth exceeding 5 feet, design calculations by a registered civil engineer and approval by governing agency of support methods are required.
2. WHERE WET, UNSTABLE OR RUNNING SOIL IS ENCOUNTERED, SOLID SHEATHING IS REQUIRED FOR ALL VERTICAL TRENCH WALLS.

PRESSURE GAUGE
N.T.S.

C / 4, 7

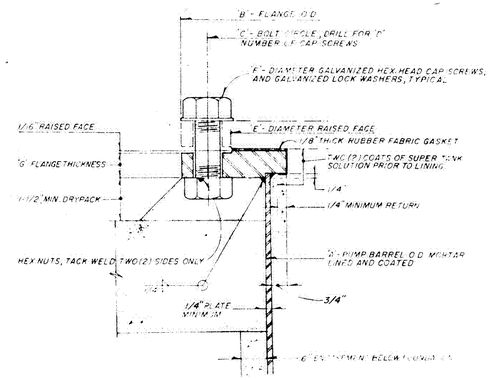




NOTES: 1. RESTRAINER SYSTEM STEEL SHALL BE PER ASTM 4242 SPECS.
2. RESTRAINER SYSTEM SHALL BE HOT DIP GALVANIZED AFTER FABRICATION.
3. RESTRAINER SYSTEM SHALL BE "STAR", AS MANUFACTURED BY STAR, NATIONAL PRODUCTS.

HARNESS SET
N.T.S.

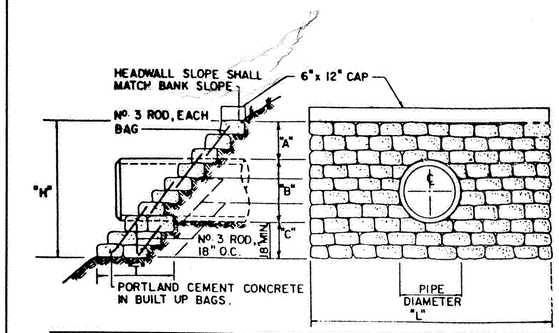
D / 4



DIMENSIONS IN INCHES						
'A'	'B'	'C'	'D'	'E'	'F'	'G'
24	32	29-1/2	20	27-1/4	1-1/4	1-1/4
30	35-3/4	34-1/8	36	33-1/4	3/4	1-3/8

PUMP BARREL FLANGE
N.T.S.

G / 4



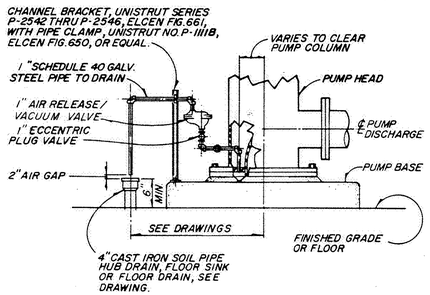
HEADWALL SCHEDULE												
OUTFALL	CONC. CAP EL.	PIPE INVERT	PIPE SIZE	TABLE of DIMENSIONS						QUANTITIES	
				H	T	A	B	C	L	RIP-RAP (C.Y.)	CONC. CAP (C.Y.)
	3.83	1.00	12	3'-10"	1'-0"	3'-10"	6'-0"	0'-0"	8'-0"	1.04	0.15

RIP-RAP HEADWALL
N.T.S.

H / 6

AIR-VACUUM AND AIR RELEASE VALVE ASS'Y
N.T.S.

E / 4, 7

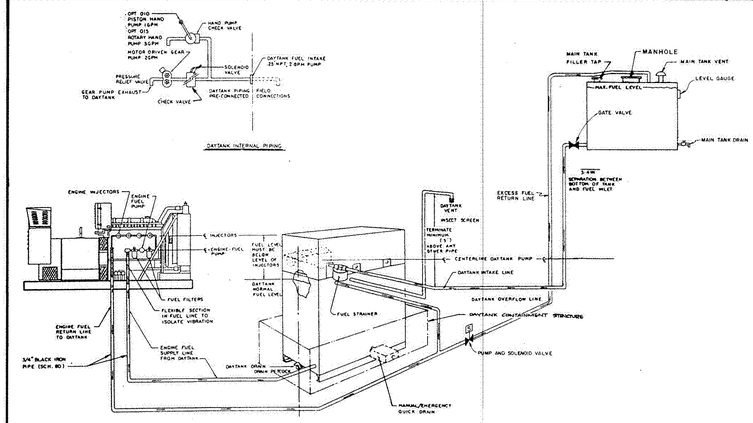


AIR VENT PIPING
N.T.S.

I / 4

PROFILE OF 4" DRAIN LINE
N.T.S.

F / 4



OVERFLOW PIPE DETAIL
N.T.S.

J / 5, 6

Issued For Informational Purposes

RECORD DRAWING

REV.	DATE	BY	DESCRIPTION
2	5-28-85	A.L.S.	RECORD DRAWING
1	2-21-84	D.P.R.	REV. DETAIL H, ADD DETAIL B

SCALE: N.T.S.

DESIGNED K.Y.
DRAWN D.P.R. / D.P.A.
CHECKED B.H.C.

SUBMITTED
Ben H. Chan — PROJECT ENGINEER — 31849 — R.C.E. NO. — 9-4-85 — DATE

RECOMMENDED
R.C.E. NO. — DATE

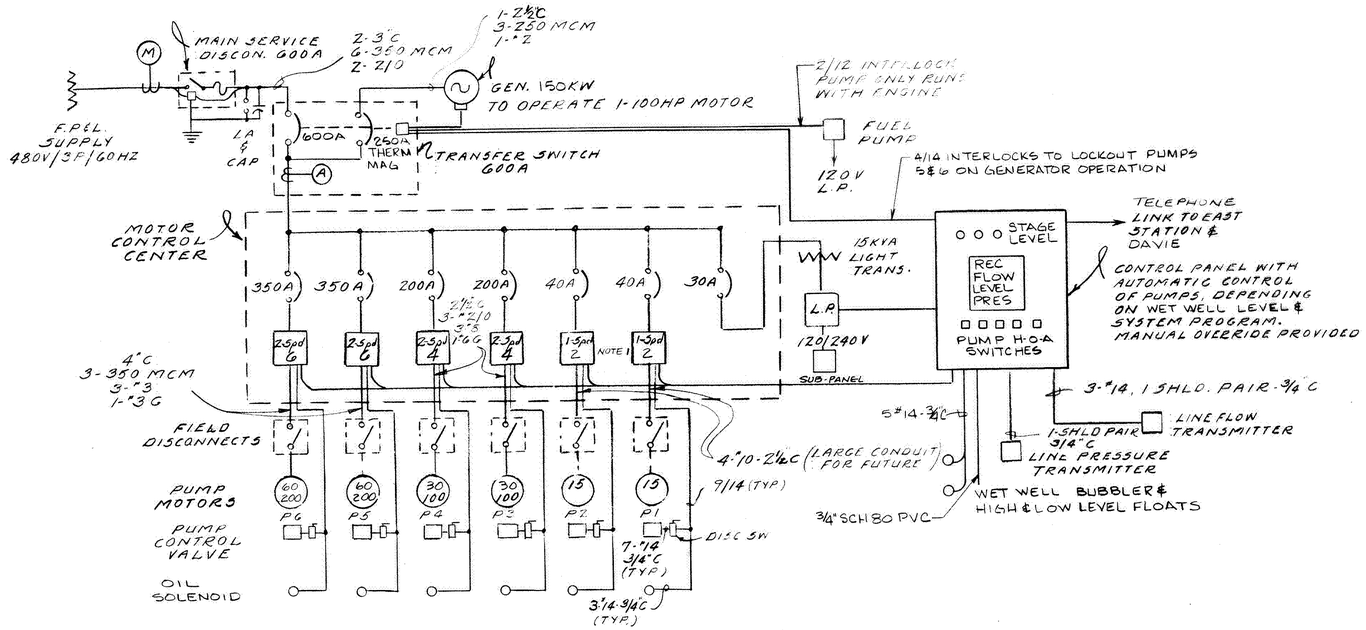
JAMES M. MONTGOMERY CONSULTING ENGINEERS, INC.
5975 WEST SUNRISE BOULEVARD, FORT LAUDERDALE, FLORIDA 33313

TOWN OF DAVIE AND COOPER CITY, FLORIDA
COOPER CITY PUMP STATIONS
MISCELLANEOUS DETAILS

SHEET 11 OF 16 SHEETS

JOB NO. FILE PAS 20232 4 13 CK

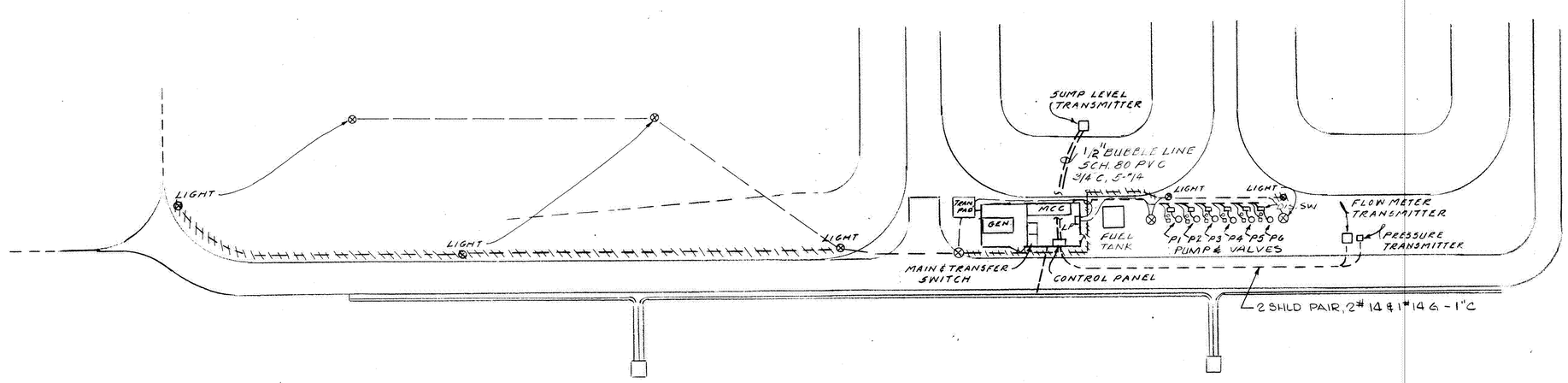
Meeting Date: 04/09/2024 Item #8.



WEST PLANT PUMP STATION SINGLE LINE DIAGRAM

NOTE:

1. SPACE FOR TWO FUTURE SECTION OF MOTOR CONTROL CENTER IS REQUIRED TO REPLACE SIZE 2 STARTERS FOR PUMP P1&P2 WITH 2 SPEED SIZE 4 STARTERS. CONDUIT TO BE SIZED FOR FUTURE
2. ALL WIRING SHALL BE GROUPED AND TAGGED WITH DESTINATION AT EACH END. TAGS USED SHALL BE NYLON WITH NYLON TIE-WRAPS
3. CONTROL WIRING MAY BE GROUPED IN ONE CONDUIT BUT MUST BE PROPERLY GROUPED AND IDENTIFIED AT EACH END.
4. ONLY INSTRUMENT POWER SUPPLY SHALL BE RUN WITH SHIELDED CABLES. GROUND SHIELD AT ONLY ONE END OF CABLE. INSULATE SHIELD FROM OTHER GROUNDS.



ELECTRICAL - SITE PLAN

SCALE: 1"=20'-0"

Issued For
Informational Purposes

RECORD DRAWING

REV	DATE	BY	DESCRIPTION
1	5-20-87	A.L.S.	RECORD DRAWING

SCALE: 1:20'

DESIGNED ENP
DRAWN WAR
CHECKED ENP

SUBMITTED Ben H. Chew PROJECT ENGINEER 31849 RCE NO 9-4-85 DATE
RECOMMENDED [signature] 17141 RCE NO 9/4/85 DATE

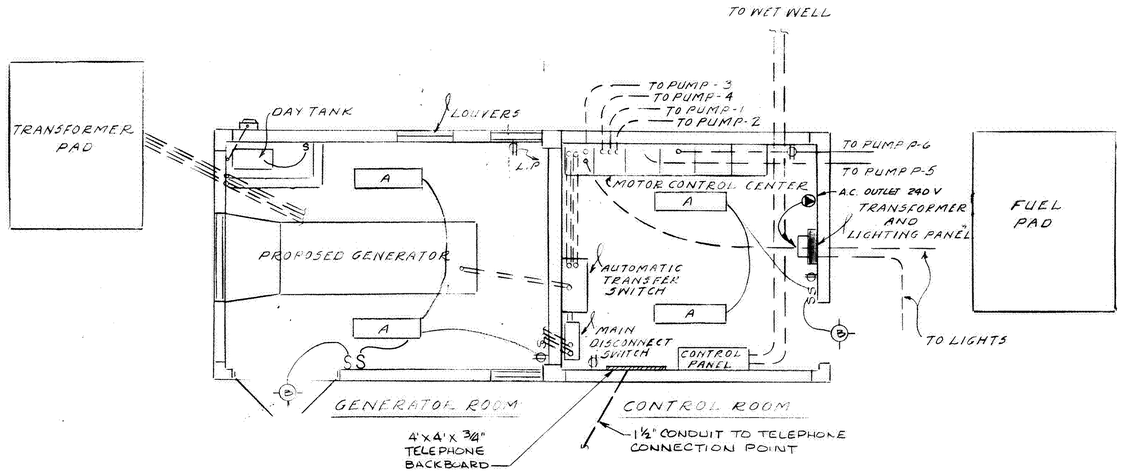
JAMES M. MONTGOMERY CONSULTING ENGINEERS, INC.
5975 WEST SUNRISE BOULEVARD, FORT LAUDERDALE, FLORIDA 33313

TOWN OF DAVIE AND COOPER CITY, FLORIDA
COOPER CITY PUMP STATIONS
WEST PLANT PUMP STATION
ELECTRICAL PLAN

SHEET 12 OF 16 SHEETS

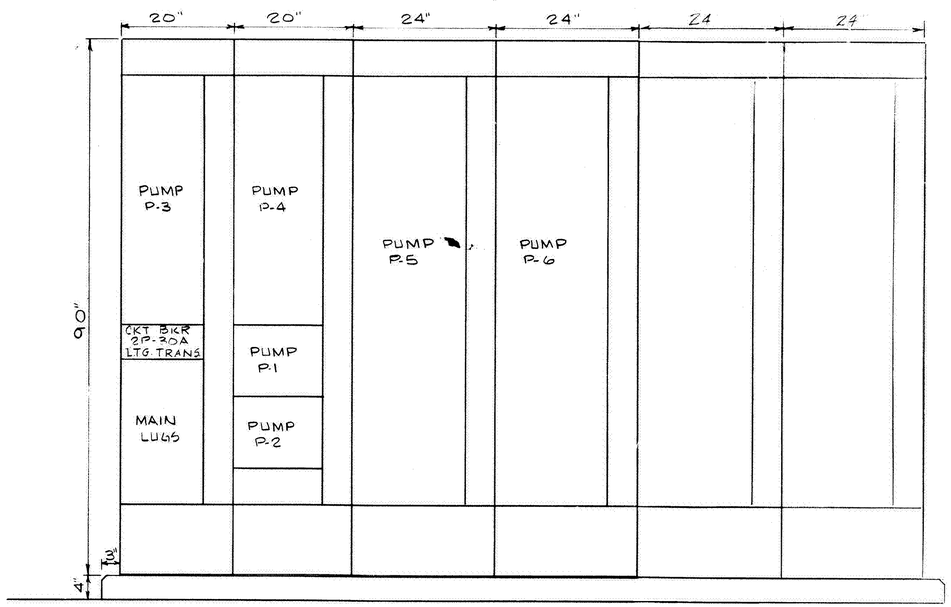
JOB NO _____ FILE _____ PAS 20232 4.13 (C)

Meeting Date: 04/09/2024 Item #8.

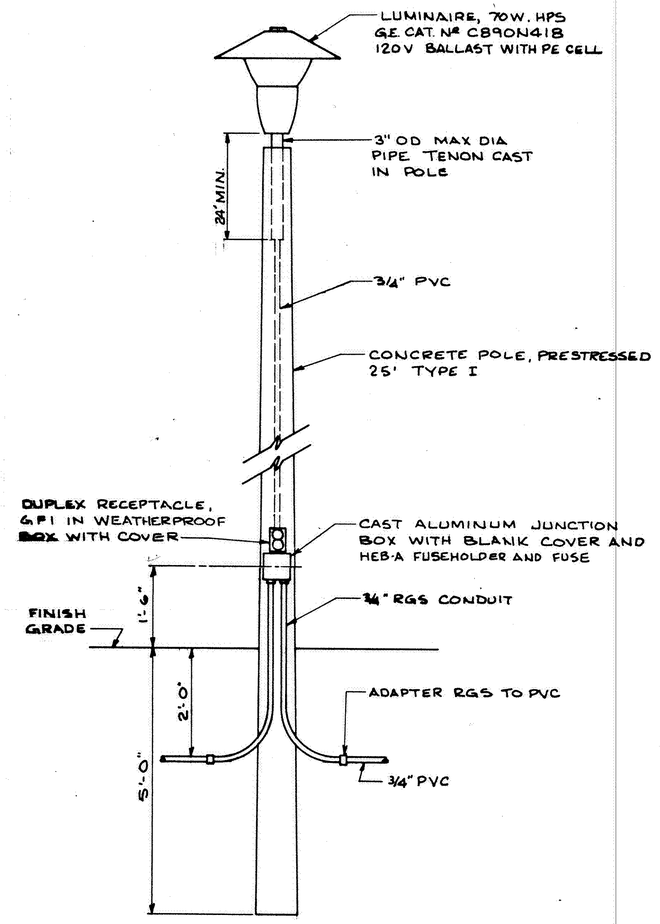


FIXTURE A - 2 LAMP DAMP LOCATION FLUORESCENT, WITH ABS CONSTRUCTION LITHONIA DL 240A.

FIXTURE B - WALL MOUNT 50 WATTS HIGH PRESSURE HP SODIUM, W/ PE CELL. HUBBELL NRG-1121- PC.



ELEVATION MOTOR CONTROL CENTER
SCALE: 1"=1'-0"



DETAIL YARD LIGHTING FIXTURE
SCALE: 3/4"=1'-0"

ON EAST PLANT USE 2½" RGS FOR POLE ON PUMP STRUCTURE

Issued For
Informational Purposes

RECORD DRAWING

REV	DATE	BY	DESCRIPTION
1	6/28/05	ALS	RECORD DRAWING

SCALE: AS NOTED

DESIGNED ENP
DRAWN DPR
CHECKED ENP

SUBMITTED Barry H. Chen PROJECT ENGINEER 31849 R.C.E. NO. 9-4-85 DATE
RECOMMENDED Glenn R. Humphrey R.C.E. NO. 17141 DATE 9/4/05

JAMES M. MONTGOMERY CONSULTING ENGINEERS, INC.
5975 WEST SUNRISE BOULEVARD, FORT LAUDERDALE, FLORIDA 33313

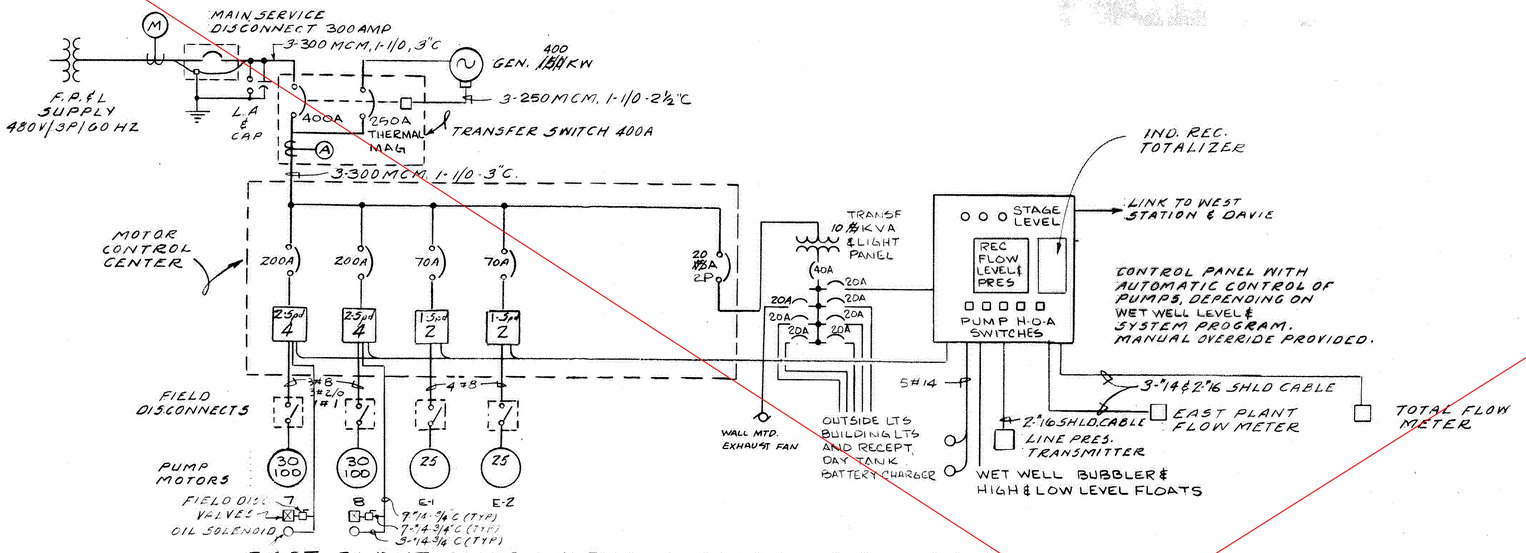
TOWN OF DAVIE AND COOPER CITY, FLORIDA
COOPER CITY PUMP STATIONS
WEST PLANT PUMP STATION
GENERATOR & CONTROL BLDG. ELECTRICAL PLAN

SHEET 13 OF 16 SHEET

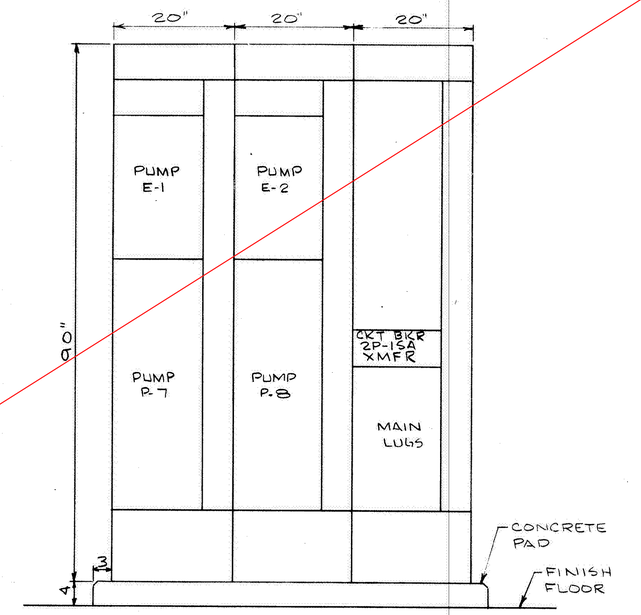
945

JOB NO. FILE PAS 20232 4 13 CC

Meeting Date: 04/09/2024 Item #8.



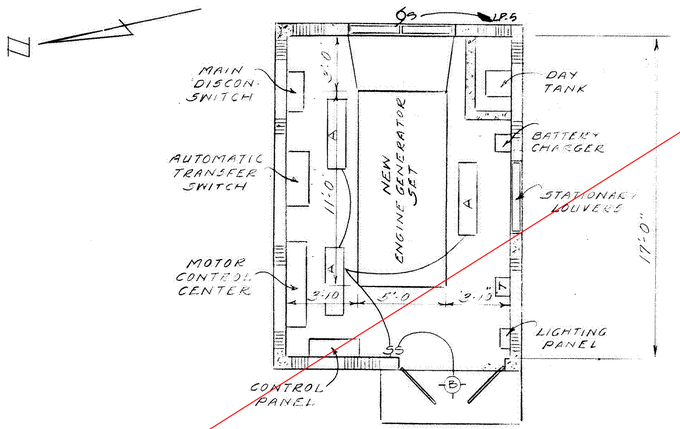
EAST PLANT PUMP STATION SINGLE LINE DIAGRAM



ELEVATION MOTOR CONTROL CENTER
SCALE: 1" = 1'-0"

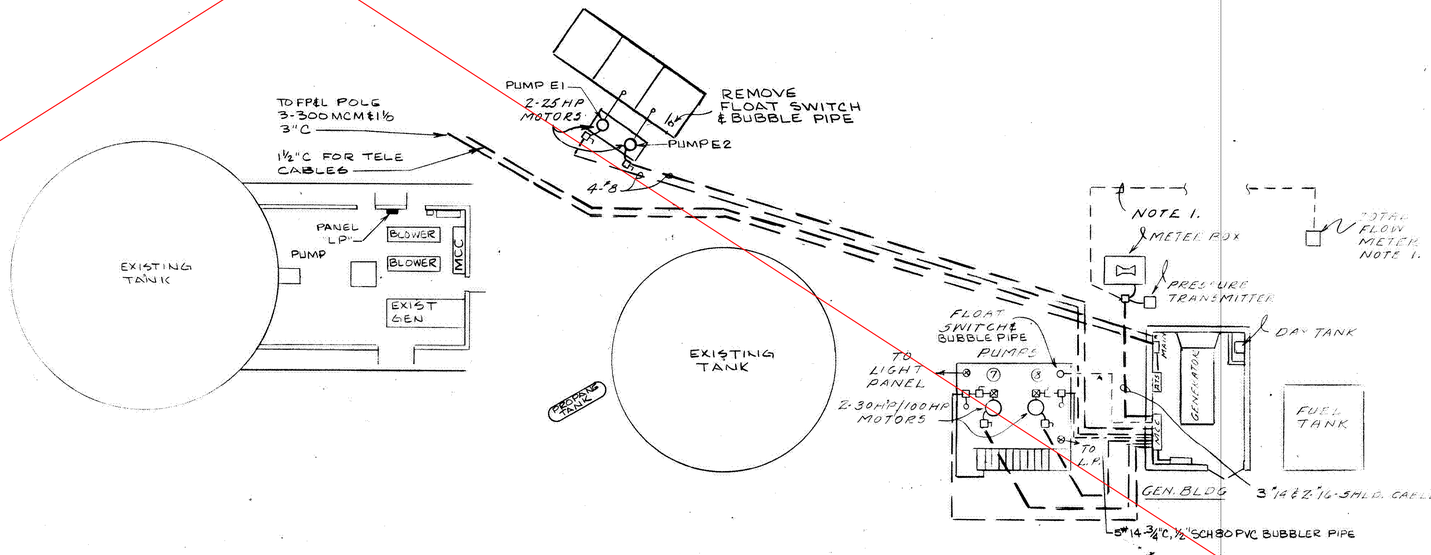
NOTE:

TOTAL FLOW METER TO BE INSTALLED AND WIRED UNDER ANOTHER CONTRACT (FORCE MAIN CONTRACT) WIRING TO STOP AT PLANT FLOW METER FINISH WIRING AND CONNECT TO PANEL UNDER THIS CONTRACT.



NEW GENERATOR BUILDING
SCALE 1/4" = 1'-0"

NOTE: FOR LIGHTING FIXTURE SCHEDULE SEE SHT. 13.



ELECTRICAL SITE PLAN
SCALE 1"=10'-0"

Issued For Informational Purposes

RECORD DRAWING

REV	DATE	BY	DESCRIPTION
1	5/20/85	A.L.S.	RECORD DRAWING

SCALE: 1" = 20'

DESIGNED ENP
DRAWN WAR
CHECKED ENP

SUBMITTED Ben H. Chew PROJECT ENGINEER 31849 RCE NO. 9-4-85 DATE
RECOMMENDED Glenn R. Hughey 17141 RCE NO. 9/4/85 DATE

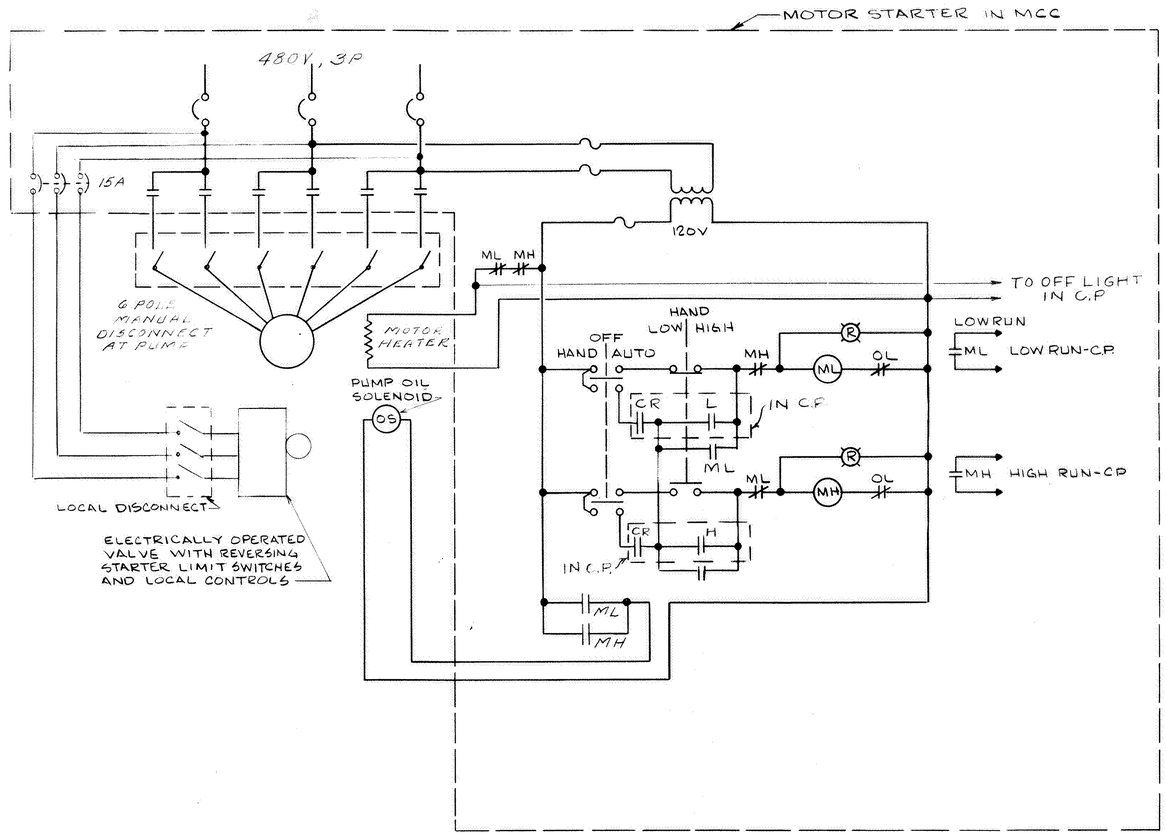
JAMES M. MONTGOMERY CONSULTING ENGINEERS, INC.
5975 WEST SUNRISE BOULEVARD, FORT LAUDERDALE, FLORIDA 33313

TOWN OF DAVIE AND COOPER CITY, FLORIDA
COOPER CITY PUMP STATIONS
EAST PLANT PUMP STATION
ELECTRICAL PLAN

SHEET 14 OF 16 SHEETS

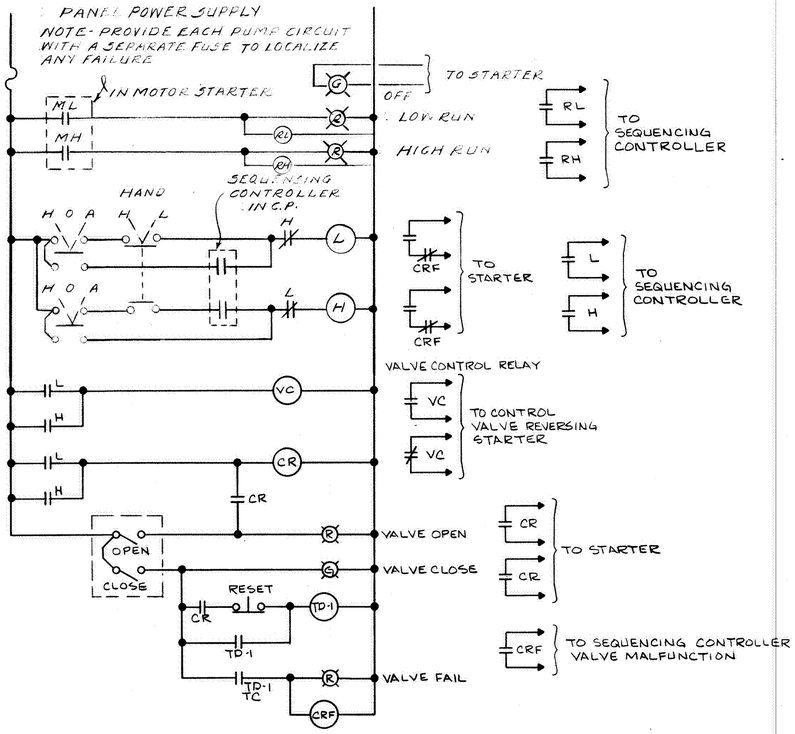
JOB NO FILE PAS 20232 4.13 CC

Meeting Date: 04/09/2024 Item #8.



TYPICAL SCHEMATIC 2 SPEED PUMP

NOTE; SINGLE SPEED PUMPS HAVE SIMILAR SCHEMATIC EXCEPT E1 AND E2 AT EAST PLANT DO NOT HAVE ELECTRIC VALVES OR OIL SOLENOIDS



TYPICAL PUMP CONTROL CIRCUIT LOCATED IN CONTROL PANEL
(2 SPEED PUMP SHOWN)

Issued For
Informational Purposes

RECORD DRAWING

REV	DATE	BY	DESCRIPTION
1	5/20	A.L.S.	RECORD DRAWING

SCALE: N.T.S.

DESIGNED ENP
DRAWN WAR
CHECKED EWP

SUBMITTED
PROJECT ENGINEER — 31849 R.C.E. NO — 9-4-85 DATE

RECOMMENDED — 12141 R.C.E. NO — 2/4/05 DATE

JAMES M. MONTGOMERY CONSULTING ENGINEERS, INC.
5975 WEST SUNRISE BOULEVARD, FORT LAUDERDALE, FLORIDA 33313

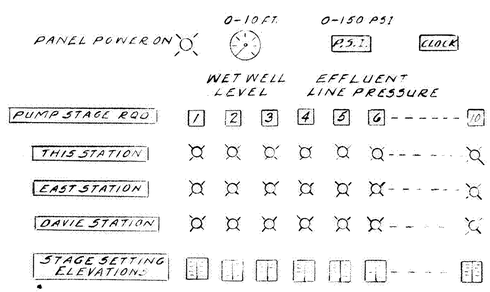
TOWN OF DAVIE AND COOPER CITY, FLORIDA
COOPER CITY PUMP STATIONS
EAST & WEST PLANT PUMP STATIONS
ELECTRICAL SCHEMATICS

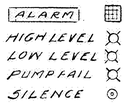
SHEET 15 OF 16 SHEETS

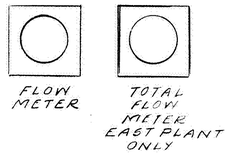
947

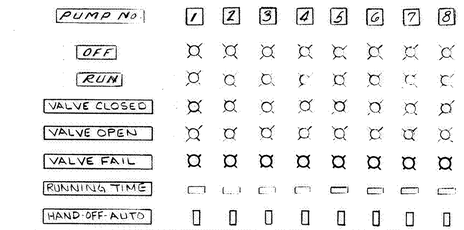
JOB NO _____ FILE _____ PAS 20232 4.13 CC

Meeting Date: 04/09/2024 Item #8.









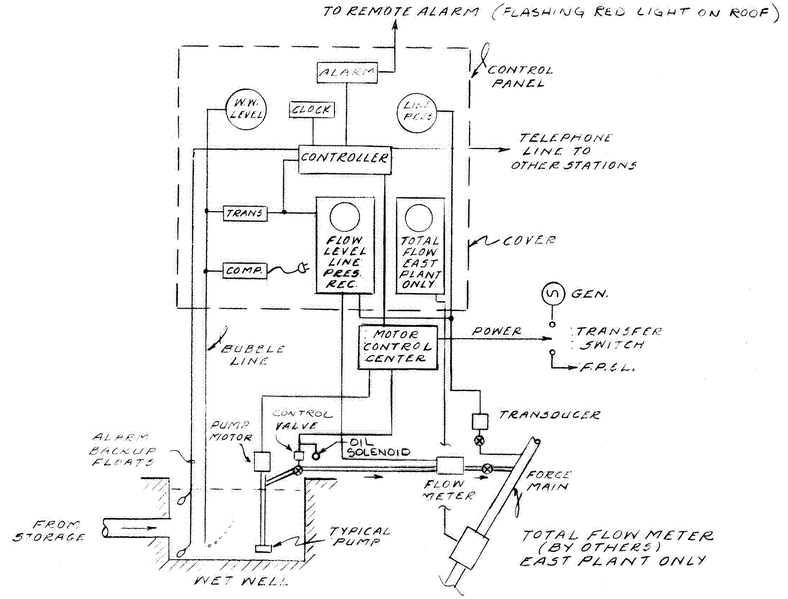
FOR TWO SPEED PUMPS, SUPPLY TWO RUN LIGHTS AND HIGH LOW SELECTOR SWITCH ON HAND.

1. PUMPING SEQUENCE SELECTION IS BY CONTROLLER. PUT OUT OF SERVICE PUMPS IN OFF POSITION OTHERWISE, ALARM WILL SOUND WHEN THEY ARE CALLED
2. PUMP FAIL - INDICATES PUMP IS REQUIRED BY CONTROL, SELECTOR SWITCH IS IN AUTO, BUT PUMP IS NOT RUNNING OR VALVE IS NOT OPEN.
3. USE HAND POSITION ONLY IN EMERGENCIES AND INFORM OTHER PUMP STATIONS.
4. PUMP SEQUENCE IS AS FOLLOWS -
   STAGE 1 - PUMPS 1 AND 2 ALTERNATE
   STAGE 2
   STAGE 3

LAMECOID NAME PLATES

NOTE - EACH STAGE OF PUMP SEQUENCE TO BE ON SEPARATE NAME PLATE FOR EASY REPLACEMENT

FRONT VIEW OF CONTROL PANEL COMPONENTS
COOPER CITY WEST



SCHEMATIC OF STATION COMPONENTS

NOTE - SEE SPECIFICATION FOR FURTHER DETAILS OF PUMP CONTROL.

Issued For
Informational Purposes

RECORD DRAWING

REV	DATE	BY	DESCRIPTION
1	5-28-85	A.L.S.	RECORD DRAWING

SCALE: N.T.S.

DESIGNED E.N.P.
DRAWN W.A.R.
CHECKED E.N.P.

SUBMITTED Ben N. Chen PROJECT ENGINEER 31899 RCE NO 9-4-85 DATE
RECOMMENDED Glen A. Hughey 17141 RCE NO 9/4/85 DATE

JAMES M. MONTGOMERY CONSULTING ENGINEERS, INC.
5975 WEST SUNRISE BOULEVARD, FORT LAUDERDALE, FLORIDA 33313

TOWN OF DAVIE AND COOPER CITY, FLORIDA
COOPER CITY PUMP STATIONS
EAST & WEST PLANT PUMP STATIONS
CONTROL PANEL

SHEET 16 OF 16 SHEETS

JOB NO FILE PAS 20232 4 13 CE

SECTION 26 29 23

LOW VOLTAGE VARIABLE FREQUENCY MOTOR CONTROLLERS

PART 1 – GENERAL

1.01 THE REQUIREMENT

A. The Contractor shall furnish, install, connect, test and place in satisfactory operating condition all variable frequency drives (VFDs) as specified herein and indicated on the Drawings.

B. Reference the following Specification Sections:

1. Section 26 05 00 – Basic Electrical Requirements

2. Section 26 05 53 – Identification for Electrical Systems

3. Section 26 43 13 – Surge Protective Devices

4. Section 26 29 13.16 – Low-Voltage Enclosed Motor Controllers-Reduced Voltage

5. Section 26 09 16 – Electric Controls and Relays

C. The Contractor is responsible for coordinating with the driven equipment manufacturer and the VFD manufacturer to ensure that the VFD is sized properly to meet all the requirements herein. This includes, but is not limited to, accounting for motor RPM and variable or constant torque applications. The Contractor is responsible for including any costs related to equipment upsizing, conduit, and wire upsizing, etc. that results from selecting equipment with a higher full load amp rating than was specified or used as the basis for design.

D. The variable frequency drives shall be assembled using NEMA rated components. Components designed and built to International Electrotechnical Commission (IEC) standards are not recognized. Equipment designed, manufactured, and labeled in compliance with IEC standards is not acceptable.

1.02 CODES AND STANDARDS

A. VFDs shall be designed, manufactured, and/or listed to the following standards as applicable:

1. NEMA 250 – Enclosure for Electrical Equipment

2. IEEE 519 – Recommended Practice and Requirements for Harmonic Control in Electric Power Systems

041322

3. NEMA ICS 7 – Adjustable-Speed Drives

4. NEMA ICS 61800-2 – Rating Specifications for Low Voltage Adjustable Frequency AC Power Drive Systems

5. UL 489 – Molded Case Circuit Breakers, Molded Case Switches, and Circuit Breaker Enclosures

6. UL 508A – Standard for Industrial Control Panels

7. UL 508C – Standard for Power Conversion Equipment

1.03 DEFINITIONS

A. The following definitions are provided for clarity regarding the language used in this Specification:

1. Variable Frequency Drive (VFD) – The complete custom-engineered VFD as packaged within an overall enclosure, including the VFD unit and all other components within that enclosure as specified herein.

2. VFD Unit – The solid-state power electronic device or devices within the VFD.

1.04 SUBMITTALS

A. In accordance with the procedures and requirements set forth in General Conditions and Section 01 30 00 – Submittal Procedures, the Contractor shall obtain from the equipment manufacturer and submit the following:

1. Shop Drawings

2. Operation and Maintenance Manuals

3. Spare Parts List

4. Reports of Certified Shop and Field Tests

5. Manufacturer’s Field Start-up Report

6. Manufacturer’s Representative’s Installation Certification

1.05 SHOP DRAWINGS

A. Each submittal shall be complete in all respects, incorporating all information and data listed herein and all additional information required for evaluation of the proposed equipment's compliance with the Contract Documents.

B. Partial, incomplete, or illegible submittals will be returned to the Contractor without review for resubmittal.

C. Shop drawings **for each VFD** shall include but not be limited to:

1. A Compliance, Deviations, and Exceptions (CD&E) letter. If the shop drawings are submitted without this CD&E letter, the submittal will be rejected. The letter shall include all comments, deviations and exceptions taken to the Drawings and Specifications by the Contractor AND Equipment Manufacturer/Supplier. This letter shall include a copy of this Specification Section. In the left margin beside each paragraph/item, a letter "C", "D", or "E" shall be typed or written in. The letter "C" shall be for full compliance with the requirement. The letter "D" shall be for a deviation from the requirement. The letter "E" shall be for taking exception to a requirement. Any requirements with the letter "D" or "E" beside them shall be provided with a full typewritten explanation of the deviation/exception. Handwritten explanation of the deviations/exceptions is not acceptable. The CD&E letter shall also address deviations, and exceptions taken to each Drawing related to this Specification Section.

2. Complete bill of material and catalog data sheets for all equipment and devices comprising the VFD.

3. Heat loss data for each VFD.

4. Manufacturer’s warranty information.

5. Product data sheets for **all** system components, including but not limited to:

    a. VFD units

    b. Harmonic correction devices and/or equipment, e.g., line reactors, passive filters, and/or 18-pulse phase-shifting transformers

    c. Output reactors and/or output filters if space adequate in or above drive.

    d. Pilot lights and pilot devices

    e. Control and timing relays

    f. Enclosure fans

    g. Contactors

    h. Power supplies

    i. Control power transformers

j. Current transformers

k. Potential transformers

l. Circuit breakers and/or motor circuit protectors

m. Fuses

n. Terminal blocks (power, control, and shorting)

o. Surge protective devices

p. Voltage (phase) monitor

q. Integral PLC for controlling multiple control input signals

r. Integral circuitry to provide an alarm light and shut the pump down upon receiving a Pond Low Level signal from the float (LSL-153) driven backup system.

6. Layout drawings of the VFD that include:

   a. All cabinet or enclosure dimensions, access details, and weights.

   b. Required clearances around the enclosure, e.g., ventilation.

   c. Conduit entry areas and/or stub-up locations.

   d. Nameplate sizes, colors, and locations.

   e. Physical arrangement of door mounted devices located on the variable frequency drive enclosure.

   f. Physical arrangement of all interior components, including DIN-rail-mounted devices.

      General "catalog data sheet" layout drawings which are not specific to the systems specified herein are not acceptable.

7. Custom schematic and interconnection wiring diagrams of all electrical work, including but not limited to, circuit breakers, motor circuit protectors, contactors, instrument transformers, meters, relays, timers, control devices, terminal blocks and identification numbers, wire numbers, required or recommended options and other equipment comprising the complete system.

a. These drawings shall be circuit specific for effluent pumps motor-load combination. Specific equipment names consistent with the Drawings shall appear on each respective diagram.

b. Indicate all devices, regardless of their physical location, on the schematic diagrams.

c. Electrical ratings of all equipment and devices shall be clearly indicated on the schematic diagrams.

Standard schematics and wiring diagrams that are not custom created by the manufacturer for the variable frequency drives for this project are not acceptable.

8. Confirmation of spare parts requirements as specified herein.

9. Table listing all motor loads connected to the VFD. Table shall include the full load amps of the APPROVED motors. Final approval of VFD shop drawings cannot be given until all motor loads for each VFD have been reviewed, approved, and shown in this table.

D. The shop drawing information shall be complete and organized in such a way that the Engineer can determine if the requirements of these Specifications are being met. Copies of technical bulletins, technical data sheets from catalogs, and similar information which is "highlighted" or somehow identifies the specific equipment items the Contractor intends to provide are acceptable and shall be submitted.

1.06 OPERATION AND MAINTENANCE MANUALS

A. The Contractor shall submit operation and maintenance manuals in accordance with the procedures and requirements set forth in the General Conditions, Section 01 30 00 – Submittal Procedures and Section 46 00 00 – Equipment General Provisions.

B. Prior to completion and final acceptance of the project, the Contractor shall furnish and install "as-built" wiring diagrams for each VFD. These final drawings shall be included in the O&M manuals and an additional copy that is plastic laminated shall be securely placed inside each VFD.

C. The O&M manual shall include the “as-commissioned” parameters of each VFD in both print and digital formats.

D. If the VFDs require computer software or configuration, the O&M manual shall include copies of all programming guides/manuals.

1.07 SPARE PARTS

A. The VFDs and accessories shall be furnished with all spare parts as recommended by the equipment manufacturer. In addition to the manufacturer recommended spare parts, the Contractor shall furnish the following spare parts:

1. Two (2) sets of fuses for each size and type of fuse provided.

2. A spare HMI shall be provided for each HMI provided for control. If one HMI can serve as communication devices for both the VFD and the PLC, then only one spare required.

    a. One (1) VFD HMI.

    b. One (1) PLC HMI.

3. One (1) set of enclosure air filters for each VFD.

B. The spare parts shall be packed in containers suitable for long term storage, bearing labels clearly designating the contents and the pieces of equipment for which they are intended.

C. Spare parts shall be delivered at the same time as the equipment to which they pertain. The Contractor shall properly store and safeguard such spare parts until completion of the Work, at which time they shall be delivered to the Owner.

D. Spare parts lists included with the shop drawing submittal shall indicate specific sizes, quantities, and part numbers of the items to be furnished. Terms such as "1 lot of packing material" are not acceptable.

E. Parts shall be completely identified with a numerical system to facilitate parts inventory control and stocking. Each part shall be properly identified by a separate number. Those parts which are identical for more than one size, shall have the same parts number.

1.08 WARRANTY

A. The Contractor shall warrant that the material and workmanship of all components and the operation of the VFDs and auxiliary equipment is in accordance with the latest design practices and meets the requirements of this Specification.

B. The warranty shall include, but not be limited to the following:

1. Replace components found to be faulty and make changes in equipment arrangement or make adjustments necessary to meet the equipment or functional requirements or this Specification.

2. System rewiring and component substitution/rebuild.

3. All accessories and appurtenances provided by the VFD manufacturer.

C. The warranty shall be in effect for a period of 24 months following final acceptance of each VFD.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. The equipment covered by this Specification is intended to be equipment of proven performance. Equipment shall be designed, constructed, and installed in accordance with the best practices of the trade, and shall operate satisfactorily when installed as shown on the Drawings.

B. The Contractor shall obtain the VFDs from one manufacturer who shall also manufacture and assemble the enclosure and major equipment components including, but not limited to the VFD unit. The manufacturer shall have five years minimum of experience in the manufacture of similar units and shall have a general distribution to the electrical trade. **Subcontracting of wiring and/or third-party assembly is not acceptable.**

C. The VFD shall be Yaskawa Model iQ1000 by ICON Technologies.

D. The Contractor shall be responsible for the successful application and operation of the entire drive and control system serving the motor and driven equipment. This includes the responsibility for obtaining all load, torque, speed and performance requirements from the appropriate sources and integrating these into a VFD that fulfills the requirements of this Specification.

2.02 VFD SYSTEMS

A. Operating Conditions

1. The following operating conditions are applicable for all equipment of this Specification.

a. Humidity: 0-95%.

b. Ambient Temperature: 0 degrees Celsius to plus 40 degrees Celsius.

c. Altitude: up to 3,300 feet

B. Basic Design and Performance

1. Each VFD shall be a complete alternating current electric drive system including all hardware and software necessary to accomplish variable speed operation of a motor and load combination. VFDs shall be provided in accordance with the requirements indicated on the Drawings and as described in these Specifications.

2. Each VFD shall be suitable for operation as part of a 480 VAC, 3phase, 60 Hertz power distribution system. The complete VFD system shall have a minimum short circuit current rating of 35,000 amperes symmetrical at rated voltage.

3. **The Contractor** is fully responsible for the review of the full Contract Documents to determine specified motor speed, horsepower and full load ampere requirements for each motor-driven load. In addition, the Contractor shall size and select the VFD and components as follows:

a. Each VFD shall provide, continuously, motor load current equal to 100% of the direct on-line motor nameplate full load current.

b. Each VFD shall be selected for Variable Torque (Normal Duty) or Constant Torque (Heavy Duty) based on its respective load type served as shown in the Load Type tables below.

Variable Torque (Normal Duty) Load Types	**Constant Torque (Heavy Duty) Load Types**
Vertical Turbine Pumps OR [Not Included Under this Contract]	Rotary Lobe Pumps OR [Not Included Under this Contract]
Horizontal Non-Clog Pumps	Progressive Cavity Pumps
Horizontal Self-Priming Centrifugal Pumps	Horizontal Centrifugal Chopper Pumps
Submersible Non-Clog Pumps	Positive Displacement Blower Packages

Variable Torque (Normal Duty) Load Types	Constant Torque (Heavy Duty) Load Types
Vertical Non-Clog Pumps	Dewatered Sludge Screw Conveyors
Vertical Turbine Mixers	Screw Pumps
Submersible Propeller (Window) Pumps	

c. The Load Type tables above are intended to exhaustively cover all possible equipment controlled by VFDs to be provided under Division 26 for this Contract. If a piece of equipment is found that is not explicitly listed in these tables, this discrepancy shall be brought to the attention of the Engineer (in writing) immediately for resolution **prior to submitting the Bid for this Contract.**

4. Each VFD shall be suitable to operate, at times, on a limited power source engine-generator set. The VFD shall be provided with equipment and devices to prevent waveform distortion as specified herein.

5. Each VFD shall be provided with control and sequence logic as specified herein and indicated on the Drawings. Control and sequence logic shall be designed such that the motor-load combination can be operated in the manual mode upon control and sequence logic failure, including all necessary personnel and equipment safety interlocks. Each VFD shall be designed such that specific control and protection functions can be attained through simple programming by either factory engineers or Owner's trained operating personnel. In addition, refer to Contract Drawings for process control descriptions, for a description of the operation of each VFD.

6. Unless otherwise accepted in writing by the Engineer, VFDs shall be provided with output reactors or filters to prevent elevated voltage levels at the motor terminals that exceed the ratings of the inverter duty rated motor winding insulation.

   a. **The Contractor** is responsible for providing the VFD manufacturer with estimated and field-verified cable lengths between each VFD and its respective motor. The VFD manufacturer shall select and size the output reactors or filters based on the cable lengths provided by the Contractor. Any change in output filter or reactor selection and/or size from the Bid shall be immediately brought to the attention of the Engineer in writing for resolution.

   b. The output filters or reactors shall be manufactured by TCI, MTE Corporation, Mirus International, or engineer approved equal.

7. Motor control circuits shall be wired in accordance with the requirements specified herein and/or indicated on the Drawings.

C. Components

1. Each VFD shall contain the number of auxiliary contacts, control power transformer(s), pilot devices and indicating lights, control relays, elapsed time meters, and other devices as specified herein, shown on the Drawings and required for the applications. The following components shall meet the requirements of Section 26 09 16 – Electrical Controls and Relays:

    a. Pilot devices (switches, indicating lights, etc.)

    b. Relays and timers

    c. Terminal blocks

2. Power terminal blocks for VFD output to the motor shall be fixed-mounted to a backplane or the enclosure. Mounting the terminal blocks on DIN rails is not acceptable.

3. Electrical bus, including ground bus, shall be tin-plated copper. Power and control wiring shall be copper, color coded and identified in accordance with these Specifications.

4. Each VFD shall be of modular construction allowing normal maintenance and repair to be done with ordinary hand tools. Design and install power electronic component assemblies so that, where practicable, components can be individually removed and replaced.

5. Auxiliaries, including fans, that are required for rated load operation at maximum ambient temperature, shall be 100% redundant. New and unused spare replacement fan(s) or air conditioning unit(s), shipped in original carton, may be provided in lieu of 100% redundant auxiliaries if accepted in writing by the Engineer.

6. Circuit boards and electrical components shall meet the corrosion protection requirements specified in these Specifications. Varnished or epoxy encapsulated circuit boards and tropicalized contactors suitable for corrosive environments shall be furnished.

7. Circuit Breakers

    a. The VFD shall be protected by a UL 489 Listed circuit breaker.

    b. Unless otherwise indicated, circuit breakers shall be manually operable and shall provide thermal-magnetic, inverse-time-limit overload, and instantaneous short-circuit protection.

c. Circuit breakers shall be molded case type, rated 480 Vac, 3 pole and have 100 ampere or larger frames. The interrupting rating shall match that of the VFD short circuit rating at 480V.

d. Overload protection shall be provided on all poles with trip settings as indicated on the Drawings. Breakers of 225-ampere frames and larger shall have interchangeable trip units.

e. Where indicated on the Drawings, shunt trip devices shall be provided to trip a circuit from a remote location by means of a trip coil energized from a separate circuit. A 120V shunt trip shall be capable of operating at 55% or more of rated voltage. All other shunt trips shall be capable of operating at 75% or more of rated voltage.

8. VFD shall be provided with surge protective devices that meet the requirements of Section 26 43 13 – Surge Protection Devices or that the manufactures integral surge protection matches or exceeds the requirements in Section 26 43 13.

D. Controls

1. Each VFD shall be provided with automatic and manual controls as shown on the Drawings and as required to comply with all Specifications. Controls and indicators to accomplish operation and maintenance shall be located on the variable frequency drive equipment assembly as specified herein and indicated on the Drawings.

2. The Elementary Control Schematics **if** shown on the Drawings are **representative of design intent only.** The manufacturer shall be responsible for providing all additional components, controls, and internal wiring necessary to meet the design intent.

3. VFD circuitry shall be designed such that the enclosure cooling fans only run when the VFD unit is producing output power. Designs that allow the enclosure cooling fans to run continuously when the VFD unit is energized but not producing output power are not acceptable. Fans that are used exclusively to provide cooling for the VFD unit (and not the overall enclosure) are permitted to run continuously if required by the VFD manufacturer’s design standards/practices.

4. The VFD shall include circuitry and functionality to indicate a low pond level and shut down pump No.3 upon receiving a “Pond Low Level” signal (dry contacts) from the pond low level switch.

5. Motors shown, on the drawings, with an auxiliary cooling fan shall be controlled from the VFD. Fan motor voltage shall be 120V, 1PH. A separate circuit will be provided from the existing lighting panel to the VFD to power the pump motor

auxiliary fan. The auxiliary fan motor shall be controlled to run when the pump motor is running.

E. Enclosures

1. Due to space constraints, the VFD enclosure shall not be larger than the dimensions shown on the electrical drawings.

2. Equipment within the VFD enclosure shall be arranged so that it does not interfere with the entry of conduits and cables into the enclosure.

3. All pilot devices (selector switches, pushbuttons, indicating lights, etc.) and the human machine interface (HMI, specified elsewhere herein) shall be door mounted on the exterior of each VFD enclosure. Manipulation of the pilot devices or HMI, viewing of the information on the HMI, or viewing that status of pilot devices shall not require the VFD enclosure door to be opened.

4. Unless otherwise indicated on the Drawings, VFDs in non-hazardous locations, shall be furnished with the following enclosure type and material of construction, dependent upon the designation of the area in which they are to be installed. Area designations are indicated on the Drawings.

Area Designation	Enclosure Type and Material
Indoor Wet Process Area	NEMA 4X, Type 304 Stainless Steel
Indoor Dry Process Area	NEMA 12, Painted Steel
Indoor Dry Non-Process Area	NEMA 1, Painted Steel
All Outdoor Areas	NEMA 4X, Type 304 Stainless Steel

5. VFDs shall not be installed in hazardous locations.

6. NEMA 1 and NEMA 12 VFD enclosures shall be force ventilated with front accessibility and the following:

   a. Enclosures shall be provided with washable enclosure air intake filters that can be replaced while the enclosure door remains closed.

   b. Enclosures shall be designed for bottom or top entry of conduits and cables as required.

   c. Enclosures shall be finished in ANSI-61 gray enamel or in a color to match the complete line-up of equipment as indicated on the Drawings and accepted by the Engineer.

7. NEMA 4X VFD enclosures shall be air conditioned, dead-front, with front accessibility and the following:

    a. The air conditioning system shall utilize a heat-exchange method that allows for cooling of the enclosure interior without circulating outside air through the enclosure.

    b. VFDs shall be furnished with an additional control power transformer sized to provide power exclusively for the air conditioning system and enclosure space heater.

    c. VFDs shall be designed for top or side entry of cables/conduits.

8. Each VFD shall be designed such that rear access to the enclosure is not required for operations, maintenance, or repair tasks.

9. The Contractor shall reference the Drawings for maximum dimensions of the VFDs. No exceptions to the dimensions indicated on the Drawings will be permitted. The Engineer shall be notified prior to the initial shop drawing submittal if exceptions to the dimensions indicated on the Drawings are to be requested.

10. Integrating VFDs into a motor control center assembly is not permitted unless specifically shown as integrated on the Drawings.

11. Each VFD enclosure shall be supplied with an industrial, heavy-duty flange-mount handle mechanism for the operation of the VFDs disconnecting means as follows:

    a. The mechanism shall be engaged with the disconnect device at all times as an integral part of the unit regardless of the unit door position.

    b. The operator handle shall have an up-down motion with the down position as off. The ON-OFF condition of the disconnecting means shall be permanently marked on the handle operator.

    c. It shall be possible to lock the handle in the "OFF" position with up to three (3) 3/8-inch diameter shackle padlocks and in the "ON" position with one (1) 3/8-inch diameter shackle padlock.

    d. The operator handle shall be mechanically interlocked such that the disconnecting means cannot be closed with the enclosure door open, nor can the enclosure door be opened when the disconnecting means is closed. A defeater mechanism shall be provided so that qualified personnel can bypass these interlocks for maintenance and testing purposes. The defeater mechanism shall allow the enclosure door to be opened without interrupting the operation of the VFD.

F. Nameplates and Legend Plates

1. Provide engraved plastic nameplates and legend plates to identify each VFD and associated door mounted devices and internal components. Nameplates shall be as specified in Section 26 05 53 – Identification for Electrical Systems.

2. Equipment names and/or numbers and device identification text shown on the Drawings shall be used as the basis to engrave the nameplates and legend plates. Where the equipment identification text would exceed the capacity of the VFD manufacturer's standard nameplate/legend plate size, the manufacturer shall provide larger nameplates and/or additional nameplates as necessary. Abbreviating equipment names/numbers and device identification text is not acceptable.

3. Control components mounted as part of the assembly, such as fuse blocks, control relays, pushbuttons, switches, and similar devices, shall be suitably marked with identification corresponding to appropriate designations on the manufacturer's wiring diagrams.

2.03 VFD UNITS

A. The VFD unit shall be the Yaskawa model iQ with options indicated on the Contract drawings.

B. Basic Design and Performance

1. Each VFD unit shall be of adjustable frequency, adjustable voltage, pulse width modulated (PWM) design. The units shall be microprocessor controlled, fully digitally programmable, and capable of precise and repeatable speed regulation of three phase 480 VAC NEMA Design A or B induction motors. Units for other than NEMA Design A or B induction motors (e.g., NEMA Design C) shall be coordinated with the requirements of that respective load.

2. Each VFD unit shall consist of a semiconductor rectifier system, direct current link, and pulse width modulated inverter. The inverter shall invert the direct current voltage into an alternating current voltage at a frequency which shall be proportional to the desired speed. This alternating current voltage and frequency shall both vary simultaneously at a constant "Volts-Per-Hertz" ratio to operate the motor at the desired speed.

3. Each VFD unit shall operate the motor and produce full rated nameplate horsepower at the motor output shaft without exceeding motor nameplate full load current and with the motor not exceeding rated total temperature not including the additional temperature increment that constitutes the motor service factor. Motor shall retain its service factor when operated by the variable frequency drive.

4. The overall efficiency of each VFD unit shall be a minimum of 95% when operating the specified motor-load combination at rated voltage, frequency, and current.

5. Each VFD unit shall provide smooth, stepless changes in motor speed and acceleration over the entire operating speed range from minimum to maximum speed. The VFD unit shall be provided with adjustable maximum and minimum frequency limits.

6. Each VFD unit shall maintain a desired output frequency (setpoint) with a steady state accuracy of 0.5% of rated frequency of 60 Hertz for a 24-hour period and a repeatability of 0.1% of rated frequency of 60 Hertz.

7. Each VFD unit shall be capable of operating the specified load continuously at any speed within the operating speed range of 10% to 100% of rated speed. The minimum and maximum continuous operating speeds shall each be adjustable within this speed range. The variable frequency drive shall provide for field adjustment of these setpoints.

8. Each VFD unit shall be capable of controlled linear acceleration and deceleration. Each VFD unit shall be capable of ramping the speed of the motor-load combination from the minimum selected operating speed to the maximum selected operating speed in a minimum of 30 seconds. Each VFD unit shall have two (2) field-adjustable speed setpoints for the variable frequency drive to skip equipment resonant frequencies. The acceleration and deceleration time limits shall be field adjustable to values up to 120 seconds.

9. Voltage or current unbalance between phases of the VFD unit output voltage shall not exceed 3% of the instantaneous values. The VFD unit shall continuously monitor the output voltages and generate an alarm condition when the unbalance exceeds 3%. The system shall detect and generate a separate alarm for loss of any output phase voltage (single phasing). Phase unbalance shall be as defined by NEMA Standard MG-1.

10. Each VFD unit shall operate continuously without interruption of service or damage to equipment during transient input voltage variations of plus or minus 10% for a duration of 15 cycles. VFD unit output voltage regulation shall be plus or minus 2%.

C. Features and Characteristics

1. Each VFD unit shall be furnished with a Human Machine Interface (HMI) to provide controls and indication to accomplish maintenance and operational functions as specified herein and shown on the Drawings. The HMI shall be password protected after startup to prevent unauthorized personnel from making changes. The HMI shall at minimum provide indication of the following:

a. Input Voltage

b. Output Voltage

c. Output Current

d. Output Frequency

e. Output Speed from 0-100%

f. Alarm Read-out

2. Each VFD unit shall provide a 4-20 mADC output signal that is proportional to the drive output frequency for use as speed feedback/speed indication to external equipment.

3. Each VFD unit shall accept a 4-20 mADC speed input command signal to control the output frequency in the automatic and/or manual control modes as specified herein or indicated on the Drawings. The system shall accept the input increase/decrease command with a resolution that permits incremental changes in speed equal to or less than 0.1% of rated speed.

4. Where shown on the Drawings, VFD units shall also accept a 0-10VDC input from a speed potentiometer for manual speed control. The VFD unit shall be capable of selectively switching between the input speed command signals as shown on the Drawings.

5. Each VFD unit shall be furnished with a PLC & Human Machine Interface (HMI) to provide controls and indication to accomplish operational functions as specified herein and shown on the Drawings. These include Flow, Level and Pressure control modes selectable by a plant operator.

6. Input Voltage Loss Handling

   a. The VFD unit shall shut down upon a loss of one or more input phases, a 3-phase complete input power loss, or a sustained input undervoltage event. A sustained input undervoltage event is defined as voltage that is less 75% of nominal, for more than 0.5 seconds.

   b. Upon restoration of 3-phase power that is at an acceptable voltage level, the VFD unit shall automatically reset (after an adjustable time delay, 0-2 minutes) and be capable of being restarted and ramping up to speed when remotely commanded through the control system or locally commanded at any local controls. Personnel shall not be required to reset the VFD unit manually after a shutdown caused by any input voltage loss event.

c. Automatic reset of the VFD unit shall be achieved through programming/parameter setpoints, time delay relays, or a combination of both.

7. Each VFD unit shall have a multiple attempt restart feature.

8. Each VFD unit shall have an automatic current limit feature to control motor currents during startup and provide a "soft start" torque profile for the motor-load combination. The VFD unit shall also limit current due to motor winding or motor lead phase-to-phase short circuit or phase-to-ground short circuit. The current limit protection setting shall be field adjustable.

9. Each VFD unit shall be furnished with programmable electronic overload and torque limits.

10. Each VFD unit shall have an automatic trip feature which will remove the drive output from the motor and allow it to decelerate safely. This automatic system shall lock-out the VFD unit and indicate the fault only upon the following conditions:

    a. Output voltage unbalance (trip threshold field set).

    b. Loss of phase on output.

    c. Motor overload.

    d. Motor stator winding fault (phase-to-ground, phase-to-phase).

    e. Unacceptable voltage variation.

    f. High variable frequency drive equipment temperature.

    g. VFD failure as determined by the manufacturer.

    h. Component failure.

    i. Overcurrent.

11. Provide each VFD unit with protection against starting a rotating motor, both directions (coasting to zero speed and backspin). In the event that a motor automatic restart feature (catch the motor "on-the-fly") is provided in the VFD unit, this feature shall be capable of being disabled.

12. Each VFD unit shall include on-line diagnostics, with an automatic self-check feature that will detect a variable frequency drive failure.

    a. Diagnostics shall operate a visual alarm indicator on the HMI.

b. Diagnostics shall provide an easily readable output that can be used to isolate a failure.

c. Provide last ten specific fault(s) and the sequence in which the faults occurred. An indication of the "First Out" failure is a minimum for fault sequence detection.

d. Provide normally open and/or normally closed dry contacts as indicated on the Drawings for VFD failure conditions .

13. The VFD unit shall communicate the following parameters to the VFD internal control system PLC via Ethernet/IP protocol. Provide any necessary hardware gateways to provide this communication capability. The following parameters, at a minimum, shall be communicated:

a. Motor current (all phases)

b. Motor voltage (all phases)

c. Motor KW

14. Where indicated on the Drawings, provide input cards that allow connection of speed encoders to the VFD unit.

15. Each VFD unit shall be provided with input/output (I/O) cards including expansion cards as necessary to facilitate connection of all I/O specified herein and shown on the Drawings.

2.04 HARMONIC CORRECTION

A. Harmonic correction devices for each VFD shall be as specified herein and located as shown on the Drawings.

B. Input Line Reactors

1. 6-pulse VFD units shall be provided with input line reactor and/or integral DC link reactor. Total reactor impedance shall be a minimum of 3% and shall not exceed 5%.

C. Passive Filters

1. Where indicated on the Drawings or where additional harmonic correction is required, 6-pulse VFD units shall be provided with a passive harmonic filter in addition to the integral DC link reactor specified above (if present.)

2. Passive harmonic filters shall be sized to attenuate harmonics resulting from operation of the VFD-driven motor load to no more than 5% THID when operating at full load, and no more than 8% THID when operating at 30% of full load. The filter shall be equipped with power contactors configured to remove the capacitors from the circuit when the VFD-driven loads are not in operation. The harmonic filters shall be as manufactured by TCI, MTE Corporation, Mirus International, or Engineer approved equal.

3. Passive filters shall be integrated into the VFD unless accepted in writing by the Engineer or shown as separately mounted from the VFD on the Drawings.

PART 3 – EXECUTION

3.01 INSTALLATION

A. The VFDs shall be installed as shown on the Drawings and in accordance with the manufacturer's installation instructions.

B. Install VFDs to allow complete door swing required for component removal.

3.02 TESTING

A. All tests shall be performed in accordance with the requirements of the General Conditions and Specification Section 01 xx xx. The following tests are required:

1. Certified Shop Tests and Reports

   a. Submit description of proposed testing methods, procedures, and apparatus.

   b. Factory test the complete VFD in accordance with IEEE and NEMA standards.

   c. Submit factory bench-test data to indicate that the manufacturer's proposed equipment has been tested in the specified arrangement and found to achieve specified accuracy.

2. Field Tests

   a. Field testing shall be done in accordance with the requirements specified in the General Conditions, Division 01, and NETA acceptance testing specifications referenced in Section 26 05 00 – Basic Electrical Requirements.

   b. Harmonic distortion measurements shall be made after VFD installation. One set of measurements shall be made with the VFD loads inactive, and one set

of measurements shall be made with the VFD loads running at design capacity.

B. Acceptance of a shop test does not relieve the Contractor from requirements to meet field installation tests under specified operating conditions, nor does the inspection relieve the Contractor of responsibilities.

C. Certification on materials and records of shop tests necessary for the inspector to verify that the requirements of the Specifications are met, shall be made available to the inspector.

D. Submit signed and dated certification that all the factory inspection and testing procedures described herein have been successfully performed by the Contractor prior to shipment.

3.03 SERVICES OF A MANUFACTURER'S REPRESENTATIVE

A. The Contractor shall provide the services of a qualified manufacturer's factory-trained technical representative who shall adequately supervise the installation and startup of all equipment furnished under this Contract. The manufacturer's representative shall certify in writing that the equipment has been installed in accordance with the manufacturer's recommendations. No further testing or equipment startup may take place until this certification is accepted by the Owner.

B. The manufacturer's technical representative shall perform all startup and field acceptance testing as specified herein.

C. The Contractor shall provide training for the Owner's personnel. Training shall be conducted by the manufacturer's factory-trained representative who shall instruct Owner's personnel in operation and maintenance of all equipment provided under this Section. Training shall be provided for two (2) sessions of four (4) hours each. Training shall not take place until after the VFDs have been installed and tested. Training shall be conducted at times coordinated with the Owner.

D. The services of the manufacturer's representative shall be provided for a period of not less than as follows:

1. One (1) trip of one (1) working day during installation of the motor controllers.

2. One (1) trip of one (1) working day to perform startup and field acceptance testing of the motor controllers.

3. One (1) trip of one (1) working day to perform training as specified herein.

E. Any additional time required to achieve successful installation and operation shall be at the expense of the Contractor.

3.04 PAINTING

A. Prior to final completion of the work, all metal surfaces of the equipment shall be cleaned thoroughly, and all scratches and abrasions shall be retouched with the same coating as used for factory finishing coats.

END OF SECTION

SECTION 26 05 33.13
CONDUIT FOR ELECTRICAL SYSTEMS

PART 1 – GENERAL

1.01 THE REQUIREMENT

A. The Contractor shall furnish and install conduits, conduit fittings, and appurtenances to complete the installation of all electrically operated equipment as specified herein, indicated on the Drawings, and as required.

1.02 CODES AND STANDARDS

A. All equipment and materials shall be Listed by and shall bear the Label of Underwriter's Laboratories, Incorporated (UL).

B. Conduits, conduit fittings, and appurtenances shall be designed, manufactured, and/or Listed to the following standards as applicable:

1. American National Standards Institute (ANSI)/Institute of Electrical and Electronic Engineers (IEEE):

   a. ANSI B1.20.1 – Pipe Threads, General Purpose.

   b. ANSI C80.1 – Electrical Rigid Steel Conduit.

   c. ANSI C80.3 – Steel Electrical Metallic Tubing.

   d. ANSI C80.5 – Electrical Rigid Aluminum Conduit.

   e. ANSI FB 1 – Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable.

2. National Electrical Contractors Association (NECA):

   a. NECA 1 – Standard for Good Workmanship in Electrical Construction.

3. National Electrical Manufacturer’s Association (NEMA):

   a. NEMA FB 2.40 – Installation Guidelines for Expansion and Expansion/Deflection Fittings.

   b. NEMA RN 1 – PVC Externally Coated Galvanized Rigid Steel Conduit.

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c. NEMA RV-3 – Application and Installation Guidelines for Flexible and Liquid-tight Flexible Metal and Nonmetallic Conduits.

d. NEMA TC-2 – Electrical PVC Conduit.

e. NEMA TC-3 – PVC Fittings for Use with Rigid PVC Conduit and Tubing.

4. National Fire Protection Association (NFPA):

a. NFPA 70 – National Electrical Code (NEC).

5. Underwriters Laboratories (UL):

a. UL 1 – Standard for Flexible Metal Conduit.

b. UL 6 – Electrical Rigid Metal Conduit-Steel.

c. UL 6A – Electrical Rigid Metal Conduit-Aluminum, Red Brass, and Stainless Steel.

d. UL 360 – Standard for Liquid-tight Flexible Metal Conduit.

e. UL 467 – Grounding and Bonding Equipment.

f. UL 514B – Conduit, Tubing, and Cable Fittings.

g. UL 651 – Standard for Schedule 40 and 80 Conduit and Fittings.

h. UL 797 – Electrical Metallic Tubing-Steel.

i. UL 1203 – Standard for Explosion-proof and Dust-ignition-proof Electrical Equipment for use in Hazardous (Classified) Locations.

j. UL 1479 – Standard for Fire Tests of Penetration Fire Stops.

k. UL 1660 – Liquid-tight Flexible Nonmetallic Conduit.

6. Others:

a. American Concrete Institute (ACI): ACI 318-19 – Building Code Requirements for Structural Concrete.

b. Aluminum Association – Aluminum and It’s Alloys.

1.03 SUBMITTALS

A. In accordance with the procedures and requirements set forth in the General Conditions and Section 01 33 00 – Submittal Procedures, the Contractor shall obtain from the equipment manufacturer and submit the following:

1. Shop Drawings

B. Each submittal shall be identified by the applicable Specification Section.

1.04 SHOP DRAWINGS

A. Each submittal shall be complete in all respects, incorporating all information and data listed herein and all additional information required for evaluation of the proposed equipment's compliance with the Contract Documents.

B. Partial, incomplete, or illegible submittals will be returned to the Contractor without review for resubmittal.

C. Shop drawings shall include but not be limited to:

1. Product data sheets for conduits and fittings.

2. Conduit identification methods and materials.

3. Evidence of training for all personnel that will install PVC coated rigid metal conduit.

1.05 DEFINITIONS

A. Conduits are categorized by the circuit type of the wiring to be installed inside. Conduits are defined as follows:

1. Power Conduits – Conduits that carry AC or DC power wiring from a source to a load. Conduits that carry lighting and receptacle wiring.

2. Control Conduits – Conduits that carry AC or DC discrete control wiring between devices and/or equipment. Also, conduits that carry fiber optic cables between devices and/or equipment.

3. Instrumentation Conduits – Conduits that carry AC or DC analog signal wiring between devices and/or equipment. Conduits that carry Category 5e or Category 6 unshielded twisted-pair cables.

PART 2 – PRODUCTS

2.01 GENERAL

A. Conduit and conduit fitting products are specified in the text that follows this article. Reference Part 3 herein for the application, uses, and installation requirements of these conduits and conduit fittings.

B. All metallic conduit fittings shall be UL 514B and UL 467 Listed and constructed in accordance with ANSI FB 1. All metallic conduit fittings for use in Class I, Division 1 hazardous areas shall be UL 1203 Listed. All non-metallic fittings shall be UL 651 Listed and constructed in accordance with NEMA TC-3.

C. Flexible conduit couplings for use in Class I, Division 1 hazardous areas shall have threaded stainless steel end fittings and a flexible braided core. Flexible braid shall be constructed of stainless steel where available in the conduit trade size required for the application. Where stainless steel braid is not available, the braid shall be provided with a PVC coating. No other braid types or materials are acceptable.

D. Where threading is specified herein for conduit fitting connections, the fittings shall be manufactured to accept conduit that is threaded to ANSI B1.20.1 requirements.

E. Conduit expansion fittings for all conduit materials of construction shall be capable of 4 inches of movement along the axis of the conduit for trade sizes 2 inches or less. Expansion fittings shall be capable of 8 inches of movement along the axis of the conduit for trade sizes greater than 2 inches.

F. Conduit deflection fittings for all conduit materials of construction shall be provided with a flexible neoprene outer jacket that permits up to ¾ inch of expansion/contraction along the axis of the conduit as well as up to ¾ inch of parallel misalignment between the conduit axes. Outer jacket shall be secured to the conduit hubs by stainless steel clamps.

G. Conduit seals shall either be Listed and Labeled for 40% fill, or conduit reducing fittings and a trade size larger conduit seal shall be provided to achieve 25% or less fill within the seal. Percentage fill calculation shall be based on the conductors to be installed. Conduit seals shall be provided with breathers and/or drains where required by the NEC.

H. Conduit insulating bushings shall be constructed of plastic and shall have internal threading.

I. Additional conduit and conduit fitting requirements are specified in the articles that follow based on the specific conduit material of construction to be used.

2.02 RIGID GALVANIZED STEEL (RGS) CONDUIT AND ASSOCIATED FITTINGS

A. Conduit

1. Conduit shall be hot dip galvanized on the inside and outside and made of heavy wall high strength ductile steel. Conduit shall be manufactured in accordance with ANSI C80.1 and shall be UL 6 Listed.

2. Conduit shall be provided with factory-cut 3/4 inch per foot tapered threads at each end in accordance with ANSI B1.20.1. Threads shall be cut prior to galvanizing to ensure corrosion protection adequately protects the threads. Conduit shall be provided with a matching coupling on one end and a color-coded thread protector on the other.

B. Conduit Bodies for use with Rigid Galvanized Steel

1. Conduit bodies shall be constructed of an electro-galvanized malleable iron alloy which is coated with an acrylic paint finish. Conduit bodies shall have integral threaded conduit hubs.

2. Conduit bodies for Class I, Division 1 hazardous areas shall be provided with integrally threaded covers constructed of an electro-galvanized malleable iron alloy which is coated with an acrylic paint finish.

3. Conduit bodies for all other areas shall be provided with covers that are affixed in place by stainless steel screws which thread directly into the conduit body. Covers that utilize wedge nuts or any other method of attachment to the conduit body are not acceptable. Covers shall be constructed of an electro-galvanized malleable iron alloy which is coated with an acrylic paint finish. Covers shall be provided with matching gasket.

C. Conduit Couplings, Nipples, and Unions for use with Rigid Galvanized Steel

1. Couplings and nipples shall be threaded and shall be constructed of hot dipped galvanized steel. Split-type couplings that use compression to connect conduits are not acceptable.

2. Unions shall be threaded, rain-tight, and constructed of an electro-galvanized malleable iron alloy which is coated with an acrylic paint finish.

D. Conduit Expansion and Deflection Fittings for use with Rigid Galvanized Steel

1. Conduit expansion fittings and conduit deflection fittings shall be constructed of bronze or an electro-galvanized malleable iron alloy. Expansion and deflection fittings shall have threaded conduit connections.

2. Expansion fittings shall have an integral bonding jumper and deflection fittings shall have an external bonding jumper.

E. Conduit Seals for use with Rigid Galvanized Steel

1. Conduit seals shall be constructed of an electro-galvanized malleable iron alloy which is coated with an acrylic paint finish. Conduit seals shall have threaded conduit connections.

F. Conduit Termination Fittings for use with Rigid Galvanized Steel

1. Conduit hubs shall be constructed of stainless steel and shall have threaded connections to the conduit and enclosure. Hubs shall have a plastic insulated throat and shall be watertight when assembled to an enclosure.

2. Conduit locknuts shall be constructed of zinc plated steel. Locknuts shall have internal threading. Locknuts with integral gasket or seal are not acceptable. Locknuts shall have integral bonding screw where required for proper bonding.

3. Conduit bonding bushings shall be constructed of zinc plated malleable iron. Bonding bushings shall have a threaded conduit connection. Bonding bushing shall be provided with properly sized set screw for connecting bonding conductor and an integral plastic insulator rated for 150 degrees C located in the throat.

2.03 RIGID NONMETALLIC CONDUIT AND ASSOCIATED FITTINGS

A. Conduit

1. Conduit shall be Schedule 40 or 80 (dependent on application) polyvinyl chloride (PVC) construction, manufactured in accordance with NEMA TC-2, UL 651 Listed, and suitable for conductors with 90 degree C insulation.

B. Conduit Bodies for use with Rigid Nonmetallic Conduit

1. Conduit bodies shall be constructed of PVC. Conduit hubs shall be integral to the conduit body and shall be smooth inside to accept a glued conduit connection.

2. Conduit body shall be provided with cover that is affixed in place by stainless steel screws which thread directly into the conduit body. Covers that utilize wedge nuts or any other method of attachment to the conduit body are not acceptable. Covers shall be provided with matching gasket.

C. Conduit Couplings and Unions for use with Rigid Nonmetallic Conduit

1. Conduit couplings and unions shall be constructed of PVC and shall be smooth inside to accept a glued conduit connection.

D. Conduit Expansion and Deflection Fittings for use with Rigid Nonmetallic Conduit

1. Conduit expansion fittings and conduit deflection fittings shall be constructed of PVC and shall be smooth inside to accept a glued conduit connection.

E. Conduit Termination Fittings for use with Rigid Nonmetallic Conduit

1. Conduit hubs shall be constructed of PVC and shall be smooth inside to accept a glued conduit connection. Hubs shall have external threads and an accompanying PVC locknut, and shall be watertight when assembled to an enclosure.

2. Conduit locknuts shall be constructed of zinc plated steel. Locknuts shall have internal threading. Locknuts constructed of PVC and locknuts with integral gasket or seal are not acceptable.

3. Conduit end bells shall be constructed of PVC and shall be smooth inside to accept a glued conduit connection. End bell shall have a smooth inner surface that curves outward towards the edge of the fitting.

2.04 PVC COATED RIGID GALVANIZED STEEL CONDUIT AND ASSOCIATED FITTINGS

A. General

1. Where an external coating of polyvinyl chloride (PVC) is specified for conduit and fittings, the coating shall be 40 mil (minimum) thickness. Where an internal coating of urethane is specified for conduit and fittings, the coating shall be 2 mil (minimum) thickness.

2. All conduit fittings shall have a sealing sleeve constructed of PVC which covers all connections to conduit. Sleeves shall be appropriately sized so that no conduit threads will be exposed after assembly.

B. Conduit

1. Conduit shall be hot dip galvanized on the inside and outside and made of heavy wall high strength ductile steel. Conduit shall be manufactured in accordance with ANSI C80.1 and shall be UL 6 Listed.

2. Conduit shall be provided with factory-cut 3/4 inch per foot tapered threads at each end in accordance with ANSI B1.20.1. Threads shall be cut prior to galvanizing to ensure corrosion protection adequately protects the threads. Conduit shall be provided with a matching coupling on one end and a color-coded thread protector on the other.

3. Conduit shall be coated on the exterior with a PVC jacket and coated on the interior with a layer of urethane. Conduit shall be manufactured in accordance with NEMA RN 1.

C. Conduit Bodies for use with PVC Coated Rigid Galvanized Steel Conduit

1. Conduit bodies shall be constructed of an electro-galvanized malleable iron alloy which is coated on the exterior with a PVC jacket and coated on the interior with a layer of urethane. Conduit bodies shall have integral threaded conduit hubs.

2. Conduit bodies for Class I, Division 1 hazardous areas shall be provided with integrally threaded covers constructed of an electro-galvanized malleable iron alloy which is coated on the exterior with a PVC jacket and coated on the interior with a layer of urethane.

3. Conduit bodies for all other areas shall be constructed of an electro-galvanized malleable iron alloy which is coated on the exterior with a PVC jacket and coated on the interior with a layer of urethane. Covers shall be affixed in place by stainless steel screws which thread directly into the conduit body and have a plastic encapsulated head. Covers that utilize wedge nuts or any other method of attachment to the conduit body are not acceptable. Covers shall be provided with matching gasket.

D. Conduit Couplings, Nipples, and Unions for use with PVC Coated Rigid Galvanized Steel Conduit

1. Couplings and nipples shall be threaded and shall be constructed of hot dipped galvanized steel which is coated on the exterior with a PVC jacket and coated on the interior with a layer of urethane. Split-type couplings that use compression to connect conduits are not acceptable.

2. Unions shall be threaded, rain-tight, and constructed of an electro-galvanized malleable iron alloy which is coated on the exterior with a PVC jacket and coated on the interior with a layer of urethane.

E. Conduit Expansion and Deflection Fittings for use with PVC Coated Rigid Galvanized Steel Conduit

1. Conduit expansion fittings and conduit deflection fittings shall be constructed of bronze or an electro-galvanized malleable iron alloy which is coated on the exterior with a PVC jacket and coated on the interior with a layer of urethane. Expansion and deflection fittings shall have threaded conduit connections.

2. Expansion fittings shall have an integral bonding jumper and deflection fittings shall have an external bonding jumper.

F. Conduit Seals for use with PVC Coated Rigid Galvanized Steel Conduit

1. Conduit seals shall be constructed of an electro-galvanized malleable iron alloy which is coated on the exterior with a PVC jacket and coated on the interior with a layer of urethane. Conduit seals shall have threaded conduit connections.

G. Conduit Termination Fittings for Use with PVC Coated Rigid Galvanized Steel Conduit

1. Conduit hubs shall be constructed of an electro-galvanized malleable iron alloy which is coated on the exterior with a PVC jacket and coated on the interior with a layer of urethane. Hubs shall have threaded connections to the conduit and enclosure. Hubs shall have a plastic insulated throat and shall be watertight when assembled to an enclosure.

2. Conduit bonding bushings shall be constructed of zinc plated malleable iron which is coated on the exterior with a PVC jacket and coated on the interior with a layer of urethane. Bonding bushings shall have a threaded conduit connection. Bonding bushing shall be provided with properly sized set screw for connecting bonding conductor and an integral plastic insulator rated for 150 degrees C located in the throat.

2.05 RIGID ALUMINUM CONDUIT AND ASSOCIATED FITTINGS

A. Conduit

1. Conduit shall be made of heavy wall high strength 6063 alloy aluminum with temper designation T1 as defined by the Aluminum Association. Conduit shall be manufactured in accordance with ANSI C80.5 and shall be UL 6A Listed.

2. Conduit shall be provided with factory-cut 3/4 inch per foot tapered threads at each end in accordance with ANSI B1.20.1. Threads shall be cut prior to galvanizing to ensure corrosion protection adequately protects the threads. Conduit shall be provided with a matching coupling on one end and a color-coded thread protector on the other.

B. Conduit Bodies for use with Rigid Aluminum Conduit

1. Conduit bodies shall be constructed of copper-free aluminum which is coated with an aluminum enamel finish. Conduit bodies shall have integral threaded conduit hubs.

2. Conduit bodies for Class I, Division 1 hazardous areas shall be provided with integrally threaded covers constructed of copper-free aluminum which is coated with an aluminum enamel finish.

3. Conduit bodies for all other areas shall be provided with stamped copper-free aluminum covers that are affixed in place by stainless steel screws which thread directly into the conduit body. Covers that utilize wedge nuts or any other method of attachment to the conduit body are not acceptable. Covers shall be provided with matching gasket.

C. Conduit Couplings, Nipples, and Unions for use with Rigid Aluminum Conduit

1. Couplings and nipples shall be threaded and shall be constructed of heavy wall high strength 6063 alloy aluminum with temper designation T1. Split-type couplings that use compression to connect conduits are not acceptable.

2. Unions shall be threaded, rain-tight, and constructed of copper-free aluminum which is coated with an aluminum enamel finish.

D. Conduit Expansion and Deflection Fittings for use with Rigid Aluminum Conduit

1. Conduit expansion fittings and conduit deflection fittings shall be constructed of copper-free aluminum which is coated with an aluminum enamel finish. Expansion and deflection fittings shall have threaded conduit connections.

2. Expansion fittings shall have an integral bonding jumper and deflection fittings shall have an external bonding jumper.

E. Conduit Seals for use with Rigid Aluminum Conduit

1. Conduit seals shall be constructed of copper-free aluminum which is coated with an aluminum enamel finish. Conduit seals shall have threaded conduit connections.

F. Conduit Termination Fittings for use with Rigid Aluminum Conduit

1. Conduit hubs shall be constructed of copper-free aluminum and shall have threaded connections to the conduit and enclosure. Hubs shall have a plastic insulated throat and shall be watertight when assembled to an enclosure.

2. Conduit locknuts shall be constructed of copper-free aluminum. Locknuts shall have internal threading. Locknuts with integral gasket or seal are not acceptable. Locknuts shall have integral bonding screw where required for proper bonding.

3. Conduit bonding bushings shall be constructed of copper-free aluminum. Bonding bushings shall have a threaded conduit connection. Bonding bushing shall be provided with properly sized set screw for connecting bonding conductor and an integral plastic insulator rated for 150 degrees C located in the throat.

2.06 PVC COATED RIGID ALUMINUM CONDUIT AND ASSOCIATED FITTINGS

A. General

1. Where an external coating of polyvinyl chloride (PVC) is specified for conduit and fittings, the coating shall be 40 mil (minimum) thickness. Where an internal coating of urethane is specified for conduit and fittings, the coating shall be 2 mil (minimum) thickness.

2. All conduit fittings shall have a sealing sleeve constructed of PVC which covers all connections to conduit. Sleeves shall be appropriately sized so that no conduit threads will be exposed after assembly.

B. Conduit

1. Conduit shall be made of heavy wall high strength 6063 alloy aluminum with temper designation T1. Conduit shall be manufactured in accordance with ANSI C80.5 and shall be UL 6A Listed.

2. Conduit shall be provided with factory-cut 3/4 inch per foot tapered threads at each end in accordance with ANSI B1.20.1. Threads shall be cut prior to galvanizing to ensure corrosion protection adequately protects the threads. Conduit shall be provided with a matching coupling on one end and a color-coded thread protector on the other.

3. Conduit shall be coated on the exterior with a PVC jacket and coated on the interior with a layer of urethane. Conduit shall be manufactured in accordance with NEMA RN 1.

C. Conduit Bodies for use with PVC Coated Rigid Aluminum Conduit

1. Conduit bodies shall be constructed of copper-free aluminum which is coated on the exterior with a PVC jacket and coated on the interior with a layer of urethane. Conduit bodies shall have integral threaded conduit hubs.

2. Conduit bodies for Class I Division 1 hazardous areas shall be provided with integrally threaded covers constructed of copper-free aluminum which is coated on the exterior with a PVC jacket and coated on the interior with a layer of urethane.

3. Conduit bodies for all other areas shall be constructed of copper-free aluminum which is coated on the exterior with a PVC jacket and coated on the interior with a layer of urethane. Covers shall be affixed in place by stainless steel screws which thread directly into the conduit body and have a plastic encapsulated head. Covers that utilize wedge nuts or any other method of attachment to the conduit body are not acceptable. Covers shall be provided with matching gasket.

D. Conduit Couplings, Nipples, and Unions for use with PVC Coated Rigid Aluminum Conduit

1. Couplings and nipples shall be threaded and shall be constructed of copper-free aluminum which is coated on the exterior with a PVC jacket and coated on the interior with a layer of urethane. Split-type couplings that use compression to connect conduits are not acceptable.

2. Unions shall be threaded, rain-tight, and constructed of copper free aluminum which is coated on the exterior with a PVC jacket and coated on the interior with a layer of urethane.

E. Conduit Expansion and Deflection Fittings for use with PVC Coated Rigid Aluminum Conduit

1. Conduit expansion fittings and conduit deflection fittings shall be constructed of copper-free aluminum which is coated on the exterior with a PVC jacket and coated on the interior with a layer of urethane. Expansion and deflection fittings shall have threaded conduit connections.

2. Expansion fittings shall have an integral bonding jumper and deflection fittings shall have an external bonding jumper.

F. Conduit Seals for use with PVC Coated Rigid Aluminum Conduit

1. Conduit seal shall be constructed of copper-free aluminum which is coated on the exterior with a PVC jacket and coated on the interior with a layer of urethane. Conduit seals shall have threaded conduit connections.

G. Conduit Termination Fittings for use with PVC Coated Rigid Aluminum Conduit

1. Conduit hubs shall be constructed of copper-free aluminum which is coated on the exterior with a PVC jacket and coated on the interior with a layer of urethane. Hubs shall have threaded connections to the conduit and enclosure. Hubs shall have a plastic insulated throat and shall be watertight when assembled to an enclosure.

2. Conduit bonding bushings shall be constructed of copper-free aluminum which is coated on the exterior with a PVC jacket and coated on the interior with a layer of urethane. Bonding bushings shall have a threaded conduit connection. Bonding bushing shall be provided with properly sized set screw for connecting bonding conductor and an integral plastic insulator rated for 150 degrees C located in the throat.

2.07 LIQUID TIGHT FLEXIBLE METAL CONDUIT (LFMC) AND ASSOCIATED FITTINGS

A. Conduit

1. Conduit shall be manufactured using a single strip of hot dip galvanized high strength steel alloy, helically formed into a continuously interlocked flexible metal conduit. Trade size 1-1/4 inch and smaller conduits shall be provided with an integrally woven copper bonding strip.

2. Conduit shall be covered with an outside PVC jacket that is UV resistant, moisture-proof, and oil-proof. Conduit shall be UL 360 Listed. Conduits shall be Listed for and marked with maximum temperature ratings as follows:

   a. 105 degrees C dry, 60 degrees C wet for all conduit installed against or within 2 inches of equipment capable of having a surface temperature of 80 degrees C or greater (e.g., blowers, incinerators, etc.)

   b. 80 degrees C dry, 60 degrees C wet for all other locations

B. Conduit Termination Fittings for use with LFMC

1. Conduit termination fittings shall be constructed of either 304 stainless steel or an electro-galvanized malleable iron alloy which is coated on the exterior with a 40 mil (minimum) PVC jacket and coated on the interior with a 2 mil (minimum) layer of urethane. PVC coated fittings shall have a sealing sleeve constructed of PVC which covers the connection to conduit.

2. Termination fittings shall have a threaded end with matching locknut and sealing ring for termination to equipment and shall have an integral external bonding lug where required for proper bonding. Termination fittings shall have a plastic insulated throat and shall be watertight when assembled to the conduit and equipment.

2.08 LIQUID TIGHT FLEXIBLE NONMETALLIC CONDUIT (LFNC) AND ASSOCIATED FITTINGS

A. Conduit

1. Conduit shall be constructed of rigid polyvinyl chloride (PVC), fabricated to provide flexibility. Conduit shall be covered with an outside PVC jacket that is UV resistant, moisture-proof, and oil-proof. Conduit shall be UL 1660 Listed and be Type LFNC-B.

B. Conduit Termination Fittings for use with LFNC

1. Conduit termination fittings shall be constructed PVC and shall have a threaded end with matching locknut and sealing ring for termination to equipment. Termination fittings shall be watertight when assembled to the conduit and equipment.

2.09 FLEXIBLE METAL CONDUIT (FMC) AND ASSOCIATED FITTINGS

A. Conduit

1. Conduit shall be manufactured using a single strip of hot dip galvanized high strength steel alloy, helically formed into a continuously interlocked flexible metal conduit. Conduit shall be UL 1 Listed.

B. Conduit Termination Fittings for use with FMC

1. Conduit termination fittings shall be constructed of an electro-galvanized malleable iron alloy. Fittings shall have a threaded end with matching locknut for termination to equipment, and a compression-style connection to the associated conduit.

2.10 ELECTRICAL METALLIC TUBING (EMT) AND ASSOCIATED FITTINGS

A. Conduit

1. Conduit shall be hot dipped galvanized on the inside and outside and made of cold-rolled steel tubing. Conduit shall be manufactured in accordance with C80.3 and shall be UL 797 Listed.

B. Conduit Bodies for use with EMT

1. Conduit bodies shall be constructed of an electro-galvanized malleable iron alloy which is coated with an acrylic paint finish. Conduit bodies shall have integral threaded conduit hubs.

2. Conduit bodies shall be provided with galvanized sheet steel covers that are affixed in place by stainless steel screws which thread directly into the conduit body. Covers that utilize wedge nuts or any other method of attachment to the conduit body are not acceptable. Covers shall be provided with matching gasket.

C. Conduit Couplings and Nipples for use with EMT

1. Couplings and nipples shall have threaded compression connectors with associated gland and shall be constructed of electro-galvanized steel. Fittings utilizing a set screw or indenter tool to secure the associated conduit to the fitting are not acceptable. Couplings and nipples shall be rain-tight and have a plastic insulated throat.

D. Conduit Expansion and Deflection Fittings for use with EMT

1. Conduit expansion fittings and conduit deflection fittings shall be constructed of an electro-galvanized malleable iron alloy which is coated with an acrylic paint finish. Expansion and deflection fittings shall have threaded conduit connections.

2. Expansion fittings shall have an integral bonding jumper and deflection fittings shall have an external bonding jumper.

E. Conduit Termination Fittings for use with EMT

1. Conduit termination fittings shall be constructed of electro-galvanized steel and have a plastic insulated throat. Termination fittings shall have a threaded compression connector with associated gland on one end and external threads on the other end. Termination fittings utilizing a set screw or indenter tool to secure the associated conduit to the fitting are not acceptable.

2. Conduit locknuts shall be constructed of zinc plated steel. Locknuts shall have internal threading. Locknuts shall have integral bonding screw where required for proper bonding.

2.11 CONDUIT BENDS

A. Rigid conduit bends, both factory-fabricated and field-fabricated, shall meet the same requirements listed in the articles above for the respective conduit type and material of construction.

B. Conduit bend radii for standard radius bends shall be no less than as follows:

Trade Size (inches)	3/4	1	1-1/4	1-1/2	2	2-1/2	3	3-1/2	4	5	6
Min. Radius (inches)	4-1/2	5-3/4	7-1/4	8-1/4	9-1/2	10-1/2	13	15	16	24	30

C. Conduit bend radii for long radius bends shall be no less than as follows:

Trade Size (inches)	3/4	1	1-1/4	1-1/2	2	2-1/2	3	3-1/2	4	5	6
Min. Radius (inches)	N/A	12	18	24	30	30	36	36	48	48	60

2.12 MISCELLANEOUS

A. Conduit Periphery Sealing

1. The sealing of the exterior surface of conduits to prevent water and/or air from passing around the conduit periphery from one space to another (where required) shall be through the use of one of the following:

a. A conduit sleeve and pressure bushing sealing system. Acceptable products are FSK by OZ-GEDNEY, Link-Seal by Crouse-Hinds, or Engineer approved equal.

b. A conduit sleeve that is two trade sizes larger than the conduit being sealed, with 2-hour fire rated UL 1479 Listed caulk filling the entire void between the conduit and sleeve. This method is only suitable for penetrations in non-fire rated walls and floors between spaces within buildings. This method shall not be used for the sealing of conduits leaving a building and/or structure.

2. Conduit penetrations through fire-rated walls and floors shall be made with an approved UL 1479 Listed product specifically intended for the trade size of the conduit.

B. Primer and Cement

1. Nonmetallic conduit shall be cleaned with primer and connected to fittings with the manufacturer's recommended cement that is labeled Low VOC.

C. Galvanizing Compounds

1. Galvanizing compounds for field application shall be the cold-applied type, containing no less than 93% pure zinc.

D. Conduit Interior Sealing

1. For all conduits that have cables inside, the sealing of the inside of the conduits against water ingress shall be achieved through the use of one of the following:

a. Two-part expanding polyurethane foam sealing compound, dispensed from a single tube which mixes the two parts as it is injected into the conduit. Expanding foam shall be compatible with the conduit material of construction as well as the outer jacket of the cables in the conduit. Acceptable products are Q-Pak 2000 by Chemque, FST by American Polywater Corporation, or Hydra-seal S-60 by Duraline.

b. Inflatable bag that provides seal around cables and around inside diameter of conduit. Provide appropriate quantity of additional fittings for applications with three or more cables in the conduit to be sealed. Acceptable products are Rayflate by Raychem, or Engineer approved equal. This sealing method is only applicable to conduits trade size 2 inch and larger.

c. Neoprene sealing ring provided with the required quantity and diameter of holes to accommodate the cables in each conduit. Sealing ring shall be compressed by two stainless steel pressure plates. Acceptable products are

type CSB by OZ-GEDNEY, or Engineer approved equal. This sealing method is only applicable to metallic conduits containing 4 or less cables.

2. The use of aerosol-based expanding foam sealants or any other method of sealing against water ingress not listed above is not acceptable.

3. For conduits identified as spares, the sealing of the inside of the conduit against water ingress shall be achieved by using appropriately sized rubber expanding-style conduit plugs. Plugs that are held in place only by friction are not acceptable.

E. Pull Rope

1. Pull ropes for empty and/or spare conduits shall be woven polyester, ½-inch wide, with a minimum tensile strength of 1250 lbs.

2. Pull ropes for the Contractors use in installing conductors shall be the size and strength required for the pull and shall be made of a non-metallic material.

PART 3 – EXECUTION

3.01 GENERAL

A. All conduit and associated fittings and appurtenances shall be installed in accordance with NECA 1.

B. Minimum trade size for all rigid conduits shall be 3/4 inch in exposed applications and 1 inch in embedded applications. Conduits installed within ductbanks shall be allowed to be increased in size to trade size 2 inch, at the Contractor's option, to accommodate the saddle size of the ductbank spacers. However, no combining of circuits shall be allowed in the larger conduits.

C. Minimum trade size for flexible conduits (where specifically allowed herein) shall be 1/2 inch in all applications.

D. Empty and/or spare conduits shall be provided with pull ropes which have no less than 12 inches of slack at each end.

E. Nonmetallic conduits for installations requiring less than a factory length of conduit shall be field cut to the required length. The cut shall be made square, cleaned of debris, and primer shall be applied to ready each joint for fusing. Conduits shall then be fused together with the conduit manufacturer's approved cement compound.

F. Metallic conduits for installations requiring less than a factory length of conduit shall be field cut to the required length. The cut shall be made square, be cleaned of all debris

and be de-burred, then threaded. Conduit threading performed in the field shall be ¾ inch per foot tapered threads in accordance with ANSI B1.20.1.

G. Conduits shall be protected from moisture, corrosion, and physical damage during construction. Install dust-tight and water-tight conduit fittings on the ends of all conduits immediately after installation and do not remove until conductors are installed.

H. Conduits shall be installed to provide no less than 12 inches clearance from pipes that have the potential to impart heat upon the conduit. Such pipes include, but are not limited to, hot water pipes, steam pipes, exhaust pipes, and blower air pipes. Clearance shall be maintained whether conduit is installed in parallel or in crossing of pipes.

I. Where non-metallic instrumentation conduits are installed exposed, the following clearances to other conduit types shall be maintained:

1. Instrumentation conduits installed parallel to conduits with conductors energized at 480V or above shall be 18 inches.

2. Instrumentation conduits installed parallel to conduits with conductors energized at 240V and below shall be 12 inches.

3. Instrumentation conduits installed at right angles to conductors energized at 480V and below shall be 6 inches.

4. Instrumentation conduits installed at right angles to conductors energized at voltages above 480V shall be 12 inches.

J. Where conduit fittings do not include an integral insulated bushing, an insulated bushing shall be installed at all conduit termination points.

K. Conduits which serve multi-section equipment shall be terminated in the section where wiring terminations will be made.

L. Conduits that terminate at roof mounted equipment shall be installed through the roof curb for the associated equipment to avoid additional roof penetrations wherever possible. Conduits that are installed horizontally on roof surfaces shall be supported by roof blocks that do not impact the roof manufacturer’s warranty and shall be installed at least 7/8 inch above the roof surface to avoid the need to further de-rate the conductors inside.

M. In no case shall conduit be supported or fastened to another pipe or be installed in a manner that would prevent the removal of other pipes for repairs. Spring steel fasteners may only be used to affix conduits containing lighting branch circuits within EMT conduits to structural steel members.

N. All field fabricated threads for rigid galvanized steel conduit shall be thoroughly coated with two coats of galvanizing compound, allowing at least two minutes to elapse between coats for proper drying.

O. The appropriate specialized tools shall be used for the installation of PVC coated conduit and conduit fittings. No damage to the PVC coating shall occur during installation. Conduit and conduit fittings with damaged PVC coating shall be replaced at the Contractor's cost. The use of PVC coating touch-up compounds is not permitted.

P. Conduits which emerge from within or below concrete encasement shall be PVC coated rigid galvanized steel in accordance with Standard Detail E-26-0102 where the conduit is not protected by an equipment enclosure that surrounds the conduit on all sides at the point where it emerges from the encasement.

Q. Aluminum conduits shall not be installed in direct contact with concrete surfaces. Where aluminum conduits are routed along concrete surfaces, they shall be installed with one-hole electro-galvanized malleable iron alloy straps with matching clamp-backs to space the conduit ¼ inch away from concrete surface. Where aluminum conduit passes through concrete, CMU or brick walls, the penetration shall be made such that the aluminum conduit does not come in contact with concrete, CMU, brick or mortar.

3.02 CONCEALED AND EMBEDDED CONDUITS

A. Conduits are permitted to be installed concealed and/or embedded with the following requirements:

1. Conduits shall not be installed horizontally when concealed within CMU walls, only vertical installation is acceptable.

2. Conduits installed embedded within concrete floors or walls shall be located so as not to affect the designed structural strength of the floor or wall. Embedded conduits shall be installed in accordance with Standard Detail S-03-0403 and ACI-318.

3. Where conduit bends emerge from concrete embedment, none of the curved portion of the bend shall be visible. Only the straight portion of the bend shall be visible. The straight portion shall emerge perpendicular to the embedment (i.e., neatly oriented 90-degrees to floor/slab/grade). Conduits that emerge in a non-perpendicular orientation are not acceptable.

4. Where multiple conduits emerge from concrete embedment or from concealment below a concrete floor, ample clear space shall be provided between conduits to allow for the appropriate and required conduit termination fittings to be installed.

5. Conduits installed embedded within concrete encasement of any kind shall be installed such that conduit couplings for parallel conduits are staggered so that they are not side by side.

B. Conduits are NOT permitted to be installed concealed and/or embedded for the following situations:

1. Conduits shall not be installed embedded within any water-bearing floors or walls. Conduits shall not be installed embedded within any liquid containment area floors or walls.

2. Conduits shall not be installed concealed within CMU walls or gypsum walls that are adjacent to Class I and II hazardous areas (Division 1 and Division 2).

3. Conduits shall not be installed concealed within CMU walls or gypsum walls that are adjacent to indoor Type 1 or Type 2 chemical storage/transfer areas.

3.03 CONDUIT FITTING USES AND APPLICATIONS

A. General

1. Conduit fittings shall be furnished and installed in the materials of construction as indicated in Part 2, herein. Conduit fitting materials of construction are dependent on the material of construction used for the associated conduit.

2. Conduit fittings shall be provided in the trade size and configuration required to suit the application.

B. Conduit Bodies

1. Conduit bodies shall be installed where wire pulling points are desired or required, or where changes in conduit direction or breaking around beams is required.

2. Where conduit bodies larger than trade size 2 inches are intended to be used as a pull-through fitting during wire installation, oversized or elongated conduit bodies shall be used. Oversized or elongated conduit bodies shall not be required if the conduit body is intended to be used as a pull-out point during wire installation.

C. Conduit Nipples and Unions

1. Conduits with running threads shall not be used in place of 3-piece couplings (unions) or close nipples. After installation of a conduit fitting of any kind, there shall be no more than ¼ inch of exposed threads visible. Factory fabricated all-thread nipples may be used between adjacent enclosures, however, the same restriction applies regarding the length of exposed threads that are visible.

D. Conduit Expansion and Deflection Fittings

1. Conduit expansion fittings shall be installed where required by the NEC and where indicated on the Drawings. Expansion fittings shall also be installed for exposed straight metallic conduit runs of more than 75 feet, in both indoor and outdoor locations. Expansion fittings for runs of non-metallic conduit shall be installed in accordance with the NEC.

2. Conduit deflection fittings shall be installed where required by the NEC and where conduits are installed (exposed and concealed) across structural expansion joints.

3. Unless otherwise specified herein, conduit expansion and deflection fittings shall be installed in accordance with the Installation Guidelines published within NEMA FB 2.40.

E. Conduit Seals: furnish at all indoor/outdoor transition points.

F. Conduit Termination Fittings

1. Where conduits terminate at enclosures with a NEMA 4, 4X, or 3R rating and the enclosure does not have integral conduit hubs, an appropriately sized watertight conduit hub shall be installed to maintain the integrity of the enclosure. The use of locknuts with integral gasket in lieu of watertight conduit hubs is not acceptable.

2. Where conduits terminate at enclosures that do not require conduit hubs, a two-locknut system shall be used to secure the conduit to the enclosure. One locknut shall be installed on the outside of the enclosure, and the other inside, drawn tight against the enclosure wall. The locknut on the interior of the enclosure shall be the type with integral bonding lug, or a conduit bonding bushing may be used in place of the interior locknut.

3. Conduits shall not be installed such that conduit fittings penetrate the top of any enclosure located outdoors, except in cases where specifically required by the serving electric utility. Conduits which serve outdoor equipment or an enclosure from above shall instead be routed into the side of the enclosure at the bottom. The conduit termination fitting shall be provided with a conduit drain to divert moisture from the raceway away from the enclosure.

3.04 MISCELLANEOUS

A. Conduit Periphery Sealing

1. All conduit penetrations through exterior walls shall be sealed around the periphery using the appropriate products specified in Part 2 herein to prevent air and/or water entry into the structure.

2. All conduit penetrations through interior walls and floors shall be sealed through the use of conduit sleeves and caulk as specified in Part 2 herein. Alternatively, mortar may be used to seal around the conduit periphery.

3. Conduit penetrations through fire-rated walls as floors shall be made with the appropriate fire rated penetration product.

B. Conduit Interior Sealing

1. All conduits (including spares) entering a structure below grade shall be sealed on the interior of the conduit against water ingress. Sealing shall be at an accessible location in the conduit system located within the building structure and shall be via one of the methods specified in Part 2 herein. If conduit sealing cannot be achieved at an accessible location within the building structure, sealing shall be placed in the conduits in the nearest manhole or handhole outside the structure.

2. Conduit interior sealing shall not be installed until conductors inside are tested and test results are deemed acceptable by the Engineer. Conduit interior sealing shall be installed prior to energization of the conductors inside.

END OF SECTION

Meeting Date: 04/09/2024 Item #8.

PROPOSAL TO PROVIDE

ITB 2023-05-UTL

Effluent Pump #3 Replacement

City of Cooper City, Office of the City Clerk
9090 SW 50th Place
Cooper City, FL 33328

SUBMITTED BY
Globaltech, Inc.
6001 Broken Sound Parkway NW
Suite 610
Boca Raton, Florida 33487

GLOBALTECH
A DESIGN BUILD COMPANY

SECTION VII BID PROPOSAL

ATTACHMENT A BID FORM
(Page 1 of 7)

City of Cooper City, Florida

Bid Form

(7 pages)

Effluent Pump#3 Replacement

ITB 2023-05-UTL

Bids Due: Monday, November 13, 2023

For information, contact the Purchasing Division:

The Purchasing Division
954-433-4300 Ext. 268
Purchasing@CooperCity.gov

Release Date: Friday, October 13, 2023

Submitted by: **Globaltech, Inc.**
(Company name)

PLEASE RETURN ONLY THIS BID FORM (7 PAGES) AND THE REQUIRED ATTACHMENTS.

ATTACHMENT A
(Page 2 of 7)

Project: EFFLUENT PUMP #3 REPLACEMENT
(COOPER CITY WASTEWATER TREATMENT PLANT)

Contract Identification: ITB 2023-05-UTL

Bids submitted to: Office of the City Clerk
City of Cooper City
9090 SW 50th Place
Cooper City, Florida, 33328

1. The undersigned submitter/proposes and agrees, if this Bid is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.

2. Bidder accepts all of the terms and conditions of the advertisement of Invitation to Bid and Instruction to Bidders including, without limitation, those dealing with the Bid requirements. This Bid will remain in full force for 120 days from bid opening date. Bidder will sign and submit an agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the City's Notice of Award.

3. If awarded the Contract, Bidder agrees to fully complete all necessary work within the time limits specified below after date of written Notice to Proceed, with such extensions of time as are provided for in the General Conditions

Substantial Completion:	335 calendar days from Notice to Proceed
Final Completion:	365 calendar days from Notice to Proceed

4. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement that:

   a. Bidder has examined copies of all plans, and bidding documents, contract specifications and instruction to bidders.
   b. Bidder has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
   c. Bidder has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.

d. Bidder has correlated the results of their studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
e. Bidder has given City written notice of all conflicts, errors or discrepancies that is has discovered in these documents and the written resolution thereof by City is acceptable to Bidder.
f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid, and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or the City.

5. Bid Copies:
ONE (1) ORIGINAL, TWO (2) COPIES and ONE (1) ELECTRONIC COPY (Flash Drive) of the Bid should be submitted to the City of Cooper City, City Hall, 9090 SW 50th Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk. If by US mail, Bids shall be submitted to 9090 SW 50th Place, Cooper City, Florida 33328.

6. Addenda, Additional Information-Contact with City Staff
Bidder acknowledges receipt of __3_____ (insert number) Addenda for this project Any addenda or answers to written questions supplied by the City to participating Bidders become part of this Invitation to Bid and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

No negotiations, decisions or actions shall be initiated or executed by the Bidder as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized expression. Also, only communications from bidder that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the bidder.

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City Purchasing Division. Questions must be emailed to Purchasing@CooperCity**.gov**., who may respond in kind with copies to all Bidders. **The deadline for submission of questions is 5:00PM, Monday, October 16, 2023.**

ATTACHMENT A
(Page 4 of 7)

The successful bidder shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties.

This contract must be executed by the successful bidder prior to recommendation of award and presentation to the City Commission.

7. Summary of Documents to be submitted with Bid

Mark Complete	Attachment Letter	Attachment Name
X	A	Bid Form
X	B	List of Subcontractors/Suppliers
X	C	Reference Form
X	D	Public Entity Crimes (PEC) Form
X	E	ADA Affidavit
X	F	Business Entity Affidavit
X	G	Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)
X	H	W-9, Request for Taxpayer Identification Number
X	I	Proof of Workers Compensation Insurance or Exemption
X	J	Proof of Liability Insurance
X	K	Ownership Disclosure Affidavit
X	L	Drug-Free Workplace Certificate
X	M	Employee Background Verification Affidavit
X	N	Scrutinized Companies Affidavit
X	O	Non-Conflict of Interest Statement
X	P	E-Verify Form
X	Q	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
X	R	Bid Bond (5%)
X	U	ARPA Agreement
X	W	Prohibition Against Consideration of Social, Political or Ideological Interests Affidavit
X	X	Compliance With Foreign Entity Laws Affidavit

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ATTACHMENT A

(Page 5 of 7)

Bidder's Contact Information

Name of Company: Globaltech, Inc.

Address: 6001 Broken Sound Pkwy NW, Suite 610 Boca Raton, FL 33487

Type of Business: Corporation

Company's Website: GlobaltechDB.com

Authorized Signatory Contact: Bruce Rahmani

Title: VP of Construction

Tel: 561-997-6433 Mobile: 954-882-1169

Email Address (Required): bruce@globaltechdb.com

Primary Contact: Bruce Rahmani

Title: VP of Construction

Tel: 561-997-6433 Mobile: 954-882-1169

Email Address (Required): bruce@globaltechdb.com

Additional Contact & Title: Angelica Torres, Estimator

Tel: 561-997-6433 Mobile:

Email Address (Required): ATorres@globaltechdb.com

ATTACHMENT A
(Page 6 of 7)

Remit to Address: 6001 Broken Sound Pkwy NW, Suite 610 Boca Raton, FL 33487

Remit to Contact: Name: Niurka Molina, Accounting Tel: 561-997-6433

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ATTACHMENT A
(Page 7 of 7)

EFFLUENT PUMP #3 REPLACEMENT
PRICING SHEET

Item No.	Item Description	UOM	Quantity	Price Each	Extended Price
1	Mobilization/Demobilization (Shall not Exceed 8% of Contract Value)	Lump Sum	1	$	$55,000
2	All work described in contract documents	Lump Sum	1	$	$715,900
				Grand Total	$770,900

Grand Total Price (in words): Seven hundred - seventy thousand - nine hundred

Submitted by: Bruce Rahmani

(Print)

Authorized Signature: Bruce Rahmani

(Sign)

Company Name: Globaltech, Inc.

STATE: **FLORIDA**
COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 20th day of November 2023 by: Bruce Rahmani
Name of person making statement

CINDY CHIN
Notary Public
State of Florida
Comm# HH257017
Expires 4/25/2026

Signature of Notary Public - State of Florida

Name of Notary Typed, Printed, or Stamped

Personally Known X **OR** Produced Identification _____

Type of Identification Produced _____

ATTACHMENT B LIST OF SUBCONTRACTORS/SUPPLIERS

Bidder shall list below information regarding subcontractors and suppliers who will perform work or labor or render service, or supply materials to the prime contractor in or about the construction of the Work or improvement, or subcontractors licensed by the State who, under subcontract to the prime contractor, specially fabricates and installs a portion of the Work or improvement according to the plans and specifications, in an amount in excess of two percent (2%) of the prime contractor's Total Bid Price. Failure to comply with requirements may render the Bid non-responsive and may cause its rejection.

Work to be Performed	Subcontractor License Number	Percent of Total Contract	Subcontractor's Name & Address
VFD Supplier			Icon Technologies
VT Pump			Carter Ver Plank

Note: Provide licenses, certifications, experience, and qualification forms for those subcontractors listed above. Include copies of the NF membrane manufacturer's warranty and projections for 0, 1, 3 and 5 years at the system's existing design parameters with the bid submission. Attach additional pages as needed.

ATTACHMENT C REFERENCE FORM

(Page 1 of 2)

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation. ***CITY OF COOPER CITY STAFF SHALL NOT BE USED AS A CLIENT REFERENCE*.**

1. ENTITY/COMPANY NAME: City of Riviera Beach

   ADDRESS: 600 West Blue Heron Blvd. Riviera Beach, FL 33404

   CONTACT NAME: John Armstrong

   CONTACT'S TITLE: Senior Utility Engineer

   TELEPHONE: (561) 845-3457

   E-MAIL (REQUIRED): jarmstrong@rivierabeach.org

   CONTRACT PERIOD: FROM: Feb 2021 TO: Oct 2023

   DESCRIPTION & FACILITY SIZE: A 17 MGD Facility

2. ENTITY/COMPANY NAME: Palm Beach County Water Utilities Department

   ADDRESS: 8100 Forest Hill Blvd. West Palm Beach, FL 33413

   CONTACT NAME: krystin Berntsen

   CONTACT'S TITLE: Deputy Director

   TELEPHONE: (561) 493-6027

   E-MAIL (REQUIRED): kberntsen@pbcwater.com

   CONTRACT PERIOD: FROM: Jan 2027 TO: Jan 2019

   DESCRIPTION & FACILITY SIZE: A 70 MGD Wastewater Facility

ATTACHMENT C
(Page 2 of 2)

3. ENTITY/COMPANY NAME: Florida Keys Aqueduct Authority

ADDRESS: 1100 Kennedy Drive Key West, FL 33040

CONTACT NAME: Donald Hubbs

CONTACT'S TITLE: Assistant Manager of Engineering

TELEPHONE: (305) 295-2142

E-MAIL (REQUIRED): dhubbs@fkaa.com

CONTRACT PERIOD: FROM: March 2014 TO: Sep 2015

DESCRIPTION & FACILITY SIZE: A 17 MGD Facility

This page shall be completed IN FULL and submitted with your bid.

PROJECTS COMPLETED

Project #1

Owner: City of Rivera Beach

Project Name: High Service Pump 2 and 5 Installation

Owner Project Number: GT-180292

Completion Date: October 2023 (See attached Certificate of Final Completion)

Contract Amount: $196,108.69

Scope: Installation of owner direct purchase 250 HP vertical turbine pump and associated electrical.

Project #2

Owner: Palm Beach County Water Utilities Department

Project Name: PBC ECR-FPL Reuse Improvements Phase 2

Owner Project Number: WUD 17-011

Completion Date: Jan 2019 (See attached Certificate of Final Completion)

Contract Amount: $1,639,071.62

Scope: Furnish and install VFD, pump can, chlorine pumps, sluice gates, and installation of owner furnish VT pump.

Project #3

Owner: Florida Keys Aqueduct Authority

Project Name: High Service Pump Replacement

Owner Project Number: 3218-13

Completion Date: September 2015 (See attached Certificate of Final Completion)

Contract Amount: $1,138,121.75

Scope: Furnish and install 5 vertical turbine HSP with new pump cans. Modify suction and discharge piping. Furnish and install new suction BFVs.

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: High Service Pump 2 and 5 Installation

Date of Substantial Completion: 3/17/2021

Design Builder's Project Number: 180292

Date of Agreement: 3/18/2021

Owner: City of Riviera Beach

Design Builder: Globaltech, Inc.

This Certificate of Substantial Completion Applies to:

☒ Entire Project ☐ The following specified portions:

Authorized representatives of the Owner and Design-Builder have jointly inspected the Work. They have verified that the Work identified above was substantially complete following the Contract Documents requirements on the above-stated date of Substantial Completion. The following items of Work remain to be completed before final payment (if necessary, attach punch list):

Owner's and Design-Builder's responsibilities pending final payment, if not otherwise stated in the Contract Documents, are as follows:

OWNER: Operations and Maintenance

DESIGN-BUILD ENTITY: Warranties (as of Date of Substantial Completion)

Except as noted below, warranties related to the Work identified above to which this Certificate of Substantial Completion applies to commence to run on the date of Substantial Completion:

Issued by DESIGN-BUILDER:

By: (Signature)

Name (Print): David Schuman

Title (Print) Vice President of Engineering

Date: 3/18/2021

Accepted by Owner:

By: (Signature)

Name (Print): JOHN ARMSTRONG

Title (Print) SR. UTILITIES ENGINEER

Date: 6/07/21

NOTE: RECEIVED PUMP VIBRATION/START-UP TEST REPORTS ON 6/04/21

CONTRACTOR'S CERTIFICATION OF FINAL COMPLETION

TO: Palm Beach County Water Utilities Department

PROJECT NAME: East Central Reginal Water Reclamation Facility Reclaimed Water Facility Improvements - Phase II

JOB NO.: Work Authorization No. 10

CONTRACT NO.: WUD 17-011

ATTN: John Evans

COUNTY: Palm Beach

ENGINEER: Globaltech, Inc.

FROM: Globaltech, Inc.
(Firm or Corporation)

This is to certify that I, Bernard P. Gandy am an authorized official of Globaltech, Inc working in the capacity of President/CEO and have been properly authorized by said firm or corporation to sign the following statements pertaining to the subject Contract:

I know of my own personal knowledge, and do hereby certify, that the work of the Contract described above has been performed, and materials used and installed in every particular, in accordance with, and in conformity to, the Contract Documents and approved changes thereto.

The contract work is now complete in all parts and requirements, and ready for your final inspection.

I understand that neither the determination by the Engineer that the work is complete, nor the acceptance thereof by the County, shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the Contract Documents.

Date of Final Completion: January 30, 2019

BY: _____ TITLE: President/CEO

FOR: Globaltech, Inc.

Recommended by the ENGINEER:

By: _____ JOHN K. EVANS Date: 2/15/19
Construction Manager Print Name

County acknowledges receipt of this Certificate of Final Completion:

By: _____ Krystin Bernsen Date: 2-15-2019
Director of Engineering Services Print Name

Florida Keys Aqueduct Authority
1100 Kennedy Drive
Key West, Florida 33040
Telephone (305) 296-2454
www.fkaa.com

J. Robert Dean
Chairman
District 3

Antoinette M. Appell
Vice-Chairman
District 4

Cara Higgins
District 1

David C. Ritz
District 5

Kirk C. Zuelch
Executive Director

CERTIFICATE OF COMPLETION
HIGH SERVICE PUMP REPLACEMENT

CONTRACTOR'SNAME: Globaltech Inc.

FKAA PROJECT NUMBER: 3218-13

JOB DESCRIPTION, LOCATION: The project consists of the replacement of the High Service Pump located at the Florida Keys Aqueduct Authority J. Robert Dean Water Treatment Facility in Florida City, Florida.

1. DATE OF INSPECTION: 9/10/15

The Performance and Payment Bonds shall remain in full force and effect for one (1) year pursuant to the requirements of Florida State Statute 255.05 as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both. The FKAA shall make such repairs and/or replacements of defective work and the Principal and/or its Surety shall be liable to the FKAA for its costs arising therefrom.

3. THE WORK ON THE ABOVE CONTRACT WAS COMPLETE AS OF:

Date:_____ Gary Grinder Digitally signed by Gary Grinder DN: cn=Gary Grinder, o=FKAA, ou=Engineering, email=ggrinder@fkaa.com, c=US Date: 2015.11.04 20:03:26 -05'00'

Contract Field Representative

4. THE ABOVE IS ACKNOWLEDGED AND ACCEPTED:

Witness: _____ _____

Globaltech Inc.

Date: 3rd November 2015 _____

FKAA's Project Manager

Date:_____ _____

Deputy Executive Director
Utility of Operations

ATTACHMENT D PUBLIC ENTITY CRIMES (PEC) FORM
(Page 1 of 3)

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: Bruce Rahmani, VP of Construction
(print individual's name and title)

for: Globaltech, Inc.
(print name of entity submitting sworn statement)

whose business address is: 6001 Broken Sound Pkwy NW Suite 610 Boca Raton FL 33487

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0577811.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

ATTACHMENT D
(Page 2 of 3)

a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

__X__ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public

interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

ATTACHMENT D
(Page 3 of 3)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

B Rahmani
Signature

STATE: **FLORIDA**
COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 20th day of November, 2023, by: Bruce Rahmani.
Name of person making statement

CINDY CHIN
Notary Public
State of Florida
Comm# HH257017
Expires 4/25/2026

Signature of Notary Public - State of Florida

Name of Notary Typed, Printed, or Stamped

(NOTARY SEAL)

Personally Known X **OR** Produced Identification _____

Type of Identification Produced _____

ATTACHMENT E ADA AFFIDAVIT
(Page 1 of 2)

AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: Bruce Rahmani, VP of Construction
(print individual's name and title)

for: Globaltech, Inc.
(print name of entity submitting sworn statement)

whose business address is: 6001 Broken Sound Pkwy NW Suite 610 Boca Raton FL 33487

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0577811
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

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ATTACHMENT E
(Page 2 of 2)

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

B. Rahmani
Signature

STATE: **FLORIDA**
COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 20th day of November, 2023, by: Bruce Rahmani.
Name of person making statement

CINDY CHIN
Notary Public
State of Florida
Comm# HH257017
Expires 4/25/2026

NOTARY SEAL

Signature of Notary Public - State of Florida

Name of Notary Typed, Printed, or Stamped

Personally Known X **OR** Produced Identification _____

Type of Identification Produced _____

City of Cooper City, Florida
ITB 2023-05-UTL, Effluent Pump #3 Replacement

ATTACHMENT F BUSINESS ENTITY AFFIDAVIT

I, Bruce Rahmani, being first duly sworn state:

The full legal name and business address of the person(s) or entity proposing to contract or transact business with the City of Cooper City ("City") are (Post Office addresses are not acceptable), as follows:

65-0577811
Federal Employer Identification Number (FEIN) (If none, Social Security Number)

Globaltech, Inc.
Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

6001 Broken Sound Pkwy NW	Suite 610	Boca Raton	FL	33487
Street Address	Suite	City	State	

FL 04/01/1995
State and Date of Incorporation:

Signature of Affiant — *Date* 11/20/23

Bruce Rahmani
Print Name

STATE: **FLORIDA**
COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 20th day of November, 2023, by: Bruce Rahmani.
Name of person making statement

CINDY CHIN
Notary Public
State of Florida
Comm# HH257017
Expires 4/25/2026

Signature of Notary Public - State of Florida

Name of Notary Typed, Printed, or Stamped

Personally Known X OR Produced Identification ____

Type of Identification Produced ____

ATTACHMENT G FOREIGN (NON-FLORIDA) CORPORATE STATEMENT (IF APPLICABLE)

(Page 1 of 2)

N/A

FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO._____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

(1) A foreign corporation may not transact business in this state until it obtains a certificate of authority form the Department of State.

(2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):

_____ (a) Maintaining, defending, or settling any proceedings.

_____ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.

_____ (c) Maintaining bank accounts.

_____ (d) Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.

_____ (e) Selling through independent contractors.

_____ (f) Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders

_____ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.

_____ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.

_____ (i) Transacting business in interstate commerce.

_____ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.

_____ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.

_____ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.

_____ (m) Owning, without more, real or personal property.

The list of activities of subsection (2) is not exhaustive.

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PROCEED TO NEXT PAGE

N/A

ATTACHMENT G
(Page 2 of 2)

(3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm in NOT a corporation:

(I)_____Partnership, Joint Venture, Estate or Trust
(II)_____Sole Proprieties of Self Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

_____ _____
SIGNATURE OF AUTHORIZED AGENT OF PROPOSER BIDDER'S LEGAL NAME

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Globaltech, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6001 Broken Sound Pkwy NW, Ste. 610

Requester's name and address (optional)

6 City, state, and ZIP code

Boca Raton, FL 33487

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

6	5	–	0	5	7	7	6	1	1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 7/7/2023

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

ATTACHMENT I PROOF OF WORKERS COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

In order to provide services or goods to City of Cooper City, we require that you provide us either proof of workers' compensation coverage or proof of exemption.

Workers' compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers' compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers' compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt.* This form can be found at https://www.floridawc.com/workers-comp-insurance/flwc/2011/04/exemptionform.pdf

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

- If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
- If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers' compensation insurance as per the requirements as outlined above, you must complete the attached Workers' compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers' compensation and need to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: www.faia.com, www.piafl.org, or call (850) 893-8245.

Please be reminded that the furnishing of this information to City of Cooper City is a non-negotiable requirement to perform services for us. Failure to provide this information in a timely manner may result in either termination of your services or delay of payment for services. Your workers' compensation Certificate of Coverage, Workers' Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Purchasing Division located at City Hall, 9090 SW 50th Place, Cooper City, Florida 33328, or emailed to Purchasing@CooperCity.gov

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Christopher Moore	
Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309	PHONE (A/C, No, Ext): (954) 776-2222	FAX (A/C, No): (954) 776-4446
	E-MAIL ADDRESS: 053.certs@bbrown.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Globaltech, Inc. 6001 Broken Sound Pkwy NW #610 Boca Raton FL 33487	INSURER A: Amerisure Mutual Insurance Company	23396
	INSURER B: The North River Insurance Company	21105
	INSURER C: Amerisure Insurance Company	19488
	INSURER D: Indian Harbor Insurance Company	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:			CPP20796571302	11/01/2023	11/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			CA20796541201	11/01/2023	11/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			5821222806	11/01/2023	11/01/2024	EACH OCCURRENCE AGGREGATE 	$ 3,000,000 $ 3,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC20796551201	11/01/2023	11/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability and Pollution Liability			PEC004442309	11/01/2023	11/01/2024	Each Claim/Act Aggregate Deducitble	$3,000,000 $3,000,000 $50,000

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

CERTIFICATE HOLDER

Proof Of insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ATTACHMENT J PROOF OF LIABILITY INSURANCE

REQUEST FOR CERTIFICATE(S) OF INSURANCE

Dear Valued Vendor:

It is the City of Cooper City's policy to work only with properly insured companies. Please provide current Certificates of Insurance that include the following minimum coverages:

- Comprehensive General Liability Insurance - $1,000,000 combined single limit of insurance per occurrence and $2,000,000 in the general aggregate for Bodily Injury and Property Damage and $3,000,000 general aggregate for Products/Completed Operations. Comprehensive General Liability insurance shall include endorsements for property damage, personal injury, contractual liability, completed operations, products liability and independent contractor's coverage.

- Workers' Compensation Insurance - Company shall provide coverage for its employees with statutory workers' compensation limits, and no less than $500,000 for Employers' Liability. Said coverage shall include a blanket waiver of subrogation in favor of the City and its agents, employees and officials.

- Comprehensive Automobile Liability Insurance - Company shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than $1,000,000, per occurrence, Combined Single Limits (CSL) or its equivalent.

- Professional Liability (Errors & Omissions) – When applicable to Company's line of work, vendors of professional services shall provide coverage for all claims arising out of the services performed with limits not less than$1,000,000 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit. Company shall either require of its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Bidder's own policies.

No later than fifteen (15) days prior to the commencement of the project, Contractor, at its own expense, shall provide the City with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured on a primary and non-contributory basis for all applicable policies. Additionally, the Contractor shall provide the City with a copy of the certificates of insurance and a copy of the additional insured endorsement reflecting the same insurance coverage for all subcontractors utilized by Contractor.

The City shall be granted a blanket Waiver of Subrogation on all applicable policies, and affirmed on the Certificate of Liability Insurance and the policy endorsement. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.

To ensure compliance, your insurance agent/company must provide your certificate(s) directly to the City. Certificates may be emailed to Purchasing@CooperCity.gov or mailed to City of Cooper City, Attn: Purchasing Division, 9090 SW 50th Place, Cooper City, FL 33328.

Thank you for your prompt attention to this request. If you have any questions, please email the Purchasing Division at Purchasing@CooperCityFL.org, or call 954-434-4300.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Christopher Moore	
Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309	PHONE (A/C, No, Ext): (954) 776-2222	FAX (A/C, No): (954) 776-4446
	E-MAIL ADDRESS: 053.certs@bbrown.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Globaltech, Inc. 6001 Broken Sound Pkwy NW #610 Boca Raton FL 33487	INSURER A : Amerisure Mutual Insurance Company	23396
	INSURER B : The North River Insurance Company	21105
	INSURER C : Amerisure Insurance Company	19488
	INSURER D : Indian Harbor Insurance Company	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			CPP20796571302	11/01/2023	11/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			CA20796541201	11/01/2023	11/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			5821222806	11/01/2023	11/01/2024	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC20796551201	11/01/2023	11/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability and Pollution Liability			PEC004442309	11/01/2023	11/01/2024	Each Claim/Act Aggregate Deducitble	$3,000,000 $3,000,000 $50,000

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

CERTIFICATE HOLDER

Proof Of insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Sunbiz.org CORPORATIONS
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Previous On List Next On List Return to List Globaltech, Inc. Search

No Events **No Name History**

Detail by Entity Name

Florida Profit Corporation
GLOBALTECH, INC.

Filing Information

Document Number	P95000030137
FEI/EIN Number	65-0577611
Date Filed	04/05/1995
Effective Date	04/01/1995
State	FL
Status	ACTIVE

Principal Address

6001 BROKEN SOUND PKWY NW
STE. 610
BOCA RATON, FL 33487

Changed: 01/25/2013

Mailing Address

6001 BROKEN SOUND PKWY NW
STE. 610
BOCA RATON, FL 33487

Changed: 01/25/2013

State of Florida
Department of State

I certify from the records of this office that GLOBALTECH, INC. is a corporation organized under the laws of the State of Florida, filed on April 5, 1995, effective April 1, 1995.

The document number of this corporation is P95000030137.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 24, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fourth day of January, 2023

Secretary of State

Tracking Number: 4443241106CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

RAHMANI, BEHROZ

22810 WILDERNESS WAY
BOCA RATON FL 33428

LICENSE NUMBER: PE87355

EXPIRATION DATE: FEBRUARY 28, 2025

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

1023

Meeting Date: 04/09/2024 Item #8.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

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

GANDY, BERNARD PAUL

GLOBALTECH INC
6001 BROKEN SOUND PKWY NW
STE 610
BOCA RATON FL 33487

LICENSE NUMBER: CGC1507230

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

1024

Meeting Date: 04/09/2024 Item #8.

City of Cooper City, Florida
ITB 2023-05-UTL, Effluent Pump #3 Replacement

ATTACHMENT K OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name	Address	Ownership
Bernard Paul Gandy	22203 Waterside Drive Boca Raton, FL 33428	62 %
Behroz Rahmani	22810 Wilderness Way Boca Raton, FL 33428	26 %
David Alan Schuman	6948 NW 1st St. Margate, FL 33063	9 %
Richard Dale Olson	12839 Cocoa Pine Dr. Boynton Beach, FL 33436	3%

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

None

B Rahmani
Signature of Affiant

Bruce Rahmani
Print Name

11/18/23
Date

STATE: FLORIDA
COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 18th day of November, 2023, by: Bruce Rahmani.
Name of person making statement

CINDY CHIN
Notary Public
State of Florida
Comm# HH257017
Expires 4/25/2026
(NOTARY SEAL)

Signature of Notary Public - State of Florida

Name of Notary Typed, Printed, or Stamped

Personally Known X OR Produced Identification ____

Type of Identification Produced ____

City of Cooper City, Florida
ITB 2023-05-UTL, Effluent Pump #3 Replacement

ATTACHMENT L DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, (**print or type name of firm**)

Globaltech, Inc.

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

B. Rahmani
Signature of Affiant

Bruce Rahmani
Print Name

11/17/23
Date

STATE: **FLORIDA**
COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 17th day of November, 2023 by: Bruce Rahmani.
Name of person making statement

CINDY CHIN
Notary Public
State of Florida
Comm# HH257017
Expires 4/25/2026

NOTARY SEAL

Signature of Notary Public - State of Florida

Name of Notary Typed, Printed, or Stamped

Personally Known X **OR** Produced Identification ____

Type of Identification Produced ____

City of Cooper City, Florida
ITB 2023-05-UTL, Effluent Pump #3 Replacement

ATTACHMENT M EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, Bruce Rahmani, of Globaltech, Inc., attest that all personnel used in

(*Print Name*) (*Company Name*)

the performance of this work have had a criminal background check with a passing grade; and have been drug tested with a passing grade and are legally documented to work in the United States.

B. Rahmani
Signature of Affiant

Bruce Rahmani
Print Name

11/17/23
Date

STATE: FLORIDA
COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 17th day of November, 2023, by: Bruce Rahmani.
Name of person making statement

CINDY CHIN
Notary Public
State of Florida
Comm# HH257017
Expires 4/25/2026

(NOTARY SEAL)

Signature of Notary Public - State of Florida

Name of Notary Typed, Printed, or Stamped

Personally Known X OR Produced Identification ____

Type of Identification Produced ____

ATTACHMENT N SCRUTINIZED COMPANIES AFFIDAVIT

(Page 1 of 2)

Certification pursuant to Florida Statute § 287.135 and § 215.473

I, Bruce Rahmani, VP of Construction, on behalf of, Globaltech, Inc.

Print Name and Title **Company Name**

certify that Globaltech, Inc. does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

ATTACHMENT N
(Page 2 of 2)

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Globaltech, Inc.
COMPANY NAME

Bruce Rahmani,
PRINT NAME

VP of Construction
TITLE

B Rahmani
SIGNATURE

STATE: **FLORIDA**
COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 20th day of November, 2023 by: Bruce Rahmani.
Name of person making statement

CINDY CHIN
Notary Public
State of Florida
Comm# HH257017
Expires 4/25/2026

Signature of Notary Public - State of Florida

Name of Notary Typed, Printed, or Stamped

[NOTARY SEAL]

Personally Known X OR Produced Identification ____

Type of Identification Produced ____

City of Cooper City, Florida
ITB 2023-05-UTL, Effluent Pump #3 Replacement

ATTACHMENT O NON-CONFLICT OF INTEREST STATEMENT
(Page 1 of 2)

A. A. I am the VP of Construction [Insert Title] of Globaltech, Inc. [Insert Company Name]

with a local office in Boca Raton, FL and principal office in Boca Raton, FL.

B. The entity hereby submits a proposal/offer in response to **ITB 2023-05-UTL,**

C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

E. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cooper City government.

J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

ATTACHMENT O
(Page 2 of 2)

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment is true and correct at the time of submission.

B. Rahmani — 11/17/23

Signature of Affiant — **Date**

Bruce Rahmani, VP of Construction
Printed Name & Title of Affiant

STATE: **FLORIDA**
COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 17th day of November, 2023, by: Bruce Rahmani.
Name of person making statement

CINDY CHIN
Notary Public
State of Florida
Comm# HH257017
Expires 4/25/2026

Signature of Notary Public - State of Florida

Name of Notary Typed, Printed, or Stamped

Personally Known X **OR** Produced Identification _____

Type of Identification Produced _____

ATTACHMENT P E-VERIFY FORM
(Page 1 of 3)

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TO BE RETURNED WITH PROPOSAL

Project Name: Effluent Pump #3 Replacement

Project No.: ITB 2023-05-UTL

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

c) Should bidder become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

City of Cooper City, Florida
ITB 2023-05-UTL, Effluent Pump #3 Replacement

ATTACHMENT P
(Page 3 of 3)

Company Name: Globaltech, Inc.
Authorized Signature: B Rahmani
Print Name: Bruce Rahmani
Title VP of Construction
Date: 11/17/23
Phone: 561-997-6433

STATE: **FLORIDA**
COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 17th day of November, 2023, by: Bruce Rahmani.
Name of person making statement

CINDY CHIN
Notary Public
State of Florida
Comm# HH257017
Expires 4/25/2026

(NOTARY SEAL)

Signature of Notary Public - State of Florida

Name of Notary Typed, Printed, or Stamped

Personally Known X **OR** Produced Identification _____

Type of Identification Produced _____

ATTACHMENT Q CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

SUBCONTRACTOR COVERED TRANSACTIONS

N/A, no subcontractors

(1) The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Cooper City
Sub-Recipient's Name

DEM Contract Number [N/A]

FEMA Project Number [N/A]

ATTACHMENT R BID BOND (5%)

Nielson, Rosenhaus & Associates
a Member of Nielson, Hoover & Company, Inc.

220 Congress Park, Suite 100, Delray Beach, FL 33445 | PH: 561-454-8210 | FAX: 561-454-8170 | www.performancebonds.com

****Bid Bond Attached****

To: Globaltech, Inc.
Attn: Niurka Molina

Date: 11/8/23
Originals: 2

Attached, please find the bid bond for the following:

Bid Date: 11/13/23 **Estimated Bid Amt:** $1,000,000.00**
Owner: City of Cooper City
Project: Effluent Pump #3 Replacement (Cooper City Wastewater Treatment Plant), ITB 2023-05-UTL

**NOTE, *should your bid exceed the above estimate by 10% or greater, we must be notified. Please call (727) 258-0805 or (561) 713-1455.*

In order to maintain accurate records to better serve you, we request your assistance in providing bid results once they become available.

PLEASE EMAIL BID RESULTS TO RITA
MLAZARIDES@NIELSONBONDS.COM

Results:

Contractor Name	***Bid Amount***
Low Bidder_____	$_____
2nd Bidder_____	$_____
3rd Bidder_____	$_____
******If your bid exceeds the first three:*	$_____

Thank you for your assistance & **GOOD LUCK!**
Sincerely,

Nielson, Rosenhaus & Associates, Inc.
West Palm Beach

THE INFORMATION CONTAINED IN THIS FAX IS INTENDED FOR THE USE OF THE INDIVIDUAL(S) NAMED BELOW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT(S) OR EMPLOYEE/AGENT RESPONSIBLE TO DELIVER IT TO THE INTENDED RECIPIENT(S), YOU ARE HEREBY ADVISED THAT ANY DISSEMINATION, DESTRUCTION OR COPYING OF THIS COMMUNICATION IS PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE BE KIND ENOUGH TO NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL TO US BY MAIL AT THE ABOVE ADDRESS.
IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Globaltech, Inc.
6001 Broken Sound Parkway NW, Suite 610
Boca Raton, FL 33487

SURETY:
(Name, legal status and principal place of business)

Arch Insurance Company
Harborside 3, 210 Hudson Street Suite 300
Jersey City, NJ 07311-1107

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Cooper City
9090 SW 50th Place
Cooper City, FL 33328

BOND AMOUNT: $ 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Effluent Pump #3 Replacement (Cooper City Wastewater Treatment Plant), ITB 2023-05-UTL

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of November, 2023

Globaltech, Inc.
(Principal) *(Seal)*

(Witness)

By:
(Title)

Arch Insurance Company
(Surety) *(Seal)*

Rita Lazarides
(Witness) Rita Lazarides

By: Brett Rosenhaus
(Title) Brett Rosenhaus Attorney-in-Fact

S-0054/AS 8/10

Meeting Date: 04/09/2024 Item #8.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the n
Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:
That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Brett Rosenhaus of Delray Beach, FL Charles D. Nielson, Charles J. Nielson, David R. Hoover and Jarrett Merlucci of Miami Lakes, FL (EACH) F. Danny Gann, Edward T. Ward and Audria R. Ward of Atlanta, GA (EACH) John R. Neu and Kevin Wojtowicz of St. Petersburg, FL (EACH) Laura D. Mosholder of Orlando, FL

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars ($90,000,000.00).
This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:
"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **2nd day of June, 2022**.

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company
CORPORATE SEAL 1971
Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
MICHELE TRIPODI, Notary Public
Philadelphia County
My Commission Expires July 31, 2025
Commission Number 1168622

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION
I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated June 2, 2022** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 13 **day of** November **20**23.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

Arch Insurance Company
CORPORATE SEAL 1971
Missouri

***To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at* SuretyAuthentic@archinsurance.com**
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Globaltech, Inc.
6001 Broken Sound Parkway NW, Suite 610
Boca Raton, FL 33487

SURETY:
(Name, legal status and principal place of business)

Arch Insurance Company
Harborside 3, 210 Hudson Street Suite 300
Jersey City, NJ 07311-1107

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Cooper City
9090 SW 50th Place
Cooper City, FL 33328

BOND AMOUNT: $ 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Effluent Pump #3 Replacement (Cooper City Wastewater Treatment Plant), ITB 2023-05-UTL

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of November, 2023

Globaltech, Inc.
(Principal) *(Seal)*

(Witness)

By:
(Title)

Rita Lazarides
(Witness) Rita Lazarides

Arch Insurance Company
(Surety) *(Seal)*

By: Brett Rosenhaus
(Title) Brett Rosenhaus Attorney-in-Fact

Meeting Date: 04/09/2024 Item #8.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the ma
Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:
That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Brett Rosenhaus of Delray Beach, FL Charles D. Nielson, Charles J. Nielson, David R. Hoover and Jarrett Merlucci of Miami Lakes, FL (EACH) F. Danny Gann, Edward T. Ward and Audria R. Ward of Atlanta, GA (EACH) John R. Neu and Kevin Wojtowicz of St. Petersburg, FL (EACH) Laura D. Mosholder of Orlando, FL

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars ($90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:
"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **2nd day of June, 2022**.

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company — CORPORATE SEAL 1971 — Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
MICHELE TRIPODI, Notary Public
Philadelphia County
My Commission Expires July 31, 2025
Commission Number 1168622

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated June 2, 2022** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 13 **day of** November **20** 23.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

Arch Insurance Company — CORPORATE SEAL 1971 — Missouri

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

ATTACHMENT U ARPA AGREEMENT

Agreement Number: Y5181
Unique Identifier Code: FL0061

AMERICAN RESCUE PLAN ACT
CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT

This Agreement is entered into by and between the State of Florida, Division of Emergency Management (the "Division") and Cooper City, City of (the "Non-Entitlement Unit" or "Recipient").

RECITALS

A. Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, §9901) added section 603(a) to the Social Security Act ("ARPA"), which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic ("Fiscal Recovery Funds"); and
B. Following the enactment of ARPA, the U.S. Department of the Treasury ("Treasury" or "Secretary") released formal and informal guidance regarding implementation of ARPA, including the disbursement and expenditure of Fiscal Recovery Funds, including Treasury Interim Final Rule, 31 CFR pt. 35, 2021, attending rule guidance published in the Federal Register, Volume 86, No 93,[1], and informal guidance made publicly available by Treasury, which may be amended, superseded, or replaced during the term of this Agreement ("Treasury Guidance"); and
C. ARPA allocated **$7,105,927,713.00** for making payments to metropolitan cities, non-entitlement units of local government, and counties in Florida, 21% of which is to be paid directly to metropolitan cities in Florida, 59% of which was paid directly to counties in Florida, and 20% of which is to be paid to the State of Florida for distribution to non-entitlement units of local government; and
D. The Secretary disbursed **$5,689,502,590.00** of these funds directly to metropolitan cities and counties; and
E. A remaining balance of **$1,416,425,123.00** was reserved for the State of Florida to disburse to non-entitlement units of local government; and
F. The Division has received these funds from the Secretary through the State of Florida in accordance with the provisions of ARPA; and
G. Pursuant to the provisions of ARPA, the Division is the state entity responsible for disbursing the funds to the Recipient under this Agreement; and
H. The Recipient is fully qualified and eligible to receive this funding in accordance with ARPA for the purposes identified therein.

Therefore, in consideration of the mutual promises, terms and conditions contained herein, the Division and the Recipient agree as follows:

(1) RECITALS. The foregoing recitals are true and correct and are incorporated herein by reference.

(2) TERM. This Agreement shall be effective **upon execution** and shall end on **December 31, 2024**, unless terminated earlier in accordance with the provisions of this Agreement. Upon expiration or termination of this Agreement for any reason, the obligations which by their nature are intended to survive expiration or termination of this Agreement will survive.

(3) FUNDING. The State of Florida, through the Division, will make a disbursement of each non-entitlement unit of local government's allocation based on the list of non-entitlement units published by Treasury and based upon the State's calculation of the Recipient's proportional share of the total population of all non-entitlement units in the State. The total Fiscal Recovery Funds allocation for Recipient under this Agreement is **$17,930,560.00**.

(4) USE OF FISCAL RECOVERY FUNDS
   a. The State, through the Division, will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make an initial disbursement to the non-entitlement

[1] https://www.regulations.gov/document/TREAS-DO-2021-0008-0002 | Federal Register, Vol. 86, No. 93, Pg. 26786 ("Federal Register")

unit of local government of 50% of the total amount allocated to the non-entitlement unit.[2] Not earlier than 12 months from the date upon which the State makes the initial disbursement, the Secretary is expected to release the Second Tranche amount to the State. The State will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make a second disbursement to the non-entitlement unit of local government.

b. Recipients may use payments for any expenses eligible under ARPA Coronavirus State and Local Fiscal Recovery Funds. Payments are not required to be used as the source of funding of last resort.
c. ARPA requires that Fiscal Recovery Funds may only be used to cover expenses incurred by the non-entitlement unit of local government by December 31, 2024[3], such as:
    i. to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
    ii. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the non-entitlement unit of local government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
    iii. for the provision of government services to the extent of the reduction in revenue of such non-entitlement unit of local government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the non-entitlement unit of local government; or
    iv. to make necessary investments in water, sewer, or broadband infrastructure.
d. As specified in the Treasury Guidance, Eligible Use of Fiscal Recovery Funds falls under four categories, including (1) Public Health and Economic Impacts, (2) Premium Pay for Essential Workers, (3) Revenue Loss, and (4) Investments in Infrastructure.
    i. Public Health and Economic Impacts: Examples of eligible uses of Fiscal Recovery Funds under this category include, but are not limited to:
        1. COVID-19 Mitigation and Prevention expenses, such as vaccination programs, medical care, testing, personal protective equipment (PPE), and ventilation improvements;[4]
        2. Medical expenses, including both current expenses and future medical services for individuals experiencing prolonged symptoms and health complications from COVID-19;[5]
        3. Payroll expenses for public safety, public health, health care, human services, and other similar employees, to the extent that their services are devoted to mitigating or responding to COVID-19;[6]
        4. Efforts to remedy the economic impact of the COVID-19 public health emergency on households, individuals, businesses, and state, local, and tribal governments;[7] and
        5. Efforts to remedy pre-existing economic disparities which were exacerbated by the COVID-19 public health emergency.[8]
    ii. Premium Pay: Fiscal Recovery Funds may also be used to provide premium pay to essential workers, per Treasury Guidance's definition of "essential work."[9] Examples of essential workers include, but are not limited to:
        1. Staff at nursing homes, hospitals, and home care settings;
        2. Workers at farms, food production facilities, grocery stores, and restaurants;
        3. Janitors, truck drivers, transit staff, and warehouse workers
        4. Public health and safety staff;
        5. Childcare workers, educators, and other school staff; and

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[2] "First Tranche Amount," American Rescue Plan Act of 2021, H.R. s. 601(b)(7) "Timing"
[3] https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf
[4] See Federal Register, pg. 26790.
[5] *Id.*
[6] *Id.* at. 26791
[7] *Id* at 26791-26797
[8] *Id.*
[9] *Id.* at 26797

6. Social service and human services staff.[10]

iii. Revenue Loss: Recipients may use Fiscal Recovery Funds for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 Public Health Emergency.[11]

iv. Investments in Infrastructure: Treasury Guidance specifies that Fiscal Recovery Funds may be used to improve access to clean drinking water, improve wastewater and stormwater infrastructure systems, and provide access to high-quality broadband services.[12]

c. Additional guidance regarding eligible uses of Fiscal Recovery Funds, as well as impermissible uses (including for pensions or to offset revenue losses from tax reductions) is set forth in Treasury Guidance.

(5) LAWS, RULES, REGULATIONS, AND POLICIES

a. Performance under this Agreement is subject to the applicable provisions of 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" including the cost principles and restrictions on general provisions for selected items of cost.

i. The following 2 CFR policy requirements apply to this assistance listing[13]:

- Subpart B, General provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
- Subpart D, Post Federal; Award Requirements;
- Subpart E, Cost Principles; and
- Subpart F, Audit Requirements.

ii. The following 2 CFR policy requirements also apply to this assistance listing: 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information; and 2 C.F.R. Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 C.F.R. Part 200, Subpart C; 2 C.F.R. § 200.204 (Notices of Funding Opportunities); 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal); 2 C.F.R. § 200.210 (Pre-award costs);and 2 C.F.R. § 200.213 (Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 C.F.R. Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.308 (revision of budget or program plan); 2 C.F.R. § 200.309 (modifications to period of performance); C.F.R. § 200.305 (b)(8) and (9) (Federal Payment).

b. In addition to the foregoing, the Recipient and the Division will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. 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.

(6) NOTICES

a. All notices under this Agreement shall be made in writing to the individuals designated in this paragraph. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the new name, title and contact information of the new representative will be promptly provided to the other party, and no modification to this Agreement is required.

b. In accordance with section 215.971(2), Florida Statutes, the Division's Program Manager will be responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Division's liaison

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[10] *Id.*
[11] *Id.* at 26799
[12] *Id.* at 26802
[13] As defined in 2 C.F.R. § 200.1

with the Recipient. As part of his/her duties, the Program Manager for the Division will monitor and document Recipient performance.

c. The Division's Program Manager for this Agreement is:

Erin White
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4458
Email: Erin.White@em.myflorida.com

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

Melissa Shirah
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4455
Email: Melissa.Shirah@em.myflorida.com

e. The contact information of the representative of the Recipient is:

Authorized Representative: Joseph Napoli

Title: City Manager

Address: 9090 SW 50 Place,Cooper City, FL 33328

Telephone: 954-434-4300

Email: jnapoli@coopercityfl.org

(7) PAYMENT

a. In order to obtain funding under this Agreement, the Recipient must file with the Division Program Manager information and documentation, including but not limited to the following:
   i. Local government name, Entity's Taxpayer Identification Number, DUNS number, and address;
   ii. Authorized representative name, title, and email;
   iii. Contact person name, title, phone, and email;
   iv. Financial institution information (e.g., routing and account number, financial institution name and contact information);
   v. Total NEU budget (defined as the annual total operating budget, including general fund and other funds, in effect as of January 27, 2020) or top-line expenditure total (in exceptional cases in which the NEU does not adopt a formal budget);
   vi. Signed Assurances of Compliance with Title VI of the Civil Rights Act of 1964. (Attachment D); and
   vii. Signed Award Terms and Conditions Agreement (Attachment E).

b. Payment requests must include a certification, signed by an official who is authorized to legally bind the Recipient, which reads as follows:

> By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

(8) RECORDS

a. As a condition of receiving state or federal 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 286.011, 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.

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 Florida Statute, 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.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(9) AUDITS

a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 CFR §200.49, "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 must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 CFR §200.50, "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 and strict compliance with this Agreement and with Section 603(c) of the Social Security Act, the Recipient will be held liable for reimbursement to the Secretary of all funds used in violation of these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.

d. The Recipient must 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 must 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 must 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

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

f. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(10) REPORTS

a. The Recipient must provide the Secretary with periodic reports providing a detailed accounting of the uses of such funds by such non-entitlement unit of local government including such other information as the Secretary may require for administration of the Coronavirus Local Fiscal Recovery Fund. Concurrently, Recipients must provide to the Division a copy of the report given to the Secretary.
b. Failure by Recipient to submit all required reports and copies may result in the Division's withholding of further payments until all such documents are submitted to the Division and deemed to be satisfactory.
c. The Recipient must provide additional program updates or information if requested by the Division.

(11) LIABILITY.

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 will 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.

(12) TERMINATION

a. The Division may terminate this Agreement immediately for cause upon written notice to Recipient. Cause includes, but is not limited to, misuse of funds, fraud, non-compliance with ARPA, Treasury Guidance, or other applicable rules, laws and regulations, or failure by the Recipient to afford timely public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes.
b. The Division may terminate this Agreement for convenience upon thirty (30) days' prior written notice to Recipient.
c. In the event this Agreement is terminated, the Recipient must not incur new obligations for the terminated portion of this Agreement after it has received the notification of termination. The Recipient must cancel as many outstanding obligations as possible. Obligations incurred after receipt of the termination notice will be disallowed. The Recipient will not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, if and to the extent permitted by ARPA and Treasury Guidance, withhold payments to the Recipient for the purpose of set-off until the exact amount due the Division from the Recipient is determined and resolved.

(13) MISCELLANEOUS

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 will, 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 must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will 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 is null and void to the extent of the conflict, and is severable, but does 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 will 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. The Recipient must comply with any Statement of Assurances incorporated as Attachment D.
g. 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 thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
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 must be submitted in accordance with section 112.061, Florida Statutes.
k. This Agreement, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.
l. This Agreement may not be modified except by formal written amendment executed by both of the parties.
m. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 603 of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fiscal Recovery Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. 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 will 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 must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.
o. All expenditures of state or federal financial assistance must 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. 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 specific agreement period.

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 Secretary.
r. If the purchase of the asset was consistent with the limitations on the eligible use of Fiscal Recovery Funds provided by ARPA and Treasury Guidance, the Recipient may retain the asset. If such assets are disposed of prior to December 31, 2024, the proceeds would be subject to the restrictions on the eligible use of Fiscal Recovery Funds provided by ARPA.

(14) LOBBYING PROHIBITION

a. 2 CFR §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
b. 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."
c. 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.
d. The Recipient certifies the following:
    i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

    ii. 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 contract, grant, loan or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."
    iii. The Recipient must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose.
    iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. 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.

(15) REQUIRED CONTRACTUAL PROVISIONS

a. EQUAL OPPORTUNITY EMPLOYMENT
    i. In accordance with 41 CFR §60-1.4(b), the Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

    During the performance of this contract, the contractor agrees as follows:

    1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph 1(a)(ii) of this section and the provisions of subparagraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. COPELAND ANTI-KICKBACK ACT

i. The Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

"Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract."

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in subsection b(i) above and such other clauses as the Secretary may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

c. CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract 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.

d. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

"Contractor agrees 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), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA)."

e. SUSPENSION AND DEBARMENT

If the Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that neither the contractor, its principals (defined at 2 CFR § 180.995), nor its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

ii. The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

f. BYRD ANTI-LOBBYING AMENDMENT

If the Recipient enters into a contract using funds authorized by this Agreement, then any such contract must include the following clause:

"Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall 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 shall 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 Recipient."

(16) ATTACHMENTS. The parties agree to, and incorporate as though set forth fully herein, the following exhibits and attachments:

Exhibit 1	Funding Sources
Attachment A	ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification
Attachment B	Certification Regarding Lobbying
Attachment C	Program Statutes and Regulations
Attachment D	Statement of Assurances
Attachment E	Award Terms and Conditions

(17) LEGAL AUTHORIZATION. The Recipient certifies that its governing body has authorized the Recipient's execution of this Agreement and that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement.

RECIPIENT:
Cooper City, City of

By:

Name and title: Greg Ross, Mayor
Date: August 24, 2021
FEIN : 596032407
DUNS: 024478224

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: Melissa Shirah Digitally signed by Melissa Shirah Date: 2021.09.13 16:20:43 -04'00'
Name and Title: **Kevin Guthrie, Director**
Date: _____

Exhibit 1

Funding Sources

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT, SUBJECT TO SECTION 215.97, FLORIDA STATUTES, CONSIST OF THE FOLLOWING:

State Project -
State awarding agency: Florida Division of Emergency Management
Catalog of State Financial Assistance title: Coronavirus State and Local Fiscal Recovery Funds (CSFRF)
Catalog of Federal Domestic Assistance number: 21.027
Amount of State Funding: **$17,930,560.00**

Attachment A

ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification

I, Greg Ross, am the Authorized Agent of Cooper City, City of ("Recipient") and I certify that:

1. I have the authority on behalf of the Recipient to request fund payments from the State of Florida ("State") for federal funds appropriated pursuant to section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, Title VI (March 11, 2021).

2. I have submitted to the State the Recipient's Total Budget in effect as of January 27, 2020, as defined by the United States Department of the Treasury, the annual operating budget including general fund and other funds.

3. I understand that the State will rely on this certification as a material representation in making grant payments to the Recipient.

4. I acknowledge that the Recipient should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 603(a) of the Social Security Act.

5. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee.

6. I acknowledge that the Recipient has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.

7. I acknowledge and agree that the Recipient shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.

8.I acknowledge that if the Recipient has not obligated the funds it has received to cover costs that were incurred by December 31, 2024, as required by the statute, those funds must be returned to the United States Department of the Treasury.

9. I acknowledge that the Recipient's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 603 of the Social Security Act will be used only to cover those costs that:

a. to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

b. to respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;

c. for the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; or

d. to make necessary investments in water, sewer, or broadband infrastructure.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses during the period that begins on March 3, 2021 and ends on December 31, 2024.

By: Greg Ross
Signature:
Title: Mayor
Date: August 24, 2021

Attachment B

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Recipient, Greg Ross **, certifies, to the best of his or her knowledge that:**

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). 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 Recipient, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By:

Signature:

Title: Mayor

Date: August 24, 2021

Attachment C

Program Statutes and Regulations

42 U.S.C. 801 Social Security Act	Coronavirus State and Local Fiscal Recovery Funds
Title 31, Part 35, Code of Federal Regulations	Treasury Interim Final Rule
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
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
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the 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. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Mayor
Cooper City, City of

August 24, 2021
Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address:

Cooper City, City of

Address:

DUNS Number: 024478224

Taxpayer Identification Number: 596032417

Assistance Listing Number: 21.027

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: Cooper City, City of

Authorized Representative:

Title: Mayor

Date signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
   a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records
   a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and

Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are

determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:
   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Treasury employee responsible for contract or grant oversight or management;
   v. An authorized official of the Department of Justice or other law enforcement agency;
   vi. A court or grand jury; or
   vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR

19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the- job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

[END OF SECTION]

Bruce Rahmani, VP of Construction
Globaltech, Inc.

City of Cooper City, Florida
ITB 2023-05-UTL, Effluent Pump #3 Replacement

ATTACHMENT W PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS AFFIDAVIT

I, Bruce Rahmani, VP of Construction, being first duly sworn state:

Respondents are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Respondent's social, political, or ideological interests when determining if the Respondent is a responsible Respondent. Respondents are further notified that the City's governing body may not give preference to a Respondent based on the Respondent's social, political, or ideological interests.

B Rahmani — *Signature of Affiant*

11/17/23 — *Date*

Bruce Rahmani
Print Name

STATE: FLORIDA
COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 17th day of November, 2023, by: Bruce Rahmani.
Name of person making statement

CINDY CHIN
Notary Public
State of Florida
Commission # HH257017
Expires 4/25/2026

Signature of Notary Public - State of Florida

Name of Notary Typed, Printed, or Stamped

Personally Known X OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT X COMPLIANCE WITH FOREIGN ENTITY LAWS AFFIDAVIT

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: Bruce Rahmani, VP of Construction
(print individual's name and title)

for: Globaltech, Inc.
(print name of entity submitting sworn statement)

whose business address is: 6001 Broken Sound Pkwy NW Suite 610 Boca Raton, FL 33487

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0577811
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____.)

The company hereby attests under penalty of perjury the following:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

ATTACHMENT X
(Page 2 of 2)

B. Rahmani
Signature of Affiant

11/17/23
Date

Bruce Rahmani
Print Name

STATE: **FLORIDA**
COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 17th day of November, 2023 by: Bruce Rahmani.
Name of person making statement

CINDY CHIN
Notary Public
State of Florida
Commission# HH257017
Expires 4/25/2026

(NOTARY SEAL)

Signature of Notary Public - State of Florida

Name of Notary Typed, Printed, or Stamped

Personally Known X **OR** Produced Identification _____

Type of Identification Produced _____

CITY OF Cooper City
Someplace Special

BID TABULATION

Bid No.: ITB 2023-5-UTL
Bid Title: Effluent Pump #3 Replacement
Bid Opening Date: 11/21/2023 @ 3:00PM
Distribution Stats: 30 Planholders, 1,137 Bidders Notified, 7 Bids Received

Vendor Name	Conti LLC	David Mancini & Sons, Inc	Florida Design Drilling, LLC	Globaltech, Inc	Lawrence Lee Construction Services, Inc	RF Environmental Services, Inc	Sawcross, Inc
FEIN	38-1884765	27-3716806	20-2779560	65-0577611	82-2530315	81-1455710	59-3136689
Bid Form	Received	Received	Received	Received	Received	Received	Received
List of Subcontractors/Suppliers	Received	Received	Received	Received	Received	Received	Received
Reference Form	Received	Received	Received	Received	Received	Received	Received
Public Entity Crimes (PEC) Form	Received	Received	Received	Received	Received	Received	Received
ADA Affidavit	Received	Received	Received	Received	Received	Received	Received
Business Entity Affidavit	Received	Received	Received	Received	Received	Received	Received
Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)	N/A	N/A	N/A	N/A	N/A	N/A	N/A
W-9, Request for Taxpayer Identification Number	Received	Received	Received	Received	Received	Received	Received
Proof of Workers Compensation Insurance or Exemption	Received	Received	Received	Received	Received	Received	Received
Proof of Liability Insurance	Received	Received	Received	Received	Received	Received	Received
Ownership Disclosure Affidavit	Received	Received	Received	Received	Received	Received	Received
Drug-Free Workplace Certificate	Received	Received	Received	Received	Received	Received	Received
Employee Background Verification Affidavit	Received	Received	Received	Received	Received	Received	Received
Scrutinized Companies Affidavit	Received	Received	Received	Received	Received	Received	Received
Non-Conflict of Interest Statement	Received	Received	Received	Received	Received	Received	Received
E-Verify Form	Received	Received	Received	Received	Received	Received	Received
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	Not Signed	Received	Received	Received	Received	Received	Received
Bid Bond (5%)	Received	Received	Received	Received	Received	Received	Received
ARPA Agreement							
Buy American Act Affidavit	Received	Received	Not Received	Not Received	Received	Received	Not Received
Prohibition Against Consideration of Social, Political Interest	Received	Received	Received	Received	Received	Received	Received
Compliance with Foreign Entity Laws Affidavit	Received	Received	Received	Received	Received	Received	Received
Addendum(s)	Received	Received	Received	Not Received	Received	Received	Received
Grand Total	$ 1,013,000.00	$ 888,000.00	$ 944,000.00	$ 770,900.00	$ 950,000.00	$ 869,000.00	$ 996,000.00

Memorandum

TO: Raj Verma, Utilities Director

FROM: Purchasing

THRU: Ryan Eggleston, City Manager

DATE: December 12, 2023

SUBJECT: Effluent Pump #3 Replacement, ITB 2023-5-UTL

The Purchasing Division issued an Invitation to Bid (ITB) for Effluent Pump #3 Replacement, ITB #2023-5-UTL. This formal competitive solicitation process complies with the City of Cooper City procurement requirements. Details of the competitive solicitation process are as follows:

- The ITB was broadcast on October 13, 2023, to one thousand one hundred and thirty-seven (1,137) prospective bidders via the DemandStar. Additionally, the ITB was advertised in the legal notices section of the Sun-Sentinel.
- The Utilities Staff and Purchasing conducted one (1) Mandatory pre-bid meeting that afforded attendees the opportunity to ask technical questions, as well as, allow a site visit of the Effluent Pumps.
- Thirty (30) vendors downloaded the bid documents of the ITB.
- On November 21, 2023 at 3:00 P.M. EST, the Purchasing Division closed and unsealed seven (7) responses. The responses were reviewed by the Purchasing Division to ensure the responses met the ITB requirements.
- The apparent lowest responsive and responsible offeror, GlobalTech, Inc. met all the ITB requirements.
- The Purchasing Division relayed the submittals to the Utilities staff and Hazen & Sawyer, engineer of record, for additional review and concluded that GlobalTech, Inc. response met all the requirements of the ITB.
- Reference checks were conducted on GlobalTech, Inc. and revealed positive ratings.

In summary, GlobalTech, Inc. is the lowest, responsive and responsible offeror able to meet the ITB requirements; therefore, the award recommendation of this contract is to GlobalTech, Inc.

Att. Tabulation Summary, Bid Tabulation, Scope of Work

cc: Hamid Nikvan, Assistant Director of Utilities

CITY OF Cooper City
Someplace Special

BID TABULATION

Bid No.: ITB 2023-5-UTL
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Drug-Free Workplace Certificate	Received	Received	Received	Received	Received	Received	Received
Employee Background Verification Affidavit	Received	Received	Received	Received	Received	Received	Received
Scrutinized Companies Affidavit	Received	Received	Received	Received	Received	Received	Received
Non-Conflict of Interest Statement	Received	Received	Received	Received	Received	Received	Received
E-Verify Form	Received	Received	Received	Received	Received	Received	Received
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	Not Signed	Received	Received	Received	Received	Received	Received
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ARPA Agreement							
Buy American Act Affidavit	Received	Received	Not Received	Not Received	Received	Received	Not Received
Prohibition Against Consideration of Social, Political Interest	Received	Received	Received	Received	Received	Received	Received
Compliance with Foreign Entity Laws Affidavit	Received	Received	Received	Received	Received	Received	Received
Addendum(s)	Received	Received	Received	Not Received	Received	Received	Received
Grand Total	$ 1,013,000.00	$ 888,000.00	$ 944,000.00	$ 770,900.00	$ 950,000.00	$ 869,000.00	$ 996,000.00

- SCOPE OF WORK

The City of Cooper City Utilities Department is proposing to retain a qualified contractor to furnish and install a new 250-horsepower vertical turbine pump at the City's existing wastewater treatment plant effluent pump station. The proposed pump is replacing an existing 100-horsepower vertical turbine pump that was previously removed by the City. The contractor shall also furnish and install a variable frequency drive that will control the pump speed along with all associated miscellaneous work for a complete and operational system as described in the bid documents, technical specifications and project drawings. This project is funded through the American Rescue Plan Act (ARPA) of 2021. Consequently, the awarded vendor shall comply with requirements of ARPA agreement number Y5181 entered into by and between the State of Florida, Division of Emergency Management and the City of Cooper City. In case of any conflict between the City's contract terms and conditions and ARPA provisions, the ARPA provisions shall prevail. The objective of this ITB is to secure the services of a qualified, experienced, and reliable contractor that will promptly and efficiently provide the City with the materials, equipment, and services necessary to execute the work at the lowest price, in compliance with industry standards, federal, state and local requirements and the terms, conditions and specifications of this solicitation. No compensation will accrue, be owed or paid to the awarded bidder unless the contract has been fully executed, Notice to Proceed provided, a purchase order has been issued with accompanying Task Order or Work Authorization and the work of the contract has been completed as accepted and approved by the City.

Vendor Compliance Check List

Vendor: Globaltech, Inc. **FEIN: 65-0577611**	**Does Vendor appear on the following:**	
	YES	**NO**
Florida Convicted Vendor List	☐	☒
Florida Suspended Vendor List	☐	☒
Scrutinized Companies	☐	☒
Broward County Debarred List	☐	☒
State of Florida Corporations (Sun Biz)	☒	☐
E-Verify	☒	☐
Verified by: Purchasing	Date: Wednesday, January 10, 2024	

Vendor Compliance
Check List

Convicted Vendor List

The Department of Management Services maintains a "list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under section 287.133, Florida Statutes.

There are currently no vendors on this list.

Vendor Compliance
Check List

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List pursuant to section 287.1351, Florida Statutes.

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance [575.8 kB]
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. [111.8 kB]
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC [85.9 kB]
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. [320.2 kB]
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC [1.8 MB]

Updated 12/10/19

Vendor Compliance Check List

December 19, 2023
Page 3

Prohibited Investments (Scrutinized Companies)	Scrutinized Country	Country of Incorporation	Initial Appearance on Scrutinized List	Full Divestment
FACC AG	Sudan	Austria	June 4, 2019	Yes
Gazprom	Iran	Russia	September 19, 2007	Yes
Gazprom Neft	Iran	Russia	September 16, 2008	Yes
Gazprom Promgaz	Iran	Russia	June 4, 2019	Yes
GPN Capital SA	Iran	Luxembourg	June 4, 2019	Yes
Harbin Electric Co. Ltd.	Sudan	China	September 19, 2007	Yes
Hindustan Petroleum Corporation Ltd	Sudan & Iran	India	June 13, 2018	Yes
Indian Oil Corp Ltd (IOCL)	Sudan & Iran	India	September 19, 2007	Yes
Jiangxi Hongdu Aviation	Sudan	China	September 19, 2007	Yes
KLCC Property Holdings Bhd	Sudan & Iran	Malaysia	April 14, 2009	Yes
Kunlun Energy Company Ltd.	Sudan & Iran	Hong Kong	September 19, 2007	Yes
Lanka IOC Ltd	Sudan	India	September 19, 2007	Yes

Vendor Compliance
Check List

Table 9: Scrutinized Companies that Boycott Israel

New companies on the list are shaded and in bold.

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification	Full Divestment
Betsah Invest SA	Luxembourg	August 2, 2016	Yes
Betsah SA	Luxembourg	August 2, 2016	Yes
Cactus SA	Luxembourg	August 2, 2016	Yes
Co-operative Group Limited	United Kingdom	September 26, 2017	Yes
Guloguz Dis Deposu Ticaret Ve Pazarlama Ltd	Turkey	August 2, 2016	Yes
Morningstar, Inc (Sustainalytics)	United States	October 25, 2023	Prior to 10/25/24 if not resolved
Unilever PLC (Ben & Jerry's parent company)	United Kingdom	July 29, 2021	Prior to 10/25/24
Hindustan Unilever Ltd	India	July 29, 2021	Yes
PT Unilever Indonesia Tbk	Indonesia	July 29, 2021	Yes
Unilever Bangladesh Ltd	Bangladesh	July 29, 2021	Yes
Unilever Capital Corp (Unilever PLC bond issuance)	United States	July 29, 2021	Prior to 10/25/24
Unilever Caribbean Ltd	Trinidad and Tobago	July 29, 2021	Yes
Unilever Consumer Care Ltd	Bangladesh	July 29, 2021	Yes
Unilever Côte d'Ivoire	Ivory Coast	July 29, 2021	Yes
Unilever Finance Netherlands BV	Netherlands	July 29, 2021	Yes

[redacted]

December 19, 2023
Page 2

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification	Full Divestment
(Unilever PLC bond issuance)			
Unilever Ghana Ltd	Ghana	July 29, 2021	Yes
Unilever Nigeria Plc	Nigeria	July 29, 2021	Yes
Unilever Pakistan Foods Ltd	Pakistan	July 29, 2021	Yes
# of Companies that Boycott Israel	18		

No companies were **removed** from the **Scrutinized Companies that Boycott Israel List** during the quarter.

Vendor Compliance Check List

Broward County Debarred Supplier List as of January 25, 2021

Listed below are suppliers [vendors] debarred by the Director of Purchasing for Broward County Board of County Commissioners, in accordance with Broward County Procurement Code, Section 21.119 and 21.120. The notice of debarment date is listed next to each supplier. In accordance with Section 21.121, after the debarment period, a debarred person [supplier] may only be reinstated upon submission of an application to the Director of Purchasing. If approved by the Director of Purchasing, the supplier will be removed from the debarment list for Broward County.

Federal Debarred Supplier List
State of Florida Debarred Supplier Lists
State of Florida List of Scrutinized Companies doing business with Iran and Sudan

The links below provide information regarding the debarred Supplier (e.g. Principal Owners & Debarment letter); the Sunbiz.org page also allows access to the Suppliers' company reports (click on "View Image in PDF format). This information is only available for Suppliers debarred from 2011 to current.

Below is a listing of all Broward County Debarred Suppliers and their debarment notice date.

A & C Contractors, Inc.	02/24/92	Fieldcrest International	10/23/91	Reddick Property Svcs/Broward Cty	02/21/95
A.J. McMasters	07/03/91	Florida Fire Apparatus Corp.	04/07/87	Reeves Equipment & Supply	06/29/04
A-1 Pied Piper Pest Control	10/25/99	FVL Contracting Co.	07/01/89	Richard Jones & Associates	05/12/95
Ace Lock and Security Supply	05/23/05	Gator Express	10/01/94	Roman Waterproofing	09/30/97
Action Trophies & Awards	05/26/92	George W. Murray Contractors	12/08/99	Rust Wizard Inc.	03/24/17
Agra-Cycle Corporation	11/06/01	Glo & Go Inc.	04/01/93	S H Marketing, Inc.	08/17/20
All County Plumbing Contractors, Inc.	07/08/20	Global Transmissions	09/10/92	S.T. Wicole Const. Corp.	05/06/91
All County Plumbing, Inc.	08/17/20	Globe Electric Company, Inc.	12/10/03	Saber Sales, Inc.	11/08/88
Alpha Construction Svces & Consulting Svces	08/11/20	Graphic Productions Co.	02/27/90	Saints-Enterprises II, LLC	12/15/20
Ammunition Reloaders	05/22/92	HDC Advertising, Inc.	05/06/03	Samantha L. List, P.A.	08/11/20
Ann Lipkowitz, Broker	08/21/92	Hegla Construction, Inc.	08/20/92	Screen Graphics	09/01/92
Atech Fire & Security, Inc.	10/10/03	Henze Services, Inc.	08/19/93	Semes Enterprises	01/03/92
Atlas Pen & Pencil Co.	12/26/90	H-Way Corporation	10/25/99	Shamus Corporation	06/29/04
Ben Kough & Associates	01/10/96	Infinite Distributors LLC	09/30/20	Sheerson Construction, Inc.	05/17/00
Bob's Towing	06/09/04	Intercoastal Marketing, LLC	12/15/20	Shiv Lingam Kirtan Mandali Inc.	08/06/20
BRC Construction Company, Inc.	12/14/05	J M List Services, LLC	08/11/20	SLL Consulting LLC	08/11/20
Broward Plumbing Specialists, Inc.	08/17/20	JJM List Services, LLC	08/11/20	Southeast Underground Utilities Corp.	12/12/17
Caribbean Air Surveys, Inc.	03/01/91	JM List, Incorporated	08/11/20	Southgate Const. & Realty	11/07/90
Central Florida Nurseries	08/16/91	John Rogers Corporation Company, Inc.	11/13/90	Spectrum Signal Co., Inc.	03/04/91
Central Press	04/17/95	Joyce Office ProductsKDG	01/05/94	Spirit Services Company, Inc.	12/13/00
Chemtel Supplies, Inc.	11/21/05	Land & Sea Construction	03/18/96	St. Andrew Industries, Inc.	06/16/95
Progressive Transportation Services, Inc. (d/b/a Coach USA Transit Services)	01/15/92	Lawn Wizard USA, Inc. Lawn Wizard USA, LLC	09/29/15 03/24/17	Statewide Transportation & Recovery Services Termark Security Systems	11/02/00 06/03/99
Coastal Carting Ltd.	03/16/96	Mancini Builders	01/04/94	The Parts Connection	06/30/92
Coastal Industries USA, LLC (d/b/a Rust Wizard)	03/24/17	Marquee Enterprises, Inc. Marsten/THG Modular Leasing	06/08/07 12/13/95	Toilet Taxi Corp. Total Connection	07/07/15 04/30/92
Coastal Utilities, Inc.	03/05/99	Major Computer, Inc.	10/28/91	Toussaint Landscaping	11/04/92
Compass Corp.	06/29/04	Med Sure Associates	05/05/97	Transglobal Marketing	12/28/92
Control Press	06/29/04	Moody Maintenance Products	04/06/06	Tropical Growers USA, Inc.	03/24/17
Cordes Door Co., Inc.	09/01/96	Nighthawk International Corp.	10/25/96	Truck City Body Corp.	12/01/96
Cox & Palmer Const. Corp.	03/14/89	OJS Systems, Inc.	12/22/14	Urban Organization, Inc.	03/05/99
Custom Design To A Tee	05/15/96	Omega Group, Inc.	10/30/97	Vees Supply, LLC	08/17/20
Degen's Lawn & Garden Inc.	11/04/11	Precision Detailing dba J M List Services	08/11/20	Venturi Supplies, Inc.	08/17/20
Digital Comm Inc.	05/16/11	Protective Service Int'l	03/01/91	VIMAC USA, Inc.	05/31/17
Dixie Lock & Supply Inc.	02/17/92	Public Safety Systems	03/04/91	Viravar, LLC	08/17/20
Eastern Elevator Service, Inc.	02/13/19	Puskadi Ltd.	11/07/90	Weiser Security Services	12/09/93
Federal Fence Co., Inc.	11/12/90	Quality Loan Service	03/07/91	Wildcat Wrecking Corp.	09/10/92
		Rahming Funeral Home	09/01/92	Woodcraft Custom Homes	06/06/88
		RC Aluminum Industries Inc.	06/20/14	Z & Z, Inc.	08/11/20

Vendor Compliance Check List

2023 FLORIDA PROFIT CORPORATION AMENDED ANNUAL REPORT

FILED
Mar 27, 2023
Secretary of State
5962758109CC

DOCUMENT# P95000030137

Entity Name: GLOBALTECH, INC.

Current Principal Place of Business:

6001 BROKEN SOUND PKWY NW
STE. 610
BOCA RATON, FL 33487

Current Mailing Address:

6001 BROKEN SOUND PKWY NW
STE. 610
BOCA RATON, FL 33487 US

FEI Number: 65-0577611

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

LORIUM PLLC
197 S FEDERAL HIGHWAY
SUITE 200
BOCA RATON, FL 33432 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: ADAM MARSHALL 03/27/2023
Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT/CEO
Name	GANDY, BERNARD PAUL
Address	6001 BROKEN SOUND PKWY NW STE. 610
City-State-Zip:	BOCA RATON FL 33487

Title	VICE PRESIDENT OF CONSTRUCTION
Name	RAHMANI, BRUCE
Address	6001 BROKEN SOUND PKWY NW STE. 610
City-State-Zip:	BOCA RATON FL 33487

Title	DIRECTOR OF WATER TECHNOLOGIES
Name	LYN, TROY L
Address	6001 BROKEN SOUND PKWY NW STE. 610
City-State-Zip:	BOCA RATON FL 33487

Title	VICE PRESIDENT OF PROJECT DELIVERY
Name	SCHUMAN, DAVID A
Address	6001 BROKEN SOUND PKWY NW STE. 610
City-State-Zip:	BOCA RATON FL 33487

Title	VICE PRESIDENT OF ENGINEERING
Name	OLSON, RICHARD D
Address	6001 BROKEN SOUND PKWY NW STE. 610
City-State-Zip:	BOCA RATON FL 33487

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: BERNARD GANDY PRESIDENT/CEO 03/27/2023
Electronic Signature of Signing Officer/Director Detail — Date

Vendor Compliance Check List

Employer	Doing Business As	Account Status	Date Enrolled	Date Terminated	Workforce Size	Number of Hiring Sites	Hiring Site Locations (by state)
Globaltech, Inc.		Open	06/20/2017		20 to 99	1	FL

CITY COMMISSION
STAFF REPORT

DEPARTMENT: Finance

DATE: April 9th, 2024

SUBJECT: Motion to approve the renewal of the Agreement with Witt O'Briens LLC for Managing Federal Assistance Programs - **Finance**

CITY MANAGER RECOMMENDATION:
The City Manager recommends renewing the professional services agreement with Witt O'Briens LLC for managing and navigating complex federal assistance programs.

BACKGROUND OF ITEM:
Witt O'Briens LLC has been providing invaluable support to the city in managing federal assistance programs, including those from the American Rescue Plan Act (ARPA) and Infrastructure Investment and Jobs Act (IIJA). Their expertise and experience have been instrumental in navigating complex federal regulations, maximizing funding opportunities, and streamlining the federal grants management lifecycle.

ANALYSIS:
The renewal of the agreement with Witt O'Briens LLC is essential to continue receiving specialized assistance in managing federal assistance programs. Their services encompass various activities, including grant administration, compliance monitoring, financial management, and reporting. By renewing the agreement, the city can maintain continuity in its operations and ensure accountability in using federal funds.

STRATEGIC PLAN:
Strategic Goal 1 Financially Sustaining Someplace Special - Effective management of federal assistance programs is integral to achieving this goal.

PROCUREMENT: Sec. 2-258 (G) Professional Services

FISCAL IMPACT:
N/A

ALTERNATIVES:

One alternative to consider is seeking proposals from other firms providing similar professional services to explore potential cost savings. However, transitioning to a new consultant may disrupt ongoing projects and require additional time and resources for onboarding and familiarization. Given the critical nature of the services provided by Witt O'Briens LLC and its proven track record, renewing the agreement is recommended to maintain continuity and efficiency in managing federal assistance programs.

ATTACHMENTS:

1. First Amendment – Witt O'Briens LLC
2. Original Agreement + Exhibit A

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FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated this ____ day of _____ 2024, by and between:

CITY OF COOPER CITY, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50th Place, Cooper City, Florida 33328 ("City"),

and

WITT O'BRIENS, LLC, a consultant, a Delaware limited liability company authorized to do business in the State of Florida, with a business address of 818 Town & Country Blvd., Suite 200, Houston, Texas 77024 , (hereinafter referred to as the "CONSULTANT").

City and CONSULTANT may each be referred to herein as "party" or collectively as "parties".

WHEREAS, on July 11, 2023, the City and CONSULTANT entered into an agreement for managing federal assistance programs (hereinafter referred to as the "Original Agreement"); and

WHEREAS, the initial term of the Original Agreement expires on June 5, 2024; and

WHEREAS, the Original Agreement provides for an option for two (2) additional 1-year renewal terms, subject to the mutual written consent of the Parties; and

WHEREAS, the City is satisfied with the CONSULTANT's performance pursuant to the Original Agreement, and the Parties seek to renewal the Original Agreement for the first 1-year renewal term; and

WHEREAS, the Parties seek to further amend the Original Agreement to ensure compliance with recent amendments to Florida law; and

WHEREAS, the Parties agree that all remaining provisions of the Original Agreement shall remain in full force of effect.

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

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

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Section 2. Section 3.1 of The Original Agreement, as set forth in Exhibit "A" is hereby amended to read, as follows:

3.1 The first renewal term of this agreement, which shall commence on June 6, 2024 and shall terminate on June 5, 2025. In accordance with the Original Agreement, as set forth in Exhibit "A", the Parties, upon mutual written consent, shall have the option to enter into one (1) final one (1) year renewal term.

Section 3 Section 4.1 of The Original Agreement is hereby amended to read, as follows:

4.1 CONSULTANT shall be entitled to invoice CITY on a monthly basis for services performed, in accordance with the proposed fee schedule included in Exhibit "A". The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. The total compensation shall not exceed fifty thousand dollars and 00/100 ($50,000.00).

Section 4. Scrutinized Companies. CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

4.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

4.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

4.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

4.2.2 Is engaged in business operations in Syria.

Section 5. E-Verify. CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

5.1 Definitions for this Section:

5.1.1 "CONSULTANT" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "CONSULTANT" includes, but is not limited to, CONSULTANT or consultant.

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5.1.2 "SubCONSULTANT" means a person or entity that provides labor, supplies, or services to or for a CONSULTANT or another subCONSULTANT in exchange for salary, wages, or other remuneration.

5.1.3 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

5.2 Registration Requirement; Termination:
Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, CONSULTANTs, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. CONSULTANT shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

5.2.1 All persons employed by a CONSULTANT to perform employment duties within Florida during the term of the contract;

5.2.2 All persons (including subconsultants/subCONSULTANTs) assigned by CONSULTANT to perform work pursuant to the contract with the City of Cooper City. The CONSULTANT acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

5.2.3 The CONSULTANT shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. CONSULTANT shall also require all subCONSULTANTs to provide an affidavit attesting that the subCONSULTANT does not employ, contract with, or subcontract with, an unauthorized alien. The CONSULTANT shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subCONSULTANT knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the CONSULTANT, the CONSULTANT may not be awarded a public contract for a period of one (1) year after the date of termination.

Section 6. Public Records

6.1 The City of Cooper City is a public agency subject to Chapter 119, Florida Statutes. WITT **O'BRIENS, LLC** shall comply with Florida's Public Records Law. Specifically, WITT **O'BRIENS, LLC** shall:

6.1.1 Keep and maintain public records required by the CITY to perform the service;

6.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a

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reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

6.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, WITT **O'BRIENS, LLC** shall destroy all copies of such confidential and exempt records remaining in its possession after WITT **O'BRIENS, LLC** transfers the records in its possession to the CITY; and

6.1.4 Upon completion of the Agreement, WITT **O'BRIENS, LLC** shall transfer to the CITY, at no cost to the CITY, all public records in WITT **O'BRIENS, LLC**'s possession. All records stored electronically by WITT **O'BRIENS, LLC** must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

6.2 The failure of WITT **O'BRIENS, LLC** to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
9090 SW 50th PLACE
COOPER CITY, FL 33328
(954) 434-4300
PRR@CooperCity.gov

Section 7. That the Original Agreement, as amended and executed by the parties, shall remain in full force and effect except as specifically amended herein.

(REMAINDER INTENTIONALLY LEFT BLANK)

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IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF COOPER CITY, a Florida municipal corporation

ATTEST:

BY: _____
CITY MANAGER

BY: _____
CITY CLERK

BY: _____
CITY MAYOR

APPROVED AS TO LEGAL FORM:

BY: _____
CITY ATTORNEY

WITNESSED BY:

_____
Signature

_____
Print Name

WITT O'BRIENS, LLC, a Delaware limited liability company

BY: DocuSigned by: Cheryl Joiner DS 1178C53B1F254BF... April 2, 2024

Name: Cheryl Joiner

Title: Director Contracts & Compliance

STATE OF Texas
COUNTY OF Harris

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Cheryl Joiner, as Director of Contracts and Compliance of **WITT O'BRIENS, LLC**, and acknowledged that she has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of Chery Joiner, as the Director of Contracts and Compliance of **WITT O'BRIENS, LLC**, and who is personally known to me or has produced her driving license as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this day 2nd of April, 2024.

NOTARY PUBLIC
Alia Qaissy
Print or Type Name

ALIA AL QAISSY
Notary Public, State of Texas
Comm. Expires 10-02-2024
Notary ID 13272440-8

My Commission Expires: October 2nd, 2024

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DocuSign Envelope ID: 451C0B87-1C80-48F5-8E51-B5DE787ABA8F

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the 11th day of July, **2023** by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 S.W. 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

WITT O'BRIEN'S, LLC ("Consultant"), a Delaware limited liability company, having an office at 818 Town & Country Blvd., Suite 200, Houston, Texas 77024 USA. CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objective, and intention of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Section 2-258(g) of the City's Code of Ordinances provides an exception to the City's competitive solicitation requirements for "professional services," which are defined as "contracts for the service of professionals, including but not limited to the practice of law, management consulting, medicine, real estate appraisal, or other area of expertise as determined by the City Manager or designee to be in the best interests of the City." In accordance with this provision, the City has reviewed qualifications, work history, and other relevant data provided by the CONSULTANT and determined that the CONSULTANT is being engaged to provide a professional service.

SERVICES AND RESPONSIBILITIES

2.1 CONSULTANT hereby agrees to perform the services related to federal assistance programs, including the American Rescue Plan Act, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof. In the event of any conflicts between this Agreement, Exhibit A, this Agreement shall prevail.

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2.2 CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

2.4 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the CITY.

2.5 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of CITY.

ARTICLE 3
TERM AND TERMINATION

3.1 The term of this Agreement shall commence upon execution by both Parties and shall terminate upon the completion of the scope of work, as set forth in Exhibit "A."

3.2 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon seven (7) days' written notice by the CITY to CONSULTANT in which event the CONSULTANT shall be paid its compensation for services performed to termination date. [NOTE: CONSULTANT may not terminate existing assignments for convenience after they have been accepted.] In the event that the CONSULTANT abandons this Agreement or causes it to be terminated,, the CITY shall provide written notification of default and provide the CONSULTANT seven (7) days to cure such default prior to the termination. If the CITY is in default of the Agreement the CONSULTANT shall provide written notification of such default to the CITY and provide the CITY seven (7) days to cure such default prior to termination. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY immediately.

3.4 SCRUTINIZED COMPANIES. CONSULTANT certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONSULTANT agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONSULTANT, its affiliates, or its subConsultants are found to have submitted a false certification; or if the CONSULTANT, its affiliates, or its subConsultants are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

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ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 CONSULTANT shall be entitled to invoice CITY on a monthly basis for services performed, in accordance with the proposed fee schedule included in Exhibit "A.". The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. The compensation shall not exceed ten thousand dollars and 00/100 ($10,000.00).

4.2 CITY will make its best efforts to pay CONSULTANT within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONSULTANT at:

Witt O'Brien's LLC_____
P.O. BOX 736155_____
Dallas, TX 75373-6155_____

ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONSULTANT be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6
INDEMNIFICATION

6.1 CONSULTANT shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party directly resulting from acts, error, omission, or negligent act of CONSULTANT, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and reasonable attorneys' fees in connection with the performance by CONSULTANT pursuant to this Agreement.

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6.2 CONSULTANT shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and reasonable attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONSULTANT will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONSULTANT pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONSULTANT'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONSULTANT, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONSULTANT's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONSULTANT from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONSULTANT. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 7
INSURANCE

7.1 The CONSULTANT shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind directly resulting from the performance of this Agreement by the CONSULTANT or its employees, agents, servants, partners principals or subConsultants. The CONSULTANT shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees which may issue thereon. The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

7.2 CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONSULTANT allow any subConsultant to commence work on his subcontract until all similar such insurance required of the subConsultant has been obtained and similarly approved.

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7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Policies shall be endorsed to provide the CITY with notice of cancellation or the CONSULTANT shall obtain written agreement from its Agent to provide the CITY with notice of cancellation.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, at least forty-five (45) days of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $2,000,000

Products & Completed Operations Coverage shall be maintained for one (1) years after the final payment under this contract.

The City of Cooper City must be shown as an additional insured with respect to this coverage, to the extent of the liabilities assumed by Consultant under this Agreement.

7.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONSULTANT engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONSULTANT shall require the subConsultants similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. Coverage for the CONSULTANT and

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his subConsultants shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation:	Coverage A –	Statutory
2. Employers Liability:	Coverage B	$500,000 Each Accident
		$500,000 Disease – Policy Limit
		$500,000 Disease – Each Employee

If CONSULTANT claims to be exempt from this requirement, CONSULTANT shall provide CITY proof of such exemption along with a written request for CITY to exempt CONSULTANT, written on CONSULTANT letterhead.

7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. Non-Owned Autos (Symbol 9)
   Combined Single Limit (Each Accident) - $1,000,000

7.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than $1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than one (1) years after final payment of the contract.

7.6.5 Sexual Abuse may not be excluded from any policy.

7.7 REQUIRED ENDORSEMENTS

7.7.1 The City of Cooper City shall be named as an Additional Insured on each of the General Liability policies required herein, to the extent of the liabilities assumed by Consultant under this Agreement

7.7.1 Waiver of all Rights of Subrogation against the CITY

7.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY

7.7.4 CONSULTANTs' policies shall be Primary & Non-Contributory

7.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY

7.7.6 The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

7.8 CONSULTANT shall name the CITY, as an additional insured on each of the General Liability policies required herein to the extent of the liabilities assumed by Consultant under this Agreement and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises directly related to the services provided hereunder.

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7.9 Any insurance required of the CONSULTANT pursuant to this Agreement must also be required by any subConsultant in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subConsultant is covered by the protection afforded by the CONSULTANT and provided proof of such coverage is provided to CITY. The CONSULTANT and any subConsultants shall maintain such policies during the term of this Agreement.

7.10 The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 8
INDEPENDENT CONSULTANT

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent Consultant under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONSULTANT's Funds provided for herein. The CONSULTANT agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
VENUE

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 10
PUBLIC RECORDS

10.1 The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service;

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10.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and

10.1.4 Upon completion of the contract, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

10.2 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CITY CLERK
9090 S.W. 50th PLACE
COOPER CITY, FL 33328
(954) 434-4300
tallen@coopercityfl.org

ARTICLE 11
FEDERAL REQUIREMENTS

Any reference made to CONSULTANT in this section shall also apply to any SubConsultant under the terms of this Contract. CONSULTANT shall be responsible for the compliance by any subConsultant or lower tier subConsultant with all of these contract clauses:

11.1 CONSULTANT shall assist CITY in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to costs arising out of the services provided pursuant to this Agreement. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries.

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11.2 If reimbursement is denied to CITY due to CONSULTANT's negligence, including failure to comply with this Article, CONSULTANT upon notification from FEMA or the Florida Division of Emergency Management of such denial and upon written demand by the CITY. The CITY shall provide CONSULTANT written notice of denial, and provide the CONSULTANT seven (7) days of written notice to cure if CONSULTANT does not cure in such timeframe the CONSULTANT shall reimburse CITY for amounts denied due to CONSULTANT's negligence. This obligation shall survive the term or termination of this Agreement.

11.3 Notwithstanding anything to the contrary set forth herein, CONSULTANT shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec.200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of this section shall prevail.

11.3.1 Equal Employment Opportunity: During the performance of this contract, CONSULTANT agrees as follows:

(1) CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONSULTANT's legal duty to furnish information.

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(4) CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONSULTANT's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of CONSULTANT's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) CONSULTANT will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subConsultant or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event CONSULTANT becomes involved in, or is threatened with, litigation with a subConsultant or vendor as a result of such direction, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

11.3.2 Davis-Bacon Act: Consultant shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, Consultants 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, Consultants must be required to pay wages

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not less than once a week.

11.3.3 Copeland "Anti-Kickback" Act: CONSULTANT shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Consultants and SubConsultants on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONSULTANT 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. CITY must report all suspected or reported violations to the Federal awarding agency.

11.3.4 Contract Work Hours and Safety Standards Act. (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONSULTANT 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.

(1) Overtime requirements. No Consultant or subConsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Consultant and any subConsultant responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subConsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subConsultant under any such contract or any

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other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subConsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Consultant or subConsultant shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subConsultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subConsultant or lower tier subConsultant with the clauses set forth in paragraphs (1) through (4) of this section."

11.3.5 Clean Air Act: Pursuant to 42 U.S.C. 7401- 7671q. and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended CONSULTANT agrees 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). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
Clean Air Act.

(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Consultant agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Consultant agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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(3) The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

11.3.6. Suspension and Debarment. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(1) The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(2) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

11.3.7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).Consultants who apply or bid for an award of $100,000 or more shall 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 shall 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 recipient."

11.3.8 Compliance with State Energy Policy and Conservation Act. Consultant shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

11.3.9 Recovered Materials.

(1) In the performance of this Contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

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(i) Competitively within a timeframe providing for compliance with the contract performance schedule

(ii) Meeting Contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

11.3.10 Pursuant to 44 CFR 13.36(i)(7), Consultant shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41

11.3.11 Pursuant to 44 CFR 13.36(i)(8), Consultant agrees that if this Agreement results in any copyrightable materials or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes

11.3.12 Access to Records. In accordance with 44 CFR 13.36(i)(11) and Chapters 119 and 257, Florida Statutes,

(1) The Consultant agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The Consultant agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case Consultant agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

11.3.13 No Obligation by the Federal Government

(1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the contract and shall not be subject to any obligations or liabilities to the City, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further

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agreed that the clause shall not be modified, except to identify the subConsultant who will be subject to its provisions.

11.3.14 DHS Seal, Logo, and Flags. The Consultant shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

11.3.15 Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11.3.16 Fraudulent Statements. The Consultant acknowledges that 31 U.S.C. Chap. 38 applies to the Consultant's actions pertaining to this Contract.

ARTICLE 12
MISCELLANEOUS

12.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONSULTANT's work product for its intended purposes.

12.2 **Records.** CONSULTANT shall keep such records and accounts and require any and all subConsultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of seven(7) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

12.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.4 **No Contingent Fees.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation,

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individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONSULTANT and CITY designate the following as the respective places for giving of notice:

CITY
Ryan Eggleston, City Manager
City of Cooper City
9090 S.W. 50th Place
Cooper City, Florida 33328
Telephone No. (954) 434-4300
Email: reggleston@coopercityfl.gov

Copy To:
Jacob G. Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923
Email: jhorowitz@gorencherof.com

Consultant:
Director of Contracts & Compliance
818 Town & Country Blvd., Suite 200
Houston Texas 77024
Telephone No. 281-320-9796
Email: contractrequests@wittobriens.com
cjoiner@wittobriens.com

Copy to:
Witt O'Brien's, LLC
2200 Eller Drive
Fort Lauderdale, FL 33316
Email: blong@ckor.com
cjoiner@wittobriens.com

12.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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12.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

12.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

12.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

12.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

12.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

12.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF COOPER CITY, FLORIDA

ATTEST:

By: _____

TEDRA ALLEN, CITY CLERK

RYAN EGGLESTON, CITY MANAGER

APPROVED AS TO FORM:

_____

OFFICE OF THE CITY ATTORNEY

CONSULTANT:

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Witt O'Brien's, LLC

By: Cheryl Joiner
Name: Cheryl Joiner
Title: Director Contracts & Compliance

STATE OF Texas
COUNTY OF Harris)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Cheryl Joiner as Director Contracts & Compliance of **Witt O'Brien's, LLC**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **Witt O'Brien's, LLC** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 10th day of **July, 2023**.

ALIA AL QAISSY
Notary Public, State of Texas
Comm. Expires 10-02-2024
Notary ID 132724408

NOTARY PUBLIC

Alia Al Qaissy
(Name of Notary Typed, Printed or Stamped)

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WITT O'BRIEN'S
PART OF THE AMBIPAR GROUP

June 6, 2023

Ryan Eggleston
City Manager
City of Cooper City, Florida

RE: Proposal for Grants Management Support

Dear City Manager Eggleston,

We are pleased to present you with our proposal to support the City of Cooper City in managing federal assistance programs, including those from the American Rescue Plan Act (ARPA) and Infrastructure Investment and Jobs Act (IIJA).

Witt O'Brien's is a global leader in grants and program management. We bring more than two decades of experience navigating complex federal assistance programs on behalf of hundreds of state, local, and private sector organizations, nationwide. To date, we have maximized the recovery and implementation of over $75 billion. Our dedicated, experienced team of more than 500 personnel engaged in the federal grants management lifecycle is capable of achieving a surge scale of more than 600 when and where needed, and forms part of a larger organization of more than 1,200 employees frequently involved in emergency response and recovery initiatives.

When you partner with Witt O'Brien's, you receive:

Unparalleled, demonstrated grants expertise: Today, we are actively assisting more than 100 state, local, and territorial governments manage and administer more than $50 billion in grants funding. Our world-class team of experts are former federal grants program managers and local and city administrators with firsthand experience being on the frontlines of grants management.

Comprehensive, integrated solutions delivery: Our tailored solutions are designed to support our clients through every step of the federal grants application, award, and implementation process. We help you make informed decisions and maximize programmatic impact. We provide grants management training and technical assistance, research, writing, reporting, and compliance support, among many other areas required for successful program stand-up, including rapid development of community partnerships.

Strategic partners and resources: Witt O'Brien's maintains strategic partnerships to ensure all client needs can be met swiftly and accurately. Such relationships provide financial or accounting services, technical support, software platforms, and local staffing support.

For questions related to our services please contact Matthew Hanson, Associate Managing Director – Community Services, at mhanson@wittobriens.com. We look forward to an impactful partnership with you and your team.

Respectfully,
Witt O'Brien's, LLC

Cheryl Detillieu Joiner, CPCM
Director of Contracts and Compliance

818 Town and Country Blvd.
Suite 200
Houston, TX 77024

T: +1 (281) 320-9796
F: +1 (281) 320-9700
E: contractrequests@wittobriens.com

wittobriens.com

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HOW CAN WE HELP?

The myriad of available funding programs creates a wealth of opportunity, as well as confusion for local governments nationwide. Engaging the right support team to ensure immediate understanding of—and access to—those programmatic resources most beneficial to your near-, medium-, and long-term objectives is imperative in order to achieve maximum impact. Witt O'Brien's holistic, integrated program management approach supports assessment, program design, organizational capacity development, system and process development, and optimization. Our experts deliver a range of field-tested strategies, tools, templates, and processes—serving as force multipliers, maintaining the cultural integrity of your internal teams and amplifying your existing capabilities.

Our services include:

Organization and Coordination
Develop a clear understanding of current programs and associated stakeholders and support centralized and localized coordination amongst designated leadership and partners. Define roles, responsibilities, and goals for each program and monitor progress.

Grants Management
Support strategic planning, development, and implementation of federally and locally funded grants programs through grants management best practices and subject matter expertise, including oversight of regulatory compliance requirements and federally mandated quarterly reporting schedules using official reporting systems.

Data Management
Support comprehensive data collection and management practices, including development of streamlined templates, tools, and reporting systems to support centralized and localized/program-specific data management and reporting practices, prevent data reporting issues, and enable process improvements.

Financial and Budget Management
Support clients in budget development and provide quality assurance and quality control. Activities include the creation of a streamlined 'budget summary' template to capture total proposed budget, expected annual expenditures, local cost-share requirements (if any), and other important data elements required by financial staff for system entry and/or cost center creation.

Contract Management and Oversight
Oversee assigned program vendors to ensure quality of performance and adherence to specified terms and conditions.

Staff Augmentation
Provide clients with auxiliary staffing support to augment existing services and skillsets, as determined by an approved role and rate schedule.

After-Action and Performance Reviews
Examine past and ongoing program delivery and response management programs to identify and recommend targeted best practices and lessons learned. Activities include project task list development, timelines, and monitoring of corrective actions to ensure accountability, effective implementation, and continuous improvement.

WHY WITT O'BRIEN'S?

Witt O'Brien's is a firm focused on policy advisory services and the entire lifecycle of grants management to improve the resilience of communities nationwide. ***For more than 20 years, Witt O'Brien's has led and supported grants management efforts across the country***, including critical grants implementation and oversight following nearly every major natural or human-caused disaster during this timeframe. We have provided ***strategic grants planning, program design including technical services, and overall implementation*** of federal, state, and local grants-funded programs while also continuing our work in disaster preparedness, response, recovery, and mitigation to build resilience.

In total, we have supported more than 170 state and local governments to run efficient grants programs in just the last 5 years. This has allowed us to develop a centralized knowledge base that enables our team to pull established and vetted templates to quickly stand-up and support all components of the grants management lifecycle—including grants management policy and procedures documents, training curriculum, application templates, risk assessments, monitoring toolkits, reporting templates, closeout checklists, documentation standards, and audit prep materials.

Recent examples of support from across the country include:

- Technical lead on the National League of Cities Local Infrastructure Hub
- Supporting the Federal Communications Commission on the deployment of their Affordable Connectivity Program
- Helping the Kansas Office of Broadband Development administer over $175 million in Coronavirus Relief Fund (CRF), ARPA, CPF, and Broadband Equity, Access, and Deployment (BEAD) funding
- Supporting jurisdictions across the State of Arizona with ARPA program implementation

Witt O'Brien's integrated consulting approach is further substantiated by its affiliation with our parent company, Ambipar Holdings USA, Inc. Witt O'Brien's, LLC is a 100% wholly owned subsidiary of Ambipar. All information submitted in this proposal pertains exclusively to Witt O'Brien's, as the "Offeror." Although our firm is backed by the financial strength of our parent company, all of the resources to be utilized in performing services under this contract for Wecom will be provided through Witt O'Brien's, LLC.

The current Witt O'Brien's, LLC entity dates back to the 2009 merger between Witt Associates and O'Brien's Response Management. We design and implement policy, administrative, and technical solutions that ensure the continuity, stability, and resilience of mission-critical government and corporate missions, thus helping protect our clients by preparing for all types of disruption. We're with you when it counts.

Founded in 1995, Ambipar maintains $1 billion in annual revenue and specializes in preparing for and responding to environmental, chemical, and biological emergencies that affect communities, companies, and the environment.

Representative List of Current Witt O'Brien's Clients

States

- **Delaware** State Housing Authority
- **Idaho** Dept of Health and Welfare
- **Iowa** Finance Authority
- **Iowa** Economic Development Authority
- **Kansas** (all 105 counties)
- **Kansas** Dept of Commerce
- **Kansas** Dept of Health & Environment
- **Kansas** Housing Resources Corporation
- **Minnesota** Housing Finance Agency
- **Missouri** Housing Development Commission
- **New York** State Homes and Community Renewal
- **Pennsylvania** Dept of Health
- **Rhode Island** Housing
- **Rhode Island** Dept of Admin
- **Rhode Island** Commerce
- **South Carolina** Emergency Management Division
- **Texas** Department of Housing and Community Affairs
- **West Virginia** Housing Finance Agency

Counties

- Jefferson County, AL
- Cochise County, AZ
- Graham County, AZ
- Greenlee County, AZ
- Sacramento County, CA
- Santa Clara County, CA
- Clay County, FL
- Hardee County, FL
- Indian River County, FL
- Marion County, FL
- Pinellas County, FL
- Putnam County, FL
- St. Johns County, FL
- Hall County, GA
- Pottawattamie County, IA
- Franklin County, KS
- Geary County, KS
- Graham County, KS
- Johnson County, KS
- Kingman County, KS
- Riley County, KS
- Rooks County, KS
- Sedgwick County, KS
- Shawnee County, KS
- Frederick County, MD
- Montgomery County, MD
- Hennepin County, MN
- St. Louis County, MO
- Jasper County, MS
- Suffolk County, NY
- Ocean County, NJ
- Cleveland County, OK
- Garvin County, OK
- McClain County, OK
- Grant County, OR
- Berks County, PA
- Delaware County, PA
- Montgomery County, PA
- Erie County, PA
- Kerr County, TX
- Harris County, TX
- Arlington County, VA
- King County, WA

Municipalities

- Hoover, AL
- Thatcher, AZ
- Tempe, AZ
- San José, CA
- Culver City, CA
- Long Beach, CA
- Town of Davie, FL
- Oakland Park, FL
- Coral Springs, FL
- Pompano Beach, FL
- Key Biscayne, FL
- Dunedin, FL
- Miami Beach, FL
- Roeland Park, KS
- Morehead City, NC
- Englewood Hsg Authority, NJ
- Township of Toms River, NJ
- Township of Berkeley, NJ
- Moore, OK
- Kerrville, TX
- Houston, TX
- Baytown, TX
- Norfolk, VA

Educational Institutions

- CalTech, CA
- California State University System, CA
- San José Evergreen CC District, CA
- Broward County Schools, FL
- Vincennes University, IN
- Lafayette Parish School System, LA
- University of North Carolina System, NC
- Norman Public Schools, OK

Healthcare

- Memorial Healthcare System, FL
- Archbold Medical Center, GA
- Southeast Georgia Health System
- Upson Regional Medical, GA
- Edward Elmhurst Health Center, IL
- Maine General Health, ME
- Erickson Living, MD
- New Hanover Regional Med Center, NC
- Albany Medical Center, NY
- Amsterdam Nursing Home, NY
- Bishop's Commons, NY
- Episcopal Health Service, NY
- Metropolitan Jewish Health Sys NY
- Miriam Osborn Memorial Home Association, NY
- Rebekah Rehab & Extended Care Center, NY
- Richmond University Medical Center, NY
- St. Francis Commons, NY
- The Osborn, NY
- Village Care, NY
- Weill Cornell Medicine, NY
- INTEGRIS Health, OK
- Conway Medical Center Foundation, SC

NGOs

- Love City Strong, USVI
- U.S. Council of Mayors
- National Association of Counties
- International Association of Emergency Managers
- FL Association of Counties
- National League of Cities
- CA State Association of Counties
- NJ State Association of Counties
- NC League of Municipalities

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WHO IS THE TEAM?

Witt O'Brien's senior leadership are at the forefront of national thought leadership on addressing multiple federal funding streams simultaneously. Our Community Services practice utilizes internally developed comprehensive tools, templates, methods, and processes to enable quick and effective implementation of complex, regulatory-compliant programs. Our integrated program management approach ensures appropriate oversight and coordination of all critical and necessary program functions by all relevant stakeholders.

Brad Gair, CEM, is internationally recognized for his disaster management expertise. He served as a FEMA Federal Coordinating Officer after scores of disasters, including the 9/11 attacks in New York and Hurricane Katrina. After Hurricane Sandy, he served as New York City's Deputy Commissioner of Emergency Management (under Mayor Bloomberg), leading a $4.2 billion housing recovery program. He also led an $8 billion recovery and resilience program for the U.S. Virgin Islands. Since March 2020, Brad has been providing strategic advice and support to address COVID-19 to the highest levels of state and local governments.

Matthew Erchull is an expert in the development of large-scale and complex federally funded programs. He is a nationally recognized subject matter expert in the development of public policy, program and project management, research, and quantitative analysis focused on assisting state and local governments, NGOs, and private non-profits with federally funded HUD, HHS, FEMA, DHS, EDA, DOT, DOC, DOI, and DOJ grants programs. He currently oversees an industry leading practice assisting more than 95 states, local, and territorial governments, and non-profits across the country, advising on the compliant use of over $10 billion in COVID-19 federal assistance.

Matthew Hanson, CGMS, brings more than 25 years of experience in government program and grants management, finance, and agency operations at the federal, state, and local levels. Currently, Matthew supports clients nationwide by providing strategic planning, development, and implementation of federally funded grants and assistance programs through grants management best practices and subject matter expertise. Before joining Witt O'Brien's, he served as Assistant Director of the Arizona Governor's Office of Strategic Planning and Budgeting, Economic Recovery Management Team. He supported the state's response to and recovery from COVID-19 through administration of the COVID-19 relief and other federal programs. He was fully engaged in stakeholder engagement and outreach, project management, grants management, and financial oversight. His analyses of federal funding bills were key to developing appropriate programs, workflows, and impactful executive-level briefings to the Governor's Office and other state leaders.

Jason Mistlebauer is a Director in Witt O'Brien's Community Services practice. A senior grants management professional, Jason has more than 25 years of experience in program development, management, and implementation for public sector and non-profit clients. Jason recently joined Witt O'Brien's to provide project management support for COVID-19 programs, guiding clients on effective use of the various funding streams including ARPA funding. Prior to Witt O'Brien's, he served in the Arizona Governor's Office of Strategic Planning and Budgeting, where he was responsible for the management of over $5 billion in Federal grants funds, primarily the CRF and the SLFRF.

WHAT IS THE COST?

Witt O'Brien's fees are based on the rate schedule outlined below. The City of Cooper City will be invoiced on a time and materials basis, for the work performed.

Proposed Engagement Terms

Witt O'Brien's proposes a 12-month engagement through June 5, 2024 with an option of two one-year renewals with and initial not to exceed amount of $10,000.

The following rate schedule is intended to be comprehensive in nature to provide the greatest amount of flexibility in identifying and utilizing services based on the dynamic needs of the organization.

Proposed Fee Schedule

Professional Services	Rate/ Hour
Management Consultant V	$225.00
Management Consultant IV	$175.00
Management Consultant III	$150.00
Management Consultant II	$120.00
Management Consultant I	$95.00

While we anticipate all work for the City of Cooper City to be conducted virtually by the Witt O'Brien's team, if conditions change and on-site support is required, in addition to the hourly rates quoted above, out-of-pocket expenses incurred in connection with performance of this agreement will be invoiced. Travel expenses such as lodging, airfare (coach class), rental car, and other miscellaneous expenses shall be reimbursed at our cost, without mark-up. Per diem will be reimbursed in accordance with the rates published by General Services Administration for the area of operation. If mileage is applicable, mileage shall be reimbursed at the prevailing IRS mileage rate.

WHAT ARE THE NEXT STEPS?

Witt O'Brien's appreciates your review and consideration of this proposal. We sincerely hope to forge a long and meaningful partnership with the City of Cooper City and its employees. For next steps in establishing a contract for services with Witt O'Brien's, please contact Matthew Hanson, Associate Managing Director – Community Services, by phone at (602) 377-7960 or by email at mhanson@wittobriens.com.

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PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the 11th day of July, **2023** by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 S.W. 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

WITT O'BRIEN'S, LLC ("Consultant"), a Delaware limited liability company, having an office at 818 Town & Country Blvd., Suite 200, Houston, Texas 77024 USA. CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objective, and intention of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Section 2-258(g) of the City's Code of Ordinances provides an exception to the City's competitive solicitation requirements for "professional services," which are defined as "contracts for the service of professionals, including but not limited to the practice of law, management consulting, medicine, real estate appraisal, or other area of expertise as determined by the City Manager or designee to be in the best interests of the City." In accordance with this provision, the City has reviewed qualifications, work history, and other relevant data provided by the CONSULTANT and determined that the CONSULTANT is being engaged to provide a professional service.

SERVICES AND RESPONSIBILITIES

2.1 CONSULTANT hereby agrees to perform the services related to federal assistance programs, including the American Rescue Plan Act, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof. In the event of any conflicts between this Agreement, Exhibit A, this Agreement shall prevail.

2.2 CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

2.4 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the CITY.

2.5 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of CITY.

ARTICLE 3
TERM AND TERMINATION

3.1 The term of this Agreement shall commence upon execution by both Parties and shall terminate upon the completion of the scope of work, as set forth in Exhibit "A."

3.2 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon seven (7) days' written notice by the CITY to CONSULTANT in which event the CONSULTANT shall be paid its compensation for services performed to termination date. [NOTE: CONSULTANT may not terminate existing assignments for convenience after they have been accepted.] In the event that the CONSULTANT abandons this Agreement or causes it to be terminated,, the CITY shall provide written notification of default and provide the CONSULTANT seven (7) days to cure such default prior to the termination. If the CITY is in default of the Agreement the CONSULTANT shall provide written notification of such default to the CITY and provide the CITY seven (7) days to cure such default prior to termination. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY immediately.

3.4 SCRUTINIZED COMPANIES. CONSULTANT certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONSULTANT agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONSULTANT, its affiliates, or its subConsultants are found to have submitted a false certification; or if the CONSULTANT, its affiliates, or its subConsultants are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 CONSULTANT shall be entitled to invoice CITY on a monthly basis for services performed, in accordance with the proposed fee schedule included in Exhibit "A.". The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. The compensation shall not exceed ten thousand dollars and 00/100 ($10,000.00).

4.2 CITY will make its best efforts to pay CONSULTANT within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONSULTANT at:

Witt O'Brien's LLC_____
P.O. BOX 736155_____
Dallas, TX 75373-6155_____

ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONSULTANT be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6
INDEMNIFICATION

6.1 CONSULTANT shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party directly resulting from acts, error, omission, or negligent act of CONSULTANT, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and reasonable attorneys' fees in connection with the performance by CONSULTANT pursuant to this Agreement.

6.2 CONSULTANT shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and reasonable attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONSULTANT will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONSULTANT pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONSULTANT'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONSULTANT, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONSULTANT's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONSULTANT from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONSULTANT. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 7
INSURANCE

7.1 The CONSULTANT shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind directly resulting from the performance of this Agreement by the CONSULTANT or its employees, agents, servants, partners principals or subConsultants. The CONSULTANT shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees which may issue thereon. The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

7.2 CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONSULTANT allow any subConsultant to commence work on his subcontract until all similar such insurance required of the subConsultant has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Policies shall be endorsed to provide the CITY with notice of cancellation or the CONSULTANT shall obtain written agreement from its Agent to provide the CITY with notice of cancellation.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, at least forty-five (45) days of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $2,000,000

Products & Completed Operations Coverage shall be maintained for one (1) years after the final payment under this contract.

The City of Cooper City must be shown as an additional insured with respect to this coverage, to the extent of the liabilities assumed by Consultant under this Agreement.

7.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONSULTANT engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONSULTANT shall require the subConsultants similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. Coverage for the CONSULTANT and

his subConsultants shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation:	Coverage A –	Statutory
2. Employers Liability:	Coverage B	$500,000 Each Accident
		$500,000 Disease – Policy Limit
		$500,000 Disease – Each Employee

If CONSULTANT claims to be exempt from this requirement, CONSULTANT shall provide CITY proof of such exemption along with a written request for CITY to exempt CONSULTANT, written on CONSULTANT letterhead.

7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. Non-Owned Autos (Symbol 9)
   Combined Single Limit (Each Accident) - $1,000,000

7.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than $1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than one (1) years after final payment of the contract.

7.6.5 Sexual Abuse may not be excluded from any policy.

7.7 REQUIRED ENDORSEMENTS

7.7.1 The City of Cooper City shall be named as an Additional Insured on each of the General Liability policies required herein, to the extent of the liabilities assumed by Consultant under this Agreement

7.7.1 Waiver of all Rights of Subrogation against the CITY

7.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY

7.7.4 CONSULTANTs' policies shall be Primary & Non-Contributory

7.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY

7.7.6 The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

7.8 CONSULTANT shall name the CITY, as an additional insured on each of the General Liability policies required herein to the extent of the liabilities assumed by Consultant under this Agreement and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises directly related to the services provided hereunder.

7.9 Any insurance required of the CONSULTANT pursuant to this Agreement must also be required by any subConsultant in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subConsultant is covered by the protection afforded by the CONSULTANT and provided proof of such coverage is provided to CITY. The CONSULTANT and any subConsultants shall maintain such policies during the term of this Agreement.

7.10 The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 8
INDEPENDENT CONSULTANT

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent Consultant under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONSULTANT's Funds provided for herein. The CONSULTANT agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
VENUE

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 10
PUBLIC RECORDS

10.1 The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service;

10.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and

10.1.4 Upon completion of the contract, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

10.2 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CITY CLERK
9090 S.W. 50th PLACE
COOPER CITY, FL 33328
(954) 434-4300
tallen@coopercityfl.org

ARTICLE 11
FEDERAL REQUIREMENTS

Any reference made to CONSULTANT in this section shall also apply to any SubConsultant under the terms of this Contract. CONSULTANT shall be responsible for the compliance by any subConsultant or lower tier subConsultant with all of these contract clauses:

11.1 CONSULTANT shall assist CITY in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to costs arising out of the services provided pursuant to this Agreement. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries.

11.2 If reimbursement is denied to CITY due to CONSULTANT's negligence, including failure to comply with this Article, CONSULTANT upon notification from FEMA or the Florida Division of Emergency Management of such denial and upon written demand by the CITY. The CITY shall provide CONSULTANT written notice of denial, and provide the CONSULTANT seven (7) days of written notice to cure if CONSULTANT does not cure in such timeframe the CONSULTANT shall reimburse CITY for amounts denied due to CONSULTANT's negligence. This obligation shall survive the term or termination of this Agreement.

11.3 Notwithstanding anything to the contrary set forth herein, CONSULTANT shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec.200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of this section shall prevail.

11.3.1 Equal Employment Opportunity: During the performance of this contract, CONSULTANT agrees as follows:

(1) CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONSULTANT's legal duty to furnish information.

(4) CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONSULTANT's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of CONSULTANT's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) CONSULTANT will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subConsultant or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event CONSULTANT becomes involved in, or is threatened with, litigation with a subConsultant or vendor as a result of such direction, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

11.3.2 Davis-Bacon Act: Consultant shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, Consultants 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, Consultants must be required to pay wages

not less than once a week.

11.3.3 Copeland "Anti-Kickback" Act: CONSULTANT shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Consultants and SubConsultants on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONSULTANT 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. CITY must report all suspected or reported violations to the Federal awarding agency.

11.3.4 Contract Work Hours and Safety Standards Act. (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONSULTANT 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.

(1) Overtime requirements. No Consultant or subConsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Consultant and any subConsultant responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subConsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subConsultant under any such contract or any

other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subConsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Consultant or subConsultant shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subConsultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subConsultant or lower tier subConsultant with the clauses set forth in paragraphs (1) through (4) of this section."

11.3.5 Clean Air Act: Pursuant to 42 U.S.C. 7401- 7671q. and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended CONSULTANT agrees 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). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
Clean Air Act.

(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Consultant agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Consultant agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

11.3.6. Suspension and Debarment. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(1) The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(2) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

11.3.7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).Consultants who apply or bid for an award of $100,000 or more shall 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 shall 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 recipient."

11.3.8 Compliance with State Energy Policy and Conservation Act. Consultant shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

11.3.9 Recovered Materials.

(1) In the performance of this Contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(i) Competitively within a timeframe providing for compliance with the contract performance schedule

(ii) Meeting Contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

11.3.10 Pursuant to 44 CFR 13.36(i)(7), Consultant shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41

11.3.11 Pursuant to 44 CFR 13.36(i)(8), Consultant agrees that if this Agreement results in any copyrightable materials or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes

11.3.12 Access to Records. In accordance with 44 CFR 13.36(i)(11) and Chapters 119 and 257, Florida Statutes,

(1) The Consultant agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The Consultant agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case Consultant agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

11.3.13 No Obligation by the Federal Government

(1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the contract and shall not be subject to any obligations or liabilities to the City, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further

agreed that the clause shall not be modified, except to identify the subConsultant who will be subject to its provisions.

11.3.14 DHS Seal, Logo, and Flags. The Consultant shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

11.3.15 Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11.3.16 Fraudulent Statements. The Consultant acknowledges that 31 U.S.C. Chap. 38 applies to the Consultant's actions pertaining to this Contract.

ARTICLE 12
MISCELLANEOUS

12.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONSULTANT's work product for its intended purposes.

12.2 **Records.** CONSULTANT shall keep such records and accounts and require any and all subConsultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of seven(7) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

12.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.4 **No Contingent Fees.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation,

individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONSULTANT and CITY designate the following as the respective places for giving of notice:

CITY
Ryan Eggleston, City Manager
City of Cooper City
9090 S.W. 50th Place
Cooper City, Florida 33328
Telephone No. (954) 434-4300
Email: reggleston@coopercityfl.gov

Copy To:
Jacob G. Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923
Email: jhorowitz@gorencherof.com

Consultant:
Director of Contracts & Compliance
818 Town & Country Blvd., Suite 200
Houston Texas 77024
Telephone No. 281-320-9796
Email: contractrequests@wittobriens.com
cjoiner@wittobriens.com

Copy to:
Witt O'Brien's, LLC
2200 Eller Drive
Fort Lauderdale, FL 33316
Email: blong@ckor.com
cjoiner@wittobriens.com

12.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

12.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

12.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

12.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

12.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

12.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

12.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF COOPER CITY, FLORIDA

ATTEST:

By: _____

TEDRA ALLEN, CITY CLERK

RYAN EGGLESTON, CITY MANAGER

APPROVED AS TO FORM:

_____

OFFICE OF THE CITY ATTORNEY

CONSULTANT:

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Witt O'Brien's, LLC

By: Cheryl Joiner
Name: Cheryl Joiner
Title: Director Contracts & Compliance

STATE OF Texas
COUNTY OF Harris)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Cheryl Joiner as Director Contracts & Compliance of **Witt O'Brien's, LLC**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **Witt O'Brien's, LLC** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 10th day of **July, 2023**.

ALIA AL QAISSY
Notary Public, State of Texas
Comm. Expires 10-02-2024
Notary ID 132724408

NOTARY PUBLIC

Alia Al Qaissy
(Name of Notary Typed, Printed or Stamped)

June 6, 2023

Ryan Eggleston
City Manager
City of Cooper City, Florida

RE: Proposal for Grants Management Support

Dear City Manager Eggleston,

We are pleased to present you with our proposal to support the City of Cooper City in managing federal assistance programs, including those from the American Rescue Plan Act (ARPA) and Infrastructure Investment and Jobs Act (IIJA).

Witt O'Brien's is a global leader in grants and program management. We bring more than two decades of experience navigating complex federal assistance programs on behalf of hundreds of state, local, and private sector organizations, nationwide. To date, we have maximized the recovery and implementation of over $75 billion. Our dedicated, experienced team of more than 500 personnel engaged in the federal grants management lifecycle is capable of achieving a surge scale of more than 600 when and where needed, and forms part of a larger organization of more than 1,200 employees frequently involved in emergency response and recovery initiatives.

When you partner with Witt O'Brien's, you receive:

Unparalleled, demonstrated grants expertise: Today, we are actively assisting more than 100 state, local, and territorial governments manage and administer more than $50 billion in grants funding. Our world-class team of experts are former federal grants program managers and local and city administrators with firsthand experience being on the frontlines of grants management.

Comprehensive, integrated solutions delivery: Our tailored solutions are designed to support our clients through every step of the federal grants application, award, and implementation process. We help you make informed decisions and maximize programmatic impact. We provide grants management training and technical assistance, research, writing, reporting, and compliance support, among many other areas required for successful program stand-up, including rapid development of community partnerships.

Strategic partners and resources: Witt O'Brien's maintains strategic partnerships to ensure all client needs can be met swiftly and accurately. Such relationships provide financial or accounting services, technical support, software platforms, and local staffing support.

For questions related to our services please contact Matthew Hanson, Associate Managing Director – Community Services, at mhanson@wittobriens.com. We look forward to an impactful partnership with you and your team.

Respectfully,
Witt O'Brien's, LLC

Cheryl Detillieu Joiner, CPCM
Director of Contracts and Compliance

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HOW CAN WE HELP?

The myriad of available funding programs creates a wealth of opportunity, as well as confusion for local governments nationwide. Engaging the right support team to ensure immediate understanding of—and access to—those programmatic resources most beneficial to your near-, medium-, and long-term objectives is imperative in order to achieve maximum impact. Witt O'Brien's holistic, integrated program management approach supports assessment, program design, organizational capacity development, system and process development, and optimization. Our experts deliver a range of field-tested strategies, tools, templates, and processes—serving as force multipliers, maintaining the cultural integrity of your internal teams and amplifying your existing capabilities.

Our services include:

Organization and Coordination
Develop a clear understanding of current programs and associated stakeholders and support centralized and localized coordination amongst designated leadership and partners. Define roles, responsibilities, and goals for each program and monitor progress.

Grants Management
Support strategic planning, development, and implementation of federally and locally funded grants programs through grants management best practices and subject matter expertise, including oversight of regulatory compliance requirements and federally mandated quarterly reporting schedules using official reporting systems.

Data Management
Support comprehensive data collection and management practices, including development of streamlined templates, tools, and reporting systems to support centralized and localized/program-specific data management and reporting practices, prevent data reporting issues, and enable process improvements.

Financial and Budget Management
Support clients in budget development and provide quality assurance and quality control. Activities include the creation of a streamlined 'budget summary' template to capture total proposed budget, expected annual expenditures, local cost-share requirements (if any), and other important data elements required by financial staff for system entry and/or cost center creation.

Contract Management and Oversight
Oversee assigned program vendors to ensure quality of performance and adherence to specified terms and conditions.

Staff Augmentation
Provide clients with auxiliary staffing support to augment existing services and skillsets, as determined by an approved role and rate schedule.

After-Action and Performance Reviews
Examine past and ongoing program delivery and response management programs to identify and recommend targeted best practices and lessons learned. Activities include project task list development, timelines, and monitoring of corrective actions to ensure accountability, effective implementation, and continuous improvement.

WHY WITT O'BRIEN'S?

Witt O'Brien's is a firm focused on policy advisory services and the entire lifecycle of grants management to improve the resilience of communities nationwide. ***For more than 20 years, Witt O'Brien's has led and supported grants management efforts across the country***, including critical grants implementation and oversight following nearly every major natural or human-caused disaster during this timeframe. We have provided ***strategic grants planning, program design including technical services, and overall implementation*** of federal, state, and local grants-funded programs while also continuing our work in disaster preparedness, response, recovery, and mitigation to build resilience.

In total, we have supported more than 170 state and local governments to run efficient grants programs in just the last 5 years. This has allowed us to develop a centralized knowledge base that enables our team to pull established and vetted templates to quickly stand-up and support all components of the grants management lifecycle—including grants management policy and procedures documents, training curriculum, application templates, risk assessments, monitoring toolkits, reporting templates, closeout checklists, documentation standards, and audit prep materials.

Recent examples of support from across the country include:

- Technical lead on the National League of Cities Local Infrastructure Hub
- Supporting the Federal Communications Commission on the deployment of their Affordable Connectivity Program
- Helping the Kansas Office of Broadband Development administer over $175 million in Coronavirus Relief Fund (CRF), ARPA, CPF, and Broadband Equity, Access, and Deployment (BEAD) funding
- Supporting jurisdictions across the State of Arizona with ARPA program implementation

Witt O'Brien's integrated consulting approach is further substantiated by its affiliation with our parent company, Ambipar Holdings USA, Inc. Witt O'Brien's, LLC is a 100% wholly owned subsidiary of Ambipar. All information submitted in this proposal pertains exclusively to Witt O'Brien's, as the "Offeror." Although our firm is backed by the financial strength of our parent company, all of the resources to be utilized in performing services under this contract for Wecom will be provided through Witt O'Brien's, LLC.

The current Witt O'Brien's, LLC entity dates back to the 2009 merger between Witt Associates and O'Brien's Response Management. We design and implement policy, administrative, and technical solutions that ensure the continuity, stability, and resilience of mission-critical government and corporate missions, thus helping protect our clients by preparing for all types of disruption. We're with you when it counts.

Founded in 1995, Ambipar maintains $1 billion in annual revenue and specializes in preparing for and responding to environmental, chemical, and biological emergencies that affect communities, companies, and the environment.

Representative List of Current Witt O'Brien's Clients

States

- **Delaware** State Housing Authority
- **Idaho** Dept of Health and Welfare
- **Iowa** Finance Authority
- **Iowa** Economic Development Authority
- **Kansas** (all 105 counties)
- **Kansas** Dept of Commerce
- **Kansas** Dept of Health & Environment
- **Kansas** Housing Resources Corporation
- **Minnesota** Housing Finance Agency
- **Missouri** Housing Development Commission
- **New York** State Homes and Community Renewal
- **Pennsylvania** Dept of Health
- **Rhode Island** Housing
- **Rhode Island** Dept of Admin
- **Rhode Island** Commerce
- **South Carolina** Emergency Management Division
- **Texas** Department of Housing and Community Affairs
- **West Virginia** Housing Finance Agency

Counties

- Jefferson County, AL
- Cochise County, AZ
- Graham County, AZ
- Greenlee County, AZ
- Sacramento County, CA
- Santa Clara County, CA
- Clay County, FL
- Hardee County, FL
- Indian River County, FL
- Marion County, FL
- Pinellas County, FL
- Putnam County, FL
- St. Johns County, FL
- Hall County, GA
- Pottawattamie County, IA
- Franklin County, KS
- Geary County, KS
- Graham County, KS
- Johnson County, KS
- Kingman County, KS
- Riley County, KS
- Rooks County, KS
- Sedgwick County, KS
- Shawnee County, KS
- Frederick County, MD
- Montgomery County, MD
- Hennepin County, MN
- St. Louis County, MO
- Jasper County, MS
- Suffolk County, NY
- Ocean County, NJ
- Cleveland County, OK
- Garvin County, OK
- McClain County, OK
- Grant County, OR
- Berks County, PA
- Delaware County, PA
- Montgomery County, PA
- Erie County, PA
- Kerr County, TX
- Harris County, TX
- Arlington County, VA
- King County, WA

Municipalities

- Hoover, AL
- Thatcher, AZ
- Tempe, AZ
- San José, CA
- Culver City, CA
- Long Beach, CA
- Town of Davie, FL
- Oakland Park, FL
- Coral Springs, FL
- Pompano Beach, FL
- Key Biscayne, FL
- Dunedin, FL
- Miami Beach, FL
- Roeland Park, KS
- Morehead City, NC
- Englewood Hsg Authority, NJ
- Township of Toms River, NJ
- Township of Berkeley, NJ
- Moore, OK
- Kerrville, TX
- Houston, TX
- Baytown, TX
- Norfolk, VA

Educational Institutions

- CalTech, CA
- California State University System, CA
- San José Evergreen CC District, CA
- Broward County Schools, FL
- Vincennes University, IN
- Lafayette Parish School System, LA
- University of North Carolina System, NC
- Norman Public Schools, OK

Healthcare

- Memorial Healthcare System, FL
- Archbold Medical Center, GA
- Southeast Georgia Health System
- Upson Regional Medical, GA
- Edward Elmhurst Health Center, IL
- Maine General Health, ME
- Erickson Living, MD
- New Hanover Regional Med Center, NC
- Albany Medical Center, NY
- Amsterdam Nursing Home, NY
- Bishop's Commons, NY
- Episcopal Health Service, NY
- Metropolitan Jewish Health Sys NY
- Miriam Osborn Memorial Home Association, NY
- Rebekah Rehab & Extended Care Center, NY
- Richmond University Medical Center, NY
- St. Francis Commons, NY
- The Osborn, NY
- Village Care, NY
- Weill Cornell Medicine, NY
- INTEGRIS Health, OK
- Conway Medical Center Foundation, SC

NGOs

- Love City Strong, USVI
- U.S. Council of Mayors
- National Association of Counties
- International Association of Emergency Managers
- FL Association of Counties
- National League of Cities
- CA State Association of Counties
- NJ State Association of Counties
- NC League of Municipalities

WHO IS THE TEAM?

Witt O'Brien's senior leadership are at the forefront of national thought leadership on addressing multiple federal funding streams simultaneously. Our Community Services practice utilizes internally developed comprehensive tools, templates, methods, and processes to enable quick and effective implementation of complex, regulatory-compliant programs. Our integrated program management approach ensures appropriate oversight and coordination of all critical and necessary program functions by all relevant stakeholders.

Brad Gair, CEM, is internationally recognized for his disaster management expertise. He served as a FEMA Federal Coordinating Officer after scores of disasters, including the 9/11 attacks in New York and Hurricane Katrina. After Hurricane Sandy, he served as New York City's Deputy Commissioner of Emergency Management (under Mayor Bloomberg), leading a $4.2 billion housing recovery program. He also led an $8 billion recovery and resilience program for the U.S. Virgin Islands. Since March 2020, Brad has been providing strategic advice and support to address COVID-19 to the highest levels of state and local governments.

Matthew Erchull is an expert in the development of large-scale and complex federally funded programs. He is a nationally recognized subject matter expert in the development of public policy, program and project management, research, and quantitative analysis focused on assisting state and local governments, NGOs, and private non-profits with federally funded HUD, HHS, FEMA, DHS, EDA, DOT, DOC, DOI, and DOJ grants programs. He currently oversees an industry leading practice assisting more than 95 states, local, and territorial governments, and non-profits across the country, advising on the compliant use of over $10 billion in COVID-19 federal assistance.

Matthew Hanson, CGMS, brings more than 25 years of experience in government program and grants management, finance, and agency operations at the federal, state, and local levels. Currently, Matthew supports clients nationwide by providing strategic planning, development, and implementation of federally funded grants and assistance programs through grants management best practices and subject matter expertise. Before joining Witt O'Brien's, he served as Assistant Director of the Arizona Governor's Office of Strategic Planning and Budgeting, Economic Recovery Management Team. He supported the state's response to and recovery from COVID-19 through administration of the COVID-19 relief and other federal programs. He was fully engaged in stakeholder engagement and outreach, project management, grants management, and financial oversight. His analyses of federal funding bills were key to developing appropriate programs, workflows, and impactful executive-level briefings to the Governor's Office and other state leaders.

Jason Mistlebauer is a Director in Witt O'Brien's Community Services practice. A senior grants management professional, Jason has more than 25 years of experience in program development, management, and implementation for public sector and non-profit clients. Jason recently joined Witt O'Brien's to provide project management support for COVID-19 programs, guiding clients on effective use of the various funding streams including ARPA funding. Prior to Witt O'Brien's, he served in the Arizona Governor's Office of Strategic Planning and Budgeting, where he was responsible for the management of over $5 billion in Federal grants funds, primarily the CRF and the SLFRF.

WHAT IS THE COST?

Witt O'Brien's fees are based on the rate schedule outlined below. The City of Cooper City will be invoiced on a time and materials basis, for the work performed.

Proposed Engagement Terms

Witt O'Brien's proposes a 12-month engagement through June 5, 2024 with an option of two one-year renewals with and initial not to exceed amount of $10,000.

The following rate schedule is intended to be comprehensive in nature to provide the greatest amount of flexibility in identifying and utilizing services based on the dynamic needs of the organization.

Proposed Fee Schedule

Professional Services	Rate/ Hour
Management Consultant V	$225.00
Management Consultant IV	$175.00
Management Consultant III	$150.00
Management Consultant II	$120.00
Management Consultant I	$95.00

While we anticipate all work for the City of Cooper City to be conducted virtually by the Witt O'Brien's team, if conditions change and on-site support is required, in addition to the hourly rates quoted above, out-of-pocket expenses incurred in connection with performance of this agreement will be invoiced. Travel expenses such as lodging, airfare (coach class), rental car, and other miscellaneous expenses shall be reimbursed at our cost, without mark-up. Per diem will be reimbursed in accordance with the rates published by General Services Administration for the area of operation. If mileage is applicable, mileage shall be reimbursed at the prevailing IRS mileage rate.

WHAT ARE THE NEXT STEPS?

Witt O'Brien's appreciates your review and consideration of this proposal. We sincerely hope to forge a long and meaningful partnership with the City of Cooper City and its employees. For next steps in establishing a contract for services with Witt O'Brien's, please contact Matthew Hanson, Associate Managing Director – Community Services, by phone at (602) 377-7960 or by email at mhanson@wittobriens.com.

CITY OF Cooper City
Someplace Special

CITY COMMISSION STAFF REPORT

DEPARTMENT: Human Resources Department

DATE: April 9, 2024

SUBJECT: Motion to approve and authorize a piggyback agreement between the City of Parkland and RSC INSURANCE BROKERAGE, INC. d/b/a GEHRING GROUP for Insurance brokerage services that will run concurrently with the City of Parkland's agreement. – **Human Resources**

CITY MANAGER RECOMMENDATION:
The City Manager recommends Commission approval and authorization of a piggyback agreement from the City of Parkland with RSC INSURANCE BROKERAGE, INC. d/b/a GEHRING GROUP, for Insurance brokerage services. This agreement will run concurrently with the City of Parkland's agreement, contingent upon the extension of the City of Parkland's agreement with the terms and conditions acceptable to the City. The City of Parkland's agreement with the Gehring Group is valid for two (2) years as of October 1, 2022, with the option for renewal for three (3) additional one-year terms through written consent.

BACKGROUND OF ITEM:
At the August 20, 2019, Commission meeting, an agreement with The Gehring Group to be the City's Agent of Record for insurance coverage was approved unanimously. To obtain the City's insurance, this agreement piggybacks the agreement between The Gehring Group and the City of Greenacres.

Since August 20, 2020, City staff and The Gehring Group have collaborated on insurance renewals and awards for medical, dental, vision, life, and disability insurance coverage, the Affordable Care Act reporting, annual federal regulation compliance, and fiscal year forecasting. City staff has been very satisfied with the services provided by The Gehring Group and wishes to continue working with The Gehring Group. However, as of May 5, 2024, the agreement with The City of Greenacres has expired, and their unsuccessful bid process prompted them to pursue an alternative agreement. Consequently, we are unable to continue piggybacking from their agreement.

Given the similarities between the City of Parkland's contract and our existing agreement, and in consideration of time and cost efficiencies, the Administration has opted to piggyback onto the City of Parkland's agreement.

The fiscal impact of the agreement with The Gehring Group on the City's budget is indirect, as their services commission is derived from secured premiums from each medical insurance

group. Extending our agreement with The Gehring Group will facilitate a smooth renewal for FY24-25.

FISCAL IMPACT:
No budget has been allocated for this expenditure in FY 2023-24. The Gehring Group receives payment through commissions from benefit providers, which are below industry standards for Medical and Dental services, set at 5% and 10%, respectively.

Commission percentage effective	October 1, 2022 – September 30, 2024	Commission percentage effective	October 1, 2024 – September 30, 2027
Policy	Commission Percentage	Policy	Commission Percentage
Medical	4.5%	Medical	4.0%
Dental	5.0%	Dental	5.0%
Life & AD&D	5.0%	Life & AD&D	5.0%
Vision	5.0%	Vision	5.0%
Short-Term Disability	5.0%	Short-Term Disability	5.0%
Long-Term Disability	5.0%	Long-Term Disability	5.0%

ATTACHMENTS:

1. Original Agreement between The City of Parkland and the Gehring Group. Exhibit A.
2. Gehring Group, a division of RSC Insurance Brokerage, Inc.'s Response to the City of Parkland's RFP. Exhibit B.
3. Original Agreement between The City of Cooper City and The Gehring Group.

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	Route to Purchasing	03/28/24 11:37 AM
Dodgen, Brandon	Assigned to Purchasing	COMPLETE: Forward to City Clerk	03/28/24 11:46 AM
Allen, Tedra	Assigned to City Clerk	Route to Attorney	03/28/24 01:42 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to City Manager	03/28/24 02:09 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to City Clerk	03/28/24 03:19 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	04/01/24 05:05 PM
Allen, Tedra	END WORKFLOW - APPROVED		04/02/24 01:10 PM

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INSURANCE AGENT BROKER SERVICES CONTRACT

THIS CONTRACT (the "Contract") is entered into and dated 7/15/2022, by and between the CITY OF PARKLAND, FLORIDA, a Florida municipal corporation, whose address is 6600 University Drive, Parkland, Florida 33067 (the "CITY") and RSC INSURANCE BROKERAGE, INC. d/b/a GEHRING GROUP, a Florida corporation whose address 3500 Kyoto Gardens Dr., Palm Beach Gardens, Florida 33410 (the "CONTRACTOR").

WITNESSETH:

WHEREAS, pursuant to RFP No. 2022-03 (the "RFP") the CITY accepted competitive proposals for Insurance Agent Broker Services (the "Services"); and

WHEREAS, on June 15, 2022, the City Commission approved Resolution 2022-027, awarding a contract to CONTRACTOR for the Services; and

WHEREAS, the CONTRACTOR will provide insurance agent broker services including plan design, implementation, analysis, compliance, maintenance, improvement and communications for the City's health and wellness benefit program for employees, in compliance with all applicable laws, as delineated in the RFP; and

NOW THEREFORE, the CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are acknowledged, agree as follows:

ARTICLE 1

INTRODUCTION AND SCOPE OF SERVICES

1.1 The above reference Whereas clauses are true and correct and made a part hereof.

1.2 This Contract, the RFP, attached hereto as Exhibit A, together with Contractor's Proposal to the RFP, attached hereto as Exhibit B, shall constitute the entire Contract, except to the extent specifically modified on Exhibit C Additional Terms and Conditions. The parties agree that the Scope of Services as defined in the RFP is a description of CONTRACTOR'S obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable. The City Manager shall appoint a Contract Administrator to act on behalf of the CITY with respect to this Contract.

1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and price as set forth in the RFP and the CONTRACTOR'S Proposal in response to the RFP. When the terms and conditions of this Contract may be read as

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consistent with the RFP, then and in that respect, the terms of both the RFP and this Contract shall be read as being consistent and shall be binding on both parties. **Where terms and conditions of this Contract contradict anything as set forth in the RFP or the Proposal, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.**

1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the RFP, or any aspect of the Services if the CITY deems it to be in the best interest of the CITY.

1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract,

ARTICLE 2

TERM AND TIME OF PERFORMANCE

2.1 This Agreement shall commence on October 1, 2022 and shall remain in effect for two (2) years, unless terminated earlier as provided in this Contract. The CITY reserves the right to renew the Contract for three (3) additional one (1) year term(s) providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the CITY. The CONTRACTOR shall be compensated for services at the rate in effect when this extension clause is invoked by the CITY.

2.2 In the event services are scheduled to end because of the expiration of the Contract, the CONTRACTOR shall continue the Services upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing Contract. The CONTRACTOR shall be compensated for the service at the rate in effect when this extension clause is invoked by the CITY.

2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

3.1 In consideration for the Services, the CITY agrees that CONTRACTOR will receive commissions from the carriers as set forth in **Exhibit C** (Additional Terms and Conditions).

ARTICLE 4

INDEMNIFICATION

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CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs and expenses, caused or alleged to be caused by any intentional or negligent act of, or omission of, CONTRACTOR, its employees, agents, servants, or officers, including, without limitation, and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the CITY by reason of any such claim, cause of action or demand, CONTRACTOR shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY'S option, pay for an attorney selected by the City Attorney to defend CITY.

The provision and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due CONTRACTOR under this Contract may be retained by CITY until all of CITY'S claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

ARTICLE 5

INSURANCE

CONTRACTOR shall provide, pay for, and maintain in force at all times during the term of this Contract the insurance coverage required in the RFP. Evidence of said insurance shall be provided within five (5) days of execution of this Contract by the City or prior to the commencement of any work, whichever event occurs first.

ARTICLE 6

TERMINATION OR SUSPENSION

6.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in the written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the CITY Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiable terminated for cause, such termination shall be deemed a termination for convenience,

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which shall be effective thirty (30) days after such notice of termination for cause is provided.

6.2 The CITY may terminate this Contract for cause for reasons including, but not limited to, CONTRACTOR'S repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract. CITY will provide CONTRACTOR written notice of the failure and CONTRACTOR shall have 30 days to cure performance before the Contract is automatically terminated for cause.

6.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the CITY Manager, which the CITY Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.

6.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Contract for convenience.

6.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 8.1 of Article 8.

6.6 Should at any time during the term of this Contract, the CITY determine that CONTRACTOR is in violation of any of the terms and conditions of this Contract, the CITY shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the CITY. If the violation is not promptly resolved or is of such serious nature that the CITY determines that suspension is not adequate, the CITY reserves the right to terminate for cause.

6.6.1 In the event the CONTRACTOR is terminated, the CITY may assign the Contract to another Contractor, or seek a new Contractor, until the Contract is re-let, or until the end of the Contract term then in effect, at its sole option and shall reserve all legal rights and remedies for damages and other relief.

ARTICLE 7

EEO AND ADA COMPLIANCE

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7.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractor or subContractors, except that any project assisted by the U.S Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

7.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (the "ADA") in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 8

MISCELLANEOUS

8.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become to property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

8.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subContractors that are related to the Work or Services provided under this Agreement. CONTRACTOR and its subContractors s shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Services.

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All books, records, and accounts of CONTRACTOR and its subContractors shall be kept in written form, or in a form capable of conversion into writing form within a reasonable time, and upon request to do so, CONTRACTOR or is subContractors, as applicable, shall make same available at no cost to CITY in written form.

8.3 PUBLIC RECORDS

The CONTRACTOR shall comply with public records laws, as set forth in Chapter 119, Florida Statutes, and shall:

1. Keep and maintain public records required by the City to perform the services.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the City.
4. Upon completion or earlier termination of this Contract, transfer, at no cost, to the City all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
5. REQUEST FOR RECORDS; NONCOMPLIANCE.—
   (a) A request to inspect or copy public records relating to this Contract must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
   (b) If a CONTRACTOR does not comply with the City's request for records, the City shall enforce the contract provisions in accordance with this Contract.
   (c) A CONTRACTOR who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

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

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RECORDS AT (954) 757 4132, cityclerk@cityofparkland.org, OR BY MAIL CITY OF PARKLAND – CITY CLERK'S OFFICE 6600 UNIVERSITY DRIVE, PARKLAND, FL 33067.

8.4 BACKGROUND CHECKS:

The City reserves the right to require background checks of any personnel assigned by CONTRACTOR to perform services under this CONTRACT.

8.5 COMPLAINTS AND DISPUTES:

All complaints concerning misconduct on the part of the CONTRACTOR or disputes between CITY staff and the CONTRACTOR are referred to the CITY Manager or his/her designee, who shall conduct investigations and inquiries, including discussions with the CONTRACTOR and involved staff. The determinations of the CITY Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the CITY concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices, etc., will be referred to the Office of the CITY Manager for appropriate action. The CONTRACTOR agrees to make any complains concerning the CITY available to the Office of the CITY Manager for action as required.

8.6 PUBLIC ENTITY CRIME ACT

CONTRACTOR represents that the execution of this Contract will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a CONTRACTOR, Contractor, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONTRACTOR, supplier, subContractor, or Contractor under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid by CITY pursuant to this Contract, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133,

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Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

8.7 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent CONTRACTOR under this Contract. Services provided by CONTRACTOR pursuant to this Contract shall be by employees or sub-Contractors of CONTRACTOR and subject to the supervision of CONTRACTOR and not as officers, employees or agents of the CITY. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Contract shall be the sole responsibility of CONTRACTOR. In providing such Services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONTRACTOR or CONTRACTOR'S agents any authority of any kind to bind CITY in any respect whatsoever.

In providing the services, CONTRACTOR shall determine the employees and subContractors necessary to provide the services and shall be responsible for their supervision. CONTRACTOR shall be not be entitled to any CITY employment benefits of any kind whatsoever.

8.8 SCRUTINIZED COMPANIES

1. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

2. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

3. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

8.9 E-VERIFY

CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this

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Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

8.10 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

8.11 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:
City Manager
Parkland City Hall
6600 University Drive
Parkland, Florida 33067

FOR CONTRACTOR:
Kurt Gehring, CEO
RSC INSURANCE BROKERAGE, INC. d/b/a GEHRING GROUP
3500 Kyoto Gardens Dr.
Palm Beach Gardens, Florida 33410

8.12 ASSIGNMENT AND PERFORMANCE

Neither this Contract nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Contract, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONTRACTOR of this Contract or any right or interest herein without CITY's written consent. CONTRACTOR represents that each person who will render services pursuant to this Contract is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

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CONTRACTOR shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of CONTRACTOR'S performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

8.13 CONFLICTS

Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment and care related to its performance under this Contract.

CONTRACTOR further agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against CITY in any legal or administrative proceeding in which he, she, or CONTRACTOR is not a party, unless compelled by a court. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CONTRACTOR or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action of in any administrative or legal proceeding.

In the event CONTRACTOR is permitted pursuant to this Contract to utilize subContractors to perform any services required by this Contract, CONTRACTOR agrees to require such subContractors, by written contract, to comply with the provisions of this section to the same extent as CONTRACTOR.

8.14 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty and obligation set forth herein and bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

CITY'S failure to enforce any provision of this Contract shall not be deemed a waiver of such a provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

8.15 COMPLIANCE WITH LAWS AND PUBLIC RECORDS OBLIGATIONS

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities and obligations pursuant to this Contract. The CONTRACTOR shall be obligated to comply with Chapter 119 Public Records Law as set forth in the RFP, this Contract and as required by the law.

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8.16 SEVERANCE

If any provision of this Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

8.17 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall interpreted as to its fair meaning and not strictly for or against any party.

8.18 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT.**

8.19 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same of similar formality as this Contract and executed by the CITY and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

8.20 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of

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this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

8.21 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The RFP, attached as Exhibit "A," and Contractor's Proposal to the RFP, attached as Exhibit "B," and the Additional Terms and Conditions, attached as Exhibit "C," are incorporated into and made a part of this Contract.

8.22 REPRESENTATION OF AUTHORITY

Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signed this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

8.23 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shale have the force and effect of an original document.

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IN WITNESS WHEREOF the parties have caused these presents to be executed.

CONTRACTOR

By: DocuSigned by: _____
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Title: President

Printed Name: Kurt Gehring

CITY OF PARKLAND

By: DocuSigned by: _____
DFE1B652D55C410...

MAYOR

Printed Name: Richard Walker

ATTEST:

By: DocuSigned by: Alyson Morales
916C16C9CBDC416...

CITY CLERK

Printed Name: Alyson Morales

APPROVED AS TO FORM:

By: DocuSigned by: Anthony Soroka
5CAA0437D59A4C4...

CITY ATTORNEY

Printed Name: Anthony Soroka

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EXHIBIT "A"

RFP 2022-03 INSURANCE AGENT BROKER SERVICES

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EXHIBIT “B”

CONTRACTOR’S PROPOSAL TO THE RFP

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EXHIBIT "C"

ADDITIONAL TERMS AND CONDITIONS

Commission rate effective October 1, 2022:

COVERAGE	COMMISSION RATE	Percent Spelled Out
Medical	**4.5%**	Four and one-half percent
Dental	**5%**	Five percent
Vision	5%	Five percent
Life and AD&D	5%	Five percent
Long Term Disability	5%	Five percent
Employee Assistance Plan	10%	Ten percent
Pet Insurance	10%	Ten percent
Supplemental	15% or Carrier default	Fifteen percent or Carrier default

Commission rate effective October 1, 2024:

COVERAGE	COMMISSION RATE	Percent Spelled Out
Medical	**4%**	Four percent
Dental	**5%**	Five percent
Vision	5%	Five percent
Life and AD&D	5%	Five percent
Long Term Disability	5%	Five percent
Employee Assistance Plan	10%	Ten percent
Pet Insurance	10%	Ten percent
Supplemental	15% or Carrier default	Fifteen percent or Carrier default

GEHRING GROUP
A DIVISION OF RISK STRATEGIES

Corporate Headquarters
3500 Kyoto Gardens Dr
Palm Beach Gardens, FL 33410

561.626.6797 office
800.244.3696 toll free
561.626.6970 fax

April 19, 2022

City of Parkland
6600 University Drive
Parkland, Florida 33067

Re: RFP # 2022-03 - Insurance Agent Broker Services

Dear Evaluation Committee Member:

Gehring Group, a division of RSC Insurance Brokerage, Inc., is pleased to provide this proposal in response to the City of Parkland's RFP #2022-03 for Insurance Agent Broker Services **and formally submits its proposal for consideration in the selection process for this RFP. Gehring Group understands and is committed to complete the work under this RFP within the specified time period.** Through our extensive experience serving the City of Parkland for the past ten years, and as Benefits Consultant/Broker for over 120 Florida public sector entities for the past 29 years, we are confident that our firm will offer efficiencies, value-added services, in-depth public sector experience, and an unparalleled service standard with the goal of not merely meeting the City's needs, but exceeding expectations. With team members having an average of 12.2 years and leadership having an average of 17.9 years of industry experience, Gehring Group has grown to become one of the most respected insurance and risk management consulting agencies in the state. Upon becoming a division of RSC Insurance Brokerage, Inc. on January 1, 2022, Gehring Group now has even more to offer. RSC has $900 million in annualized revenue, over 3,000 valued team members and places employee benefit program premiums in excess of $2.5 billion per year. We are industry leaders, ranking in the top three in the country in various specialties and have a robust offering in both employee benefits and property and casualty.

As part of the RSC family, Gehring Group continues our public sector focus, currently serving numerous clients similar in scope and size to the City of Parkland who have successfully implemented leading edge concepts such as Consumer Directed Health Plans, creative Stop Loss programs, Onsite Clinics, and Innovative Wellness Programs.

As the City's current consultant, we want to express our sincere desire to continue the successful relationship we have developed with the City's leadership team, other staff as well as its members and retirees. As an excellent collaborative client partner, we are appreciative of how supportive the City of Parkland has been in our efforts to execute initiatives to capitalize on cost saving opportunities. In our long-term relationship with the City of Parkland, we have we have achieved significant accomplishments together which include, but are not limited to:

Financial & Service Achievements

- Since 2017, Gehring Group (now RSC Insurance Brokerage, Inc.) has successfully negotiated initial renewals down, saving the City approximately $216,000 in total annual premium.
- In 2020, our team completed an RFP process for medical insurance at the City's request to facilitate a mid-year carrier change from AvMed to Cigna effective January 1, 2021, at no additional cost to the City.
- Provided onsite assistance to educate employees on the transition from AvMed to Cigna.

- Since 2020, Gehring Group's graphics team and account service personnel have developed and disseminated more than 45 pieces of collateral used in communications for staff and employees.
- Our employee advocates have helped to resolve claims issues between employees and AvMed, including negotiating with the carrier to pay a claim that had been denied, and coordinating daily and weekly follow up meetings with the carrier to resolve system-wide issues effecting multiple claimants.
- Provided onsite assistance/training at Health Fairs to help employees complete their benefits enrollment via the Bentek Online Enrollment and Administration System (provided at no additional cost).

Gehring Group believes that it is best qualified to perform this engagement and in addition, working with Gehring Group provides the City of Parkland with a number of competitive advantages including:

Competitive Advantages

- Gehring Group is a known, trusted, and valued partner of the City of Parkland with in-depth knowledge of all City's benefits programs and valued relationships with City personnel.
- Gehring Group is the only insurance agency with CPAs on staff to provide advisory services and tax guidance related to the Affordable Care Act, ACA reporting, and PCORI fee calculation and payment.
- Our team has provided over two dozen employee benefits, human resources, and legislative educational opportunities to City benefit staff over the past two years alone that include continuing education credits for CPAs and SHRM members.
- The addition of Bentek's RetireSweet module to streamline the management of all benefits a single solution to manage the City's entire employee and retiree population.
- Utilization of real-time, public sector benchmarking data through Gehring Group's CAVU® benefits survey tool to ensure competitiveness of plan offerings compared to competing entities.

For those on the proposal evaluation committee, we want to emphasize Gehring Group's focus on the public sector. Gehring Group is unique in that we are public sector specialists, and we have been for over 29 years. Public sector is our sole focus. We have a deep bench of experienced professionals who are experts in all types of funding arrangements, pharmacy options, plan designs, supplemental offerings, wellness initiatives, employer clinics, etc. In addition, we have developed educational resources and strong carrier/professional relationships, allowing us to provide proven and exceptional insurance consulting services and guidance regarding plan strategy and legislation applying to governmental employers. Throughout this proposal, our team provides a positive commitment to provide the required services as outlined in the RFP as well as a commitment to continue to seek innovative solutions to the City's benefits cost challenges. Gehring Group, a division of RSC Insurance Brokerage, Inc., acknowledges and confirms that its proposal is a firm and irrevocable offer for ninety (90) days from the date of the proposal opening.

Proposal contact is as follows:

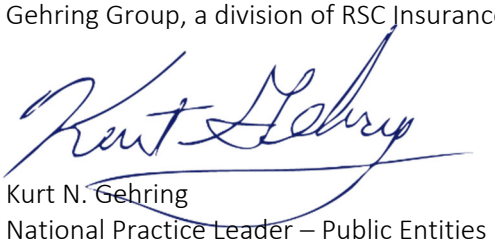
Role	Name	Tel:	Email:
Proposal Contact	Cindy Thompson, VP-Operations	(800) 244-3696	cindy.thompson@gehringgroup.com

In summary, Gehring Group meets all qualification requirements including licensing, insurance, and years of experience, and we are confident that we can continue to provide the City of Parkland with additional value and exceptional services. Our past success with the City and approach to the business, coupled with our extensive public sector experience, familiarity with applicable regulations, market relationships, and enthusiasm make us the broker of choice. Gehring Group confirms that it will be available for interviews during the selection process.

We thank the members of the selection committee in advance for the review of our comprehensive response and stand ready to provide any additional clarification upon review of this proposal's contents.

Sincerely,

Gehring Group, a division of RSC Insurance Brokerage, Inc.



Kurt N. Gehring
National Practice Leader – Public Entities

Proposed Service Team Resumes & Qualifications

Marc Rodriguez, REBC, Lead Benefits Consultant/Project Manager

Professional Licenses: Life, Health & Variable Annuity
Certifications: Registered Employee Benefits Consultant (REBC), NAHU Self-Funded Certification, NAHU Voluntary/Worksite Certification
Education: Syracuse University – BA, Psychology
Degree: MSW – Fordham University
Industry Tenure: 14 years

Expertise & Qualifications:

Marc is a graduate of Syracuse University where he earned a bachelor's degree in Psychology, as well as a graduate of Fordham University, where he earned the advanced degree – Master's in Social Work. A tenured professional with more than 10 years of experience in both the private and public sector, Marc brings a vast array of analytics experience to the Gehring Group. Prior to joining the Gehring Group, Marc served as the Assistant Director of Data Management at a national healthcare assessment organization where he developed and maintained data management policies and procedures. He also served as Business Analyst for a Florida not-for-profit agency where he provided expert analysis of patterns and trends in data relevant to the organization's mission.

Marc is a critical member of Gehring Group's Benefits Consulting Team. With his strong background in analytics, Marc provides his clients with reliable and relevant budget planning information, making informed recommendations on various employee benefit plans and funding options. In this role, Marc plays is pivotal in the reporting and strategic data analysis of pertinent information for our employer clientele so that they are equipped with the data and knowledge needed to establish the most effective approach to providing their employees with comprehensive, cost-effective employee benefits coverage.

Marc has also achieved the NAHU Self-Funded Certification as well as NAHU's Voluntary/Worksite Certification and is Gehring Group's subject matter expert in supplemental and worksite products. In addition, Marc has earned the Registered Employee Benefits Consultant designation.

Public Sector Experience:

Marc's experience with public sector entities includes working with such large employers as the City of Boynton Beach, City of Port St. Lucie, Solid Waste Authority of Palm Beach County, St. Lucie County Sheriff's Office, Martin County Sheriff's Office, and the Martin County School District.

Rommi Mitchell, Backup Benefits Consultant

Professional Licenses: Life, Health & Variable Annuity, General Lines Property & Casualty
Education: University of Florida
Degree: B.S., Business Administration
Industry Tenure: 10 years

Expertise & Qualifications:

A Florida Gator, Rommi Mitchell earned a Bachelor of Science in Business Administration and a Bachelor of Arts in Spanish, graduating Cum Laude from The University of Florida, Gainesville. With a background in the financial services industry, Rommi joined Gehring Group in 2012 as an Account Manager, rapidly proving herself to be a valuable asset to Gehring Group as well as to the clients she serves due to her strong commitment to the client,

her advocacy for employees, and her experience in managing both the renewal and implementation process of client benefits programs, with an attention to detail and deadlines. Her success in this role earned her a swift promotion to Senior Account Manager and subsequently Employee Benefits Analyst. She excels in the areas of project management, organizational skills, problem solving and data analytics. She has served as the day-to-day contact for numerous large group public sector clients' human resources and benefits staff, overseeing various responsibilities such as coordinating and conducting open enrollments, escalating claims issues and advocating for employees, as well as serving as a resource regarding numerous compliance issues.

Rommi's comprehensive level of client service knowledge transitioned well into to her current role as Benefits Consultant. In this role, she is responsible for coordinating all analytical services functions applicable to client employee benefits programs. She has experience with all types of funding arrangements including fully insured, minimum premium and self-funding and uses her technical knowledge and critical analysis skills to identify areas and ways to maximize plan value. She is supported by several other Gehring Group staff members including account managers and in-house client services representatives and employee advocates to ensure all client needs are met promptly. Rommi is also Gehring Group's subject matter expert in the various types of pharmacy programs, benefit, and formulary options.

Fluent in Spanish, Rommi is also able to provide additional value with her ability to personally assist employees for whom English is not their primary language.

Public Sector Experience:

Rommi's public sector experience includes but is not limited to working with such employers as the Town of Davie, Dania Beach, Village of Wellington, City of Delray Beach, City of Parkland, City of Deerfield Beach, and the Village of Tequesta.

Shauna Whittingham, REBC, Account Manager

Professional Licenses: Life, Health & Variable Annuity
Certifications: Registered Employee Benefits Consultant
Education: Nova Southeastern University
Degree: Master of Business Administration & Master of Information Technology
Years in Industry: 25 years

Expertise & Qualifications:

Shauna Whittingham is a 25-year health and wellness industry professional who brings patience, professionalism, dedication, and a team player focus to her role as an Account Manager at Gehring Group.

Shauna's most previous work experience includes over 15 years with Humana in various capacities including: four years as a Human Resources Consultant responsible for all facets of Human Resource Management and six years as a Strategic Sales Executive where she mastered her knowledge of the product portfolio of their health and dental offerings to great success. In these roles, Shauna developed exceptional relationships, through her deviation to training, leveraging resources, and follow through on client commitments including open enrollment coordination and assistance. Shauna subsequently enjoyed four more years at Humana developing strategic plans, negotiating renewals, and delivering client reports primarily to Public Sector employers.

In her role in the analytics departments at Gehring Group, Shauna represents our public sector large employer groups with all major carriers, and for all lines of coverage. Her exceptional ability to develop relationships and

commitment to meeting client needs, her depth of product and industry knowledge, as well as her collaborative spirit makes Shauna a highly valued member of our team.

Shauna is a board member of the Broward Association of Health Underwriters, and member of the National Association of Health Underwriter organizations.

Public Sector Experience:

Shauna Whittingham currently works with such public sector entities as the City of Dania Beach, Martin County BOCC, City of Parkland, City of Margate, and Tax Collector of Palm Beach County.

Christie Jensen, Analyst

Professional Licenses: Life, Health & Variable Annuity
Education: Seton Hall University
Degree: B.S. in Finance & Business Administration
Years in Industry: 7 years

Expertise & Qualifications:

Christie joined the Gehring Group in early 2017 as a Client Services Specialist and throughout her time has served over 40 clients with her team. This role provided daily contact with and service to clients and employees regarding eligibility, claims, billing, preparation, and presentation of open enrollment material such as validating and updating Benefit Highlight Booklets content. In 2019, Christie was promoted to the Employee Benefits Analyst position where her background in analytical and statistical analysis enabled her to quickly adapt to her new role. With her previous skills as a Client Services Specialist and her strong commitment and insight to her clients and their employees, she has proven to bring strategic thinking and problem solving in managing carrier relationships, negotiating renewals, the implementation process, and analytical review and recommendations relating to client benefit programs. Working closely with the Project Manager, Christie will be a main point of contact for all financial and benefit program renewal analyses needs. Christie shines in the areas of project management, out-of-the-box thinking and organizational skills, and she will make sure all tasks are completed by the established deadline. As a valued team member, Christie works with her Gehring Group account managers and in-house client service specialists to ensure all client needs are met promptly.

Christie Jensen earned a bachelor's degree in Finance and Business Administration from Seton Hall University. Prior to joining the Gehring Group team, she spent two years working for a global health and wellness resources firm in her role as a Client Success Coordinator. Christie coordinated conferences, compiled proposals, and facilitated contract execution for services related to wellness tools and incentives, ergonomics, medical tourism, etc.

Public Sector Experience:

Christie's experience supporting public sector entities includes the City of Dania Beach, City of Margate, City of Oakland Park, Palm Beach County Tax Collector, City of Lighthouse Point, Seacoast Utility Authority and more.

Kimberly Hall, Analytics Team Supervisor

Professional Licenses: Life, Health & Variable Annuity
Education: Immaculata College
Degree: B.S., Mathematics/Computer Science/Physics
Industry Tenure: 30+ years

Expertise & Qualifications:

In her role as the Analytics Team Supervisor, Kim Hall will be responsible for overseeing the team performing the financial and analytical aspects relating to the account. She will also be an additional contact regarding all financial aspects of its benefits program.

Kimberly is a tenured professional with extensive experience in the Underwriting and Actuarial Services arena. Prior to joining the Gehring Group, Kimberly spent 28 years in the underwriting department of Blue Cross Blue Shield of Delaware where she served as an Underwriting Senior Consultant and then promoted to Tactical Manager where she provided operational management to the entire underwriting department. In this role, she was responsible for developing, evaluating, and recommending underwriting strategies designed to increase market share by providing cost effective solutions for clients. She was also involved in conducting analysis of client data and financials, monitoring performance, rate setting strategy, coaching and account level guidance and collaborating between sales, account management and other key internals. As Tactical Manager for over 10 years, Kimberly served as a company-wide resource on matters pertaining to rating and was responsible for reviewing and approving the work output of the entire unit, as well as delivering top-notch consulting work on the most “premier accounts”.

Kimberly Hall earned her Bachelor of Science Degree in Mathematics/Computer Science/Physics graduating Sigma Zeta Math/Science Honor Society from Immaculata College, Pennsylvania. Upon her move to Florida, Kim joined the Gehring Group team in early 2015. Having worked with Local and National governmental accounts, her level of expertise has proven and invaluable resource to our team.

Proposed Service Team Organizational Chart

Gehring Group employs a team approach to ensure that all clients always have an available resource. Each team includes dedicated personnel including your Lead Benefits Consultant (Project Manager), a backup Benefits Consultant, three account managers, two employee benefits analysts, wellness coordinator and various support staff. Your dedicated Consultant and Account Manager are available for all on-site meetings and take an active role in the servicing of all aspects of your group. In addition to your Account Manager, our clients are also assigned an Internal Client Service Specialist who serves as an employee advocate and additional resource for questions and claim issues. These professionals, along with an easily accessed upper management staff and our corporate philosophy regarding our team approach, provides assurance that our clients have access to experienced professionals who are aware of, or can easily access their files and to provide resolution and answers at all times. Gehring Group's service team consists of highly qualified personnel whose resumes include years of consulting for and servicing public sector clients. The service team proposed includes the following personnel:

Role	Name	Florida Insurance License #	Years of Industry Experience
Marc Rodriguez	Lead Benefits Consultant/Project Manager	W252093	14 years
Rommi Mitchell	Backup Benefits Consultant	W110528	10 years
Christie Jensen	Employee Benefits Analyst	W391874	7 years
Shauna Whittingham	Account Manager	E088448	25 years
Pamela Cruz	Account Relations Manager	W071660	10 Years

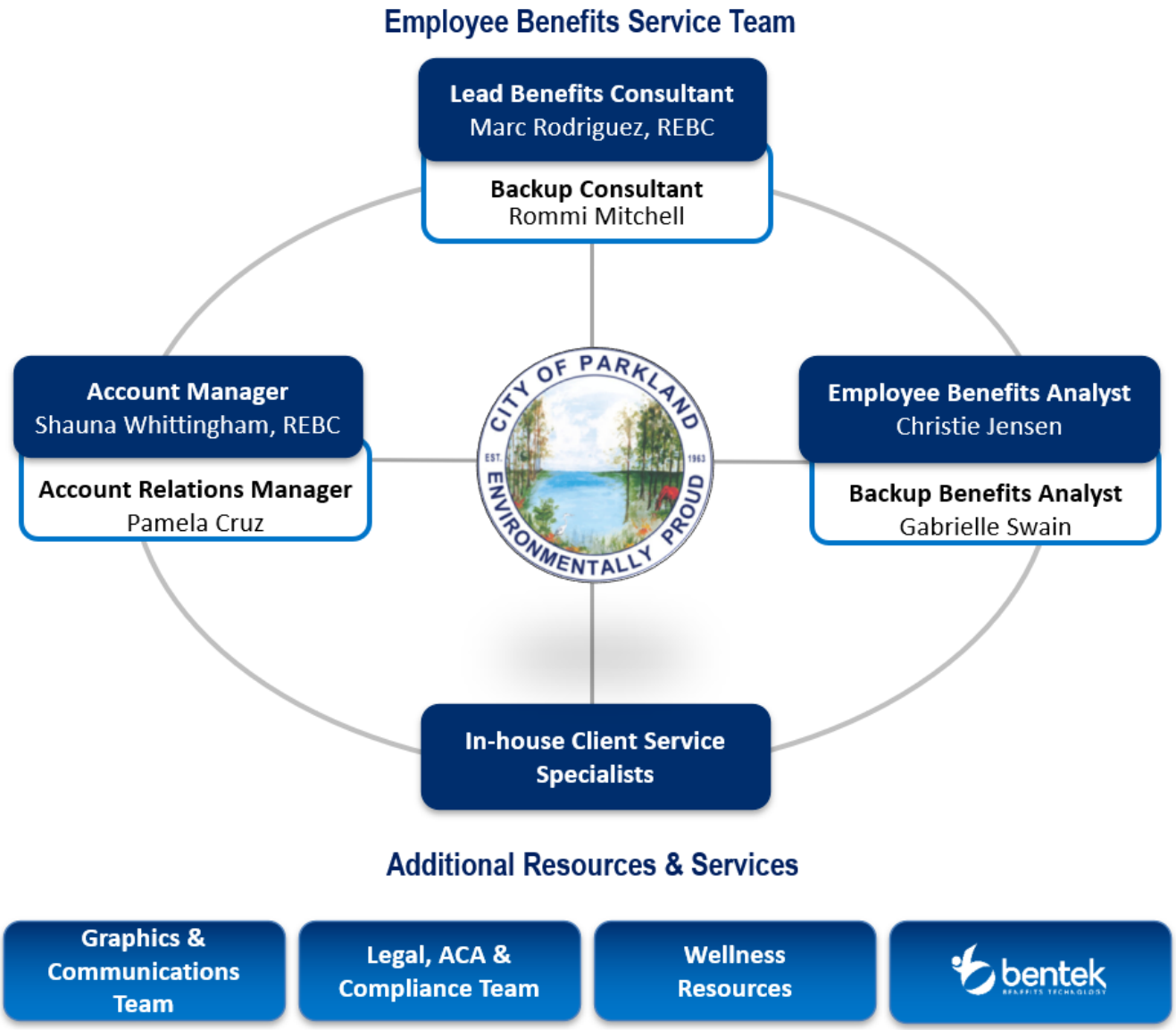
Proof of Florida Insurance Licensing can be verified at https://licenseesearch.fldfs.com/ .

We hold a strong commitment to hiring talented high caliber professionals for our team and remaining on the cutting edge of industry innovation. Such strategic hires include former risk management personnel with public sector experience as well as former insurance carrier personnel with significant client service and underwriting experience. In addition, the City of Fort Lauderdale will also have direct access to additional staff resources with varying specialties and industry specific certifications including but not limited to:

- Registered Employee Benefits Consultant – REBC
- Certified Employee Benefits Specialist – CEBS
- Professional and Senior Professional, Human Resources – PHR and SPHR
- Certified Self-Funding Specialist – CSFS
- Certified Healthcare Reform Specialist - CHRS
- NAHU Voluntary/Worksite Benefits Certification
- NAHU Benefits Technology Certification
- Registered Employee Benefits Consultant Certification- REBC
- USA Mental health First Aid – National Certification
- NAHU Medicare Certification

Service Team Structure

Gehring Group's proposed service team structure is as follows:



Service Team Roles

Lead Benefits Consultant/Project Manager: Marc Rodriguez, REBC

Your Lead Consultant/Project Manager is responsible for spearheading strategic and budget planning, making recommendations as necessary and providing guidance with regard to plan design, new products, funding options, compliance and legislation. Marc Rodriguez is available as needed for meetings with decision makers and available to make presentations to executive staff, employee committees and City leaders as required.

Backup Benefits Consultant: Rommi Mitchell

Your Backup Consultant supports your Lead Consultant/Project Manager in meeting the needs of the City regarding all aspects of its employee benefits program. Rommi will be available throughout the renewal and/or RFP process and quarterly reporting as well as serving as an expert resource regarding data analytics and pharmacy programs.

Employee Benefits Analyst: Christie Jensen

Christie Jensen will continue to work closely with your Lead Consultant/Project Manager regarding all financial and analytical functions including compiling and issuing RFPs, evaluation of proposals and aggressive renewal negotiations. She is also responsible for monitoring claims utilization and large claims, making recommendations relative to utilization patterns and providing budget and renewal projections.

Account Manager: Shauna Whittingham, REBC

Shauna Whittingham will continue to serve as the City's Account Manager and assist staff and employees with day-to-day benefits related issues. She will serve as a direct contact regarding all service aspects of the benefits program including compliance issues, program implementation, open enrollment coordination and attendance, wellness planning, employee advocacy, and various other service roles.

Account Relations Manager: Pamela Cruz

Pamela Cruz, the City's Account Relations Manager will continue to work hand in hand with the assigned Account Manager and serves as an in-house member of the service team responsible for coordinating implementations, enrollments, health fairs, etc. and ensuring all day-to-day service issues are addressed. She is also responsible for review and editing of the employee benefits handbook and accuracy of employee communicatons materials.

Carrier Recognitions

As the top producing broker/consultant for public sector entities throughout the state, Gehring Group been named an AETNA Preferred Producer, Florida Blue BlueDiamond Producer, and CIGNA HealthCare Platinum Broker. We have also earned the distinct honor of participating in the agent advisory councils of various carriers which provides us an opportunity to make recommendations to improve products and services based on feedback from our clients; this representation also provides us considerable leverage during client negotiations. It is important to note that this top-tier recognition is based solely on premium volume, and accordingly, we represent all carriers and hold no interest or ownership in any insurer, trust or TPA, therefore, emphasizing our independent status.

Association Recognitions

Gehring Group's educational sessions and materials have been recognized by a number of public sector associations throughout the state. In addition, our experts are in high demand as guest speakers at strategic business leadership events, public sector associations and HR and Benefits conferences. These associations are listed below. Attendees at these conferences receive continuing education credits for human resources, CPE (accounting) and legal education requirements.

- FAC – Florida Association of Counties
- FASD – Florida Association of Special Districts
- FERMA – Florida Educational Risk Management Association
- FFCA – Florida Fire Chiefs Association
- FRE – Fire Rescue East
- FGFOA – Florida Government Finance Officers Association
- Florida League of Cities
- FPELRA – Florida Public Employer Labor Relations Association
- FPHRA – Florida Public Human Resources Association
- Florida Institute of Certified Public Accounting Chapter Meetings
- PRIMA – Public Risk Management Association
- RIMS – Risk & Insurance Management Society
- SALGBA – State and Local Government Benefits Association
- SHRM – Society for Human Resource Management

Gehring Group is also a member of each of the above listed associations through which we are able to stay abreast of all issues public sector entities are facing today.

Trade Magazines & Wellness Recognitions

In addition to recognition as industry experts, Gehring Group has earned other significant achievements within the prior four years are outlined below. Being selected as an honoree for these awards is a great tribute to each and every one of our employees, and reflection of our corporate culture; as well as a reflection of the support we receive from our clients.

Year	Publication/Organization	Award
2018	South Florida Business Journal	Best Places to Work
2018	Florida Trend	Best Companies to Work For in Florida
2018	Corporate Health & Wellness Association	Well-being 100 Awards
2019	South Florida Business Journal	Best Places to Work
2019	South Florida Business Journal	Influential Businesswomen
2019	Women's Chamber of Commerce, PBC	Giraffe Awards – Kate Grangard
2019	Florida Trend	Best Companies to Work For in Florida
2019	Sun Sentinel	Top Workplace
2019	FL Dept of Health in Miami-Dade County	Worksite Wellness
2019	South Florida Business Journal	Healthiest Employers
2019	Insurance Business America	Top Insurance Workplace

Year	Publication/Organization	Award
2020	South Florida Business Journal	Best Places to Work
2020	Florida Trend	Best Companies to Work For in Florida
2020	South Florida Business Journal	Healthiest Employers
2020	Insurance Business America	Top Insurance Workplace
2020	South Florida Business Journal	CIO Award – Kevin Smith
2021	South Florida Business Journal	Best Places to Work
2021	Sun-Sentinel	Top Workplaces
2021	Wellness Workdays	Best Wellness Employer Silver Certification
2021	South Florida Business Journal	Healthiest Employer
2021	Florida Trend	Best Companies to Work for in Florida
2021	South Florida Business Journal	CFO of the Year – Kate Grangard
2021	Business Insurance	Best Places to Work in Insurance
2021	Consortium for a Healthier Miami-Dade	2021 Florida Worksite Wellness Awards
2021	Mental Health America	2021 Platinum Bell Seal for Workplace Mental Health
2022	Sun Sentinel	Top Workplaces
2022	Wellness Workdays	Best Wellness Employer Silver Certification

Gehring Group's commitment to our local community is also evident by our participation in the following annual community events:

- Habitat for Humanity – Volunteering to build homes for deserving families
- Susan G Komen Walk for the Cure
- Annual Food Drive to benefit Feed the Hungry Palm Beach County
- The Arc – Annual Wild Pants Party Fundraiser volunteers
- American Heart Association – Annual Heart Walk
- Paint Your Heart Out – providing home maintenance assistance to the disabled, elderly, and low-income families
- Sponsoring the annual Homelessness Breakfast and supporting other initiatives of The Lord's Place in ending homelessness
- The Crocket Foundation – Back to School supply drive
- Women of Tomorrow – Youth mentoring program
- The Lord's Place – Serving on Board and Audit Committee
- Homeless Coalition of Palm Beach County – Meal Sponsorships
- Sunfest Kids Day

AUTHORITY TO EXECUTE SOLICITATION AND CONTRACT

A. If the Vendor is a Corporation, attach to this page a certified copy of corporate resolutions of the Board of Directors of the Corporation authorizing an officer of the Corporation to execute the Solicitation and the Contract contained within this document on behalf of the Corporation. The CITY would prefer the use of the attached sample Resolution.

B. A corporation to which a contract is to be awarded will be required to furnish certificates as to its corporate existence.

CERTIFIED RESOLUTION

I, Natalie Logan (Name), the duly elected Secretary of RSC Insurance Brokerage, Inc. including its division Gehring Group (Corporate Title), a corporation organized and existing under the laws of the State of Delaware, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT Kurt N. Gehring (Name)"

The duly elected Managing Director (Title of Officer) of RSC Insurance Brokerage, Inc. including its division Gehring Group (Corporate Title) be and is hereby authorized to execute and submit a Solicitation and Bid Bond, if such bond is required, to the City of Parkland for: RFP #2022-03 for Insurance Agent Broker Services

and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Solicitation, Bid Bond, and other such instruments signed by them shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Parkland shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

AUTHORIZED SIGNATURE	Natalie Logan NAME
CLO/Secretary TITLE	April 18, 2022 DATE

BACKGROUND CHECK & EMPLOYMENT VERIFICATION AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

I, the undersigned, do hereby state under oath and under penalty of perjury that the following facts are true:

1. I am over the age of 18 and am a resident of the State of Florida.

2. I am the Managing Director (title) of RSC Insurance Brokerage, Inc. including its division, Gehring Group and I certify that I have the authority to make the representations set forth within this Affidavit.

3. RSC Insurance Brokerage, Inc., including its division, Gehring Group intends to enter into an agreement with the City of Parkland to provide the services detailed in Solicitation # 2022-03-Insurance Agent Broker Services

4. The fulfillment of the Background Check requirement shall be conducted through State, National and Sexual Offender/Predator criminal history record databases.

5. I hereby certify I shall at my expense obtain a criminal background check for each employee, contractor, or subcontractor or subconsultant having access to City property prior to beginning the work and, depending on the contract's term, on an annual basis thereafter.

6. I also certify that based upon the result of the criminal background check, no employee, contractor, nor subcontractor or subconsultant who has been convicted of an offense or at the discretion of the City shall not be permitted to perform work under this contract in or on city property.

7. I attest that all personnel used in the performance of this work have had a criminal background check with a passing grade and have been drug tested with a passing grade.

8. I acknowledge and agree to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor/Subcontractor during the Agreement term. All cost(s) incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor. Failure to meet this requirement may result in termination of the Agreement by the City.

Kurt Gehring

AUTHORIZED SIGNATURE

Kurt N. Gehring
NAME

Managing Director
TITLE

April 18, 2022
DATE

CERTIFICATION & ACKNOWLEDGEMENT OF BUSINESS TYPE

This form must be submitted with the solicitation package on the specified solicitation opening date. The undersigned vendor certifies that this solicitation package is submitted in accordance with the specifications in its entirety and with full understanding of the conditions governing this solicitation.

BUSINESS ADDRESS OF VENDOR:

RSC Insurance Brokerage, Inc., including its division, Gehring Group
Company Name

Cindy Thompson, VP-Operations
Contact Person

3500 Kyoto Gardens Drive
Address

Palm Beach Gardens | FL | 33410
City | State | Zip

Telephone No. (561)626-6797 | (800)244-3696 Fax No. (561)626-6970

Email Address: cindy.thompson@gehringgroup.com

Federal ID. No. or Social Security No. 16-1689494

INDICATE WHICH TYPE OF ORGANIZATION BELOW:

Individual _____ Partnership _____ Corporation X LLC _____
Other _____

Kurt Gehring
~~AUTHORIZED SIGNATURE~~

Kurt N. Gehring
NAME

Managing Director
TITLE

April 18, 2022
DATE

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

RSC Insurance Brokerage, Inc. including its division Gehring Group _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Kurt Gehring
AUTHORIZED SIGNATURE

Kurt N. Gehring
NAME

Managing Director
TITLE

April 18, 2022
DATE

FOREIGN (NON-FLORIDA) CORPORATE STATEMENT

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. F08000001322

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (904) 488-9000 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

(1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

(2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):

_____(a) Maintaining, defending, or settling any proceeding.

_____(b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.

_____(c) Maintaining bank accounts.

_____(d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.

_____(e) Selling through independent contractors.

_____(f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.

_____(g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.

_____(h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.

_____(i) Transacting business in interstate commerce.

_____(j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.

_____(k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.

_____(l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.

_____(m) Owning, without more, real or personal property.

(3) The list of activities in subsection (2) is not exhaustive.

(4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

(I) _____ Partnership, Joint Venture, Estate or Trust (II) _____
Sole Proprietorship or Self Employed

NOTE: This form MUST be included with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

RSC Insurance Brokerage, Inc. (including its division Gehring Group)

VENDOR/PROPOSER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OF VENDOR/PROPOSER

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

I, the undersigned, do hereby state under oath and under penalty of perjury that the following facts are true:

(1) I Kurt N. Gehring, Managing Director
(Owner, Partner, Officer, Representative or Agent)

of RSC Insurance Brokerage, Inc. including its division Gehring Group has submitted the attached solicitation;

(2) I am fully informed respecting the preparation and contents of the attached solicitation and of all pertinent circumstances respecting such solicitation;

(3) Such solicitation is genuine and is not a collusive or sham solicitation;

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

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

Kurt Gehring

AUTHORIZED SIGNATURE

Managing Director
TITLE

Kurt N. Gehring
NAME

April 18, 2022
DATE

LOCAL VENDOR PREFERENCE

ONLY TO BE COMPLETED IF SUBMITTING FOR LOCAL PREFERENCE

Vendor agrees that it meets and will comply with all requirements of Sec. 2-143.5.(4), Code of Ordinances, City of Parkland City Code, included but not limited to:

1. Vendor has a fixed, staffed office or distribution point located in and having a street address within the City of Parkland for at least one (1) year prior to the date of application; and attached is a copy of a business or Contractor license and/or business tax receiptwhich verifies this. Post office boxes shall not be used or considered for the purpose of establishing a physical address.

2. The business maintains its status as a local bidder throughout the term of the contract; if it fails to do so the contract shall entitle the City, in its sole discretion, to terminate the contract.

3. If awarded a contract, vendor will be the person or entity in direct contract with the City and not as a subcontractor, other lower tier subcontractor, materialman or supplier.

_____
Company Name

_____
Street Address

_____
Owner's Name & Title

_____
Authorized Signature

FOR CITY USE ONLY

☐ **Vendor meets all requirements of Section 2-143.5(4) , Code of Ordinances, City of Parkland City Code.**

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

I state that this Vendor complies with the above.

Kurt Gehring
AUTHORIZED SIGNATURE

Kurt N. Gehring
NAME

Managing Director
TITLE

April 18, 2022
DATE

SCRUTINIZED VENDOR CERTIFICATION

I, Kurt N. Gehring, Managing Director on behalf of RSC Insurance Brokerage, Inc. including its division Gehring Group

Print Name and Title — Contractor Name

Certify that RSC Insurance Brokerage, Inc. including its division Gehring Group does not:

Contractor Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over $1,000,000.00 that re on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Kurt Gehring

AUTHORIZED SIGNATURE

Managing Director

TITLE

Kurt N. Gehring

NAME

April 18, 2022

DATE

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

RSC INSURANCE BROKERAGE, INC.

2 Business name/disregarded entity name, if different from above

RISK STRATEGIES COMPANY

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

160 FEDERAL STREET, FLOOR 4

Requester's name and address (optional)

6 City, state, and ZIP code

BOSTON, MA 02110

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

1	6	–	1	6	8	9	4	6	4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Brett Gurdjalo Date ▶ 01/01/2021

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

FLORIDA DEPARTMENT of FINANCIAL SERVICES

RSC INSURANCE BROKERAGE, INC DBA RISK STRATEGIES COMPANY

160 FEDERAL STREET FL 4
BOSTON MA 02110

Agency License Number L044634

Location Number: 166368

Issued On 03/05/2013

Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location.

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location.

Jimmy Patronis
Chief Financial Officer
State of Florida

Meeting Date: 04/09/2024 Item #10.

Meeting Date: 04/09/2024 Item #10.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

Anne M. Gannon
Constitutional Tax Collector
Serving Palm Beach County
P.O. Box 3353
West Palm Beach, FL 33402-3353

Collection Cart

	Items	Total	
Collection Cart	0	$0.00	Checkout View

Account Information

LBTR Number	Tax Type	Status
2019116256	Business Tax	Active

Mailing Address:
RSC INSURANCE BROKERAGE INC DBA RISK STRATEGIES COMPANY
11440 OKEECHOBEE BLVD STE 201
ROYAL PALM BEACH , FL 33411

Location Address:
11440 OKEECHOBEE BLVD 201
ROAYL PALM BEACH , FL 33411

Business Detail

Business Name:	RSC INSURANCE BROKERAGE INC DBA RISK STRATEGIES COMPANY	Tax Year:	2022
Trade Name:	RISK STRATEGIES COMPANY	License Number:	2019116256
Phone Number:		Lic. Status:	Active
New Business:	03/13/2019	Certificate:	L044634
Business Type:	INSURANCE AGENCY (81-0391)	Cert, Issued:	08/20/2021
Number of Units:	15	NAICS:	81-0391

Memo:
REQUIRED: SUBMIT CURRENT VALID COPY OF DFS STATE CERTIFICATION, LICENSE, OR EXEMPTION FOR RENEWAL

Tax Information

Bill Number	Due Date	Bill Year	Tax	Penalty/Fee	Interest	Total Due
B40172073	9/30/2021	2022	$0.00	$0.00	$0.00	$0.00
		Total Due:	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Tax Payment

Bill Year	Bill Number	Receipt Number	Amount Paid	Last Paid	Paid By
2022	B40172073	B21.588913	$66.00	8/19/2021	RSC Insurance Brokerage Inc.

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "RSC INSURANCE BROKERAGE, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTEENTH DAY OF MARCH, A.D. 2008.

FILED
08 MAR 24 PM 2:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3704516 8300

080304134

AUTHENTICATION: 6458225

DATE: 03-18-08

You may verify this certificate online at corp.delaware.gov/authver.shtml

Meeting Date: 04/09/2024 Item #10.

Detail by Entity Name

Foreign Profit Corporation
RSC INSURANCE BROKERAGE, INC

Filing Information

Document Number	F08000001322
FEI/EIN Number	16-1689464
Date Filed	03/24/2008
State	DE
Status	ACTIVE

Principal Address

160 Federal St 4th Floor
Boston, MA 02110

Changed: 04/20/2020

Mailing Address

160 Federal St 4th Floor
Boston, MA 02110

Changed: 04/20/2020

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 05/03/2021

Address Changed: 05/03/2021

Officer/Director Detail

Name & Address

Title VP

CHRISTIAN, MICHAEL B
160 Federal St 4th Floor
Boston, MA 02110

Title CFO, Treasurer

VAGLICA, JOHN
160 Federal St 4th Floor
Boston, MA 02110

Title Secretary, CLO

Logan, Natalie
160 Federal St 4th Floor
Boston, MA 02110

Title Director

Collins, Christopher L
160 Federal St 4th Floor
Boston, MA 02110

Title Director

Dutton, Stephen C
160 Federal St 4th Floor
Boston, MA 02110

Title President, CEO, Director

Mina, John
160 Federal St 4th Floor
Boston, MA 02110

Annual Reports

Report Year	Filed Date
2019	04/12/2019
2020	04/20/2020
2021	04/05/2021

Document Images

05/03/2021 -- Reg. Agent Change	View image in PDF format
04/05/2021 -- ANNUAL REPORT	View image in PDF format
11/25/2020 -- Reg. Agent Change	View image in PDF format
04/20/2020 -- ANNUAL REPORT	View image in PDF format
04/12/2019 -- ANNUAL REPORT	View image in PDF format
04/20/2018 -- ANNUAL REPORT	View image in PDF format
08/11/2017 -- Reg. Agent Change	View image in PDF format
04/12/2017 -- ANNUAL REPORT	View image in PDF format
04/20/2016 -- ANNUAL REPORT	View image in PDF format
03/19/2015 -- ANNUAL REPORT	View image in PDF format
01/29/2015 -- Reg. Agent Change	View image in PDF format
01/07/2014 -- ANNUAL REPORT	View image in PDF format
02/11/2013 -- ANNUAL REPORT	View image in PDF format

Meeting Date: 04/09/2024 Item #10.

06/11/2012 -- ANNUAL REPORT	View image in PDF format
04/20/2011 -- ANNUAL REPORT	View image in PDF format
03/29/2010 -- ANNUAL REPORT	View image in PDF format
05/14/2009 -- ANNUAL REPORT	View image in PDF format
03/24/2008 -- Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations

ADDENDUM

SOLICITATION NO.: RFP 2022-03 - Insurance Agent Broker Services

ADDENDUM NO. 1

Closing Date: Tuesday, April 19, 2022 2:00 PM

To All Prospective Proposers:

This addendum is issued to modify the previously issued solicitation documents and/or given for informational purposes and is hereby made a part of the solicitation documents. Please acknowledge this addendum with your proposal submittal at the following link Bids and Tenders - City of Parkland

---

Deadline for Proposals: n/a

Specification Changes/Corrections: n/a

Drawing Changes: n/a

Questions/Clarifications and Answers:

Question 1:

What is the current renumeration for Gehring Group and Ben Tek?

Answer 1: Gehring Group is paid by the carriers on a commission basis:

- Medical – 5%
- Dental – 10%
- Vision – 5%
- Life and AD&D – 5%
- Long-term disability – 5%
- Preferred Legal – Vendor default
- American Fidelity – Carrier Standard

o Allstate – Carrier Standard

Question 2:

How long has the city used Gehring Group's Services?

Answer 2: The City has used the Gehring Group's services since 2017.

Question 3:

What is the cost of the BenTek online enrollment system?

Answer 3: The Cost of the Ben Tek online enrollment system is included in the current vendor's (Gehring Group) services.

Question 4:

Does BenTek provide direct file feed to your insurance carriers and to Benefits workshop?

Answer 4: Yes. Ben Tek provides direct file feed to the insurance carriers and to Benefits Workshop.

Question 5:

Will BenTek allow the city to continue using their services if the City moves to another broker?

Answer 5: No. Ben Tek will not allow the City to continue using the services as it is a product provided by the Gehring Group.

Question 6:

Can you please advise the total annual premium for:
a. Medical /Health Insurance
b. Dental
c. Vision
d. Basic Life
e. Voluntary Life
f. Long Term Disability

Answer 6: The total annual premium for this fiscal year 2021 is:

a. Medical /Health Insurance: $1,295,404.75
b. Dental - $54.238.99
c. Vision - $9,930.18
d. Basic Life, voluntary life, LTD - $35,788.30 (all paid together)

Question 7:

Can you provide us with the most recent 24 months of claim reporting to include number of employees, monthly premium, claims paid, pharmacy paid?

Answer 7: This information is unavailable due to group size.

Question 8:

Can you provide the most recent large claim report for the same timeframe as the above request.

Answer 8: This information is unavailable due to group size.

Question 9:

Provide the last 3 years of renewal information:
a. Medical /Health Insurance
b. Dental
c. Vision
d. Basic Life
e. Voluntary Life
f. Long Term Disability

Answer 9: The last three (3) years of renewal information is attached.

Question 10:

Who is the city's current benefits broker, when did you begin using this broker, and are you considering continuing this relationship?

Answer 10: Please refer to question number 2. The current contract expires September 30, 2022 with no renewal options available.

Question 11:

Can you provide a copy of any agreements between the city and your current broker?

Answer 11: The current contract between the current broker and the City is attached.

Question 12:

How is your current broker compensated (ie flat fee, commission percentage, per employee per month, hybrid) and how much is your current broker receiving in total compensation? If not using a flat fee agreement, please provide a breakdown for each product.

Answer 12: The broker is paid a 5% commission on premiums and is paid directly by the carrier.

Question 13:

Are any of the costs for non-insurance "Benefit Types" listed in the RFP scope of services billed separately to the city (i.e. Flexible Spending Account administration, Online Benefit Enrollment Portal/Website, COBRA administration)? If so, please provide specifics.

Answer 13: Flexible Spending Account and COBRA are billed through Benefits Workshop. The online benefit enrollment portal is part of Gehring Group's scope of service.

Question 14:

Are all of your current benefits fully insured? If not, please provide a list of benefits that are not fully insured and current funding platform (ie level funded, self-insured).

Answer 14: Yes. All of the City's benefits are fully insured.

Question 15:

Does the city or its current broker receive any compensation or credits for items such as wellness, COBRA, technology? If so, please provide specifics.

Answer 15: The City receives wellness funds to reimburse for wellness initiatives through Cigna ($5,000.00 per year).

Question 16:

What is your current process and strategy for conducting open enrollment and ongoing participant engagement?

Answer 16: Open enrollment is done in August for the October 1 plan year start date. Enrollment is conducted online through BenTek. The City typically holds an open enrollment fair in which the carriers come out and are available for our employees. Gehring Group coordinates carrier attendance.

Question 17:

Who manages your Family Medical Leave Administration (FMLA)? If administered by a third party vendor, please provide specifics.

Answer 17: The Family Medical Leave Administration (FMLA) is managed in house by the Human Resources Department.

Question 18:

What is the current agent compensation? If flat fee, what is the fee?

Answer 18: Please refer to question number 12.

Question 19:

If commission structure, what are percentages of commissions by line of coverage?

CERTIFICATE OF LIABILITY INSURANCE

Meeting Date: 04/09/2024 Item #10.

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Risk Strategies Company 160 Federal St. Boston MA 02110	PHONE (A/C, No, Ext): (617) 330-5700	FAX (A/C, No): (617) 439-3752
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Great Northern Ins Co	20303
INSURER B :	Federal Insurance Co	20281
INSURER C :	Pacific Indemnity Company	20346
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

RSC Insurance Brokerage, Inc., including its division
Gehring Group
160 Federal Street, 4th Floor
Boston MA 02110

COVERAGES **CERTIFICATE NUMBER:** CL221751385 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			36052336	05/20/2021	05/20/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ]						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			78187727	05/20/2021	05/20/2022	EACH OCCURRENCE AGGREGATE [ ]	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71765413	08/01/2021	05/20/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Additional Insured coverage may be available where required by contract or agreement, subject to policy provisions.

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RSC Insurance Brokerage Inc.

© 1988-2015 ACORD CORPORATION. All rights

EXHIBITS

Exhibit A .....Scope of Services
Exhibit B .....Implementation Timeline
Exhibit C .....Sample Employee Benefit Guide
Exhibit D .....Sample Employee Communications
Exhibit E..... Sample Request for Proposal for Insurance Coverage
Exhibit F.....Sample Analytical Reports
Exhibit G .....Sample Client Seminar/Webinar
Exhibit H .....Sample Employee Benefit Newsletters
Exhibit I.....BenTek® Online Enrollment & Administration System

Exhibit A
Scope of Work

Scope of Services

To further elaborate on the extent of our services, we would like to take this opportunity to address each item in the **Scope of Work** of the RFP. Per the City of Parkland's RFP # 2022-03 for Insurance Agent Broker Services, Gehring Group understands the work objective to include, but not be limited to the following:

A. Summary: The services detailed below are those services expected to be provided by the Broker pertaining to health and welfare benefits. Actual work will be directed by the City of Parkland and may involve other consulting services that are not listed below.

1. Conduct strategic planning meetings to establish goals, priorities and identify areas of concern.

Confirmed. The City's Lead Consultant, Marc Rodriguez, and his analytical team will meet with the City on a regular basis for strategic planning, goal setting and overall plan review. Based on our familiarity with the City and its benefits program, this will be a seamless process as we continue to the upcoming renewal period. Gehring Group will produce a concise analysis of each renewal offer by line of coverage, to include any recommendations or budget concerns. Due to our specialization in the public entity market, we maintain access to comparative data from numerous other public sector entities that is often used to determine how your benefits program equates to those of other like entities. With this information, we can offer insight regarding renewal trends, the implementation of additional programs, and make recommendations regarding potential changes to your current program for consideration. It is our job to educate you on any new product in the industry that may reduce administrative burden or aid in the reduction of costs. We also available benchmark data to aid in future benefits decisions.

Gehring Group has also developed a new Public Sector benchmarking tool. CAVU is an online employee benefits benchmarking software specifically for Public Sector employers. With this tool, Public Sector employers will have the ability to complete a survey to enter their plan benefits and costs, compare their cost and benefits to other participating employers, and even invite other entities to participate. CAVU can provide valuable information on costs and benefit trends to aid Public Sector employers in making important decisions regarding plan options, schedules of benefits and employer/employee contributions.

Our team also performs provider disruption analysis as well as analyses of market trends and program options to determine those carriers, networks and plan options that may be viable for the City's consideration.

2. Broker shall provide a benefits plan performance review and analysis as compared to the prior year's data relative to claims, plan enrollment, and any other key information to consider plan effectiveness, and to determine future strategies to control costs and maintain plan effectiveness and market competitiveness.

As part of our annual renewal evaluation process, Gehring Group provides a benefits program cost review and analysis which compares the proposed renewal costs and benefits to the prior year's program offerings. This process may include soliciting proposals from the insurance market if determined in the best interest of the City. In addition, we break down all cost totals to illustrate not only the total cost impact, but also detail the cost impact to the City as well as to the employees. Inherent in this process is an annual review of benchmark data from other local entities, and analysis of the City's employer contribution strategy and whether the current strategy is achieving the City's goals. Additionally, we evaluate the actual benefits structure of the program to ensure that the plan design is driving employees to make the most informed and cost-effective choices regarding their healthcare benefits. For example, ensuring that there is enough of a cost differential to encourage an employee to visit an urgent care center versus the emergency room for a medical issue that is not life threatening or would not be considered a "true emergency".

Gehring Group is also known for being an innovator in the employee benefits marketplace. We evaluate all emerging cost saving options to determine viability for our clients and review new plan options as they become available from carriers, third party administrators or under any newly implemented legislation. We maintain a strong commitment to remain at the forefront of industry trends, market conditions, innovative concepts and new types of health insurance programs being presented by insurance companies and third-party administrators. Through our knowledge and expertise of all types of plan designs and funding arrangements, Gehring Group staff is able to aid our clients in determining which carriers and programs represent viable options in order to assist management in making better-informed decisions regarding the implementation of new concepts and determining whether they are in the best interest of the organization. For some groups this may mean consolidating plans to better consolidate risk and reduce adverse selection, while for other entities it may mean providing more plan options to better accommodate the needs of various types of employee populations within the entity who may be seeking varying coverage levels or alternatively, more affordable premium costs.

Our team has extensive experience assessing the benefits of various innovative concepts to assist plan sponsors with containing/reducing health care costs including:

- Innovative and holistic wellness programs,
- Onsite/near-site clinics,
- Telemedicine,
- Customized employee assistance programs and mental health services
- Value-based plan designs,
- Specialty physician designation cost share differences,
- Plans with "narrow networks",
- Client specific networks
- International prescription sourcing,
- Captive funding arrangements, and
- Live diabetic monitoring with mobile-enabled glucometers via a third-party diabetes management vendor.

Gehring Group provides sophisticated solutions to complex problems and utilizes technology and administrative capabilities to assist our clients in gaining efficiencies and develop long-range strategies to achieve your overall financial and benefits goals. We remain in contact with our clients continuously throughout the plan year, preparing budget projections and consistently monitoring available claims experience as well as assisting employees with claims issues and enrollments.

Gehring Group remains ahead of the curve with regard to evaluating and implementing new cost saving concepts in order to locate creative cost saving solutions and guide our clients through the entire selection and implementation process. We provide analysis to guide decision makers through all available cost saving options when developing a strategic plan. In addition, our integrity and credibility in the marketplace is recognized by the carriers with whom we work, allowing for direct access to underwriters, preferred status recognition as brokers for the public sector and enables our team members to achieve the highest level of results when negotiating.

3. Negotiate renewal rates with current carriers and/or market group coverage to competing carriers.

Gehring Group will aggressively negotiate the renewal rates for all employee benefits lines of coverage. Our services also include marketing the group coverage to the entire insurance market. Due to Gehring Group's large public sector client base and thus, significant premium volume with the insurance carriers, we have been very successful in negotiating competitive renewal rates with carriers. Based on our premium volume, Gehring Group has achieved top-tier recognition from all the major health insurance carriers within the State. As the liaison between the insurance carriers and our clients, our firm has both premium volume and industry knowledge which enables us to negotiate renewals in our clients' best interest.

4. A review of the City's flexible spending account program to include the solicitation, analysis, review, and recommendation of account administration firms and plan design.

Gehring Group will continue to monitor the City's flexible spending account program currently administered by Benefits Workshop. In the event the City authorizes a bid process, Gehring Group will conduct the RFP process and evaluate all proposals for FSA administration services, making recommendations as applicable regarding viable TPA's as well as the FSA plan design. This includes advising the City regarding its options as it relates to offering the $500 rollover versus the 2 ½ month extension available under the Health Expense FSA and will ensure that plan documents are updated accordingly. Our team will also remain accessible to guide the City with regard to any potential changes affecting FSA account with regard to new legislation, as was recently the case with the Families First Coronavirus Act (FFCRA), the Coronavirus Aid, Relief, and Economic Security ACT (CARES), and the American Rescue Plan Act (ARPA).

5. Coordinate the City's employee open enrollment prior to the beginning of a new policy year and assist with monthly new employee orientation, employee education, and communicating benefit changes. Prepare Annual Employee Benefits Guidebook and provide consulting and technical support to implement online benefit open enrollment services to employees. Provide online benefit enrollment portal.

Confirmed. Your Gehring Group team is intricately involved in coordinating the City's annual benefits open enrollment prior to each new policy year. During our tenure with the City, we have also assisted with monthly new employee orientations, employee education and communicating benefit changes. Your Account Manager, Shauna Whittingham, will continue to provide these services as needed.

In addition to providing assistance with enrollments, we will also continue to develop the City's annual benefits guidebook and additional employee communication pieces at no additional charge. Whether in electronic or print media, our employee benefit booklets, flyers, posters, and educational materials translate the complexity of your various benefit programs into employee-friendly communication pieces to ensure your benefit plans are understood and utilized effectively.

As part of our services, your Gehring Group team provides many forms of communication and education including an annual benefit guide, open enrollment presentations and employee education. In addition, your account management team and Gehring Group's in-house professional Graphics team can provide additional communication materials in the form of educational collateral to target recognized needs including flyers, posters, campaigns, and videos highlighting specific topics. These communication pieces are customized to be distributed through client intranet services, posters, or other media allowing the City to communicate benefit offerings and educate employees of their benefit options and responsibilities. Gehring Group provides many options to our clients regarding employee communication. From face-to-face interaction at employee meetings to paper communication pieces to educational videos, we realize that employee communication is key to getting the most out of your employee benefits program. These options include:

- **Employee Benefits Guide**

  Gehring Group employs an in-house Graphics Department which enables us to assist our clients with employee communications materials. One of the tools necessary in the communication process is the annual employee benefits guide. At the beginning of each new plan year, we compile all the information regarding your insurance coverages and summarize it in a custom employee friendly benefit booklet. This booklet has proven to be a valuable resource and has allowed members to clearly understand plan options, related costs to make decisions in their best interest each year. This service is offered at no additional cost. We will provide you with enough copies for open enrollment and as needed for new-hire orientations throughout the plan year, as well as an electronic version for posting on your intranet or applicable location. (Exhibit C)

- **Professional Employee Communications**

  In addition to the provision of the employee benefits guide, we can also draft and produce employee communication pieces such as, department posters, mass employee mailings, Wellness Program brochures, etc. This allows the City of Parkland to better communicate its employee benefit offerings and keep their employees well educated regarding their employee benefit options and responsibilities. Gehring Group produces all brochures and other work product in-house at no additional charge which increases our level of efficiency. (Exhibit D)

Employee Educational/Wellness Campaigns

We also have pre-designed wellness campaigns and challenges that are easy to implement, relevant and timely. Some of the campaigns recently implemented by clients include a focus on being a conscientious consumer and include:

- Using your Flexible Spending Account – "*You're going to need those (glasses, prescriptions, braces, …* anyway."
- Let's Get Appy – *"Utilize your carrier App by downloading the carrier app for convenience and cost savings."*
- Preventive Healthcare Services – *"I understand the importance of using Preventive Healthcare Services."*
- Know Before You Go – *"What is considered emergency care versus non-emergency; where to go for diagnostic testing; the best place to fill a prescription."*
- Wellness in a Box – *Pre-designed wellness campaigns complete with education and challenges to increase engagement.*

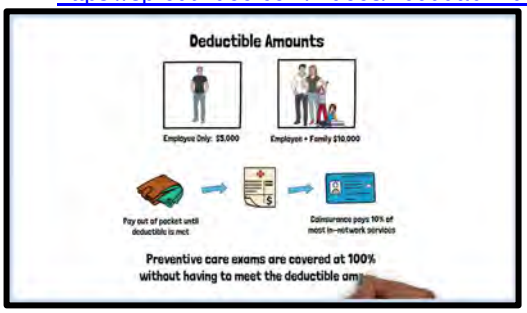
Our team will continue to assist the City of Parkland in developing a communication and determining a targeted message. The following are samples of some of the campaigns listed above.

Video Communication

Our team can create open enrollment videos for times such as these when having large group meetings may not be an option. Gehring Group has also developed custom whiteboard education/communication videos which provide employees with a concise video utilized to educate them on various benefit options or additional services such as EAP and health center promotion (if applicable) with additional topics coming soon. These videos can be hosted on the City's intranet or other applicable location. Sample videos can be viewed at the following web links:

Employee Assistance Plan:
https://sproutvideo.com/videos/a09dddb21d1de0c628

High Deductible Health Plan:
https://sproutvideo.com/videos/709ddab71b13ebc1f9



Lastly, Gehring Group's proposed services also continue to include the provision of the **Bentek® Online Enrollment and Administration System (Exhibit I)** at no additional cost. Through utilizing Bentek® during the last nine years, we trust that the City can appreciate the value of this innovative tool. With Bentek, the City has been able to streamline its benefits administration processes and have a HIPAA secure, comprehensive solution to provide YEAR-ROUND benefits administration services and enrollment capabilities, qualifying event reporting and life insurance beneficiary designations.

Other Gehring Group, Florida public sector entities that currently utilize Bentek include:

Account Name	
Boynton Beach, City of	Oakland Park, City of
Cape Coral Professional Fire Fighters Health Ins. Trust	Oldsmar, City of
Cape Coral, City of	Oviedo, City of
Career Source Palm Beach County	Palm Bay, City of
Charlotte County BOCC	Palm Beach, Town of
Clearwater, City of	Palm Springs, Village of
Cocoa Beach, City of	Parkland, City of
Cocoa, City of	Pasco County Clerk
Coconut Creek, City of	Pasco County Sheriff's Office
Coral Gables, City of	Pinellas County Sheriff's Office
Davie, Town of	Pinellas Suncoast Transit Authority
Deerfield Beach, City of	Port St. Lucie, City of
Delray Beach, City of	Rockledge, City of
Dunedin, City of	Sarasota County Sheriff's Office
Hernando County Board of County Commissioners	Satellite Beach, City of
Highlands County Board of County Commissioners	Sebastian, City of
Hollywood, City of	South Florida Water Management District
Key West, City of	St. Lucie County Sheriff's Office
Keys Energy Services	Stuart, City of
Lake Worth Beach, City of	Tampa Bay Water Authority
Margate, City of	Tax Collector, Palm Beach County
Martin County BOCC	Venice, City of
Martin County School District	Wellington, Village of

Account Name	
Martin County Sheriff's Office	West Palm Beach, City of
Naples, City of	Government of the US Virgin Islands
North Port, City of	Virgin Islands Water & Power Authority

About Bentek®

Bentek® is a system developed over 15 years ago specifically to meet the unique needs of the public sector. It is an easy and convenient, online benefits enrollment and administration system that streamlines benefit enrollment by delivering a web-based enrollment solution to over **100 Florida public sector entities** currently.

Via Bentek, our clients have access to a sophisticated, completely paperless benefits enrollment and administration solution that increases efficiencies in numerous ways including: allowing employees to access their benefits information 24 hours a day/365 days a year; providing one central place for employers to administer all lines of benefits coverage for employees and retirees; allowing automated eligibility transmissions to your carriers; providing a more efficient way to record qualifying events and beneficiary designations, and more.

The online enrollment experience, "**Enrollment in 6 Steps**", is designed to guide employees through the enrollment process in seven progressive steps, each tracked within the Enrollment Progress Bar. During any enrollment process (Open Enrollment, New Hire, Qualifying Event), employees can view both current and future enrollment and deduction information for all benefit options on one page.

Bentek is a completely cloud-based benefits enrollment and administration solution that streamlines your administrative processes and provides a comprehensive solution inclusive of the following features:

Employee Self-Service

- Powerful self-service tool providing employees with 24/7/365 access from the comfort of their homes to view their real time comprehensive benefits summary, review and compare plans, report qualifying life events, upload supporting documents, view dependents, manage beneficiaries for life insurance and retirement plans, and more.
- Increased employee engagement with access to current enrollment, cost, plan documents, provider information and a plan comparison tool to assist with enrollment decisions.
- Customized content including open enrollment news, embedded links, and access to videos and presentations which create a system that is complete with benefit resources for employees.

Open Enrollment

- Provides a rules-based enrollment and customized user experience built with benefit logic, alerts, and informational notifications based on the client's plan eligibility rules specifically designed for the annual enrollment period.
- Ability to immediately upload supporting documents for dependent verification upon completing the annual open enrollment session.
- Provides a detailed confirmation statement of all elected benefits and deductions that can be saved, printed, and viewed in future sessions.
- Ability to access to detailed plan information such as Summaries of Benefits and Coverage, plan summaries, plan comparisons and acknowledge compliance notifications, disclaimers, etc.
- Supports passive enrollment to eliminate interruption to daily administration activities.
- Supports carrier, plan, and rate changes without requiring employees to re-enroll.
- Has no blackout periods during renewal planning and set-up.

New Hire Enrollment

- New hires have access to the New Hire Enrollment module in Bentek throughout their eligibility waiting period to elect benefits, upload supporting documents, and designate life insurance beneficiaries.
- Provides a rules-based enrollment and customized user experience built with benefit logic, alerts, and informational notifications based on the client's plan eligibility rules specifically for new hires.
- Ability to immediately upload supporting documents for dependent verification upon completing a new hire enrollment session.
- Displays all employer-paid benefits to employees during their new hire enrollment.

Benefits Administration

- Management of employee demographics, personnel data, coverage eligibility, and dependent records in one single system of record.
- Automatically transmits electronic eligibility to insurance providers.
- Offers administrators visibility into plan statistics and system activity via a customized dashboard and automated system notifications.
- Offers an Announcements and Communication Center to reach out to new hires and send reminders to employees during annual enrollment.

- Benefit Administrators can approve qualifying life event submissions and generate customized approval, pending, and denial letters.
- Personnel and Payroll audit features to maintain the integrity of data between the Payroll system, HRIS system, and Bentek.
- Generates self-bills for all lines of coverage.
- Provides access to over 40 standard reports.

RetireSweet

With Bentek, employers can now streamline the management of retirees with a single solution to manage the City's entire population. Bentek's RetireSweet℠ is packed with features to help Administrators track retiree eligibility, enrollment, premiums, pensions and more. The RetireSweet module includes the following features:

- Total years of service (original hire date)
- Retirement subsidies and subsidy calculators
- Pension plans
- Benefit eligibility
- Medicare Advantage Plans
- Retirement System Data Files
- Customized enrollment experience
- Individual retiree invoices with custom cover letters
- Retiree payment tracking system
- Comprehensive retiree reporting
- Automated system notifications
- Retiree specific dashboards

Advantage of the Gehring Group/Bentek® relationship.

Lastly, it is important to note the increased level of efficiency that is inherent in Gehring Group's relationship with Bentek. This enables our clients to benefit from this unique synergy and provides Gehring Group with several service-related advantages including but not limited to:

- Immediate and increased access to reporting and census data for Gehring Group staff to assist employees with claims issues in a timely fashion;
- Ability to provide Bentek staff with information regarding renewal progress, negotiations and information updates;
- Full participation from the Gehring Group team during the renewal process, working hand in hand with Bentek team to deliver a world class solution and streamlined communication to employees; and
- Ability of Gehring Group to leverage relationship with Bentek to affect enhancement requests or changes to the Bentek application based on requirements such as health care reform.

Due to Gehring Group's continuous working relationship with Bentek, we are better able to serve in assisting staff and carriers/vendors with implementations, benefit updates and general enrollment questions.

Please Note: A separate Professional Services Agreement, Software as a Service Licensing Agreement and Business Associate Agreement will be required to be executed by the City of Parkland directly with Bentek.

6. Provide and/or assist in any migration of benefits and enrollment data into new system(s) if/when necessary.

In the event the City selects an alternative enrollment system, your Gehring Group team will be available to assist in any migration of benefits and enrollment data into new system(s).

7. Inform the City of current issues in the area of benefit law and administration including advise regarding HIPAA, COBRA, Medicare, Healthcare Reform and other similar state and federal laws that govern group insurance programs. The successful proposer shall have access to qualified staff or outside employee benefits legal counsel at no cost to the City.

Gehring Group maintains a strong commitment to ensure our clients remain in compliance with state and federal regulations and that all plan offerings and related documents are up to date. We remain at the forefront of pending and new legislation to educate our clients in a clear and understandable, timely manner regarding federal and state legislation, including the Affordable Care Act, Firefighter Cancer Bill, FFCRA, CARES Act, ARPA, HIPAA, and more. Each year, our team reviews our *Annual Compliance Review* checklist and creates a timeline and action plan around the results of the checklist. We employ a proactive approach to learning, interpreting, and educating on all applicable regulations as released and keep our clients up to date on all regulatory changes that will affect them.

Our team remains current on regulations through a number of methods. First, we receive timely notifications from our attorney resources that we make available to our clients via email, seminars, workshops, and webinars. Additionally, we subscribe to various governmental information sites for updates including, but not limited to, IRS, HHS, CMS, and RegTap. We also subscribe to electronic industry services that provide us timely regulatory update notifications, insurance and benefits related compliance publications, and accounting journals. Our professionals attend conferences and continuing education seminars regularly.

Our compliance team includes our attorney partners, in-house CPA's, tenured licensed professionals, subject matter experts and seasoned human resources professionals holding the PHR and SPHR designations. We believe independence and transparency are important in our role as advisors. In order to play an "independent role" as your employee benefits consultant, Gehring is not involved in any specific political, regulatory, or legislative activities. We do, however, remain informed regarding movements in regulatory activities on a very timely basis via our strategic partnerships.

Strategic Legal Partnership – Seyfarth Shaw

Gehring Group retains Seyfarth Shaw's Benjamin Conley as an additional resource for legal issues and research regarding health and welfare plans, ERISA and other benefits related topics. Mr. Conley regularly advises on defined benefit and defined contribution plan compliance, ACA, Section 125, ERISA, COBRA and HIPAA privacy regulations. He is also a member of Seyfarth Shaw's healthcare reform team and regularly consults with various governmental agencies such as the IRS, Department of Health and Human Services and the Department of Labor on health care reform developments, receiving clarification and interpretation of guidance directly from the source. One example of this is Seyfarth Shaw's participation in the American Bar Association's Joint Committee on Employee Benefits. This is an influential organization that meets regularly with representatives from the IRS to pose issues needing further clarification and discussion. This group oftentimes influences IRS regulatory decisions. Ben Conley is also regular featured speaker at Gehring Group's annual summit and educational seminars/webinars.

Compliance Assistance

Your Gehring Group team of experts is available to assist the City in reviewing all plan documents, renewal policies, plan amendments and any other related service agreements for feasibility, compliance with federal, state, and local legislation, and accuracy. We remain involved throughout the renewal process to ensure policies and certificates accurately reflect the results of the negotiations and decisions resulting and that bills have been issued correctly.

Gehring Group also works with our clients to ensure they are compliant with all annual notice and disclosure requirements. To assist in this effort, we have developed our "Annual Notices and Disclosures" checklist booklet to ensure that all requirements have been addressed. It provides a description of the notice, when it is due, allowed distribution methods and easy access to links locate the notice.

Additional tools utilized by our services teams include various external resources as well as checklists developed internally to assist with organization and compliance. Some of these checklists include:

- Annual Legislative Compliance Review (including ACA)
- Annual Notices and Disclosures Checklist
- Account Management Open Enrollment Checklist
- Implementation Checklist (New Carrier, New Client)
- Member Appeal Process Checklist
- Analytical Final Decisions Checklist
- Graphics Timeline Checklist (Employee Benefits Highlights)
- Employee Benefits Highlights Booklet Review Checklist

8. Keep the City abreast of changes in statutory and regulatory changes. Review pending legislation and report to the City of any impact it may have on existing or future benefits to include bearing the cost and expense for the reproduction of any copyrighted materials necessary for such performance.

At Gehring Group, we take the position that we are a resource to our clients and not just a facilitator, so we embrace the learning and dissemination of information. We educate our clients regularly by holding on-site and local client seminars, hosting topic specific compliance webinars, authoring easy to read succinct newsletters and email updates, and coordinating educational workshops. Gehring is recognized within the industry as experts in the employee benefits field. As part of our commitment to keeping our clients informed and educated, Gehring Group also hosts an annual two-day ***Insurance Education, Innovation, and Excellence Summit*** specifically for Public Sector organizations. During the summit, we provide engaging sessions on Leadership Training, Wellness, Legislative/Compliance Updates, and Innovation and Trends in Employee Benefits and Risk Management. In addition to the annual summit, Gehring Group's experts provide quarterly ***Benefits Administration Workshops*** on topics including: Benefits Basics; Public Sector 101 & Florida Sunshine Laws; Releasing and Bid for Benefits; Open Enrollment Planning; When Things Go Wrong; Industry Associations; Compliance Notices; etc. We also host a ***Mental Health First Aid Workshop,*** focusing on providing human resource and benefit administrators solutions when addressing increasing concerns around mental health and substance abuse disorders. These sessions are taught by our very own Anna Maria Studley, Director of Client Development

and Joelle Kantor, Wellness Coordinator, both of whom have achieved certification as a *National Council Mental Health First Aid* instructor.

Gehring Group employs several methods of educating our clients about changes in federal, state, and/or local laws. These include:

- **Gehring Group Newsletters**
  Gehring Group provides you with updates regarding any changes in applicable laws and how they might affect your benefits program via our Gehring Group newsletters which are distributed via email. (Samples included in Exhibit H)

- **Client Seminars/Webinars**
  During this time of legislative change, Gehring Group has taken on the role of becoming an educational resource for our clients by hosting several informative seminars on relevant topics. Most recently, Gehring Group has hosted weekly webinars regarding the new legislation surrounding the Families First Coronavirus Response Act (FFCRA), the subsequent CARES Act and corresponding legislation surrounding COVID-19. Each year, we also host several client seminars/webinars on various topics, in order to ensure that our clients have all the information needed to be adequately prepared for new mandates and are comfortable in their understanding of all requirements. (Sample included in Exhibit _.) Employers can also take advantage of the educational opportunities available at our annual two-day ***Insurance Education, Innovation, and Excellence Summit, Mental Health First Aid Workshops*** and more.

  Gehring Group also hosts semi-annual two-day ***Benefits Administrator Workshops*** for our clients' benefits administration staff during which we review such topics as the basics of coverage types, plan year administration, the RFP and purchasing process, notional accounts, best practices, statutes surrounding Sunshine Laws, benefit program reporting, benefits program and ACA compliance, and many other topics based on our clients' input. In the event of new legislation such as the ***Firefighter Cancer Bill***, our experts hosted a special legislative workshop, providing legal resources to answer questions and guiding through the financial considerations and potential funding options. These additional educational opportunities enable our clients to connect with peers and discuss best practices and emerging trends.

  During the last three years, Gehring Group has hosted and presented at the following educational events for our clients and various associations:

Date	Client Educational Opportunity
June, 2019	**Client Workshop** – Firefighters Cancer Bill & Emergency Responder Death Benefits Amendment Update Workshop **Client Workshop** – HR Leadership Forum Workshop
July, 2019	**Client Workshop** – Benefits Administration Training & Workshop
July, 2019	**Webinar –** State Legislative Update
July, 2019	**Florida Public Human Resources Assn 2019 Summer Conference** – Health Plan Enrollment – Rules and Strategies
October, 2019	**Webinar –** Wellness Woes: How the DOL is Raining on Macy's Parade
March 19, 2020	**Webinar** – COVID-19 and the Impact on Public Sector Employers
March, 2020	**Client Workshop** – Benefits Administration Training & Workshop
April 1, 2020	**Webinar** – Families First Coronavirus Response Act: Emerging Guidance & Answers (Expert Panelists: Ben Conley, Ron Kramer of Seyfarth Shaw)
April 14, 2020	**Webinar** – Understanding COVID-19 and the Testing Alternatives
April 21, 2020	**Webinar** – Families First Coronavirus Response Act (FFCRA): Updated Guidance (Expert Panelists: Ben Conley, Ron Kramer of Seyfarth Shaw)
April 29, 2020	**Webinar** – Is Your Website ADA Compliant
April 30, 2020	**Webinar** – Return to Work Considerations and Decision-Making (Expert Panelists: Ben Conley, Ron Kramer of Seyfarth Shaw)
June 4, 2020	**Webinar** – Reopening During a Pandemic: Is it Safe to go back into the Water (Expert Panelists: Ben Conley, Ron Kramer of Seyfarth Shaw)
July 21, 2020	**Webinar** – Questions & Answers on Return to Work and COVID Related Matters (Expert Panelists: Ben Conley, Ron Kramer of Seyfarth Shaw)
August 4, 2020	**Webinar** – Keeping Your Wellness Program Together While Being Apart
September 10, 2020	**Webinar** – The Hits Keep Coming: The Latest on COVID-19 (Expert Panelists: Ben Conley, Ron Kramer of Seyfarth Shaw)
October 14, 2020	**Client Workshop –** Benefits Administration Training & Workshop
October 29, 2020	**Webinar –** Protecting Your Organization from Cyber Crime
December 10, 2020	**Webinar** – Practice Cyber Safety While Home for the Holidays
January 6, 2021	**Webinar** – Let's Talk COVID Vaccines (Expert Panelist: Dr. Pete LoFaso)
January 7, 2021	**Webinar** – FFCRA, COVID Related Employer/Employee Update (Expert Panelists: Ben Conley, Ron Kramer of Seyfarth Shaw)
March 17, 2021	**Webinar** – Outbreak, Vaccine Update, and the Considerations of the American Rescue Plan Act (ARPA) on the Public Sector (Expert Panelists: Ben Conley, Ron Kramer of Seyfarth Shaw)
March 18, 2021	**Webinar –** The ABCD's of Medicare (Expert Panelist: Michele Malooley, LPRT, CSA)

Date	Client Educational Opportunity
April 21 & 22, 2021	Public Sector Client Summit DAY 1: • All In Culture: Leading with Gratitude, *Chester Elton, Keynote Speaker* • Just the Facts about the Vax, *Dr. Pete LoFaso, Board Certified Internist & Dr. Maria San Jorge, Board Certified Pediatrician* • Responding to Misinformation: *Dr. Joe Smyser, CEO, Public Good Projects* • Tackling Mental Health in the Workplace, *Taylor Adams, Director of Workplace Mental Health, Mental Health America* DAY 2 • Moving Forward Together: How the Pandemic is Impacting Different Generations, *Kim Lear, Keynote Speaker* • Wired & Tired: The Physical & Mental Manifestation of Living Through a Pandemic, *Dr. Lucy McBride, Board Certified Internist, Mental Health Advocate* • Healthcare Outlook Under the Biden Administration, *Andrew MacPherson, Managing Partner, Healthsperien*
May 26, 2021	**Webinar –** Calculating the Count & Completing the Form 720 for PCORI Fees
July 7, 2021	**Webinar –** Tax Credits and COBRA Benefits Under the American Rescue Plan
August 25, 2021	**Webinar** – The Fourth Wave: Updates on Vaccine & Mask Mandates and Emerging Topics
September 23, 2021	**Webinar –** Don't be "Surprised" by Upcoming Benefits Changes
November 17, 2021	**Webinar –** COVID In Our Midst: Understanding the Current State of Affairs
January 5, 2022	**Webinar –** It's 1095 Time!
January 26, 2022	**Webinar –** The A, B, C, Ds of Medicare Part 2

- **Face-to-Face Meetings**

Last, but not least, Gehring Group will make a point to meet with clients face to face to address issues or opportunities specific to that client. It is our goal to provide our clients with any training and support as needed. Since Gehring Group sits on the agent advisory councils of many of the major insurance carriers in the state, we are often the first to be informed of new health plan trends and product offerings resulting from the new legislative mandates and can, therefore, keep our clients well informed of any programs or potential new cost saving opportunities. In addition, we meet with each client to address any changes in state or federal regulations that may affect them.

Gehring Group has taken a proactive stance and is consistently monitoring the current events taking place amidst the current fast-paced legislative environment. Gehring Group will provide the City with updates regarding any changes applicable to client benefits programs and assist in planning and preparation to remain in compliance with all legislative requirements. To aid in this effort, Gehring Group provides educational seminars and webinars to our clients to adequately prepare for any new requirements and benefit changes associated with ACA or other legislation.

MINERAL ONLINE HUMAN RESOURCES RESEARCH TOOL

In addition, Gehring Group provides the *Mineral* HR research platform to all clients at no additional charge. *Mineral* offers a one-stop resource for quick answers to thousands of human resources and employee benefits questions covering such issues as record-keeping, employment law, wages and withholding, workers' compensation, harassment, ERISA, COBRA and FMLA. *Mineral* provides you with easy and immediate access to expert HR advisors who will provide information and answers in a timely manner to minimize the exposure and risk associated with legal and regulatory matters. These answers are provided via phone, web, or email, followed up with a written response to summarize the issue and result. This services also includes over 200 safety training courses and the ability to assign and track completion of training.

HR Hotline – Immediate, unlimited help from PHR and SPHR Advisors via phone or email.

- Phone access to HR advisers anytime Mon-Fri, 9am-8pm EST
- Written/email follow-up on complex issues or researched matters
- National and regional expertise

HR Library – Immediate access to HR resources to solve your HR concerns.

- Thousands of forms, documents, tools, and checklists for every HR department
- Job description builder and salary benchmarking tools

Learn Pro – More than 200 online training courses that ensure compliance, reduce risk and drive employee engagement.

- Intuitive administrative dashboard
- Risk and Safety content
- Robust reporting

9. Represent the City as requested in communications with all underwriters, claims adjusters, and claimants.

Acting as an extension of the City's employee benefits and HR staff, your Gehring Group team will be your liaison between all carriers, underwriters and claim adjusters. We are also available to assist employee claimants directly with any issues regarding claims incurred under the City's benefits program. It is Gehring Group's goal to represent the City with best efforts regarding its employee benefits program and communicating and negotiating with service providers.

10. Assist the Human Resources Department in reviewing group health insurance program costs to include the preparation of routine group health program management reports which detail the performance of the plan; develop rates for budget; identify and prepare a critical factors analysis to identify cost drivers; monitor the sufficiency of rates; review of group health plan design to determine the propriety of plan wording and to determine areas whereby plan design might be adjusted to enhance the economy and efficiency of the program. Prepare a medical and pharmacy plan design analysis that identifies the potential cost savings of increased deductibles, copayments, out of pocket and other structural changes.

Gehring Group's analytical process includes reviewing all historical claims experience, demographic data trends and plan performance from a financial perspective. In addition, Gehring Group will provide reports to the City on the available claims experience. Gehring Group's seasoned and experienced analysts review and evaluate each client's plan performance on a monthly basis, with further extensive analysis performed at scheduled intervals, typically annually. Our analysts have access to a number of tools that can be utilized to drill down the actual cost drivers within the claims data so that costs may be mitigated as applicable and savings realized. We also compile and present concise and comprehensive plan performance reports that provide committee members and decision makers with the knowledge necessary to make informed program recommendations and decisions.
Note: Due to the number of employees insured under the City's medical plan, claims experience data is unavailable. Should the City transition to a self-insured arrangement or increase employment figures, claims information may become available at that time.

11. Act as liaison between benefit providers.

As a completely independent agent/consultant, Gehring Group will be the City's liaison between City staff and each of its benefits vendors. In our role as the liaison, we represent the City's best interests in negotiating, coordinating, implementing, and monitoring all aspects of plan benefits and service. We consistently review plan documents and certificates for compliance and to ensure that all special terms and conditions have been included. In addition, we serve as a resource to your employees for benefits questions as well as assistance with claims issues. Our goal is to make recommendations for each client that are most in line with their employee benefits philosophy and budgetary constraints and proactively address any service or billing issues experience by our clients. We are also able to leverage our large client base and carrier recognitions when aggressively negotiating in the best interest of our clients. In addition, we are able to negotiate performance guarantees with vendors regarding implementation, ongoing member service criteria and provider discounts.

12. Provide for COBRA administration for the City during the length of the contract.

Gehring Group currently provides COBRA and Retiree Billing administration services through Benefits Workshop to the City of Parkland. Will continue to offer these services at no additional cost to the City should the City retain Gehring Group as its employee benefits broker under this proposal.

13. Perform settling and mitigation of claims or grievances for the City and for individual employees.

In addition, members of your service team are not only available to benefits administration staff and decision makers but are also directly accessible by employees and retirees in the resolution of unresolved claim issues. In addition to your assigned account manager, Gehring Group also provides three in-house

Client Service Specialists specifically for this purpose. These staff members are available to help employees work through claims issues by analyzing the issue and working with the carrier claims department or service representative as well as the provider's office to seek resolution. The internal Client Service Specialists are also intricate in helping to resolve escalated claims issues by assisting with writing appeal letters in the event a claim has been denied.

Two examples of Gehring Group's intervention that resulted in significant savings to employees include:

1. Assisting an employee in resolving $19,000 of denied claims. The employee's dependent child had specific surgical procedure and was billed over $19,000. The claims were denied because the carrier claimed a lack of medical necessity. Our team worked closely with both the provider and the insurance carrier to provide the medical necessity information and documentation in order to have the claims reprocessed and paid, resulting in the employee only owing his $500 deductible and a $150 facility copay.

2. The dependent of an employee was in skiing accident and received emergency care out of state. After the surgery, he received a "boot" from an out-of-network durable equipment provider. The carrier denied this claim, stating that it was considered a non-covered service and the member was then billed $966. Our team worked with the employee to write an appeal letter on the member's behalf and provided all medical documentation for the carrier to reconsider covering the expense. The appeal was approved and this claim for $966 was processed and paid in-network at 100%.

Our Gehring Group team will follow up with the applicable carrier claims department or service representative and assist in gathering all required information and documentation and continuously follow up throughout the appeal process. They exhaust all avenues in their efforts to bring each employee issue to resolution.

14. Review each insurance policy, binder, certificate or other insuring document and all endorsement effecting coverage and/or price, to ensure they are complete, correct and in compliance.

Your Gehring Group team of experts is available to assist the City in reviewing all policies, plan documents, renewals, plan amendments and any other related service agreements for feasibility, compliance, and accuracy. We remain involved throughout the renewal process to ensure policies and certificates accurately reflect the results of the negotiations and decisions resulting. In our role as the liaison between the City and its vendors, we represent the City's best interests in negotiating, coordinating, implementing and monitoring all aspects of plan benefits and service. As part of this service, we consistently review plan documents and certificates on an annual basis to ensure that all special terms and conditions have been included, are complete and in compliance with all applicable federal and state regulations.

15. Be available to the City for consultation as needed.

Your Gehring Group team will remain in consistent contact with City Staff and provide consultation as needed throughout the year. Due to our close proximity, we are available to City Staff given reasonable notice. Gehring Group has been supporting our clients with various administrative and compliance services for over 29 years. Your Gehring Group Account Manager will be the primary resource for all services related to benefits administration and compliance issues such as enrollment and eligibility, claims

issues and day-to-day inquiries throughout the course of the year. Gehring Group provides benefits administration support on a day-to-day basis that includes but is not limited to:

Plan Implementation and Open Enrollment Assistance

- Review of all contracts, Summary Plan Descriptions (SPD) and Plan Documents for accuracy and compliance
- Coordinate and conduct open enrollment meetings and assist with the enrollment of all employee benefits
- Providing additional staff to support multiple locations and time slots for employee meetings
- Arranging multilingual representatives (as needed)
- Creating and producing annual benefits booklets and other employee communications
- Coordinating all materials or carrier/vendor participation for open enrollment
- Ensuring a smooth implementation with new vendors or plans to ensure that all necessary paperwork is complete, and all policies are accurate according to what was sold

Customer Service and Client Support

- Being an employee advocate and assisting employees with claim issues and benefit questions
- Assisting HR with billing and administrative issues
- Conducting employee surveys to determine employee satisfaction with the benefits plan
- Analyzing data to identify wellness and education targets
- Continually monitoring claims experience to make projections in order to adequately prepare for renewal and budget planning
- Providing onsite educational meetings to staff and employees
- Attending employee benefits committee and Citizens Finance Committee meetings as needed

Graphics & Communication Services

As part of our services, your Gehring Group team provides open enrollment presentations and employee education. These options include:

- Employee Benefits Guide
- Professional Employee Communications
- Electronic Communication
- Employee Educational/Wellness Campaigns
- Video Communication

Compliance and Legislation

- Affordable Care Act and legislative consulting services
- Email Newsletters, Webinars, and Seminars regarding legislative updates that impact our clients (sample webinar included in Exhibit D)
- Easy-to-Read Legislative briefs summarizing developments in HR, Insurance and Employee Benefits
- Providing access to Minder, an online HR research tool
- Access to legal experts

Wellness

- Assisting with the coordination of and attending health and wellness fairs and any ongoing wellness initiatives

- Implementing, Managing, and Evaluating a wellness program
- Negotiate and manage carrier Wellness Funds
- Ensuring the wellness program is HIPAA, GINA and EEOC compliant and within guidelines

Other ways in which Gehring Group provides compliance and benefits administration support include but is not limited to:

- ✓ Annual Employee Benefits Program and Compliance Review
- ✓ RFP & Evaluation Services
- ✓ Open Coordination & Enrollment Assistance
- ✓ Customer Service and Client Support
- ✓ Claims Monitoring and Analysis
- ✓ Education, Compliance and Legislation
- ✓ Wellness Program Consulting
- ✓ Claims Research & Employee Advocacy

Based on our team and back-up approach for servicing our clients, your Gehring Group service team is truly an extension of, and a valuable resource to the City's benefits administration and human resources staff.

16. Evaluation of a City on-site or multi-jurisdictional clinic option and if decided upon, work on implementation strategy. The goal of the City of Parkland is to improve the long-term health of employees and create cost containment on insurance programs.

A pioneer in our industry, Gehring Group has successfully assisted several of our public sector clients in the bidding, evaluation, and implementation of an employee onsite health clinic. The consideration of an onsite clinic is not a task to take lightly. We have walked each of our clients through the step-by-step process of determining if the clinic concept is a feasible option for them, narrowing down the various clinic models and ultimately implementing a clinic to provide the services to best meet their needs and cost savings goals, while remaining completely independent in our role.

This is a comprehensive process including:

- Feasibility analysis
- Request for proposals
- Proposal analysis and finalist selection
- Contract negotiation
- Facility selection
- Provider selection (physician interviews)
- Implementation
- Employee communication
- Ongoing utilization monitoring
- Return on investment analysis

During this process, our staff meets with executive staff, elected officials, employee committees, etc. for the purpose of providing ongoing communication regarding the RFP, evaluation, and contract process. The following includes four clients for which Gehring Group coordinated the entire process, from RFP to implementation. Each of the following clients selected a different clinic model or vendor and each concept is customized to function according to the needs of the group. Our client success stories include but are not limited to:

1. Charlotte County Board of County Commissioners
2. Martin County Board of County Commissioners
3. City of Cocoa
4. Palm Beach County Sheriff's Office
5. City of West Palm Beach
6. City of Clearwater

Gehring Group has extensive experience in the clinic evaluation process for Florida public sector entities. We are completely independent and evaluate all clinic proposals based on the needs and goals of our clients. We have issued numerous requests for proposals and have consistently received responses from various clinic vendors, local and national. The City of Parkland can be sure that Gehring Group will work on its behalf to determine the viability of an onsite clinic and make any City investment into an employee health center a success.

17. Monitor performance of all plans and give quarterly reports to the City Manager and Human Resources Director. Proactively suggest products and services that would better serve the needs of the City and its employees. Develop and assist in the implementation of new insurance plans and employee benefit programs.

Gehring Group monitors all available claims experience on a monthly basis and provides claims reports to the City on a quarterly basis. Out team analyzes various types of reports and utilizes our data analytics tools to aid the City in making informed decisions regarding its employee benefits plan options. These reports include but not limited to:

- Monthly Claims experience report with
  - Cost per subscriber per month
  - Stop loss reimbursement tracking
  - Pharmacy rebates
- Large claim reporting
- Renewal cost projections
- Employer/Employee/Retiree cost summaries
- Stop Loss deductible analysis
- Top utilized prescription drug utilization reports (by cost & by volume)
- Provider & pharmacy displacement analysis'
- Summary of benefits comparisons

We utilize our team's underwriting experience along with data analytics software to develop forecasting scenarios for your current plan design, applying charges or credits for alternative plan design options for consideration. We include consideration for the costs associated with legislative changes such as the

Affordable Care Act including fees, additional workforce plan costs, and impact due to mandatory plan changes (ex: women's wellness, clinical trials, etc.)

Note: Due to the number of employees insured under the City's medical plan, claims experience data is unavailable. Should the City transition to a self-insured arrangement or increase employment figures, claims information may become available at that time.

One example of one of our client's long-term strategies included a three-year path to align their health plan design and benefits with increasing the aggressiveness of their wellness program with the goal of targeting unhealthy lifestyles – adding incentives for physical activities in the first year; wellness health targets verified by physicians in the second year and finally, smoker surcharges, all while monitoring utilization and making plan changes to avert over utilization year over year. Other clients have set goals to transition from a fully insured arrangement to a minimum premium arrangement in order to get more comfortable with the concept of self-funding. Others have implemented an employee health center where members are able to receive care at no cost, providing a return on investment through a lower cost model than having those claims paid through the health plan.

We understand that employee benefits are a key aspect of an employee's compensation package. Accordingly, we agree that a long-term strategic benefit plan must be in place to allow both the employer and employee to anticipate and prepare for future change be it financial, with plan design modifications, or offering new products and services. Gehring Group's goal is to maintain long-term client relationships and assist our clients in developing long range strategies to conform to the client's overall goals. Getting the most out of your benefits dollar is one of our primary goals when servicing our clients and their members.

Innovative Ideas & Solutions

Gehring Group is known for being an innovator in the employee benefits marketplace. We evaluate all emerging cost saving options to determine viability for our clients and review new plan options as they become available from carriers, third party administrators or under any newly implemented legislation. We maintain a strong commitment to remain at the forefront of industry trends, market conditions, innovative concepts and new types of health insurance programs being presented by insurance companies and third-party administrators. Through our knowledge and expertise of all types of plan designs and funding arrangements, Gehring Group staff is able to aid our clients in determining which carriers and programs represent viable options in order to assist management in making better-informed decisions regarding the implementation of new concepts and determining whether they are in the best interest of the organization. For some groups this may mean consolidating plans to better consolidate risk and reduce adverse selection, while for other entities it may mean providing more plan options to better accommodate the needs of various types of employee populations within the entity who may be seeking varying coverage levels or alternatively, more affordable premium costs.

Our team has extensive experience assessing the benefits of various innovative concepts to assist plan sponsors with containing/reducing health care costs including:

- Innovative and holistic wellness programs,
- Onsite/near-site clinics,
- Telemedicine,
- Customized employee assistance programs and mental health services
- Value-based plan designs,

- Specialty physician designation cost share differences,
- Plans with "narrow networks",
- Client specific networks,
- International prescription sourcing,
- Captive funding arrangements, and
- Live diabetic monitoring with mobile-enabled glucometers via a third-party diabetes management vendor.

Gehring Group is a leading provider of employee benefits services whose success is driven by our expertise, years of knowledge, independence, and integrity as well as our people, their passion, and our commitment to remain the consultant of choice to our clients.

Emerging Risks

Health and benefits programs today are facing more emerging challenges and cost hurdles than ever before. Some of the major areas of emerging risk for all employers includes the onslaught of the COVID-19 global pandemic and the unknown burden it will place on employers as well as the mental health of the nation. Additional risks include the rising costs of specialty medications and the introduction of gene therapies as addressed below.

COVID-19 Pandemic

At the beginning of the COVID-19 global pandemic, Gehring Group immediately provided our clients with educational and legal resources particularly in regard to the new employment rules and regulations as established by the FFCRA and the CARES Act, and now ARPA, to ensure that all of our clients were compliant and remained up-to-date with legislation that was changing on a daily basis as it related to employment law, absence management, benefits administration, and insurance coverage changes. In the last year, Gehring Group has held over a dozen legislative update webinars and established a Client COVID-19 Client Resource Center. Our webinar topics entailed:

- COVID-19 and the Impact on Public Sector Employers
- Families First Coronavirus Response Act: Emerging Guidance & Answers
- Understanding COVID-19 and the Testing Alternatives
- COVID-19 Return to Work Considerations and Decision Making
- Reopening During a Pandemic: Is it Safe to go back into the Water?
- Protecting Your Organization from Cyber Crime
- Let's Talk COVID Vaccines (Expert Panelist: Dr. Pete LoFaso)
- FFCRA, COVID Related Employer/Employee Update (Expert Panelists: Ben Conley, Ron Kramer of Seyfarth Shaw)
- Outbreak Period, Vaccine Update, and the Considerations of the American Rescue Plan Act (ARPA) on the Public Sector (Expert Panelists: Ben Conley, Ron Kramer of Seyfarth Shaw)
- Tax Credits and COBRA Benefits Under the American Rescue Plan

Gehring Group will continue to monitor new legislation to assist our clients throughout this pandemic and provide all the tools and resources available to the City which includes monitoring claims exposure, return-to-work products, as well as virtual solutions for employee communications and open enrollment.

Mental Health

Recognizing that the status of mental health of our employees has become an ever-increasing concern for employers and the nation as a whole, Gehring Group has made several investments to expand our knowledge of the issue. This includes having two Gehring Group employees obtain their certification as National Council Mental Health First Aid instructors who are able to proactively provide solutions when addressing increasing concerns around mental health and substance use disorders.

In addition, Gehring Group's most recent annual two-day Public Sector Summit included a significant amount of relevant content to provide information and communication solutions to help employers address the concern including:

- Tackling Mental Health in the Workplace, Taylor Adams, Director of Workplace Mental Health, Mental Health America
- Moving Forward Together: How the Pandemic is Impacting Different Generations, Kim Lear, Keynote Speaker
- Wired & Tired: The Physical & Mental Manifestation of Living Through a Pandemic, Dr. Lucy McBride, Board Certified Internist, Mental Health Advocate
- Responding to Misinformation: Dr. Joe Smyser, CEO, Public Good Projects

Gehring Group's most recent focus group and workshop took place on March 30, 2022 on the topic of Police and Fire Mental Health.

Specialty Pharmacy Cost Escalation

A growing problem that is impacting all employers, specialty pharmacy costs are exceeding all costs at an extremely rapid pace. Gehring Group continually monitors solutions that are available in the marketplace to help reduce the exposure of these exorbitant cost increases. We have identified several areas of opportunity to assist many of our clients in reducing these costs and will consider further evaluation upon selection.

Gene Therapy Treatments

For our self-insured groups, Gehring Group has also evaluated the Embarc Benefit Protection Program administered by EviCore Healthcare. This program protects self-insured clients from the high cost of gene therapy. Breakthrough and potentially life-changing gene therapies are emerging, and by 2025, the FDA anticipates approving between 10 to 20 gene and cell therapies each year.

Gene therapies are expensive, and a single treatment can cost millions of dollars. The high cost threatens access to these life-changing therapies if health plans cannot afford to cover them. This solution creates financial protection for self-insured plan by not exposing the health plan to these high-cost gene therapies and gives participants access to these life-changing therapies for less than $13,000 a year. At initial launch, this network solution offers financial protection against the first two high-cost gene therapies in the marketplace. Over the course of the next five years, the program will assess whether additional therapies will be added to this solution as they come to market.

18. Attend City Commission meetings as requested.

Confirmed. Members of your service team are available for onsite and/or virtual meetings with City Council, insurance committee meetings, open enrollment fairs, and other meetings as requested with no limitations on the number of visits.

19. Work with the Human Resources Director on the continued development of the City's wellness initiatives.

Confirmed. Your Gehring Group service team will work with the City's Human Resources Director to explore wellness options and further develop the City's wellness initiatives. Our team has had significant experience implementing various types of wellness programs at various sized employers. We have assisted a number of clients in implementing a structured wellness program with the goal of encouraging employees toward a culture of wellness and we are available to assist the City in developing a concrete wellness strategy with written goals. We are there each step of the way. Gehring Group is able to coordinate services between carriers, health and wellness vendors, and the client to facilitate the delivery of appropriate and coordinated health management and care management services through various outlets including clinics, educational seminars, management programs offered through the carrier, carrier resources, programs developed by the Gehring Group wellness team, and health improvement wellness challenge platform vendors. Our Wellness Coordinators have knowledge of various effective wellness vendors and can provide you with an overview of the various services that may be in your best interest as there are many aspects of a wellness program to take into consideration in order to obtain measurable results. These include:

- Obtaining results through periodic health risk assessments and screenings; structured and non-structured activities provided by internal and external resources;
- Providing incentive programs to encourage and sustain participation year over year;
- Attaining support of management and leadership to effectively communicate and encourage participation; and
- Determining the budget for the program.

The simplest of Wellness Programs can cost next to nothing; however, Wellness Programs in which health risk assessments and biometric screenings are conducted for the entire employee population and measured throughout several plan years can incur substantial cost to the group. For many of our clients who may not have a "wellness budget", Gehring Group has also been successful in negotiating "wellness funds" from various health insurance carriers inclusive with their renewal proposals.

20. Assist with budget projections on future costs of benefit programs to include the determination of contribution structures for the City and for active and retired employees; assisting in plan/claim projections or forecasts for all health or wellness related costs; and plan and develop or create cost savings measures or recommendations necessary for future plan performance.

Since claims experience is unavailable for fully insured groups the size of the City, the City can rely on Gehring Group's leverage in the marketplace to forecast health and related insurance costs. Based on the number of public sector clients we serve, we are well-versed in the carrier underwriting process, trend and other factors used and renewal trends in the local market. This ensures there will be no surprises at renewal and that the City will have time to prepare for any required budget action.

21. Provide responsive customer service in answering questions about coverage, assisting with securing coverage and completion of paperwork required by the City's Human Resources Department and the employees insured and their insured dependents. It is expected that when contacted by the City, the assigned Broker makes contact via email or telephone the same day when possible or within 24 hours of a call/email to acknowledge receipt and schedule time to discuss or handle the issue/question at hand.

Your Gehring Group account manager takes an active role in providing prompt customer service, assisting the City and its employees and their dependents in completing applicable insurance paperwork, helping them enroll online via Bentek®, and in the resolution of unresolved claim, coverage, and billing issues. Each client has a dedicated team to assist you with any and all issues that may arise. Our response time is always within 24 hours and often the same day. Our success rate in resolving issues in a timely fashion is extremely high due to the strong carrier relationships we maintain. For most carriers, we have dedicated service personnel to whom we can address employee claim issues. We keep record of all major issues in our client management system and continuously follow up with the employee, carrier, and provider through to resolution. All information remains confidential as Gehring Group is HIPAA compliant. In addition to your assigned account manager, Gehring Group also provides three in-house Client Service Specialists specifically for this purpose, so that even if your account manager is temporarily unavailable, there will be someone accessible to you and your employees. These staff members are available to help employees work through claims issues by analyzing the issue and working with the carrier claims department or service representative as well as the provider's office to seek resolution.

As previously stated, the Gehring Group standard is to return a call promptly, generally within the same day; however, our clients enjoy the ability to always get a message to their account managers who are out of the office either through their cell phones or our administrative assistant.

22. Prepare marketing strategies for procuring City insurance for review by the City.

Confirmed. Gehring Group employs a number of strategies in developing a long-term strategic plan based on our clients' goals and objectives. Our plan includes regular meetings with you to understand your organization's goals, budget, organizational considerations (such as unions, hiring/layoffs), culture, and plan competitiveness compared to benchmark and local entities. Additionally, we look at your organization's loss experience for multiple years (if available) and perform analytics on your data utilizing software and technology to develop forecasting scenarios for your current plan design, then applying charges or credits for alternative plan design options. We include consideration for the costs associated with the Affordable Care Act and other legislation including the fees, additional workforce plan costs, and potential impact of any mandatory plan changes.

We understand that employee benefits are a very important aspect of an employee's compensation package. Accordingly, we agree that a long-term strategic benefit plan must be in place to allow both the employer and employee anticipate and prepare for stepped change be it financial or regarding plan design. Gehring Group's goal is to maintain long-term client relationships and assist our clients in developing long range strategies to conform to the client's overall financial goals. Getting the most out of your benefits dollar is one of our primary goals when servicing our clients.

23. Assist the Human Resources Department with dispute, changes, and reconciliation of billing invoices.

Members of your Gehring Group team are available to provide assistance with billing disputes, carrier issues, and reconciliation of invoices when needed. We will work with City Staff to determine the issue at hand and intervene between Staff and the carrier as needed to seek resolution.

B. BROKER SERVICES

1. At the request of the City, the Broker will seek renewal proposals from existing vendors, negotiate renewal rates, and provide alternatives to mitigate rate increases. This may include soliciting bids from other vendors, reviewing and analyzing bids, and making recommendations. Broker shall coordinate with the City to ensure compliance with city procurement guidelines.

As part of the annual renewal evaluation process, Gehring Group requests renewals from existing vendors and aggressively negotiates with all vendors on behalf of the City. This process may include soliciting proposals from the insurance market if determined in the best interest of the City. This includes negotiating renewal rates, working with the procurement division to maintain integrity with the bid process as well as issuing bid specifications directly to the market if requested. Gehring Group has vast experience in the solicitation of all types of insurance, and we are confident that acquisition of various competitive options will be accomplished.

Please refer to our response to C.1. below for additional details regarding Gehring Group's renewal and marketing approach.

C. PROPOSAL SERVICES

1. **When requested by the City of Parkland, develop RFPs for various benefits programs.**
   a. **Prepare Requests for Proposals in compliance with the City requirements, exploring all feasible plan designs and cost containment strategies for employee benefits programs as needed.**
   b. **Provide a sample Request for Proposal for solicitation of group health insurance previously prepared for one of your clients similar in size to the City of Parkland.**
   c. **Develop evaluation criteria.**
   d. **Address any questions from vendors in the RFP process.**
   e. **Be present and prepared to participate as needed.**
   f. **Prepare a comprehensive report and executive summary analyzing all proposals received using the evaluation criteria.**

Our team would work collaboratively with the City's Procurement Department to develop RFPs to solicit proposals for those lines of coverage as directed. We would work with staff to follow City guidelines, review all lines of coverage and benefits included in the total employee benefits program package and determine those lines appropriate for bidding. Gehring Group's traditional marketing process includes a comprehensive analysis of the current programs, past programs, claims history, in addition to numerous other factors including demographics and the local market. In addition to reviewing the incumbent carriers' renewal quotes, we would review a list of prospective carriers, coalitions, and trusts with HR staff in discussing whether to release any RFPs for the various lines of coverage. As an independent consultant our goal is to be a resource to you and ascertain that all available products and insurers are considered to ensure that the City of Parkland finds the best match for its needs. Our marketing process includes the following steps:

STEP 1 Discovery Process

The first step in the procurement process is the gathering of all information pertinent to your current programs. This includes interviewing staff regarding what they deem to be the positive aspects of their program as well as any areas of particular concern. Discussion of future goals and objectives will be analyzed. We would also collect all relevant plan documents and benefit summaries in order to become familiar with the details of each policy. In addition, a review of your available claims experience, prescription drugs and large claims information, premium rates, wellness initiatives and all other information would take place in order to evaluate your in-force program. At that time, we will determine a tentative schedule for monthly or quarterly meetings, setting a timetable for the release of any RFPs that may be necessary as well as analysis of alternative funding arrangements or stop loss options.

STEP 2 Presentation of Initial Analysis & Strategic Planning

Upon our review of the current program, the Gehring Group will produce a concise analysis of each line of insurance to include any compliance concerns. Due to our specialization in the public entity market, we maintain access to comparative data from numerous other public sector entities that is often used to determine how your benefits program equates to those of other like entities. With this information, we can offer insight regarding the implementation of additional programs, such as consumer driven healthcare options and onsite clinics, and make recommendations regarding potential changes to your current program for consideration. It is our job to educate you on any new product in the industry that may reduce administrative burden or aid in the reduction of costs. We also available benchmark data to aid in future benefits decisions.

STEP 3 Market Solicitation (The RFP Process)

Gehring Group coordinates and assists in conducting all phases of the procurement process for those lines of insurance deemed suitable for bidding. Our involvement in this process can be as comprehensive as you wish. Once we have reviewed all necessary background information and developed our own renewal projection, we will work with staff to develop a timeline of events and compile all RFPs for submission to the insurance market. This includes negotiating renewal rates, working with the procurement division to maintain the integrity of the bid process, assisting in addressing any questions from vendors, and issuing bid specifications directly to the market. Gehring Group has vast experience in the solicitation of all types of insurance and we are confident that acquisition of various competitive options will be accomplished.

To effectively market an employee benefits plan, we consider many factors. We must present and negotiate a plan that is in line with our clients' goals, contribution structure, plan design, union obligations, network availability and entity structure. In addition to the required information such as census data, plan design and claims experience, we also consider various other aspects involved in the decision-making process such as stop loss deductibles, prescription drug formularies, top utilized providers, hospital access and the physical location of the entity. Location within the state may have an impact on how robust each provider network is as well as the extent of provider discounts.

STEP 4 Proposal Evaluation & Recommendation

Upon receipt of proposals submitted in response to the RFP process, Gehring Group will perform a detailed analysis of each program offered based on the evaluation criteria developed with the City's HR Team. We compare all proposals side by side to the in-force program and illustrate the program differences to include the advantages and disadvantages of each. This will include a detailed cost comparison which outlines the total cost of the program in addition to breaking down the costs related to employer and employee contributions and detailing all applicable proposal caveats.

At this time, we will also compare provider networks to determine which proposers may be considered viable options in addition to performing a network disruption analysis and network discount analysis. During this stage in the procurement process, Gehring Group

will meet with Staff to review our initial findings. Once our analysis has determined that particular vendors are viable based on cost, schedule of benefits, value-added services, A.M. Best rating, etc., we then attempt to clear up any details that must be clarified prior to making a recommendation. This process is a second level request for clarification and is conducted following the review of submitted proposals. As insurance is one of the few areas in public entity purchasing regulations where simultaneous negotiations can take place, it is always important for the RFP process to include a "best and final" interview process within the RFP timeline, negotiating performance guarantees where applicable. Our team members are active participants in the evaluation and interview process as needed. After such finalist negotiations and continuous communication with staff, we will prepare our formal evaluation and recommendation, based on the needs and goals of the City.

STEP 5 Program Implementation & Enrollment

After the RFP and evaluation process, Gehring Group team members remain involved and serve as an intermediary between each vendor and the City to assist with contract negotiations, program implementation, and enrollment. Planning for open enrollment begins well before renewal time. Gehring Group's approach to open enrollment starts with the development of a renewal timeline detailing all aspects of the process, working backwards from the desired open enrollment period. Your Gehring Group Account Manager will be intricately involved throughout the planning and enrollment process, helping to coordinate the various steps of the process including but not limited to:

- Assisting in coordinating and attending employee informational and enrollment meetings at all sites as determined by the client. Inherent in this process is determining whether enrollment meetings will be mandatory or optional;
- Determining open enrollment meeting format (i.e., health fair style vs. group informational meetings vs. one-on-one meetings);
- Coordinating meeting locations, times, collateral needed and if carrier representatives are requested;
- Developing communication collateral (i.e., open enrollment announcement posters, annual employee benefits guide, etc.);
- Facilitating technology partner (Bentek) in providing plan, premium and payroll deduction updates to the enrollment site;
- Facilitating cancellation or renewal of current insurer upon written acceptance;
- Ensuring that applications and contracts for all new vendors are complete and accurate and forwarded to the applicable vendors in a timely manner; and
- Review all vendor contracts to ensure they are in line with what was proposed and presented to the City.

Again, our team is available to assist with the annual open enrollment to conduct meetings, give presentations, and meet with employees individually to clarify any questions regarding their coverage. In addition, we can provide additional licensed staff to attend meetings at multiple locations and time slots if necessary.

STEP 6 Ongoing Service

As part of our continuous service, Gehring Group staff also conducts detailed reviews, analysis, and projection sessions with decision makers at key points throughout the year and is agreeable to meet with the City's insurance committee on a monthly basis as requested. We consistently track the available claims utilization data of the City's program throughout the plan year in order to prepare for the renewal process and develop strategies for ensuring that the City of Parkland gets the most value for its health care dollar. We will provide monthly claim reports and review large claims data to determine whether your programs are running favorably and utilize this claims data to forecast renewal projections and negotiate with vendors. With this information and by conducting a local entity survey, we can partner with you to develop an action plan to accomplish the goals of the City of Parkland.

Additional services provided during our year-round presence at our clients include:

- Annual legislative compliance review
- Health care reform consulting and advisory services
- Legislative updates, seminars, and webinars throughout the year regarding numerous legislative compliance issues
- Assistance with claims and billing issues (employee advocacy)
- Assisting with members individually as needed
- Planning and coordinating health and wellness fairs
- Implementing/maintaining wellness programs and initiatives
- Employee communications and graphics services
- Employee & Benchmark surveys
- Wellness program monitoring/consulting

Due to Gehring Group's industry experience, we are confident that we can meet and exceed the City's service expectations.

2. Appeals – Prepare response to any administrative appeals.

a. Assist the City and/or outside counsel in preparation of defense if any litigation should result from the RFP process.

b. Testify in court at the request of the City if litigation should result from the RFP process.

Gehring Group is available to support the City as needed in response to any administrative RFP appeals or litigation.

3. Contract

a. Assist in the development and negotiations of contracts with vendors.

b. Work with the City's attorneys to ensure contract legality.

c. Conduct any required negotiations of benefits, plan design, premium rates, and performance guarantees.

Your Gehring Group team will assist the City's attorneys with the review of all contracts for legality, accuracy in rates, benefits eligibility, and coverage to ensure that what was negotiated is reflected accurately within the contract documents. We will also be involved throughout the implementation and contract negotiation process to ensure that all vendor contracts are not only accurate based on the proposal agreed upon but also for compliance with all state and federal regulations. We will also spearhead any required negotiations of benefits, plan design, premium rates and performance guarantees.

4. Implementation

a. Serve as intermediary (ombudsman) between the vendors and City during the implementation of new programs.

b. Review new program announcement material for content, appearance, compliance, and accuracy.

Your Gehring Group team will serve as intermediary and spearhead the entire implementation process, whether for plan renewals or a complete transition to a new carrier/provider. As stated above, our team will be involved to:

- Assist in coordinating and attending employee informational and enrollment meetings at all sites as determined by the client. Inherent in this process is determining whether enrollment meetings will be mandatory or optional;
- Determine open enrollment meeting format (i.e., health fair style vs. group informational meetings vs. one-on-one meetings);
- Coordinate meeting locations, times, collateral needed and if carrier representatives are requested;
- Develop communication collateral (i.e., open enrollment announcement posters, annual employee benefits guide, etc.);
- Facilitate technology partner (Bentek) in providing plan, premium and payroll deduction updates to the enrollment site;
- Facilitate cancellation or renewal of current insurer upon written acceptance;
- Ensure that applications and contracts for all new vendors are complete and accurate and forwarded to the applicable vendors in a timely manner; and
- Review all vendor contracts to ensure they are in line with what was proposed and presented to the City.

5. Ongoing Contract Services the Broker shall be responsible for:

a. Participating in negotiations with vendors on proposed rates and benefits changes to existing contracts.

b. Auding existing contracts on an annua basis for satisfactory performance and contract compliance.

Gehring Group's year-round service philosophy includes negotiating with vendors regarding proposed rates and benefit changes to existing contracts as well as an annual review of vendor performance to ensure client satisfaction and contract compliance. As a completely independent agent/consultant, Gehring Group will be the City's liaison between City staff and each of its benefits vendors.

Exhibit B
Implementation Timeline

Implementation Timeline

Include an implementation schedule on how the Proposer plans on meeting the required report deadlines.

Upon selection, our priority will be to meet with City staff to determine a tentative schedule for monthly or quarterly meetings, setting a timetable for the release of any RFPs and introduce the roles of the members of your Gehring Group service team. Should the City choose to retain the Bentek Online Enrollment and Administration System, we would engage Bentek to begin the renewal discussion process.

To provide the City with enough time to update Bentek with the applicable renewal information, conduct the RFP process, complete renewal negotiations and the subsequent decision-making process, Gehring Group prepares a timetable of activities as outlined below. This schedule can be customized to accommodate any specific needs or additional services requested by the City.

Standard Schedule of Activities	
Date	Action
6 months prior to renewal	• Gehring Group review of current employee benefits program including claims experience (if available) • Pre-Renewal Meeting with employee benefits Staff to discuss vendor satisfaction and strategy • Gehring Group to request coverage renewals • Preparation and release RFP to carriers for all applicable lines of coverage (if deemed necessary) or begin renewal negotiations
5 months prior to renewal	• Review Quarterly claims experience & meet with Staff • If RFP is issued: o Gehring Group receives proposal responses from Purchasing o Gehring Group review and analysis of proposals o Draft of initial review presented to Staff o Interview finalists (if deemed necessary) o Best and Final offers due o Gehring Group recommendation / Gehring Group available to make presentations to committees and Board o Council/Board makes selection • If renewal negotiation (RFP not issued): o Gehring Group will aggressively negotiate renewal premiums, fees and stop loss premiums o Review all stop loss alternatives (deductibles, etc.) o Analyze claims data to determine for cost reduction targets
4 months prior to renewal	• Preparation of Open Enrollment Materials including Employee Benefit Highlights booklet and communication posters, payroll stuffers, etc. • Discuss and finalize employer contribution strategies • Plan Implementation • Provide **Bentek®** with renewal plan information (if applicable)

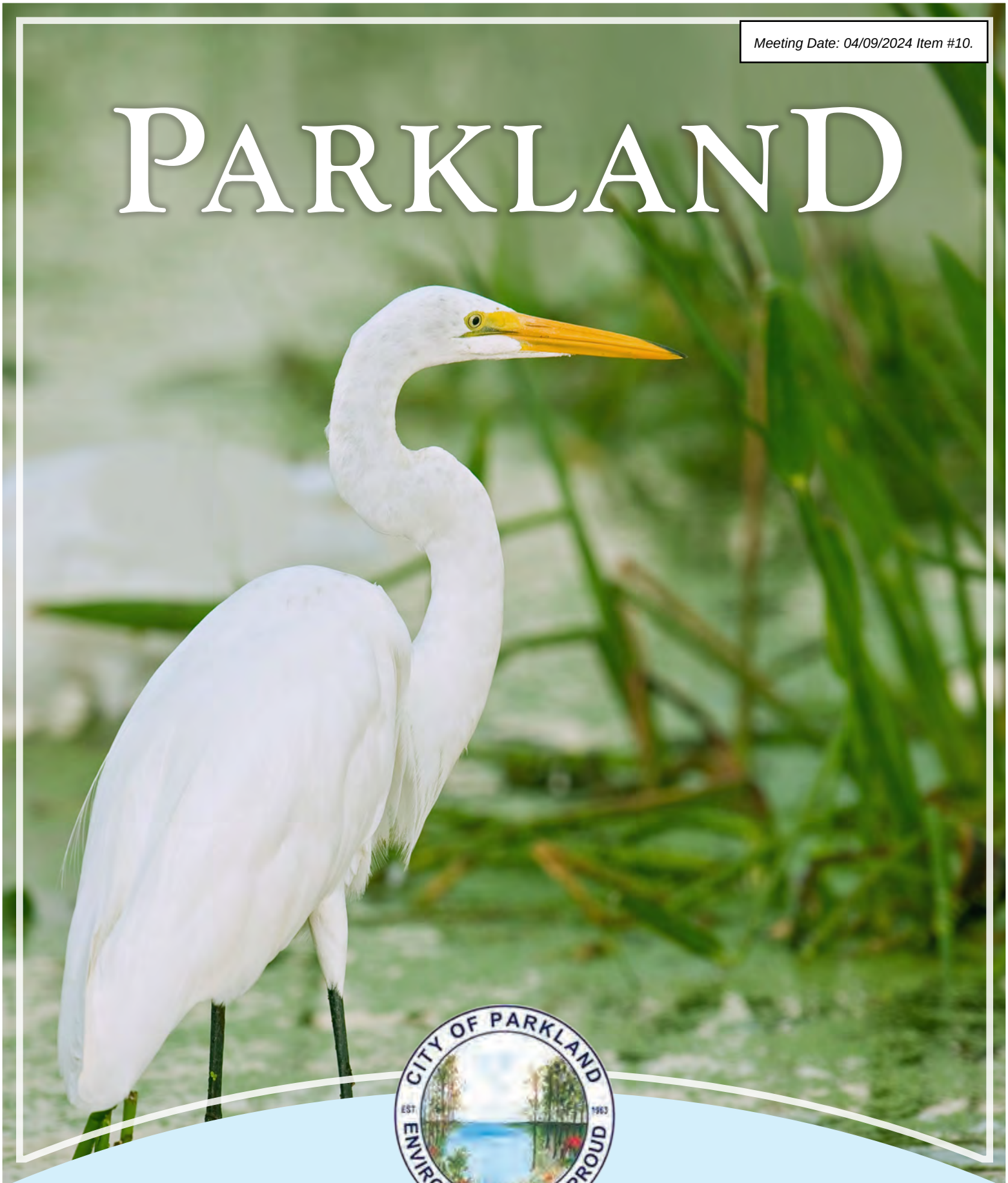
Standard Schedule of Activities	
Date	Action
3 months prior to renewal	• Review Quarterly claims experience & meet with Staff (if available) • Preparation of OE Materials including Employee Benefit Guide, communication posters, etc. • Plan open enrollment meeting schedules, locations, carrier invites, meeting format, etc. • Finalize employer contribution strategies • Completion of implementation paperwork with carriers • Implementation meetings with all applicable carriers in the event of a carrier change • Provide all information regarding plan changes and rates to **Bentek®** for programming updates (if applicable) • Testing of **Bentek®** Open Enrollment site (if applicable)
2 months prior to renewal	• Open Enrollment Meetings • Carrier contract review for accuracy
1 month prior to renewal	• Finalize all details regarding new plan year • Open Enrollment makeup meetings
October 1st	• Plan Year Begins
1st quarter	• Review Quarterly claims experience & meet with Staff • Conduct New Hire Orientations as necessary • Additional meetings with Staff and/or employees as needed • Provide ongoing support to employee questions
Beginning of 2nd quarter	• Review Quarterly claims experience & meet with Staff
2nd quarter	• Conduct New Hire Orientations as necessary • Additional meetings with Staff and/or employees as needed • Request renewals

All dates can be adjusted to accommodate City requests or updated based on insurance carrier ability to meet timelines.

Exhibit C
Sample Employee Benefit Guide

City of Parkland

PARKLAND



2021 2022

EMPLOYEE BENEFIT HIGHLIGHTS

Meeting Date: 04/09/2024 Item #10.

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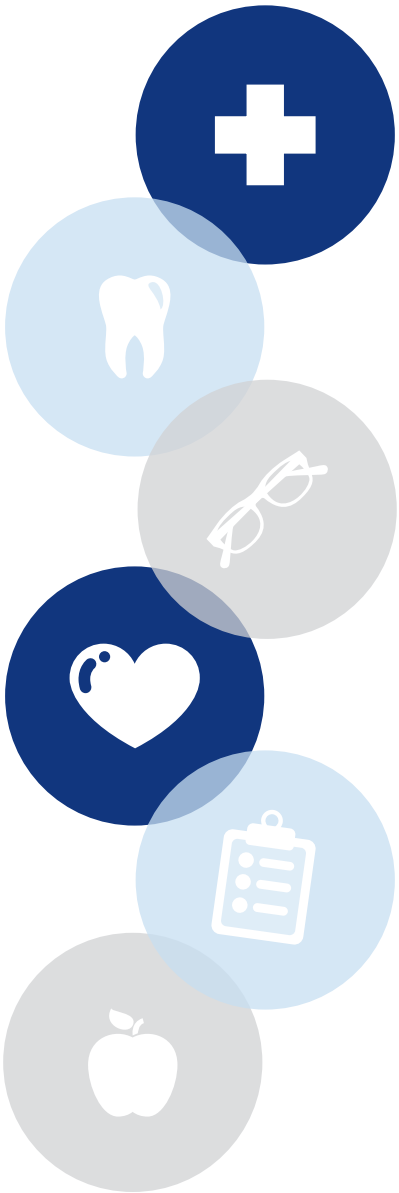

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This booklet is merely a summary of benefits. For a full description, refer to the plan document. Where conflict exists between this summary and the plan document, the plan document controls. The City of Parkland reserves the right to amend, modify or terminate plans at any time. This booklet should not be construed as a guarantee of employment.

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Contact Information

	Human Resources	Director of Human Resources	Jackie Wehmeyer Phone: (954) 757-4134 Email: jwehmeyer@cityofparkland.org
		Human Resources Manager	Kristin Milligan Phone: (954) 757-4208 Email: kmilligan@cityofparkland.org
		Human Resources Assistant	Britney Campbell Phone: (954) 757-4145 Email: bcampbell@cityofparkland.org
	Online Benefit Enrollment	Bentek Support	Customer Service: (888) 523-6835 https://www.mybentek.com/parkland
	Medical Insurance	Cigna	Customer Service: (800) 244-6224 www.mycigna.com
	Prescription Drug Coverage & Mail-Order Program	Express Scripts Pharmacy	Customer Service: (866) 230-7261 www.express-scripts.com
	Telehealth	Cigna MDLIVE	Customer Service: (888) 726-3171 www.MDLIVEforCigna.com Customer Service (800) 244-6224 www.mycigna.com
	Dental Insurance	Cigna	Customer Service: (800) 244-6224 www.cigna.com
	Vision Insurance	EyeMed	Customer Service: (866) 800-5457 www.eyemed.com
FSA	**Flexible Spending Accounts**	BenefitsWorkshop	Customer Service: (888) 537-3539 www.benefitsworkshop.com/parkland
	Employee Assistance Program	New Directions	Customer Service: (800) 624-5544 eap.ndbh.com Company Code: cityofparkland
	Basic Life and AD&D Insurance	New York Life Group Benefit Solutions	Customer Service (800) 362-4462 www.mynylgbs.com
	Voluntary Life Insurance	New York Life Group Benefit Solutions	Customer Service (800) 362-4462 www.mynylgbs.com
	Long Term Disability Insurance	New York Life Group Benefit Solutions	Customer Service (800) 362-4462 www.mynylgbs.com
	Supplemental Insurance	Allstate	Agent: Elliott Fink Phone: (561) 756-5555 Email: insurancerewards@me.com www.allstatebenefits.com
		Pet Assure and PetPlus (Through Pet Benefit Solutions)	Customer Service: (800) 891-2565 www.petbenefits.com/land/cityofparkland
		Preferred Legal	Agent: Brian Samuels Customer Service: (888) 577-3476 Email: bjs@preferredlegal.com www.preferredlegal.com

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Introduction

The City of Parkland provides group insurance benefits to eligible employees. The Employee Benefit Highlights Booklet provides a general summary of the benefit options as a convenient reference. Please refer to the City's Personnel Policies and/or Certificates of Coverage for detailed descriptions of all available employee benefit programs and stipulations therein. If an employee requires further explanation or needs assistance regarding claims processing, please refer to the customer service phone numbers under each benefit description heading or contact Human Resources.

Online Benefit Enrollment

The City of Parkland provides employees with an online benefits enrollment platform through Bentek's Employee Benefits Center (EBC). The EBC provides benefit-eligible employees the ability to select or change insurance benefits online during the annual Open Enrollment Period, New Hire Orientation or for Qualifying Life Events.

Accessible 24 hours a day, throughout the year, employee may log in and review comprehensive information regarding benefit plans, and view and print an outline of benefit elections for employee and dependent(s). Employee also has access to important forms and carrier links, can report qualifying life events and review and make changes to Life insurance beneficiary designations.

To Access the Employee Benefits Center:

- ✓ Log on to **www.mybentek.com/parkland**

  Please Note: *Link must be addressed exactly as written. Due to security reasons, the website cannot be accessed by Google or other search engines.*
- ✓ Sign in using a previously created username and password or click "Create an Account" to set up a username and password.
- ✓ If employee has forgotten username and/or password, click on the link "Forgot Username/Password" and follow the instructions.
- ✓ Once logged on, navigate using the Launchpad to review current enrollment, learn about benefit options, and make any benefit changes or update beneficiary designations.

For technical issues directly related to using the EBC, please call (888) 5-Bentek (523-6835) or email Bentek Support at support@mybentek.com, Monday through Friday during regular business hours 8:30am - 5:00pm.

To access Bentek using a mobile device, scan code.

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Group Insurance Eligibility

The City's group insurance plan year is October 1 through September 30.

Employee Eligibility

Employees are eligible to participate in the City's insurance plans if they are working a minimum of 30 hours per week. Coverage will be effective the first of the month following 30 days of employment. For example, if an employee is hired on April 11, then the effective date of coverage will be June 1.

Separation of Employment

If an employee separates employment from the City, insurance will continue through the end of the month in which the separation occurred. COBRA continuation of coverage may be available as applicable by law.

Dependent Eligibility

A dependent is defined as the legal spouse and/or dependent child(ren) of the participant or spouse. The term "child" includes any of the following:

- A natural child
- A stepchild
- A legally adopted child
- A newborn child (up to the age of 18 months) of a covered dependent (Florida)
- A child for whom legal guardianship has been awarded to the participant or the participant's spouse

Dependent Age Requirements

Medical Coverage: A dependent child may be covered through the end of the calendar year in which the child turns age 26. An over-age dependent may continue to be covered on the medical plan to the end of the calendar year in which the child reaches age 30, if the dependent meets the following requirements:

- Unmarried with no dependents; and
- A Florida resident, or full-time or part-time student; and
- Otherwise uninsured; and
- Not entitled to Medicare benefits under Title XVIII of the Social Security Act, unless the child is handicapped.

Dental and Vision Coverage: Dependent children may be covered through the end of the calendar year in which the child turns age 26.

Please see Taxable Dependents if covering eligible over-age dependents.

Disabled Dependents

Coverage for a dependent child may be continued beyond age 26 if:

- The dependent is physically or mentally disabled and incapable of self-sustaining employment (prior to age 26); and
- Primarily dependent upon the employee for support; and
- The dependent is otherwise eligible for coverage under the group medical plan; and
- The dependent has been continuously insured

Proof of disability will be required upon request. Please contact Human Resources if further clarification is needed.

Taxable Dependents

Employees covering adult child(ren) under employee's medical insurance plan may continue to have the related coverage premiums payroll deducted on a pre-tax basis through the end of the calendar year in which dependent child reaches age 26. Beginning January 1 of the calendar year in which dependent child reaches age 27 through the end of the calendar year in which the dependent child reaches age 30, imputed income must be reported on the employee's W-2 for that entire tax year and will be subject to all applicable Federal, Social Security and Medicare taxes. Imputed income is the dollar value of insurance coverage attributable to covering each adult dependent child. Contact Human Resources for further details if covering an adult dependent child who will turn age 27 any time during the upcoming calendar year or for more information.

Please Note: *There is no imputed income if adult dependent child is eligible to be claimed as a dependent for Federal income tax purposes on the employee's tax return.*

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Group Insurance Eligibility *(Continued)*

Documentation Requirements

All dependents must have an established legal relationship to the employee to be covered under the benefit program. The types of documentation accepted are stated in the table below. Employees with dependents enrolled in the group insurance plans are advised that they will be required to comply with this process or continued coverage for such dependents may be jeopardized.

Dependent Relationship	Documentation Required
Spouse	• *Copy of legal government issued marriage certificate*
Dependent child(ren) under age 26	• *Copy of State issued birth certificate(s)* ***OR*** *copy of legal guardianship court documents listing the employee as legal guardian*
Step-child(ren) under age 26	• *Copy of State issued birth certificate(s)*
Child(ren) under legal guardianship, custody under age 26	• *Copy of court documents showing legal guardianship* ***OR*** *legal custody*
Child(ren) adopted or in the process of adoption under age 26	• *Copy of court documents of the legal adoption showing relationship to and placement in the employee's house* ***OR*** *adoption certificate*
Child(ren) age 26-30	• *Copy of state issued birth certificate(s) or legal guardianship court documents, listing the employee or spouse as parent/legal guardian* • ***AND*** *Overage Dependent Affidavit signed by employee*

Please Note: *Religious documents and registration cards are not acceptable proof. Employee may redact financial information.*

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Qualifying Events and Section 125

Section 125 of the Internal Revenue Code

Premiums for medical, dental, vision insurance, contributions to Flexible Spending Accounts (FSA), and/or certain supplemental policies are deducted through a Cafeteria Plan established under Section 125 of the Internal Revenue Code and are pre-taxed to the extent permitted. Under Section 125, changes to an employee's pre-tax benefits can be made ONLY during the Open Enrollment period unless the employee or qualified dependent(s) experience(s) a Qualifying Event and the request to make a change is made within 30 days of the Qualifying Event .

Under certain circumstances, employees may be allowed to make changes to benefit elections during the plan year if the event affects the employee, spouse or dependent's coverage eligibility. An "eligible" Qualifying Event is determined by Section 125 of Internal Revenue Code. Any requested changes must be consistent with and due to the Qualifying Event.

Examples of Qualifying Events:

- Employee gets married or divorced
- Birth of a child
- Employee gains legal custody or adopts a child
- Employee's spouse and/or other dependent(s) die(s)
- Loss or gain of coverage due to employee, employee's spouse and/or dependent(s) termination or start of employment
- An increase or decrease in employee's work hours causes eligibility or ineligibility
- A covered dependent no longer meets eligibility criteria for coverage
- A child gains or loses coverage with other parent or legal guardian
- Change of coverage under an employer's plan
- Gain or loss of Medicare coverage
- Losing or becoming eligible for coverage under a State Medicaid or CHIP (including Florida Kid Care) program (60 day notification period)

IMPORTANT NOTES

If an employee experiences a Qualifying Event, **Human Resources must be contacted within 30 days of the Qualifying Event** to make the appropriate changes to employee's coverage. Beyond 30 days, requests will be denied and employee may be responsible, both legally and financially, for any claim and/or expense incurred as a result of employee or dependent who continues to be enrolled but no longer meets eligibility requirements. If approved, changes may be effective the date of the Qualifying Event or the first of the month following the Qualifying Event. Newborns are effective on the date of birth. Cancellations will be processed at the end of the month. In the event of death, coverage terminates the day following the death. Employee may be required to furnish valid documentation supporting a change in status or "Qualifying Event."

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Medical Insurance

The City offers medical insurance through Cigna to benefit-eligible employees. The costs per pay period for coverage are listed in the premium tables below and a brief summary of benefits is provided on the following page. For more detailed information about the medical plans, please refer to the carrier's Summary of Benefits and Coverage (SBC) document or contact Cigna's customer service.

Medical Insurance – Cigna LocalPlus In-Network Plan

26 Payroll Deductions - Per Pay Period Cost

Tier of Coverage	Employee Cost	Employer Cost
Employee Only	$0.00	$327.59
Employee + 1	$107.70	$610.31
Employee + Family	$142.06	$805.00

Medical Insurance – Cigna Open Access Plus Plan

26 Payroll Deductions - Per Pay Period Cost

Tier of Coverage	Employee Cost	Employer Cost
Employee Only	$175.39	$175.39
Employee + 1	$384.42	$384.42
Employee + Family	$507.06	$507.06

Cigna | Customer Service: (800) 244-6224 | www.cigna.com

Other Available Plan Resources

Cigna offers all enrolled employees and dependents additional services and discounts through value added programs. For more details regarding other available plan resources, please contact Cigna's customer service at (800) 244-6224 or visit www.cigna.com.

Summary of Benefits and Coverage

A **Summary of Benefits & Coverage (SBC)** for the Medical Plan is provided as a supplement to this booklet being distributed to new hires and existing employees during the Open Enrollment period. The summary is an important item in understanding employee's benefit options. A free paper copy of the SBC document may be requested or is also available as follows:

From:	Human Resources
Address:	6600 University Drive Parkland, FL 33067
Phone:	(954) 757-4130
Email:	jwehmeyer@cityofparkland.org bcampbell@cityofparkland.org kmilligan@cityofparkland.org
Website URL:	www.mybentek.com/parkland

The SBC is only a summary of the plan's coverage. A copy of the plan document, policy, or certificate of coverage should be consulted to determine the governing contractual provisions of the coverage. A copy of the group certificate of coverage can be reviewed and obtained by contacting Human Resources.

If there are any questions about the plan offerings or coverage options, please contact Human Resources at (954) 757-4130.

Telehealth

Cigna MDLIVE provides access to telehealth services as part of the medical plan. Cigna MDLIVE is a convenient phone and video consultation company that provides immediate medical assistance for many conditions.

The benefit is provided to all enrolled members. Registration is required and should be completed ahead of time. This program allows members 24 hours a day, seven (7) days a week on-demand access to affordable medical care via phone and online video consultations when needing immediate care for non-emergency medical issues. Telehealth should be considered when employee's primary care doctor is unavailable, after-hours or on holidays for non-emergency needs. Many urgent care ailments can be treated with telehealth, such as:

- ✓ Sore Throat
- ✓ Fever
- ✓ Rash
- ✓ Headache
- ✓ Cold and Flu
- ✓ Acne
- ✓ Stomach Ache
- ✓ Allergies
- ✓ UTIs and More

Telehealth doctors do not replace employee's primary care physician but may be a convenient alternative for urgent care and ER visits. For further information please contact Cigna MDLIVE.

Cigna MDLIVE

MDLIVE Customer Service: (888) 726-3171 | www.MDLIVEforCigna.com

Cigna Customer Service (800) 244-6224 | www.mycigna.com

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Cigna LocalPlus In-Network Plan At-A-Glance

Locate a Provider

To search for a participating provider, contact Cigna's customer service or visit www.cigna.com. When completing the necessary search criteria, select LocalPlus network.

Plan References

**LabCorp and Quest Diagnostics are the preferred labs for bloodwork through Cigna. When using a lab other than LabCorp or Quest Diagnostics, please confirm they are contracted with Cigna's LocalPlus network prior to receiving services.*

Important Notes

*Services received by providers or facilities **not** in the Cigna's LocalPlus network, will not be covered.*

Network	LocalPlus
Calendar Year Deductible (CYD)	**In-Network**
Single	$500
Family	$1,500
Coinsurance	
Member Responsibility	20%
Calendar Year Out-of-Pocket Limit	
Single	$3,000
Family	$6,000
What Applies to the Out-of-Pocket Limit?	Deductible, Coinsurance, Copays and Rx
Physician Services	
Primary Care Physician *(PCP)* Office Visit *(No PCP Election Required)*	$25 Copay
Specialist Office Visit	$50 Copay
Telehealth Services	$25 Copay
Non-Hospital Services; Freestanding Facility	
Clinical Lab *(Bloodwork)**	No Charge
X-rays	No Charge
Advanced Imaging *(MRI, PET, CT)*	20% After CYD
Outpatient Surgery at Surgical Center	20% After CYD
Physician Services at Surgical Center	20% After CYD
Urgent Care *(Per Visit)*	$40 Copay
Hospital Services	
Inpatient Hospital *(Per Admission)*	20% After CYD
Outpatient Hospital *(Per Visit)*	20% After CYD
Physician Services at Hospital	20% After CYD
Emergency Room *(Per Visit; Waived if Admitted)*	$100 Copay
Mental Health/Alcohol & Substance Abuse	
Inpatient Hospital Services *(Per Admission)*	20% After CYD
Outpatient Services *(Per Visit)*	20% After CYD
Outpatient Office Visit	$25 Copay
Prescription Drugs *(Rx)*	
Generic	$20 Copay
Preferred Brand Name	$40 Copay
Non-Preferred Brand Name	$60 Copay
Specialty *(Retail Only)*	$75 Copay
Mail Order Drug *(90-Day Supply)*	2x Retail Copay

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Cigna Open Access Plus Plan At-A-Glance

Network	Open Access Plus	
Calendar Year Deductible (CYD)	**In-Network**	**Out-of-Network***
Single	$1,000	$3,000
Family	$2,000	$6,000
Coinsurance		
Member Responsibility	10%	30%
Calendar Year Out-of-Pocket Limit		
Single	$5,500	$16,500
Family	$11,000	$33,000
What Applies to the Out-of-Pocket Limit?	Deductible, Coinsurance, Copays and Rx	
Physician Services		
Primary Care Physician *(PCP)* Office Visit	$25 Copay	30% After CYD
Specialist Office Visit	$50 Copay	30% After CYD
Telehealth Services	$25 Copay	Not Covered
Non-Hospital Services; Freestanding Facility		
Clinical Lab *(Bloodwork)***	No Charge	30% After CYD
X-rays	No Charge	30% After CYD
Advanced Imaging *(MRI, PET, CT)*	$200 Copay	30% After CYD
Outpatient Surgery at Surgical Center	10% After CYD	30% After CYD
Physician Services at Surgical Center	10% After CYD	30% After CYD
Urgent Care *(Per Visit)*	$75 Copay	30% After CYD
Hospital Services		
Inpatient Hospital *(Per Admission)*	10% After CYD	30% After CYD
Outpatient Hospital *(Per Visit)*	10% After CYD	30% After CYD
Physician Services at Hospital	10% After CYD	30% After CYD
Emergency Room *(Per Visit; Waived if Admitted)*	$350 Copay	$350 Copay
Mental Health/Alcohol & Substance Abuse		
Inpatient Hospital Services *(Per Admission)*	No Charge	30% After CYD
Outpatient Services *(Per Visit)*	No Charge	30% After CYD
Outpatient Office Visit	$25 Copay	30% After CYD
Prescription Drugs *(Rx)*		
Generic	$15 Copay	50% Coinsurance
Preferred Brand Name	$60 Copay	50% Coinsurance
Non-Preferred Brand Name	$125 Copay	50% Coinsurance
Specialty *(Retail Only)*	$160 Copay	50% Coinsurance
Mail Order Drug *(90-Day Supply)*	2x Retail Copay	50% Coinsurance

Locate a Provider

To search for a participating provider, contact Cigna's customer service or visit www.cigna.com. When completing the necessary search criteria, select OAP - Open Access Plus, OA plus, Choice Fund OA Plus network.

Plan References

***Out-Of-Network Balance Billing:** For information regarding out-of-network balance billing that may be charged by out-of-network providers, please refer to the Summary of Benefits and Coverage (SBC) document.*

***LabCorp and Quest Diagnostics are the preferred labs for bloodwork through Cigna. When using a lab other than LabCorp or Quest Diagnostics, please confirm they are contracted with Cigna's Open Access Plus network prior to receiving services.*

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Dental Insurance

Cigna Dental Care DHMO Plan

The City offers dental insurance through Cigna to benefit-eligible employees. The costs per pay period for coverage are listed in the premium table below and a brief summary of benefits is provided on the following page. For more detailed information about the dental plan, please refer to the carrier's summary plan document or contact Cigna's customer service.

Dental Insurance – Cigna Dental Care DHMO Plan

26 Payroll Deductions - Per Pay Period Cost

Tier of Coverage	Employee Cost	Employer Cost
Employee Only	$0.00	$6.56
Employee + 1	$0.00	$11.49
Employee + Family	$0.00	$16.96

In-Network Benefits

The DHMO plan is an in-network only plan that requires all services be received by a Primary Dental Provider (PDP). Employees and dependent(s) may select any participating dentist in the Cigna Dental Care HMO network to receive covered services. There is no coverage for services received out-of-network.

The DHMO plan's schedule of benefits is set forth by the Patient Charge Schedule (fee schedule) which is highlighted on the following page. Please refer to the summary plan document for a detailed listing of charges and benefits.

Out-of-Network Benefits

The DHMO plan does not cover any services rendered by out-of-network facilities or providers.

Calendar Year Deductible

There is no calendar year deductible.

Calendar Year Benefit Maximum

There is no benefit maximum.

IMPORTANT NOTES

- *Employees need to choose a Primary Dental Provider (PDP). Employees can choose any PDP in the network.*
- *Prior authorization is required for a specialist, however prior authorization is not required for Pediatric, Orthodontic or Endodontic services.*
- *Not every PDP performs every service on the schedule of benefits.*
- *Plan restrictions and limitations for services may apply. Please contact Cigna prior to having services rendered.*

Cigna

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Cigna Dental Care DHMO Plan At-A-Glance

Network	Cigna Dental Care HMO	
Calendar Year Deductible (CYD)	**In-Network Only**	
Per Member	Does Not Apply	
Per Family		
Waived for Class I Services?		
Class I Services: Diagnostic & Preventive Care	**Code**	**In-Network**
Office Visit	9430	$6 Copay
Routine Oral Exam *(1 Every 6 Months)*	0150/0160	$0 Copay
Routine Cleanings* *(1 Every 6 Months)*	1110/1120	$0 Copay
Bitewing X-rays *(2 Per Calendar Year)*	0272	$0 Copay
Complete X-rays *(1 Every 3 Years)*	0210	$0 Copay
Fluoride Treatments *(2 Per Calendar Year)*	1206	$0 Copay
Sealants - Per Tooth	1351	$11 Copay
Emergency Care to Relieve Pain *(During Regular Hours)*	9110	$6 Copay
Class II Services: Basic Restorative Care		
Fillings *(Amalgam)*	2140	$0 Copay
Fillings *(Resin Based Composite Anterior)*	2330	$0 Copay
Fillings *(Resin Based Composite Posterior)*	2393	$85 Copay
Simple Extractions	7140	$6 Copay
Endodontics / Root Canal Therapy *(Molar)*	3330	$275 Copay
Anesthetics	9215	$0 Copay
Repairs to Dentures	5510	$35 Copay
Class III Services: Major Restorative Care		
Bridges	6242	$210 Copay
Crowns *(Porcelain Fused to Noble Metal)*	6750	$210 Copay
Dentures	5110/5120	$185 Copay
Class IV Services: Orthodontia - *24 Month Treatment Fee***		
Benefit — Child *(Up to Age 19)*	8670	Up to $1,464 Copay
Benefit — Adult	8670	Up to $2,160 Copay
Orthodontic Treatment and Banding *(Adult/Child)*	8080/8090	$440 Copay

Locate a Provider

To search for a participating provider, contact Cigna's customer service or visit www.cigna.com. When completing the necessary search criteria, select Cigna Dental Care HMO network.

Plan References

**Additional cleanings available for a copay.*

***See summary plan document for additional benefit information (i.e. pretreatment visit, retention, etc.)*

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Dental Insurance

Cigna DPPO Advantage Plan

The City offers dental insurance through Cigna to benefit-eligible employees. The costs per pay period for coverage are listed in the premium table below and a brief summary of benefits is provided on the following page. For more detailed information about the dental plan, please refer to the carrier's summary plan document or contact Cigna's customer service.

Dental Insurance – Cigna DPPO Advantage Plan

26 Payroll Deductions - Per Pay Period Cost

Tier of Coverage	Employee Cost	Employer Cost
Employee Only	$8.79	$8.79
Employee + 1	$16.64	$16.64
Employee + Family	$27.75	$27.75

In-Network Benefits

The Cigna DPPO Advantage plan provides benefits for services received from in-network and out-of-network providers. It is also an open-access plan which allows for services to be received from any dental provider without having to select a Primary Dental Provider (PDP) or obtain a referral to a specialist. The network of participating dental providers the plan utilizes is the Cigna DPPO Advantage network. These participating dental providers have contractually agreed to accept Cigna's contracted fee or "allowed amount." This fee is the maximum amount a Cigna dental provider can charge a member for a service. The member is responsible for a Calendar Year Deductible (CYD) and then coinsurance based on the plan's charge limitations.

Please Note: *Cigna DPPO Advantage dental members have the option to utilize a dentist that participates in either Cigna Advantage network or DPPO network. However, members that use the Cigna Advantage network will see additional cost savings from the added discount that is allowed for using an Advantage network provider. Members who see a DPPO provider may be subject to balance billing. Members are responsible for verifying whether the treating dentist is an Advantage Dentist or a DPPO Dentist.*

Out-of-Network Benefits

Out-of-network benefits are used when members receive services by a non-participating Cigna DPPO Advantage plan provider. Cigna reimburses out-of-network services based on what it determines as the Maximum Allowable Charge (MAC). The MAC is defined as the most common charge for a particular dental procedure performed in a specific geographic area. If services are received from an out-of-network dentist, the member may be responsible for balance billing. Balance billing is the difference between Cigna's MAC and the amount charged by the out-of-network dental provider. Balance billing is in addition to any applicable plan deductible or coinsurance responsibility.

Calendar Year Deductible

The Cigna DPPO Advantage plan requires a $50 individual or $150 family deductible to be met for in-network or out-of-network services before most benefits will begin. The deductible is waived for preventive services.

Calendar Year Benefit Maximum

The maximum benefit (coinsurance) the Cigna DPPO Advantage plan will pay for each covered member is $1,500 for in-network and out-of-network services combined. All services, including preventive, accumulate towards the benefit maximum. Once the plan's benefits maximum is met, the member will be responsible for future charges until next calendar year.

Progressive Plan

Cigna allows employees to earn an additional $300 (maximum of $900) towards their calendar year benefit maximum for the following year. To qualify for the benefit, employees must receive at least one (1) Class I service during the calendar year.

- **Year 1:** $1,500 Benefit Maximum
- **Year 2:** $1,800 Benefit Maximum
- **Year 3:** $2,100 Benefit Maximum
- **Year 4:** $2,400 Benefit Maximum

Cigna

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Cigna DPPO Advantage Plan At-A-Glance

Network	Cigna DPPO Advantage	
Calendar Year Deductible (CYD)	**In-Network**	**Out-of-Network***
Per Member	$50	
Per Family	$150	
Waived for Class I Services?	Yes	
Calendar Year Benefit Maximum		
Per Member *(Includes Class I Services)*	$1,500	
Class I Services: Diagnostic & Preventive Care		
Routine Oral Exam *(2 Per Calendar Year)*	Plan Pays: 100% Deductible Waived	Plan Pays: 100% Deductible Waived *(Subject to Balance Billing)*
Routine Cleanings *(2 Per Calendar Year)*		
Bitewing X-rays *(2 Per Calendar Year)*		
Complete X-rays *(1 Every 3 Calendar Years)*		
Class II Services: Basic Restorative Care		
Fillings *(Amalgam or Composite)*	Plan Pays: 90% After Deductible	Plan Pays: 80% After Deductible *(Subject to Balance Billing)*
Extractions		
Endodontics		
Periodontal Services		
Anesthetics		
Class III Services: Major Restorative Care		
Crowns	Plan Pays: 60% After Deductible	Plan Pays: 50% After Deductible *(Subject to Balance Billing)*
Bridges		
Dentures		
Class IV Services: Orthodontia		
Lifetime Maximum	$1,000	
Benefit *(Dependent Children Up To Age 19)*	Plan Pays: 50% Deductible Waived	Plan Pays: 50% Deductible Waived *(Subject to Balance Billing)*

Locate a Provider

To search for a participating provider, contact Cigna's customer service or visit www.cigna.com. When completing the necessary search criteria, select Cigna DPPO Advantage network.

Plan References

Out-of-Network Balance Billing:
For information regarding out-of-network balance billing that may be charged by an out-of-network provider, please refer to the Out-of-Network Benefits section on the previous page.

Important Notes

- *A Pre-Determination of Benefits is recommended for all work that is considered expensive. The plan will provide a "Pre-Determination of Benefits" upon the request of the dental provider. This will assist with determining approximate out-of-pocket costs should employee have the dental work performed.*
- *Orthodontia services do not count toward the employee's deductible or calendar year maximum.*
- *Plan limitations and restrictions may apply to some services. Contact Cigna prior to having services rendered.*

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Vision Insurance

EyeMed Vision Care Plan

The City offers vision insurance through EyeMed to benefit-eligible employees. The costs per pay period for coverage are listed in the premium table below and a brief summary of benefits is provided on the following page. For more detailed information about the vision plan, please refer to the carrier's summary plan document or contact EyeMed's customer service.

Vision Insurance – EyeMed Vision Care Plan

26 Payroll Deductions - Per Pay Period Cost

Tier of Coverage	Employee Cost
Employee Only	$3.08
Employee + 1	$5.87
Employee + Family	$8.61

In-Network Benefits

The vision plan offers employees and covered dependent(s) coverage for routine eye care, including eye exams, eyeglasses (lenses and frames) or contact lenses. To schedule an appointment, covered employees and dependent(s) may select any network provider who participates in the Insight network. At the time of service, routine vision examinations and basic optical needs will be covered as shown on the plan's schedule of benefits. Cosmetic services and upgrades will be additional if chosen at the time of the appointment.

Out-of-Network Benefits

Employees and covered dependent(s) may choose to receive services from vision providers who do not participate in the Insight network. When going out of network, the provider will require payment at the time of appointment. EyeMed will then reimburse based on the plan's out-of-network reimbursement schedule upon receipt of proof of services rendered.

Calendar Year Deductible

There is no calendar year deductible.

Calendar Year Out-of-Pocket Maximum

There is no out-of-pocket maximum. However, there are benefit reimbursement maximums for certain services.

EyeMed | Customer Service: (866) 800-5457 | www.eyemed.com

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EyeMed Vision Care Plan At-A-Glance

Network	Insight	
Services	**In-Network**	**Out-of-Network**
Eye Exam	$10 Copay	Up to $30 Reimbursement
Contact Lens Exam	Standard - Up to $55 Allowance* Premium - 10% Off Retail**	Not Covered
Frequency of Services		
Examination	12 Months	
Lenses	12 Months	
Frames	12 Months	
Contact Lenses	12 Months	
Lenses		
Single	$10 Copay	Up to $25 Reimbursement
Bifocal		Up to $40 Reimbursement
Trifocal		Up to $60 Reimbursement
Frames		
Allowance	Up to $105 Allowance 20% Discount Above $105	Up to $53 Reimbursement
Contact Lenses* **		
Non-Elective *(Medically Necessary)*	No Charge	Up to $210 Reimbursement
Conventional	Up to $105 Allowance 15% Discount Above $105	Up to $84 Reimbursement
Disposable	Up to $105 Allowance	Up to $84 Reimbursement

Locate a Provider

To search for a participating provider, contact EyeMed's customer service or visit www.eyemed.com. When completing the necessary search criteria, select the Insight network.

Plan References

**Standard contact lens fitting is for single vision standard lenses with follow-up evaluation.*

***Premium contact lens fitting is more complex such as multifocal/ monovision, extended/overnight wear or post-surgical fittings with follow-up evaluation.*

****Contact lenses are in lieu of spectacle lenses and a frame.*

Important Notes

- *Lasik is offered at a discount – 15% for regular/customary priced services and 5% off sale prices. Contact EyeMed's customer service for more details.*
- *Member options, such as LASIK, UV coating, progressive lenses, etc. are not covered in full, but may be available at a discount.*

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Flexible Spending Accounts

The City offers Flexible Spending Accounts (FSA) administered through BenefitsWorkshop. The FSA plan year is from October 1 to September 30.

If employees or family member(s) have predictable health care or work-related day care expenses, then employees may benefit from participating in an FSA. An FSA allows employees to set aside money from employees' paychecks for reimbursement of health care and day care expenses they regularly pay. The amount set aside is not taxed and is automatically deducted from employees' paycheck and deposited into the FSA. During the year, employees have access to this account for reimbursement of some expenses not covered by insurance. Participation in an FSA allows for substantial tax savings and an increase in spending power. Participating employees must re-elect the dollar amount to be deducted each plan year. There are two (2) types of FSAs:

Health Care FSA

This account allows participants to set aside up to an annual maximum of $2,750. This money will not be taxable income to the participant and can be used to offset the cost of a wide variety of eligible medical expenses that generate out-of-pocket costs. Participating employees can also receive reimbursement for expenses related to dental and vision care (that are not classified as cosmetic).

Examples of common expenses that qualify for reimbursement are listed below.

Please Note: The entire Health Care FSA election is available for use on the first day coverage is effective.

Dependent Care FSA

This account allows participant to set aside up to an annual maximum of $5,000 if single or married and file a joint tax return ($2,500 if married and file a separate tax return) for work-related day care expenses. Qualified expenses include day care centers, preschool, and before/after school care for eligible children and dependent adults.

Please note, if family income is over $20,000, this reimbursement option will likely save participants more money than the dependent day care tax credit taken on a tax return. To qualify, dependents must be:

- A child under the age of 13, or
- A child, spouse or other dependent who is physically or mentally incapable of self-care and spends at least eight (8) hours a day in the participant's household.

Please Note: Unlike the Health Care FSA, reimbursement is only up to the amount that has been deducted from the participant's paycheck for the Dependent Care FSA.

A sample list of qualified expenses eligible for reimbursement include, but not limited to, the following:

- ✓ Prescription/Over-the-Counter Medications
- ✓ Menstrual Products
- ✓ Ambulance Service
- ✓ Chiropractic Care
- ✓ Dental and Orthodontic Fees
- ✓ Diagnostic Tests/Health Screenings
- ✓ Physician Fees and Office Visits
- ✓ Drug Addiction/Alcoholism Treatment
- ✓ Experimental Medical Treatment
- ✓ Corrective Eyeglasses and Contact Lenses
- ✓ Hearing Aids and Exams
- ✓ Injections and Vaccinations
- ✓ LASIK Surgery
- ✓ Mental Health Care
- ✓ Nursing Services
- ✓ Optometrist Fees
- ✓ Sunscreen SPF 15 or Greater
- ✓ Wheelchairs

Log on to http://www.irs.gov/publications/p502/index.html for additional details regarding qualified and non-qualified expenses.

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Flexible Spending Accounts *(Continued)*

FSA Guidelines

- Employees may carry over up to $550 of unused Health Care FSA funds into the next plan year after a plan year ends and all claims have filed. Employee must re-elect the Health Care FSA at Open Enrollment in order to be eligible for carry over. Dependent Care funds cannot be carried over.
- Employees have until December 31, 2022 to file claims for the Health Care FSA expenses incurred within the plan year.
- Employees can enroll in an FSA only during the Open Enrollment period, a Qualifying Event, or New Hire Eligibility period.
- Money cannot be transferred between FSAs.
- Reimbursed expenses cannot be deducted for income tax purposes.
- Employees and dependent(s) cannot be reimbursed for services not received.
- Employees and dependent(s) cannot receive insurance benefits or any other compensation for expenses reimbursed through an FSA.
- Domestic Partners are not eligible as Federal law does not recognize them as a qualified dependent.

Filing a Claim

Claim Form

A completed claim form along with a copy of the receipt as proof of the expense can be submitted by mail or fax. The IRS requires FSA participants to maintain complete documentation, including copies of receipts for reimbursed expenses, for a minimum of one (1) year.

Debit Card

FSA participants will automatically receive a debit card for payment of eligible expenses. With the card, most qualified services and products can be paid at the point of sale versus paying out-of-pocket and requesting reimbursement. The debit card is accepted at a number of medical providers and facilities, and most pharmacy retail outlets. BenefitsWorkshop may request supporting documentation for expenses paid with a debit card. Failure to provide supporting documentation when requested, may result in suspension of the card and account until funds are substantiated or refunded back to the City. Please keep the issued card for use next year. Additional or replacement cards may be requested, however, a small fee may apply.

Please Note: *Debit cards are good for three (3) years. Shortly before the debit card expires, a new one will be automatically sent.*

HERE'S HOW IT WORKS!

An employee earning $30,000 elects to place $1,000 into a Health Care FSA. The payroll deduction is $38.46 based on a 26 pay period schedule. As a result, health care expenses are paid with tax-free dollars, giving the employee a tax savings of $197.

	With a Health Care FSA	Without a Health Care FSA
Salary	$30,000	$30,000
FSA Contribution	- $1,000	- $0
Taxable Pay	$29,000	$30,000
Estimated Tax 19.65% = 12% + 7.65% FICA	- $5,698	- $5,895
After Tax Expenses	- $0	- $1,000
Spendable Income	$23,302	$23,105
Tax Savings	**$197**	

Please Note: *Be conservative when estimating health care and/or dependent care expenses. IRS regulations state that any unused funds remaining in an FSA, after a plan year ends and after all claims have been filed, cannot be returned or carried forward to the next plan year with the exception of the $550 carry over that may be allowed for the Health Care FSA.* ***This rule is known as "use-it or lose-it."***

BenefitsWorkshop
Customer Service: (888) 537-3539 | www.benefitsworkshop.com/parkland

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Employee Assistance Program

The City cares about the well-being of all employees on and off the job and provides, at no cost, a comprehensive Employee Assistance Program (EAP) through New Directions. EAP offers employees and each family member access to licensed mental health professionals through a confidential program protected by State and Federal laws. EAP is available to help employees gain a better understanding of problems that affect them, locate the best professional help for a particular problem, and decide upon a plan of action. EAP counselors are professionally trained and certified in their fields and available 24 hours a day, seven (7) days a week.

What is an Employee Assistance Program?

An Employee Assistance Program offers covered employees and family members free and convenient access to a range of confidential and professional services to help address a variety of problems that may negatively affect employee or family member's well-being. Coverage includes six (6) face-to-face visits with a specialist, per person, per issue, per year, telephonic consultation, online material/tools and webinars. EAP offers counseling services on issues such as:

- ✓ Child Care Resources
- ✓ Legal Resources
- ✓ Grief and Bereavement
- ✓ Stress Management
- ✓ Depression and Anxiety
- ✓ Work Related Issues
- ✓ Adult & Elder Care Assistance
- ✓ Financial Resources
- ✓ Family and/or Marriage Issues
- ✓ Substance Abuse

Additional tools such as, e-learning articles, programs, and assessment tools are available on the website. There is also a mobile app for employees' convenience.

Are Services Confidential?

Yes. Receipt of EAP services is completely confidential. If, however, participation in the EAP is the direct result of a management referral (a referral initiated by a supervisor or manager), we will ask permission to communicate certain aspects of the employee's care (attendance at sessions, adherence to treatment plans, etc.) to the referring supervisor/manager. The referring supervisor will not receive specific information regarding the referred employee's case. The supervisor will only receive reports on whether the referred employee is complying with the prescribed treatment plan.

New Directions | Customer Service: (800) 624-5544 | eap.ndbh.com
Company Code: cityofparkland

Basic Life and AD&D Insurance

Basic Term Life Insurance

The City provides Basic Term Life insurance for all eligible employees at no cost, through New York Life Group Benefit Solutions. Eligible employees will receive a benefit amount of one times (1x) annual earnings, up to $50,000 rounded to the nearest $1,000 if not already a multiple of $1,000. Eligible employees are automatically enrolled but must complete life insurance beneficiary designation information in Bentek.

Accidental Death & Dismemberment Insurance

Also, at no cost to employees, the City provides Accidental Death & Dismemberment (AD&D) insurance, which pays in addition to the Basic Term Life benefit when death occurs as a result of an accident. The AD&D benefit amount equals the Basic Term Life benefit (and the same age reduction schedule applies). Partial benefits may also be payable. Please contact Human Resources for additional information.

Age Reduction Schedule

Benefit amounts are subject to the following age reduction schedule:

- › Reduces to 65% of the benefit amount at age 65
- › Reduces to 40% of the benefit amount at age 70
- › Reduces to 15% of the benefit amount at age 75

Always remember to keep beneficiary information updated. Beneficiary information may be updated at anytime through Bentek.

New York Life Group Benefit Solutions
Customer Service (800) 362-4462 | www.mynylgbs.com

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Voluntary Life Insurance

Voluntary Employee Life Insurance

Eligible employees may elect to purchase additional Life insurance on a voluntary basis through New York Life Group Benefit Solutions. This coverage may be purchased in addition to the Basic Term Life coverage. Voluntary Life insurance offers coverage for the employee, spouse, and or child(ren) at different benefit levels.

New hires* may purchase Voluntary Employee Life insurance without being subject to Medical Underwriting, also known as Evidence of Insurability (EOI), **up to the Guaranteed Issue amount of $100,000 if employee is under age 65.**

- Units can be purchased in increments of $10,000 to the maximum of $300,000.
- Benefit amounts are subject to the following age reduction schedule:
  - Reduces to 65% of the benefit amount at age 65
  - Reduces to 40% of the benefit amount at age 70
  - Reduces to 15% of the benefit amount at age 75

**Outside of the New Hire Orientation period, Evidence of Insurability (EOI) may be required to enroll or increase coverage.*

Voluntary Spouse Life Insurance

New hires* may purchase Voluntary Spouse Life insurance without being subject to Medical Underwriting, also known as Evidence of Insurability (EOI), **up to the Guaranteed Issue amount of $10,000 if the spouse is under age 70.**

- Employee must participate in Voluntary Employee Life plan for spouse to participate.
- Units can be purchased in increments of $5,000 to a maximum of $150,000.
- Spouse coverage ends at age 70.

**Outside of the New Hire Orientation period, Evidence of Insurability (EOI) may be required to enroll or increase coverage.*

Voluntary Life Rate Table

Monthly Rates

Age Bracket *(Based On Employee's Age)*	Employee/Spouse *(Rate Per $1,000 of Benefit)*
< 30	$0.10
30-34	$0.11
35-39	$0.15
40-44	$0.26
45-49	$0.42
50-54	$0.62
55-59	$0.93
60-64	$1.52
65-69	$2.75
70-74	$3.89
75-85+	$8.40

Premium Calculation:
Elected Coverage ÷ $1,000 x Rate (see table) = Monthly Premium

Voluntary Dependent Child(ren) Life Insurance

- Employee must participate in Voluntary Employee Life plan for dependent child(ren) to participate.
- For children 15 days to six (6) months there is a $500 benefit amount.
- For children six (6) months to 19 years (up to 23 years of age, if unmarried and a full-time student) there is a $10,000 benefit amount.
- Voluntary Dependent Child(ren) Life can be purchased for $1.00 per month and covers all eligible child(ren).

Always remember to keep beneficiary information updated. Beneficiary information may be updated at anytime through Bentek.

New York Life Group Benefit Solutions
Customer Service (800) 362-4462 | www.mynylgbs.com

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Long Term Disability

The City provides Long Term Disability (LTD) insurance at no cost to all eligible employees through New York Life Group Benefit Solutions. The LTD benefit pays a percentage of monthly earnings if employees become disabled due to an illness or injury.

Long Term Disability (LTD) Benefits

- LTD provides a benefit amount of 66.67% of an employee's monthly earnings up to a benefit maximum of $5,000 per month.
- Employees must be disabled for 90 consecutive days prior to becoming eligible for benefits (known as the elimination period).
- Benefits will begin on the 91st day of disability.
- Employees may continue to be eligible for partial benefits if the employee returns to work on a part-time basis.
- Benefits will be payable for the first 24 months if the employee is unable to return to his/her own occupation.
- After 24 months, if the employee can return to any occupation in which the employee is suitably trained, educated, and capable of performing, the employee must return to that occupation.
- Benefits may be reduced by other income.

New York Life Group Benefit Solutions
Customer Service (800) 362-4462 | www.mynylgbs.com

Supplemental Insurance

Allstate

Allstate offers a variety of voluntary supplemental insurance plans that may be purchased separately on a voluntary basis and paid by payroll deduction. All plans are deducted pre-tax, with the exception of Short Term Disability, which is deducted post-tax.

Available plans include:

- ✓ Short Term Disability
- ✓ Critical Illness
- ✓ Accident
- ✓ Cancer
- ✓ Hospital Indemnity

To learn more about Allstate plans listed below and/or to schedule a personal appointment, contact the City's Allstate Representative.

Allstate | Customer Service: (800) 521-3535 | www.allstatebenefits.com

Agent: Elliott Fink | Office: (561) 756-5555
Email: insurancerewards@me.com

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Supplemental Insurance *(Continued)*

Pet Assure

The City provides employees the opportunity to purchase pet insurance on a voluntary basis through Pet Assure, a Pet Benefit Solutions company. Participating Pet Assure providers offer a 25% discount on all medical care received in the office. Visit www.petassure.com for a complete list of local providers. Employee may enroll any breed, at any age, in any health, with no exclusions.

PetPlus

The PetPlus program provides a savings plan for dogs and cats that includes savings for prescriptions, preventives, flea and tick products and more. Members also have access to a 24/7 pet helpline.

Pet Insurance – Pet Assure & PetPlus

26 Payroll Deductions - Per Pay Period Cost

	Pet Assure	PetPlus	Pet Assure with PetPlus
Common Illnesses	✓		✓
Surgeries & Hospitalization	✓		✓
X-rays	✓		✓
Wellness Visits	✓		✓
Dental Care	✓		✓
Spay/Neuter	✓		✓
Prescription Medications		✓	✓
Flea & Tick Products		✓	✓
Vitamins & Supplements		✓	✓
Heartworm Preventative		✓	✓
Specialty Rx Food		✓	✓
One Pet	$3.69	$2.08 *(Dog or Cat Only)*	$5.77 *(Dog or Cat Only)*
All Pets	$5.08	$3.92 *(Dog or Cat Only)*	$9.00 *(Dog or Cat Only)*

Pet Assure and PetPlus ***(Through Pet Benefit Solutions)***

Customer Service: (800) 891-2565 | www.petbenefits.com/land/cityofparkland

Preferred Legal Plan

City employees have the opportunity to enroll in a voluntary pre-paid legal program through Preferred Legal Plan. By enrolling in this plan, a participant will have 24-hour direct access to attorneys who will provide a variety of legal assistance and services such as those listed below. Additional services may also be provided at discounted rates.

- ✓ Free unlimited legal advice via phone consultation
- ✓ Free face-to-face consultations with attorneys
- ✓ Free review of legal documents (real estate contracts, lease agreements, simple wills, etc.)
- ✓ Free letters and phone calls on employee's behalf
- ✓ Free Identity Theft information and restoration
- ✓ Free access to legal forms
- ✓ Notary services
- ✓ Free credit report analysis, repair and settling accounts in collection
- ✓ Free wills for employee and family

The cost to the employees to participate in this legal plan is $9.95 per month. This cost is the same for all employees regardless of the number of eligible dependents enrolled in the plan. All premiums will be payroll deducted on a post-tax basis for employee's convenience.

Preferred Legal Plan

Customer Service: (888) 577-3476 | www.preferredlegal.com

Agent: Brian Samuels | Email: bjs@preferredlegal.com

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GEHRING® GROUP

EMPLOYEE BENEFITS | RISK MANAGEMENT

3500 Kyoto Gardens Drive
Palm Beach Gardens, Florida 33410
Toll Free: (800) 244-3696 | Fax: (561) 626-6970
www.gehringgroup.com

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City of Dania Beach

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

2020-2021
EMPLOYEE BENEFIT HIGHLIGHTS

Meeting Date: 04/09/2024 Item #10.

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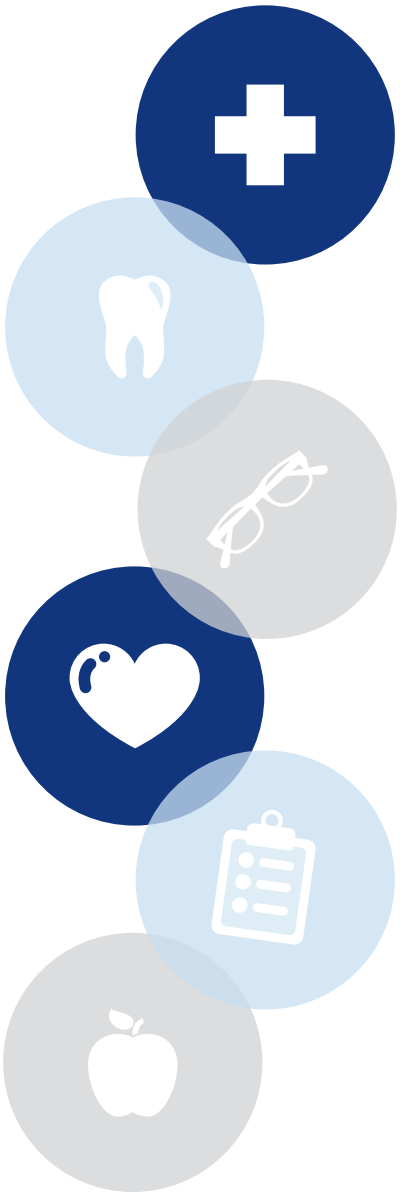

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This booklet is merely a summary of benefits. For a full description, refer to the plan document. Where conflict exists between this summary and the plan document, the plan document controls. The City of Dania Beach reserves the right to amend, modify or terminate the plan at any time. This booklet should not be construed as a guarantee of employment.

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Contact Information

	Human Resources	Linda Gonzalez HR / Risk Management Director	Phone: (954) 924-6819 Email: lgonzalez@daniabeachfl.gov
		Bendra Caseneuve, Human Resources Generalist	Phone: (954) 924-6819 Email: bcaseneuve@daniabeachfl.gov
		Shannel March Human Resources Generalist	Phone: (954) 924-6819 Email: smarch@daniabeachfl.gov
	Online Benefit Enrollment	Bentek Support	(888) 5-Bentek (523-6835) www.mybentek.com/daniabeachfl
	Medical Insurance	UnitedHealthcare	Customer Service: (800) 357-0978 www.myuhc.com
	Prescription Drug Coverage & Mail-Order Program	Optum Rx Pharmacy	Customer Service: (800) 788-4863 www.myuhc.com
HSA	**Health Savings Account**	AmeriFlex	Customer Service: (888) 868-3539 www.myameriflex.com
	Dental Insurance	Cigna	Customer Service: (800) 244-6224 www.cigna.com
	Vision Insurance	NVA	Customer Service: (800) 672-7723 www.e-nva.com
FSA	**Flexible Spending Accounts**	AmeriFlex	Customer Service: (888) 868-3539 www.myameriflex.com
	Basic Life and AD&D Insurance	Cigna	Customer Service: (800) 238-2125 www.cigna.com
	Voluntary Life Insurance	Cigna	Customer Service: (800) 238-2125 www.cigna.com
	Short Term Disability Insurance	The Maxon Companies	Customer Service: (800) 999-3309 www.maxonco.com
	Employee Assistance Program	Managed Care Concepts	Customer Service: (800) 899-3926 www.theemployeeassistanceprogram.com
	Supplemental Insurance	Aflac	Agent: Margaret Pearson Phone: (561) 881-1964 Email: margaret_pearson@us.aflac.com www.aflac.com
		Preferred Legal IdentityWorks℠	Customer Service: (888) 577-3476 www.preferredlegal.com Agent: Brian Samuels Email: info@preferredlegal.com
		Trustmark	Customer Service: (800) 918-8877 www.trustmarksolutions.com

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DANIA BEACH
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Introduction

The City of Dania Beach provides group insurance benefits to eligible employees. The Employee Benefit Highlights Booklet provides a general summary of the benefit options as a convenient reference. Please refer to the City's Personnel Policies and/or Certificates of Coverage for detailed descriptions of all available employee benefit programs and stipulations therein. If employee requires further explanation or needs assistance regarding claims processing, please refer to the customer service phone numbers under each benefit description heading or contact Human Resources.

Online Benefit Enrollment

The City of Dania Beach provides employees with an online benefits enrollment platform through Bentek's Employee Benefits Center (EBC). The EBC provides benefit-eligible employees the ability to select or change insurance benefits online during the annual Open Enrollment period, New Hire Orientation, or Qualifying Life Events.

Accessible 24 hours a day, throughout the year, employee may log in and review comprehensive information regarding benefit plans, and view and print an outline of benefit elections for employee and dependent(s). Employee also has access to important forms and carrier links, can report qualifying life events and review and make changes to Life insurance beneficiary designations.

To Access the Employee Benefits Center:

- ✓ Log on to **www.mybentek.com/daniabeachfl**
- ✓ Sign in using a previously created username and password or click "Create an Account" to set up a username and password.
- ✓ If employee has forgotten username and/or password, click on the link "Forgot Username/Password" and follow the instructions.
- ✓ Once logged on, navigate using the Launchpad to review current enrollment, learn about benefit options, and make any benefit changes or update beneficiary designations.

For technical issues directly related to using the EBC, please contact (888) 5-Bentek (523-6835) or email Bentek Support at support@mybentek.com Monday through Friday, during regular business hours 8:30am - 5:00pm.

To access Employee Benefits Center online, log on to:
www.mybentek.com/daniabeachfl

Please Note: *Link must be addressed exactly as written. Due to security reasons, the website cannot be accessed by Google or other search engines.*

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Group Insurance Eligibility

The City's group insurance plan year is October 1 through September 30.

Employee Eligibility

Employees are eligible to participate in the City's insurance plans if they are full-time employees working a minimum of 30 or more hours per week over the City's measurement period. An employee who works 30 or more hours per week may not necessarily be considered full-time and should contact Human Resources for clarification on employment status and benefit eligibility. Coverage will be effective the first day of the month following 30 days of employment. For example, if employee is hired on April 11, then the effective date of coverage will be June 1.

Separation of Employment

If employee separates employment from the City, insurance will continue through the end of the month in which the separation occurred. COBRA continuation of coverage may be available as applicable by law.

Dependent Eligibility

A dependent is defined as the legal spouse and/or dependent child(ren) of the participant or spouse. The term "child" includes any of the following:

- A natural child
- A stepchild
- A legally adopted child
- A newborn child (up to the age of 18 months) of a covered dependent (Florida)
- A child for whom legal guardianship has been awarded to the participant or the participant's spouse

Dependent Age Requirements

Medical Coverage: A dependent child may be covered through the end of calendar year in which the child turns age 26. An over-age dependent may continue to be covered on the medical plan to the end of the calendar year in which the child reaches age 30, if the dependent meets the following requirements:

- Unmarried with no dependents; and
- A Florida resident, or full-time or part-time student; and
- Otherwise uninsured; and
- Not entitled to Medicare benefits under Title XVIII of the Social Security Act, unless the child is disabled.

Dental and Vision Coverage: A dependent child may be covered through the end of the calendar year in which the child turns age 26.

Please see Taxable Dependents if covering eligible over-age dependents.

Disabled Dependents

Coverage for an unmarried dependent child may be continued beyond age 26 if:

- The dependent is physically or mentally disabled and incapable of self-sustaining employment (prior to age 26); and
- Primarily dependent upon the employee for support; and
- The dependent is otherwise eligible for coverage under the group medical plan; and
- The dependent has been continuously insured

Proof of disability will be required upon request. Please contact Human Resources if further clarification is required.

Taxable Dependents

Employee covering adult child(ren) under employee's medical insurance plan may continue to have the related coverage premiums payroll deducted on a pre-tax basis through the end of the calendar year in which dependent child reaches age 26. Beginning January 1 of the calendar year in which dependent child reaches age 27 through the end of the calendar year in which the dependent child reaches age 30, imputed income must be reported on the employee's W-2 for that entire tax year and will be subject to all applicable Federal, Social Security and Medicare taxes. Imputed income is the dollar value of insurance coverage attributable to covering each adult dependent child. Contact Human Resources for further details if covering an adult dependent child who will turn age 27 any time during the upcoming calendar year or for more information.

Please Note: *There is no imputed income if adult dependent child is eligible to be claimed as a dependent for Federal income tax purposes on the employee's tax return.*

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Qualifying Events and Section 125

Section 125 of the internal Revenue Code

Premiums for medical, dental, vision insurance, contributions to Flexible Spending Accounts (FSA), and/or certain supplemental policies are deducted through a Cafeteria Plan established under Section 125 of the Internal Revenue Code and are pre-taxed to the extent permitted. Under Section 125, changes to an employee's pre-tax benefits can be made ONLY during the Open Enrollment period unless the employee or qualified dependent(s) experience(s) a Qualifying Event and the request to make a change is made within 30 days of the Qualifying Event .

Under certain circumstances, employee may be allowed to make changes to benefit elections during the plan year, if the event affects the employee, spouse or dependent's coverage eligibility. An "eligible" Qualifying Event is determined by Section 125 of Internal Revenue Code. Any requested changes must be consistent with and due to the Qualifying Event.

Examples of Qualifying Events:

- Employee gets married or divorced
- Birth of a child
- Employee gains legal custody or adopts a child
- Employee's spouse and/or other dependent(s) die(s)
- Loss or gain of coverage due to employee, employee's spouse and/or dependent(s) termination or start of employment
- An increase or decrease in employee's work hours causes eligibility or ineligibility
- A covered dependent no longer meets eligibility criteria for coverage
- A child gains or loses coverage with other parent or legal guardian
- Change of coverage under an employer's plan
- Gain or loss of Medicare coverage
- Losing or becoming eligible for coverage under a State Medicaid or CHIP (including Florida Kid Care) program (60 day notification period)

IMPORTANT NOTES

If employee experiences a Qualifying Event, **Human Resources must be contacted within 30 days of the Qualifying Event** to make the appropriate changes to employee's coverage. Beyond 30 days, requests will be denied and employee may be responsible, both legally and financially, for any claim and/or expense incurred as a result of employee or dependent who continues to be enrolled but no longer meets eligibility requirements. If approved, changes may be effective the date of the Qualifying Event or the first of the month following the Qualifying Event. Newborns are effective on the date of birth. Cancellations will be processed at the end of the month. In the event of death, coverage terminates the day following the death. Employee may be required to furnish valid documentation supporting a change in status or "Qualifying Event."

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Medical Insurance

The City offers medical insurance through UnitedHealthcare to benefit-eligible employees. The costs per pay period for coverage are listed in the premium table below and a brief summary of benefits is provided on the following page. For more detailed information about the medical plans, please refer to carrier's Summary of Benefits and Coverage (SBC) document or contact UnitedHealthcare's customer service.

Medical Insurance – UHC Choice Plus Traditional Plan 2

26 Payroll Deductions - Per Pay Period Cost

Tier of Coverage	Employee Cost
Employee Only	$64.42
Employee + 1	$127.02
Employee + Family	$194.92

Medical Insurance – UHC Choice Plus HDHP Plan 5

26 Payroll Deductions - Per Pay Period Cost

Tier of Coverage	Employee Cost
Employee Only	$55.66
Employee + 1	$109.75
Employee + Family	$168.42

Summary of Benefits and Coverage

A **Summary of Benefits & Coverage (SBC)** for the Medical Plan is provided as a supplement to this booklet being distributed to new hires and existing employees during the Open Enrollment period. The summary is an important item in understanding employee's benefit options. A free paper copy of the SBC document may be requested or is also available as follows:

From:	Human Resources
Address:	100 West Dania Beach Blvd. Dania Beach, FL 33004
Phone:	(954) 924-6800 Ext. 3608
Email:	lgonzalez@daniabeachfl.gov
Website URL:	www.mybentek.com/daniabeachfl

The SBC is only a summary of the plan's coverage. A copy of the plan document, policy, or certificate of coverage should be consulted to determine the governing contractual provisions of the coverage. A copy of the group certificate of coverage can be reviewed and obtained by contacting Human Resources or by logging into the employee intranet site.

If there are any questions about the plan offerings or coverage options, please contact Human Resources at (954) 924-6806.

Other Available Plan Resources

UnitedHealthcare offers all enrolled employees and dependents additional services and discounts through value added programs. For more details regarding other available plan resources, please contact UnitedHealthcare's customer service, or visit www.myuhc.com.

UnitedHealthcare | Customer Service: (800) 357-0978 | www.myuhc.com

Medical Plan Opt-Out Benefit

In an effort to ensure equitable contribution to the health care of every employee, the City offers an "opt-out" option to eligible employees who have waived participation in the City's medical plans and who can show evidence of medical insurance under another medical plan. If employee chooses to receive the "opt-out" benefit, they will receive $153.85 per pay period. This amount is considered taxable income and is included as part of the gross wages on the W-2 form.

Please Note: *If Employee chooses to opt-out of the group medical plan, employee remains eligible for all other group benefits.*

Virtual Visits

UnitedHealthcare provides access to Virtual Visits as part of the medical plan. A Virtual Visit is a convenient video consultation that provides immediate medical assistance for many conditions.

The benefit is provided to all enrolled members. Registration is required and should be completed ahead of time. This program allows members 24 hours a day, seven (7) days a week on-demand access to affordable medical care via phone and online video consultations when needing immediate care for non-emergency medical issues. Virtual Visits should be considered when employee's primary care doctor is unavailable, after-hours or on holidays for non-emergency needs. Many urgent care ailments can be treated with Virtual Visits, such as:

- ✓ Sore Throat
- ✓ Headache
- ✓ Stomachache
- ✓ Fever
- ✓ Cold And Flu
- ✓ Allergies
- ✓ Rash
- ✓ Acne
- ✓ UTIs And More

Virtual Visit doctors do not replace employee's primary care physician but may be a convenient alternative for urgent care and ER visits. For further information, please contact UnitedHealthcare.

UnitedHealthcare | (800) 357-0978 | www.uhc.com/virtualvisits

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UHC Choice Plus Traditional Plan 2 At-A-Glance

Network	Choice Plus	
Calendar Year Deductible (CYD)	**In-Network**	**Out-of-Network***
Single	$250	$500
Family	$500	$1,000
Coinsurance		
Member Responsibility	10%	30%
Calendar Year Out-of-Pocket Limit		
Single	$2,500	$5,000
Family	$5,000	$10,000
What Applies to the Out-of-Pocket Limit?	Deductible, Coinsurance, and Copays (Includes Rx)	
Physician Services		
Primary Care Physician *(PCP)* Office Visit	$15 Copay	30% After CYD
Specialist Office Visit	$30 Copay	30% After CYD
Virtual Visits	$5 Copay	Not Covered
Non-Hospital Services; Freestanding Facility		
Clinical Lab *(Bloodwork)***	No Charge	30% After CYD
X-rays	No Charge	30% After CYD
Advanced Imaging *(MRI, PET, CT)*	$100 Copay	30% After CYD
Outpatient Surgery in Surgical Center	$100 Copay	30% After CYD
Physician Services at Surgical Center	10% After CYD	30% After CYD
Urgent Care *(Per Visit)*	$50 Copay	30% After CYD
Hospital Services		
Inpatient Hospital *(Per Admission)*	10% After CYD	30% After CYD
Outpatient Hospital *(Per Visit)*	$100 Copay	30% After CYD
Physician Services at Hospital	10% After CYD	30% After CYD
Emergency Room *(Per Visit; Waived if Admitted)*	$125 Copay	$125 Copay
Mental Health/Alcohol & Substance Abuse		
Inpatient Hospital Services *(Per Admission)*	10% After CYD	30% After CYD
Outpatient Services *(Per Visit)*	$15 Copay	30% After CYD
Outpatient Office Visit	$15 Copay	30% After CYD
Prescription Drugs *(Rx)*		
Tier 1	$10 Copay	
Tier 2	$35 Copay	
Tier 3	$60 Copay	
Mail Order Drug *(90 Day Supply)*	2.5x Retail Copay	Not Covered

Locate a Provider

To search for a participating provider, contact UnitedHealthcare's customer service or visit www.myuhc.com. When completing the necessary search criteria, select Choice Plus network.

Plan References

***Out-of-Network Balance Billing:** For information regarding out-of-network balance billing that may be charged by out-of-network providers, please refer to the Summary of Benefits and Coverage (SBC) document.*

***LabCorp is the preferred lab for bloodwork through UnitedHealthcare. When using a lab other than LabCorp, please confirm they are contracted with UnitedHealthcare's Choice Plus network prior to receiving services.*

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UHC Choice Plus HDHP Plan 5 At-A-Glance

Locate a Provider

To search for a participating provider, contact UnitedHealthcare's customer service or visit www.myuhc.com. When completing the necessary search criteria, select Choice Plus network.

Plan References

***Out-of-Network Balance Billing:** For information regarding out-of-network balance billing that may be charged by out-of-network providers, please refer to the Summary of Benefits and Coverage (SBC) document.

***LabCorp is the preferred lab for bloodwork through UnitedHealthcare. When using a lab other than LabCorp, please confirm they are contracted with UnitedHealthcare's Choice Plus network prior to receiving services.

Network	Choice Plus	
Calendar Year Deductible (CYD)	**In-Network**	**Out-of-Network***
Single	$1,400	$2,500
Family	$2,800	$5,000
Coinsurance		
Member Responsibility	10%	30%
Calendar Year Out-of-Pocket Limit		
Single	$3,750	$7,500
Family	$7,500	$15,000
What Applies to the Out-of-Pocket Limit?	Deductible, Coinsurance, and Copays (Includes Rx)	
Physician Services		
Primary Care Physician *(PCP)* Office Visit	10% After CYD	30% After CYD
Specialist Office Visit	10% After CYD	30% After CYD
Virtual Visits	10% After CYD	Not Covered
Non-Hospital Services; Freestanding Facility		
Clinical Lab *(Bloodwork)***	10% After CYD	30% After CYD
X-rays	10% After CYD	30% After CYD
Advanced Imaging *(MRI, PET, CT)*	10% After CYD	30% After CYD
Outpatient Surgery in Surgical Center	10% After CYD	30% After CYD
Physician Services at Surgical Center	10% After CYD	30% After CYD
Urgent Care *(Per Visit)*	10% After CYD	30% After CYD
Hospital Services		
Inpatient Hospital *(Per Admission)*	10% After CYD	30% After CYD
Outpatient Hospital *(Per Visit)*	10% After CYD	30% After CYD
Physician Services at Hospital	10% After CYD	30% After CYD
Emergency Room *(Waived if Admitted)*	10% After CYD	10% After In-Network CYD
Mental Health/Alcohol & Substance Abuse		
Inpatient Hospital Services *(Prior Authorization Required)*	10% After CYD	30% After CYD
Outpatient Services *(Prior Authorization Required)*	10% After CYD	30% After CYD
Outpatient Office Visit	10% After CYD	30% After CYD
Prescription Drugs *(Rx)*		
Tier 1	$10 Copay After CYD	
Tier 2	$35 Copay After CYD	
Tier 3	$60 Copay After CYD	
Mail Order Drug *(90 Day Supply)*	2.5x Retail Copay After CYD	Not Covered

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Health Savings Account

The UHC Choice Plus High Deductible Health Plan (HDHP) 5 complies with the Internal Revenue Service (IRS) requirements and qualifies enrollee to open a Health Savings Account (HSA). An HSA is an interest-bearing account where funds may be used to help pay employee and dependent(s) deductible, coinsurance and any qualified health care expenses not covered by the plan.

2020-2021 Plan Year Funding:

- **Employee Only: $700**
- **Employee + Family: $1,400**

Employee may opt to fund an HSA via pre-tax evenly dispersed payroll deductions or in a lump sum payroll deduction. Employee contributions to an HSA may also be made on an after-tax basis and taken as an above-the-line deduction on employee's tax return (making such contributions tax-free).

- **2020 IRS Contribution Limitations:**
  $3,550 (individual coverage) $7,100 (family coverage)
- **2021 IRS Contribution Limitations:**
  $3,600 (individual coverage) $7,200 (family coverage)

Guidelines regarding the HSAs are established by the IRS.

What to know about an HSA

- Employee owns the HSA funds from day one and decides how and when to spend the money.
- No use-it or lose-it rules; funds are in the account when needed, now or in the future. Participant cannot fund a traditional Health Care FSA, however, participant may fund a Limited Purpose FSA for dental and vision expenses only.
- HSA funds may earn interest.
- The HSA will be funded with employer contributions. If employee desires to fund the remaining IRS HSA Combined Contribution Limit balance, they may do so with pre-tax payroll deductions.
- HSA dollars may be used tax-free for all eligible health care expenses.
- HSA funds are portable from one employer to another. Accumulated funds can help employee plan for retirement.
- An account holder may write a check or withdraw funds with a Health Savings Account Debit Card.
- Some account service fees, determined by the bank, may apply.
- Account holder can access HSA statement at any time to track account balance and activity online at www.myameriflex.com.
- To be eligible to open an HSA, employee must be covered by a high deductible health plan. Employee may not be covered under another medical plan that is not a high deductible health plan including a plan the employee's spouse may have selected where he/she has family coverage. Please Note: Eligibility status to qualify for an HSA is specifically driven by employee and NOT dependents.
- HSA funds can be used for dependent(s) even if dependent is not enrolled in the employee's group insurance benefits as long as the dependent is a qualified tax dependent.
- Over-age dependent is not able to use HSA funds for qualified expenses, even if dependent is covered under the medical plan as Federal law does not recognize them as a qualified dependent.
- If employee is enrolled in Medicare, TRICARE or TRICARE for Life, employee is not eligible to contribute funds into an HSA. In addition, the IRS prohibits the City from contributing HSA funds into the account. If employee is not enrolled in Medicare, TRICARE or TRICARE for Life, then employee is eligible to enroll and contribute into the HSA up to the maximum contribution amounts.
- Active employee NOT on Medicare but with a spouse enrolled in Medicare: Any active employee who is covering a spouse that is enrolled in Medicare is eligible to enroll and contribute into the HSA up to the maximum contribution amounts. These funds can be utilized for the active employee and spouse expenses.
- Active employee ON Medicare and with a spouse NOT enrolled in Medicare: Any active employee who is enrolled in Medicare and covering a spouse may not contribute or receive HSA funding. Any remaining balance in the HSA can be utilized until there are no funds remaining.

**Please contact Human Resources for further information regarding funding variations towards employer HSA contributions.*

AmeriFlex | Customer Service: (888) 868-3539 | www.myameriflex.com

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Dental Insurance

Cigna Total DPPO Plan

The City offers dental insurance through Cigna to benefit-eligible employees. The costs per pay period for coverage are listed in the premium table below and a brief summary of benefits is provided on the following page. For more detailed information about the dental plan, please refer to the carrier's summary plan document or contact Cigna's customer service.

Dental Insurance – Cigna Total DPPO Plan

26 Payroll Deductions - Per Pay Period Cost

Tier of Coverage	Employee Cost
Employee Only	$1.94
Employee + Family	$6.10

In-Network Benefits

The Total DPPO plan provides benefits for services received from in-network and out-of-network providers. It is also an open-access plan which allows for services to be received from any dental provider without having to select a Primary Dental Provider (PDP) or obtain a referral to a specialist. The network of participating dental providers the plan utilizes is the Total Cigna DPPO network. These participating dental providers have contractually agreed to accept Cigna's contracted fee or "allowed amount." This fee is the maximum amount a Cigna's dental provider can charge a member for a service. The member is responsible for a Calendar Year Deductible (CYD) and then coinsurance based on the plan's charge limitations.

Please Note: *Total DPPO dental members have the option to utilize a dentist that participates in either Cigna's Advantage network or DPPO network. However, members that use the Cigna Advantage network will see additional cost savings from the added discount that is allowed for using an Advantage network provider. Members are responsible for verifying whether the treating dentist is an Advantage Dentist or a DPPO Dentist.*

Out-of-Network Benefits

Out-of-network benefits are used when member receives services by a non-participating Cigna Total DPPO provider. Cigna reimburses out-of-network services based on what it determines as the Maximum Reimbursable Charge (MRC). The MRC is defined as the most common charge for a particular dental procedure performed in a specific geographic area. If services are received from an out-of-network dentist, the member may be responsible for balance billing. Balance billing is the difference between the Cigna's MRC and the amount charged by the out-of-network dental provider. Balance billing is in addition to any applicable plan deductible or coinsurance responsibility.

Calendar Year Deductible

The Total DPPO plan requires a $50 individual or a $150 family deductible to be met for in-network or out-of-network services before most benefits will begin. The deductible is waived for preventive services and orthodontia.

Calendar Year Benefit Maximum

The maximum benefit (coinsurance) the Total DPPO plan will pay for each covered member is $2,000 for in-network and out-of-network services combined per calendar year. All services, including preventive services, accumulate towards the benefit maximum. Once the plan's benefit maximum is met, the member will be responsible for future charges until next calendar year.

Cigna | Customer Service: (800) 244-6224 | www.cigna.com

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Cigna Total DPPO Plan At-A-Glance

Network	Total Cigna DPPO	
Calendar Year Deductible (CYD)	**In-Network**	**Out-of-Network***
Per Member	$50	
Per Family	$150	
Waived for Class I Services?	Yes	
Calendar Year Benefit Maximum		
Per Member	$2,000	
Class I Services: Diagnostic & Preventive Care		
Routine Oral Exam *(1 in 6 Months)*	Plan Pays: 100% Deductible Waived	Plan Pays: 100% Deductible Waived *(Subject to Balance Billing)*
Routine Cleanings *(1 in 6 Months)*		
Bitewing X-rays *(1 in 6 Months)*		
Complete X-rays *(1 Every 3 Calendar Years)*		
Class II Services: Basic Restorative Care		
Fillings	Plan Pays: 80% After CYD	Plan Pays: 80% After CYD *(Subject to Balance Billing)*
Simple Extractions		
Endodontics *(Root Canal Therapy)*		
Oral Surgery		
Periodontal Services		
Anesthetics		
Class III Services: Major Restorative Care		
Crowns	Plan Pays: 50% After CYD	Plan Pays: 50% After CYD *(Subject to Balance Billing)*
Bridges		
Dentures		
Class IV Services: Orthodontia		
Lifetime Maximum	$1,000	
Benefit *(Dependent Children Up To Age 19)*	Plan Pays: 50% Deductible Waived	Plan Pays: 50% Deductible Waived *(Subject to Balance Billing)*

Locate a Provider

To search for a participating provider, contact Cigna's customer service or visit www.cigna.com. When completing the necessary search criteria, select Total Cigna DPPO network.

Plan References

***Out-of-Network Balance Billing:** For information regarding out-of-network balance billing that may be charged by an out-of-network provider, please refer to the Out-of-Network Benefits section on the previous page.*

Important Notes

- *Each covered family member may receive up to one (1) routine cleaning every six (6) months.*
- *For any dental work expected to cost $200 or more, the plan will provide a "Pre-Determination of Benefits" upon the request of the dental provider. This will assist with determining approximate out-of-pocket costs should employee have the dental work performed.*
- *Waiting periods and age limitations may apply.*
- *Late entrant provisions may apply.*
- *Benefit frequency limitations may apply to certain services.*

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Vision Insurance

NVA Vision Plan

The City offers vision insurance through National Vision Administrators (NVA) to benefit-eligible employees. The costs per pay period for coverage are listed in the premium table below and a brief summary of benefits is provided on the following page. For more detailed information about the vision plan, please refer to the carrier's summary plan document or contact NVA's customer service.

Vision Insurance – NVA Vision Plan

26 Payroll Deductions - Per Pay Period Cost

Tier of Coverage	Employee Cost
Employee Only	$0.38
Employee + Family	$0.91

In-Network Benefits

The vision plan offers employees and covered dependent(s) coverage for routine eye care, including eye exams, eyeglasses (lenses and frames) or contact lenses. To schedule an appointment, employee and covered dependent(s) may select any network provider who participates in the National Vision Administrators network. At the time of service, routine vision examinations and basic optical needs will be covered as shown on the plan's schedule of benefits. Cosmetic services and upgrades will be additional if chosen at the time of the appointment.

Out-of-Network Benefits

Employee and covered dependent(s) may choose to receive services from vision providers who do not participate in the National Vision Administrators network. When going out of network, the provider will require payment at the time of appointment. NVA will then reimburse based on the plan's out-of-network reimbursement schedule upon receipt of proof of services rendered.

Calendar Year Deductible

There is no calendar year deductible.

Calendar Year Out-of-Pocket Maximum

There is no out-of-pocket maximum. However, there are benefit reimbursement maximums for certain services.

NVA | Customer Service: (866) 665-8437 | www.e-nva.com

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NVA Vision Plan At-A-Glance

Network	National Vision Administrators	
Services	**In-Network**	**Out-of-Network**
Eye Exam	$15 Copay	Up to $35 Reimbursement
Contact Lens Exam *(Fit & Follow-up)*	Standard Wear - $20 Copay Extended Wear - $30 Copay Specialty Wear - $50 Copay	
Frequency of Services		
Examination	12 Months	
Lenses	12 Months	
Frames	12 Months	
Contact Lenses	12 Months	
Lenses		
Single	No Charge After $15 Materials Copay	Up to $25 Reimbursement
Bifocal		Up to $40 Reimbursement
Trifocal		Up to $55 Reimbursement
Frames		
Allowance	Up to $100 Retail Allowance 20% Discount Off Balance	Up to $45 Reimbursement
Contact Lenses*		
Non-Elective *(Medically Necessary)*	No Charge	Up to $200 Reimbursement
Elective *(Fitting, Follow-up & Lenses)*	Up to $115 Retail Allowance	Up to $92 Reimbursement

Locate a Provider

To search for a participating provider, contact NVA's customer service or visit www.e-nva.com. When completing the necessary search criteria, select National Vision Administrators network.

Plan References

**Contact lenses are in lieu of spectacle lenses and a frame.*

Important Notes

The network provider copay will apply once, if frames and lenses are purchased at the same time.

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Flexible Spending Accounts

The City offers Flexible Spending Accounts (FSA) administered through AmeriFlex. The FSA plan year is from January 1 to December 31.

If employee or family member(s) has predictable health care or work-related day care expenses, then employee may benefit from participating in an FSA. An FSA allows employee to set aside money from employee's paycheck for reimbursement of health care and day care expenses they regularly pay. The amount set aside is not taxed and is automatically deducted from employee's paycheck and deposited into the FSA. During the year, employee has access to this account for reimbursement of some expenses not covered by insurance. Participation in an FSA allows for substantial tax savings and an increase in spending power. Participating employee must re-elect the dollar amount to be deducted each plan year. There are three (3) types of FSAs:

- **Health Care FSA:** Available to eligible employee not enrolled in the UHC Choice Plus HDHP Plan 5 with an HSA. Covers medical, dental, and vision expenses that are not paid by insurance.
- **Limited Purpose FSA:** Available to eligible employee enrolled in the UHC Choice Plus HDHP Plan 5 with an HSA. A Limited Purpose Health Care FSA may be used for qualified dental and vision expenses. The Plan Year for the Limited Purpose FSA is from October 1 to September 30.
- **Dependent Care FSA:** Covers day care expenses for qualified dependents necessary for employee and legal spouse, if married, to work.

Health Care FSA

This account allows participant to set aside up to an annual maximum of $2,750. This money will not be taxable income to the participant and can be used to offset the cost of a wide variety of eligible medical expenses that generate out-of-pocket costs. Participating employee can also receive reimbursement for expenses related to dental and vision care (that are not classified as cosmetic).

Examples of common expenses that qualify for reimbursement are listed below.

Please Note: The entire Health Care FSA election is available for use on the first day coverage is effective.

Dependent Care FSA

This account allows participants to set aside up to an annual maximum of $5,000 if single or married and file a joint tax return ($2,500 if married and file a separate tax return) for work-related day care expenses. Qualified expenses include day care centers, preschool, and before/after school care for eligible children and dependent adults.

Please note that if family income is over $20,000, this reimbursement option will likely save participants more money than the dependent day care tax credit taken on a tax return. To qualify, dependents must be:

- A child under the age of 13, or
- A child, spouse or other dependent who is physically or mentally incapable of self-care and spends at least eight (8) hours a day in the participant's household.

Please Note: Unlike the Health Care FSA, reimbursement is only up to the amount that has been deducted from the participant's paycheck for the Dependent Care FSA.

A sample list of qualified expenses eligible for reimbursement include, but not limited to, the following:

- ✓ Prescription/Over-the-Counter Medications
- ✓ Menstrual Products
- ✓ Ambulance Service
- ✓ Chiropractic Care
- ✓ Dental and Orthodontic Fees*
- ✓ Diagnostic Tests/Health Screenings*
- ✓ Physician Fees and Office Visits
- ✓ Drug Addiction/Alcoholism Treatment
- ✓ Experimental Medical Treatment
- ✓ Corrective Eyeglasses and Contact Lenses*
- ✓ Hearing Aids and Exams
- ✓ Injections and Vaccinations
- ✓ LASIK Surgery*
- ✓ Mental Health Care
- ✓ Nursing Services
- ✓ Optometrist Fees*
- ✓ Sunscreen SPF 15 or Greater
- ✓ Wheelchairs

**These items are eligible expenses under the Limited Purpose FSA.*

Log on to http://www.irs.gov/publications/p502/index.html for additional details regarding qualified and non-qualified expenses.

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Flexible Spending Accounts *(Continued)*

FSA Guidelines

- The Health Care FSA allows a grace period at the end of the plan year (January 1- March 15). The grace period allows additional time to incur claims and use any unused funds on eligible expenses after the plan year ends. Once the grace period ends, any unused funds still remaining in the account will be forfeited.
- The Dependent Care FSA allows a grace period at the end of the plan year (January 1 - March 15). The grace period allows additional time to incur claims and use any unused funds on eligible expenses after the plan year ends.
- Employee can enroll in an FSA only during the Open Enrollment period, a Qualifying Event, or New Hire Eligibility period.
- Money cannot be transferred between FSAs.
- Reimbursed expenses cannot be deducted for income tax purposes.
- Employee and dependent(s) cannot be reimbursed for services not received.
- Employee and dependent(s) cannot receive insurance benefits or any other compensation for expenses reimbursed through an FSA.
- Domestic Partners are not eligible as Federal law does not recognize them as a qualified dependent.

Filing a Claim

Claim Form

A completed claim form along with a copy of the receipt as proof of the expense can be submitted by mail or fax. The IRS requires FSA participants to maintain complete documentation, including copies of receipts for reimbursed expenses, for a minimum of one (1) year. Claim forms can be found on www.myameriflex.com or on Bentek.

Debit Card

FSA participant can receive an AmeriFlex debit card for payment of eligible expenses. With the card, most qualified services and products can be paid at the point of sale versus paying out-of-pocket and requesting reimbursement. The debit card is accepted at a number of medical providers and facilities, and most pharmacy retail outlets. AmeriFlex may request supporting documentation for expenses paid with a debit card. Failure to provide supporting documentation when requested, may result in suspension of the card and account until funds are substantiated or refunded back to the City. Please keep the issued card for use next year. Additional or replacement cards may be requested, however, a small fee may apply.

HERE'S HOW IT WORKS!

An employee earning $30,000 elects to place $1,000 into a Health Care FSA. The payroll deduction is $38.46 based on a 26 pay period schedule. As a result, health care expenses are paid with tax-free dollars, giving the employee a tax savings of $227.

	With a Health Care FSA	Without a Health Care FSA
Salary	$30,000	$30,000
FSA Contribution	- $1,000	- $0
Taxable Pay	$29,000	$30,000
Estimated Tax 22.65% = 15% + 7.65% FICA	- $6,568	- $6,795
After Tax Expenses	- $0	- $1,000
Spendable Income	$22,432	$22,205
Tax Savings	**$227**	

Please Note: *Be conservative when estimating health care and/or dependent care expenses. IRS regulations state any unused funds remaining in an FSA after a plan year ends and after all claims have been filed, cannot be returned or carried forward to the next plan year.* ***This rule is known as "use-it or lose-it."***

Claims Processing Address | AmeriFlex Claims Dept.
PO Box 269009, Plano, TX 75026
Fax: (888) 631-1038 | Email: claims@myameriflex.com

AmeriFlex | Customer Service: (888) 868-3539 | www.myameriflex.com

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Employee Assistance Program

The City cares about the well-being of all employees on and off the job and provides, at no cost, a comprehensive Employee Assistance Program (EAP) through Managed Care Concepts. EAP offers employee and each family member access to licensed mental health professionals through a confidential program protected by State and Federal laws. EAP is available to help employee gain a better understanding of problems that affect them, locate the best professional help for a particular problem, and decide upon a plan of action. EAP counselors are professionally trained and certified in their fields and available 24 hours a day, seven (7) days a week.

What is an Employee Assistance Program (EAP)?

An Employee Assistance Program offers covered employees and family members free and convenient access to a range of confidential and professional services to help address a variety of problems that may negatively affect employee or family member's well-being. Coverage includes eight (8) face-to-face visits with a specialist, per person, per issue, per year, telephonic consultation, online material/tools and webinars. EAP offers counseling services on issues such as:

- ✓ Child Care Resources
- ✓ Legal Resources
- ✓ Grief and Bereavement
- ✓ Stress Management
- ✓ Depression and Anxiety
- ✓ Work Related Issues
- ✓ Adult & Elder Care Assistance
- ✓ Financial Resources
- ✓ Family and/or Marriage Issues
- ✓ Substance Abuse

Are Services Confidential?

Yes. Receipt of EAP services are completely confidential. If, however, participation in the EAP is the direct result of a Management Referral (a referral initiated by a supervisor), we will ask permission to communicate certain aspects of the employee's care (attendance at sessions, adherence to treatment plans, etc.) to the referring supervisor. The referring supervisor will not receive specific information regarding the referred employee's case. The supervisor will only receive reports on whether the referred employee is complying with the prescribed treatment plan.

Managed Care Concepts | Customer Service: (800) 899-3926
www.theemployeeassistanceprogram.com

Basic Life and AD&D Insurance

Basic Term Life Insurance

The City provides Basic Term Life insurance for all eligible employees at no cost through Cigna.

- Full-time employee with less than one (1) year of service will receive coverage in an amount equal to one (1) time the annual salary, up to a maximum of $50,000.
- Full-time employee with more than one (1) year of service will receive coverage in an amount equal to two (2) times the annual salary, up to a maximum of $50,000.

Accidental Death & Dismemberment Insurance

Also, at no cost to the employee, the City provides Accidental Death & Dismemberment (AD&D) insurance, which pays in addition to the Basic Term Life benefit when death occurs as a result of an accident. The AD&D benefit amount equals the Basic Term Life benefit, partial benefits may also be payable.

Age Reduction Schedule

Benefit amounts are subject to the following age reduction schedule:

› Reduces to 50% of the benefit amount at age 70

Always remember to keep beneficiary information updated. Beneficiary information may be updated at anytime through Bentek

Cigna | Customer Service: (800) 238-2125 | www.cigna.com

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Meeting Date: 04/09/2024 Item #10.

Voluntary Life Insurance

Voluntary Employee Life Insurance

Eligible employee may elect to purchase additional Life insurance on a voluntary basis through Cigna. This coverage may be purchased in addition to the Basic Term Life and AD&D coverage. Voluntary Life insurance offers coverage for employee, spouse and/or child(ren) at different benefit levels.

New Hires can purchase Voluntary Employee Life insurance without being subject to Medical Underwriting, also known as Evidence of Insurability (EOI), **up to the Guaranteed Issue amount of seven (7) times employee's annual salary or $150,000.**

- Units can be purchased in increments of $10,000 up to the maximum of seven (7) times annual salary or $200,000.
- Benefit amounts are subject to the following age reduction schedule:
  - › Reduces to 50% of the benefit amount at age 70

Voluntary Spouse Life Insurance

New Hires can purchase Voluntary Spouse Life insurance without being subject to Medical Underwriting, also known as Evidence of Insurability (EOI), **up to the Guaranteed Issue amount of $30,000.**

- Employee must participate in Voluntary Employee Life plan for spouse to participate.
- Units can be purchased in increments of $5,000, not to exceed a maximum of $50,000 or 100% of the employee's Voluntary Life coverage amount.
- Benefit amounts are subject to the following age reduction schedule:
  - › Reduces to 50% of the benefit amount at age 70

Voluntary Life Rate Table

Rate Per $1,000 of Benefit

Age Bracket *(Based On Employee Age)*	Voluntary Life Rate
≤ 29	$0.09
30-34	$0.10
35-39	$0.14
40-44	$0.21
45-49	$0.38
50-54	$0.58
55-59	$0.94
60-64	$1.07
65-69	$1.51
≥ 70	$3.52

Premium Calculation:
Elected Coverage ÷ $1,000 x Employee Rate (See Rate Table) x 12 Months ÷ 26 Annual Deductions = Per Pay Cycle Premium

Voluntary Dependent Child(ren) Life Insurance

- Employee must participate in Voluntary Employee Life plan for dependent child(ren) to participate.
- Coverage may be purchased for children birth to six (6) months in the amount of $500.
- Coverage may be purchased for children age six (6) months to the end of the calendar year the child reaches age 26 in the amount of $5,000.
- Cost for coverage is $0.17 per $1,000 of coverage per month for each eligible dependent child(ren) enrolled.

Always remember to keep beneficiary information updated. Beneficiary information may be updated at anytime through Bentek.

Cigna | Customer Service: (800) 238-2125 | www.cigna.com

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Short Term Disability

The City provides Short Term Disability (STD) insurance to all eligible employees through The Maxon Companies at no cost. The STD benefit pays employee a percentage of the weekly earnings if employee becomes disabled due to an illness or non-work related injury.

Short Term Disability

- Employees may select from three (3) options of coverage:
  - **Option 1:** This election offers a benefit of 50% of the employee's weekly earnings, subject to a maximum of $300 per week. Employee must disabled due to an illness for seven (7) days prior to benefits being payable (known as the elimination period); benefits pay immediately for a non-work related injury. The maximum benefit period is 25 weeks for illness and 26 weeks for a non-work related injury.
  - **Option 2:** This election offers a benefit of 50% of the employee's weekly earnings, subject to a maximum of $300 per week. Employee must be disabled due to illness or a non-work related injury for 30 days prior to benefits being payable (known as the elimination period). Payments will commence on the 31st day. The maximum benefit period is 52 weeks for illness and for a non-work related injury.
  - **Option 3:** This election offers a benefit of 60% of the employee's weekly earnings, subject to a maximum of $400 per week. Employee must be disabled due to illness or a non-work related injury for 90 days prior to benefits being payable (known as the elimination period). Payments will commence on the 91st day. The maximum benefit period is 52 weeks for illness and for a non-work related injury.
- Benefits may be reduced by other income.

If a covered employee incurs loss of earnings due to total disability as the result of a covered illness or non-work related injury, while covered hereunder, the employee shall be entitled to weekly income benefits. Benefits are payable only if the employee is not receiving any wages (including sick, vacation, etc.) from the City or any other employer.

The Maxon Companies (TPA)
Customer Service: (800) 999-3309 | www.maxonco.com

Supplemental Insurance

Aflac

Aflac offers a variety of voluntary supplemental insurance plans that may be purchased separately on a voluntary basis and premiums paid by payroll deduction. Aflac pays money directly to the employee, regardless of what other insurance plans the employee may have.

Available Aflac plans include:

- ✓ Critical Care and Recovery
- ✓ Hospital Advantage
- ✓ Cancer Care
- ✓ Short Term Disability

To learn more about these Aflac plans and/or schedule a personal appointment, contact Dania Beach's Aflac Agent, Margaret Pearson.

Aflac | Customer Service: (561) 881-1964 | www.aflac.com
Agent: Margaret Pearson | Phone: (561) 981-1964
Email: margaret_pearson@us.aflac.com

Trustmark

Trustmark offers a Permanent Life Insurance Plan that may be purchased separately on a voluntary basis for the employee, spouse, minor children and grandchildren with premiums paid by payroll deductions post tax. The Permanent Life Insurance Plan can be purchased as a supplement to the group term and optional term life insurance offered by the City. The voluntary whole life coverage is also portable, even when an employee changes jobs or retires, as long as the employee pays the necessary premium needed to continue the policy.

To learn more about the Trustmark Life Insurance plan or to schedule an appointment, contact the City's local Trustmark Agent, Arthur Hoffman.

Trustmark
Customer Service: (800) 918-8877 | www.trustmarksolutions.com
Agent: Arthur Hoffman | Phone: (954) 609-4924
Email: artiehoffman@bellsouth.net

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Meeting Date: 04/09/2024 Item #10.

Supplemental Insurance *(Continued)*

Preferred Legal Plan

The City offers employees the opportunity to participate in legal and/or identity theft plan(s) through Preferred Legal Plan. By enrolling in the legal plan, participant and family have direct access to a nationwide network of attorneys who will provide legal assistance for a variety of situations. The plan provides assistance, but is not limited to the following benefits:

- ✓ Divorce
- ✓ Bankruptcy
- ✓ Personal Injury
- ✓ Traffic Tickets
- ✓ Real Estate
- ✓ Wills
- ✓ Probate
- ✓ Immigration

IdentityWorks

The City employees have the opportunity to enroll in a voluntary identity theft protection/credit monitoring service through IdentityWorks℠, a part of Experian™.

By enrolling in this plan as an add-on benefit to the Preferred Legal Plan or as a stand alone benefit, a participant will have the following benefits:

- Early warning Surveillance Alert™ notifications via email or mobile text.
- Credit report monitoring checks for new credit cards, loans, inquiries, delinquent accounts and more on a member's credit report.
- Change of address monitoring checks for address changes at the account level that could indicate criminal activity.
- Lost wallet protection
- Monthly email notifications of "all clear" or other status.
- $1,000,000 Identity Theft Insurance with a $0 deductible may cover illegal electronic fund transfers, lost wages, legal fees and private investigator costs.
- Identity Theft Resolution Agents help resolve potential identity theft from start to finish.
- A complete personal Experian℠ credit report so members can check for inaccurate information that may be a sign of past identity theft.
- Additional resources so consumers can learn more about identity protection.

	Individual	Family
Preferred Legal Plan	$9.95	$9.95
Identity Works	$7.00	$14.00
Preferred Legal & Identity Works	$16.95	$23.95

Preferred Legal Plan | IdentityWorks℠, a part of Experian™
Customer Service: (888) 577-3476 | www.preferredlegal.com
Agent: Brian Samuels | Email: info@preferredlegal.com

Notes

Use this section to make notes regarding personal benefit plans or to keep track of important information such as doctors' names and addresses or prescription medications.

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Notes

Use this section to make notes regarding personal benefit plans or to keep track of important information such as doctors' names and addresses or prescription medications.

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DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

GEHRING® GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

4200 Northcorp Parkway, Suite 185
Palm Beach Gardens, Florida 33410
Toll Free: (800) 244-3696 | Fax: (561) 626-6970
www.gehringgroup.com

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Exhibit D
Sample Employee Communications

Please note that all communications herein can be printed on various paper sizes.

2021-2022 OPEN ENROLLMENT

SEPTEMBER 15 - SEPTEMBER 22

Open Enrollment is the time of year when you can make changes to your benefits; such as drop or add dependents, drop coverage, or enroll into coverage.

The Open Enrollment period this year begins September 15 and ends on September 22 at 5:00pm. All new elections and changes made during Open Enrollment will be effective October 1, 2021.

ONLINE ENROLLMENT THROUGH BENTEK

Open Enrollment is still online!

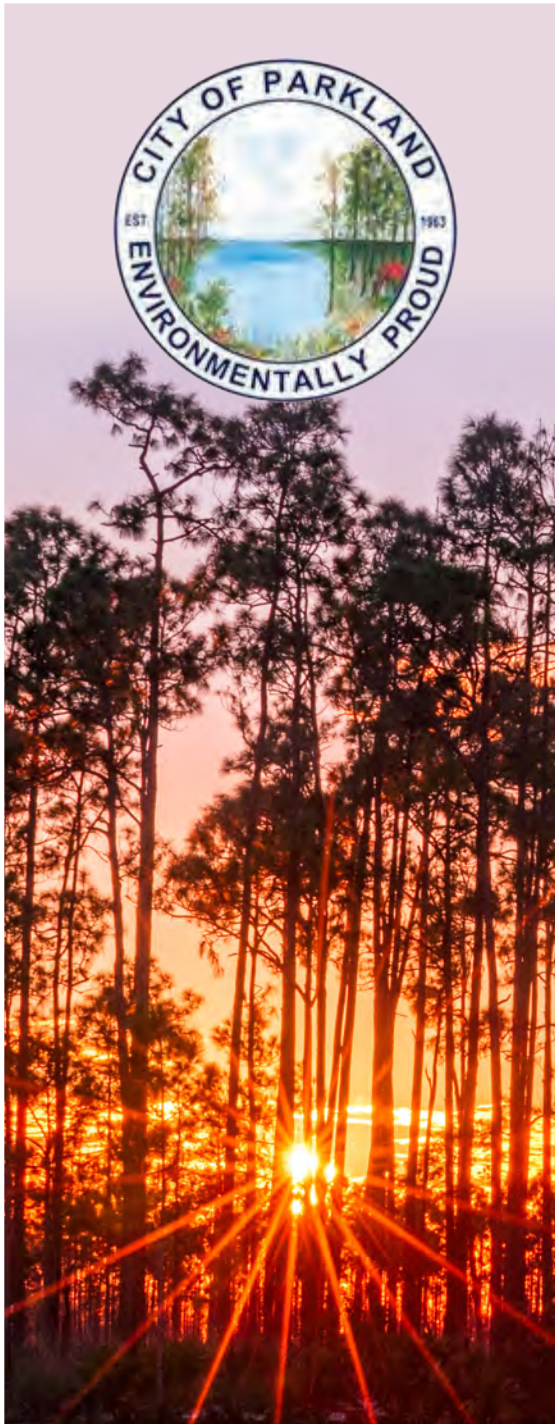
Bentek is available 24 hours a day, 7 days a week and can be accessed from any desktop, tablet or smartphone.

To access the site using mobile device, scan the QR Code or visit:
www.mybentek.com/parkland

Employees making changes to their current benefit elections MUST log on to Bentek during the Open Enrollment period (September 15 - September 22 at 5:00pm). FSA funding amounts must be re-elected for the 2021-2022 Plan Year. Open Enrollment is also a great time to update beneficiaries information.

BENTEK ASSISTANCE

Toll Free: (877) 5-Bentek (523-6835)
Email: support@mybentek.com
(Monday – Friday, 8:30am – 5:00pm EST)



2020-2021 OPEN ENROLLMENT

AUGUST 17 – AUGUST 31

Open Enrollment is the time of year that you can make changes to your benefits; such as drop or add dependents, drop coverage, or enroll into coverage. All new elections and changes made during Open Enrollment will be effective October 1, 2020.
The 2020-2021 Open Enrollment period begins August 17 and ends August 31.

ONLINE ENROLLMENT THROUGH BENTEK

Open Enrollment is still online! The City provides Bentek, an internet based online benefits enrollment system, available 24 hours a day, 7 days a week. Employees may:

- View all benefit elections and payroll deductions
- View plan summaries
- Designate Life Insurance beneficiaries
- During open enrollment, employees may make new elections, change, add or remove dependents

TO ACCESS THE SITE VISIT
www.mybentek.com/parkland

All employees MUST log on to Bentek during the Open Enrollment period (begins August 17 at 12:00 a.m. and ends August 31 at 11:59 p.m.) to verify coverage and update beneficiaries for the 2020-2021 Plan Year, even if planning to waive or maintain coverage elections.

ONSITE BENTEK ENROLLMENT ASSISTANCE

THURSDAY, AUGUST 20
10:00 a.m. – 12:00 p.m.

THURSDAY, AUGUST 27
2:30 p.m. – 4:30 p.m.

LOCATION
Public Works Conference Room

ONLINE BENTEK ENROLLMENT ASSISTANCE

ENROLLMENT ASSISTANCE:
Toll Free: (800) 244-3696
(Monday – Friday, 8:30 a.m. – 5:00 p.m. EST)

TECHNICAL ASSISTANCE:
Toll Free: (877) 5-Bentek | (877) 523-6835
Email: Support@mybentek.com
(Monday – Friday, 8:30 a.m. – 5:00 p.m. EST)

Please feel free to contact Human Resources at (954) 757-4130 should you have any questions or conc

2021-2022
OPEN ENROLLMENT

AUGUST 30 - SEPTEMBER 15

Open Enrollment is the time of year that you can make changes to your benefits: such as drop or add dependents, drop coverage, or enroll into coverage. All new elections and changes made during Open Enrollment will be effective October 1, 2021. The Open Enrollment period this year begins August 30 and ends on September 15 at 5:00 p.m.

ONLINE ENROLLMENT THROUGH BENTEK

To access the site using mobile device, scan the QR Code or visit:
www.mybentek.com/coconutcreek

All employes MUST log onto Bentek during Open Enrollment through Bentek, On Bentek you can:

- View your current elections and payroll deductions
- View Plan Information and Carrier Websites
- Select your Benefit Elections for Open Enrollment
- Designate Life Insurance Beneficiaries
- Enroll or re-enroll in Flexible Spending Accounts (FSA) / Dependent Care Spending Accounts (DCA)

Please Note: FSA accounts do not automatically rollover you must re-elect your amount each year.

Representatives from Human Resources and Gehring Group will be available the following dates and times to provide assistance with Bentek, Leave Conversion and any other benefit related inquiry.

ONE-STOP-SHOPS

Wednesday, September 1
1:00 p.m. – 6:00 p.m.
P&Z Room & Commission Chambers

Thursday, September 2
6:30 a.m. – 1:00 p.m.
P&Z Room & Commission Chambers

HR ASSISTANCE

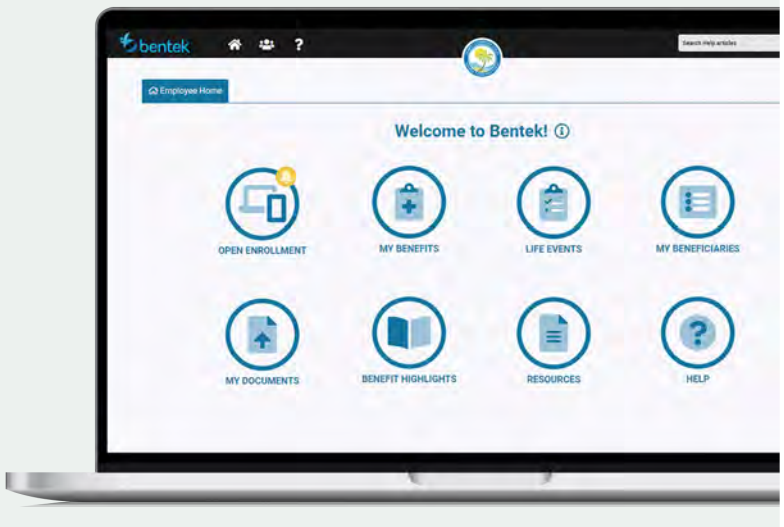
Wednesday, September 8
1:00 p.m. – 6:00 p.m.
HR/PZ Conference Room

Thursday, September 9
7:00 a.m. – 12:00 p.m.
HR/PZ Conference Room

ONE-STOP-SHOPS

Tuesday, September 14
1:00 p.m. – 6:00 p.m.
P&Z Room & Commission Chambers

Wednesday, September 15
6:30 a.m. – 12:00 p.m.
P&Z Room & Commission Chambers



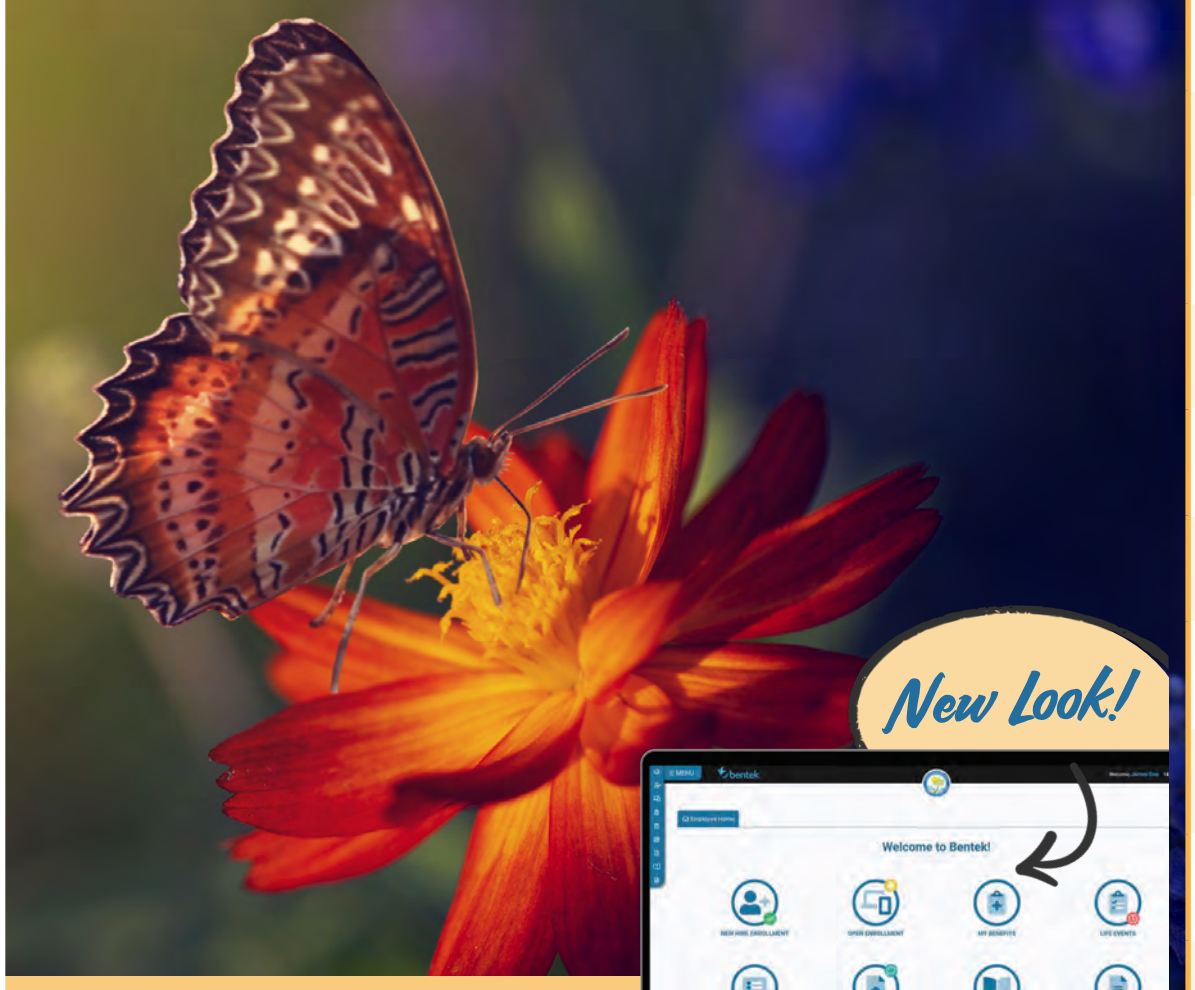
If you have any questions, please contact Human Resources at (954) 973-6715.

2020-2021
OPEN ENROLLMENT

AUGUST 26 - SEPTEMBER 16, 2020

Open Enrollment is the time of year that you can make changes to your benefits: such as drop or add dependents, drop coverage, or enroll into coverage. All new elections and changes made during Open Enrollment will be effective October 1, 2020. The Open Enrollment period this year begins August 26 and ends on September 16.

Be on the look out for some video recordings from Human Resources with additional information pertaining to the upcoming Open Enrollment!



ONLINE ENROLLMENT THROUGH BENTEK

Open Enrollment is online! The City provides Bentek, an internet based online benefits enrollment system, available 24 hours a day, 7 days a week. Bentek and Gehring Group representatives will be available via phone to assist with online enrollment.

To access the site, visit **www.mybentek.com/coconutcreek**

All employees MUST log on to Bentek during the Open Enrollment period (August 18 - August 28 at 5:00pm) to verify coverage and update beneficiaries for the 2020-2021 Plan Year, even if planning to waive or maintain coverage elections.

VIRTUAL ONE-STOP-SHOP

Representatives from the City, Gehring Group and Bentek will be available via phone on the following dates and times to provide one-on-one assistance with Bentek enrollment and any other benefit related inquiry.

Wednesday, August 26
1:00 p.m. – 6:00 p.m.

Thursday, August 27
9:00 a.m. – 1:00 p.m.

Monday, August 31
1:00 p.m. – 6:00 p.m.

Tuesday, September 1
9:00 a.m. – 1:00 p.m.

Wednesday, September 2
1:00 p.m. – 6:00 p.m.

Thursday, September 3
9:00 a.m. – 1:00 p.m.

Tuesday, September 8
9:00 a.m. – 1:00 p.m.

Wednesday, September 9
1:00 p.m. – 6:00 p.m.

Thursday, September 10
9:00 a.m. – 1:00 p.m.

Monday, September 14
1:00 p.m. – 6:00 p.m.

Tuesday, September 15
9:00 a.m. – 1:00 p.m.

Wednesday, September 16
1:00 p.m. – 6:00 p.m.

VIRTUAL ONE-STOP-SHOP CONTACT NUMBERS

CITY REPRESENTATIVE ASSISTANCE

Robin Samotin
(954) 956-1465

Heather Schwartz
(954) 956-1511

Jean Simonis
(954) 956-1463

Tim McPherson
(954) 956-1432

ONLINE BENTEK ENROLLMENT ASSISTANCE

ENROLLMENT ASSISTANCE *(Monday – Friday, 8:30am – 5:00pm EST)*
Toll Free: (800) 244-3696
Email: coconutcreek@gehringgroup.com

TECHNICAL ASSISTANCE *(Monday – Friday, 8:30am – 5:00pm EST)*
Toll Free: (877) 5-Bentek | (877) 523-6835
Email: support@mybentek.com

If you have any questions, please contact Human Resources at 954-956-1451.

I'm Not Alone. You're Not Alone. We're All In This Together!

We have all experienced a loss in the past year that has or may still be affecting our mental health. Understanding your mental health is important and influences your well-being. Normalizing your feelings of distress, despair and trauma can help you cope. Reaching out for support is an important step in healing.

Loss comes in many different forms and all are significant to each of us in its own way.

Change of Routine and Lifestyle

Missed Milestones, Celebrations and Events

Career and Family Adjustments

Illness or Death of Loved Ones

Reach out to a trusted source such as family and friends, your doctor, therapist or clergy. Your Employee Assistance Program (EAP) is available along with the resources listed to the right.

RESOURCES:

MENTAL HEALTH SCREENING TOOLS
https://mhanational.org/self-help-tools

NATIONAL ALLIANCE ON MENTAL ILLNESS (NAMI)
(800) 950-6264
https://nami.org

AMERICAN PSYCHOLOGICAL ASSOCIATION (APA)
https://www.apa.org/news/apa/2020/04/grief-covid-19

SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA)
(800) 662-4357
https://www.samhsa.gov/find-help/national-helpline

NATIONAL DOMESTIC VIOLENCE HOTLINE
(800) 799-7233
https://www.thehotline.org

VICTIM CONNECT RESOURCE CENTER
(855) 484-2846
https://victimconnect.org/resources/national-hotlines

AMERICAN FOUNDATION FOR SUICIDE PREVENTION
https://afsp.org/taking-care-of-your-mental-health-in-the-face-of-uncertainty

NATIONAL SUICIDE PREVENTION HOTLINE
(800) 273-8255

NATIONAL CRISIS TEXT LINE: Text HOME to 741741

GEHRING® GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

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TO BETTER HEALTH TODAY

3500 Kyoto Gardens Drive | Palm Beach Gardens, Florida 33410 | 800.244.3696 | gehringgroup.com

2020 | 2021

OPEN ENROLLMENT

AUGUST 25 – SEPTEMBER 4

Open Enrollment is the time of year that you can make changes to your benefits; such as drop or add dependents, drop coverage, or enroll into coverage. All new elections and changes made during Open Enrollment will be effective October 1, 2020. **The 2020-2021 Open Enrollment period begins August 25 and ends September 4.**

ONLINE ENROLLMENT THROUGH BENTEK

Open Enrollment is online! The City provides Bentek, an internet based online benefits enrollment system, available 24 hours a day, 7 days a week. Bentek and Gehring Group representatives will be available via phone to assist with online enrollment.

To access the site, visit www.mybentek.com/delraybeach

All employees MUST log on to Bentek during the Open Enrollment period (August 25 - September 4 at 5:00pm) to verify coverage and update beneficiaries for the 2020-2021 Plan Year, even if planning to waive or maintain coverage elections.

ONLINE BENTEK ENROLLMENT ASSISTANCE

ENROLLMENT ASSISTANCE:

Toll Free: (800) 244-3696
(Monday – Friday, 8:30am – 5:00pm EST)

TECHNICAL ASSISTANCE:

Toll Free: (877) 5-Bentek | (877) 523-6835
Email: support@mybentek.com
(Monday – Friday, 8:30am – 5:00pm EST)

WORKING *Our Way To* WELLNESS

You're invited to our Health Fair on Friday, September 14th at The Village of Palm Springs

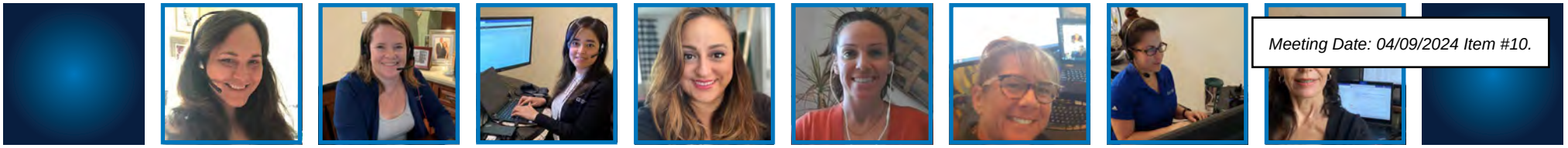
Time: 10:00am – 2:00pm
Location: Council Chambers

Join us in meeting the participating vendors and learn from the variety of information they will have to offer to you. There will be raffles, giveaways and healthy snacks for you.

Employees will have the option to have a finger stick screening. Results are immediate and included is an 1-1 consultation with the Coach to review the numbers. **Space is limited, so please contact the Human Resources Department to reserve your time slot. Fasting is NOT required.**

If you have any questions, please contact:
Janette M. Piedra | Phone: (561) 434-5082
jpiedra@vpsfl.org

THE VILLAGE OF PALM SPRINGS
Garden Spot of Palm Beach County
FLORIDA



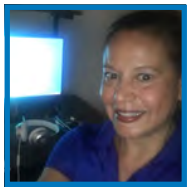
During this unprecedented time...We are working from home but working hard to support you!

DO YOU HAVE QUESTIONS ABOUT YOUR EMPLOYEE INSURANCE BENEFITS?
ARE YOU RECEIVING BILLS FROM A PROVIDER AND NOT SURE WHY?

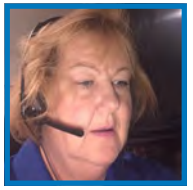
Let us help you!

Contact our team at the Gehring Group for assistance with any questions or concerns.

Call Toll Free (800) 244-3696



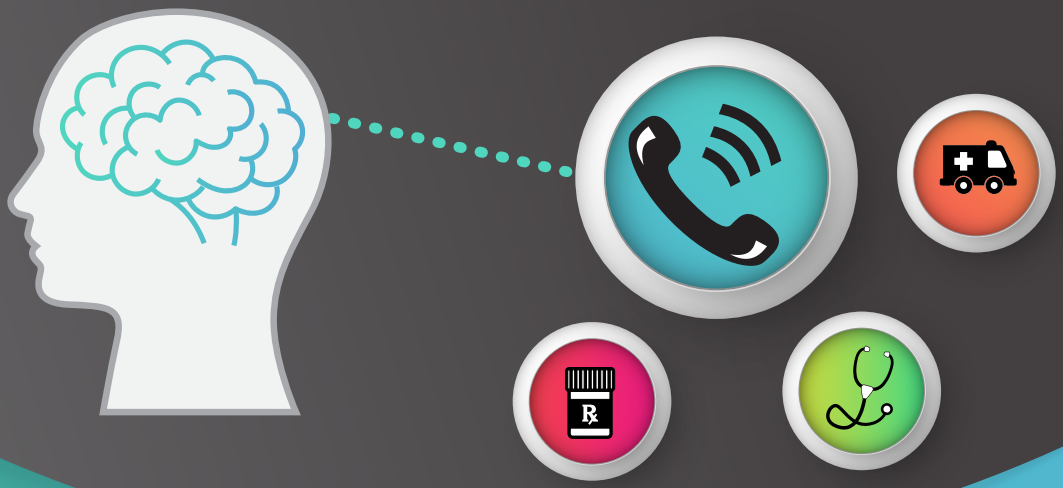
Please include the following information if leaving a message:	For your privacy, please **do not** include:
▪ First & Last Name ▪ Brief Description of Your Question ▪ Your Contact Information ▪ Your Employer's Name	▪ Social Security Number ▪ Date of Birth ▪ Member ID



A member of our team will contact you via a secure email or telephone call to gather additional information that may be necessary to further assist you.

GEHRING GROUP®
EMPLOYEE BENEFITS | RISK MANAGEMENT

First Line of Defense to Screen for COVID-19



Virtual Care and the Coronavirus

Cigna provides access to virtual care services as part of the medical plan. AmWell and MDLIVE are convenient phone and video consultation companies that provides immediate medical assistance for many conditions.

As concerns about the COVID-19 continue to rise and spread, AmWell and MDLIVE are available should a member believe that they are showing symptoms of the virus. It is recommended that a member call their PCP or use virtual care services prior to going to their PCP's office, urgent care or an emergency room. This is to protect patients who are seeking medical attention who are more susceptible to contract the virus.

The benefit is provided to all enrolled members. Registration is required and should be completed ahead of time. This program allows members 24 hours a day, seven (7) days a week on-demand access to affordable medical care via phone and online video consultations when needing immediate care for non-emergency medical issues.

For further information please contact AmWell and MDLIVE.

Cigna

AmWell | Customer Service: (855) 667-9722 | www.AmWellforCigna.com
MDLIVE | Customer Service: (888) 726-3171 | www.MDLIVEforCigna.com

GEHRING GRO
EMPLOYEE BENEFITS | RISK

Essential Resources in Challenging Times

Taking care of yourself, family and friends during the outbreak of COVID-19 is challenging and many of us may be experiencing:

- Stress and Anxiety
- Loneliness/Isolation
- Depression
- Grief
- Relationship Issues
- Financial Concerns

We have listed below free resources available to help you through these challenging times. By clicking on the underlined statements below, the website for each resource can be accessed.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

- Provides access to licensed mental health professionals through a program protected by state and federal laws
- Available 24 hours a day/7 days a week
- Confidential

New Directions | (800) 624-5544 | www.ndbh.com | Access Code: SGE3F

CDC CENTERS FOR DISEASE CONTROL AND PREVENTION

- Coping with Stress and COVID-19

CDC Website Stress and Coping

AMERICAN PSYCHOLOGICAL ASSOCIATION (APA)

- Coping with Grief and COVID-19

APA Coping with Grief during COVID-19

SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA) – (800) 662-4357

- A treatment referral and information service for individuals and families facing mental and/or substance use disorders

SAMHSA Helpline

NATIONAL DOMESTIC VIOLENCE HOTLINE (800) 799-7233

- Provides immediate support to empower victims

Domestic Violence Hotline

VICTIM CONNECT RESOURCE CENTER (855) 484-2846

- National Hotlines for Domestic Violence

Victim Connect Resource

AMERICAN FOUNDATION FOR SUICIDE PREVENTION

- Protecting Your Mental Health during COVIV-19

American Foundation for Suicide Prevention

NATIONAL SUICIDE PREVENTION HOTLINE (800) 273-8255

NATIONAL CRISIS TEXT LINE: Text HOME to 741741

GEHRING® GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

Important Change to FSA, HSA and HRA* Eligible Expenses

The "Coronavirus Aid, Relief, and Economic Security Act" (the CARES Act) was signed and passed on March 27, 2020. One aspect of the Act repeals the rule enacted in the Affordable Care Act that prohibited over-the-counter medicines (i.e., non-prescribed) other than insulin from being "qualified medical expenses."

NEWLY DEFINED ELIGIBLE EXPENSES

Over the counter (OTC) drugs and medicines are now eligible for reimbursement from a Flexible Spending Account (FSA), Health Savings Account (HSA), or, if applicable* Health Reimbursement Account (HRA). Menstrual products are also now eligible for reimbursement. This is a permanent change.

HOW SOON CAN I USE MY DEBIT CARD ON THESE NEWLY ADDED ELIGIBLE EXPENSES?

Retailers systems may not recognize this newly passed legislation or instantaneously accept an FSA debit card. Cards issued by FSA administrators are controlled by various systems to confirm the cards are only used for eligible expenses. Retailers such as CVS, Walgreens, Wal-Mart, Publix, as well as smaller stores use IIAS (Inventory Information Approval Systems) Merchant Certification along with their own inventory and point-of-sale systems to verify that the merchandise being purchased with a FSA card is an eligible medical expense.

The ability to use an FSA card for these newly defined OTC items at all retailers may not come online at the same time. The larger retailers will likely come on first, and the smaller ones may not be "live" for months.

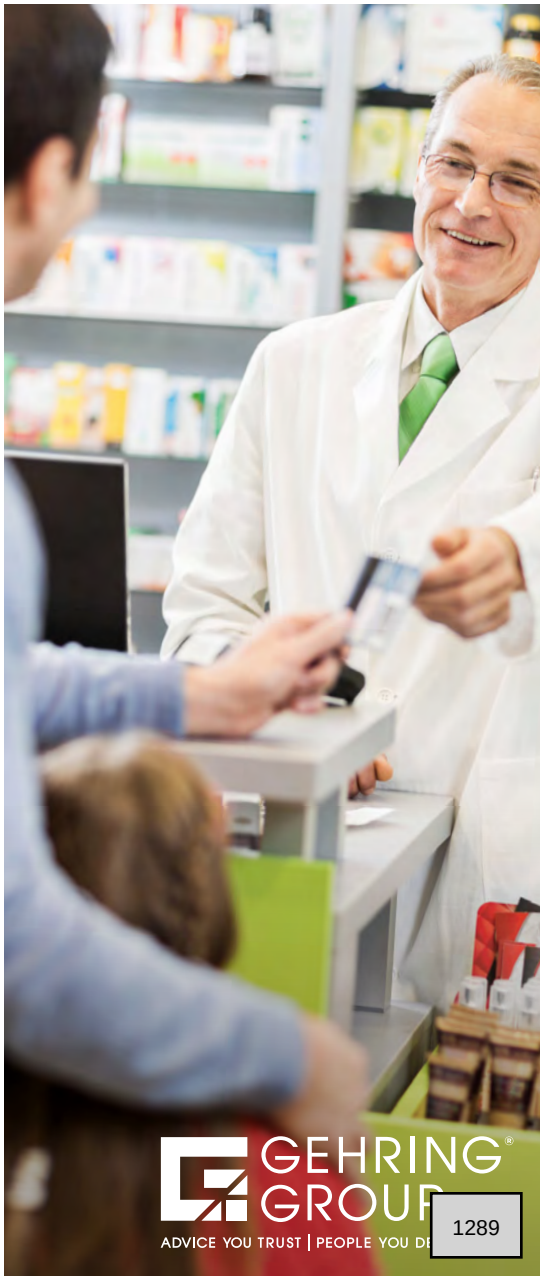
***Please Note:** HRA monies are funded by your employer. Some funding arrangements may only allow monies to be used for expenses, such as copayments, deductibles, and coinsurance. Please contact HRA administrator for more details.*

Questions About Eligible Expenses?

If issues arise with using your debit card for newly allowable expenses, you may:

1. Check with larger retailers first as it is expected their systems will recognize the newly allowable expenses sooner.
2. Pay at "point of sale" and submit documentation for reimbursement to your FSA administrator. For additional information on your FSA administrator and contact information please refer to your Employee Benefit Highlights booklet or contact:

Chard Snyder | Customer Service: (800) 982-7715; (833) 212-1988 | www.chard-snyder.com



2016 Fit2Serve Event

March 1, 2016 • 10AM - 3PM

Parks and Recreation, 6199 NW 10th Street, Margate

Let's show Cigna that we are Fit2Serve

Biometric Testing

All City of Margate full-time employees eligible to receive free biometric testing (*If you do not have City of Margate health insurance, please see HR for alternate arrangements for rewards*).

1. Complete your mycigna.com health assessment
2. Bring any written form of proof of physical activity
   (ex. 1 week workout log, printout of gym log ins, activity tracker log)
3. Complete a Biometric test on site, or bring proof of 2016 Biometric check

Receive on-site a $50 American Express Gift Card!
(taxed as income)

- **Wellness Vendors**
- **Mammovan**
- **MDNow Urgent Care**
- **Cigna Health Insurance**
- **Cigna Life Insurance**
- **OneBlood Van**
- **Nationwide 457**
- **Pre-Paid Legal**
- **HCA Northwest Medical**
- **Employee Assistance Plan and more...**

Have an activity tracker or pedometer and don't know how to use it?

Bring it to the event, and we'll show you how to get the most out of what you already have!

CITY OF MARGATE
Together We Make It Great

CITY OF
MARGATE

Protect yourself and those around you.

Get a Free Flu Shot.

According to the Centers for Disease Control and Prevention (CDC), the best way to prevent the flu is by getting vaccinated each year.

Flu Shots are free for employees and their dependents who participate in the health insurance programs offered through the City of Parkland. If you are a part-time employee or are currently not enrolled in the City's medical plan, but would like a flu shot (or have a dependent who wants a flu shot), please see Human Resources for more details.

FRIDAY
OCTOBER 21, 2016

LOCATION: CITY HALL

TIME: 10:00AM - 12:00PM

- ✓ **FREE for Insured Employees** *(Accepting most insurance carriers)*
- ✓ **Please bring Insurance ID and Photo ID**
- ✓ **Uninsured cost of vaccination is $26.99**

Exhibit E
Sample Request for Proposal for Insurance Coverage

Request for Proposals

Sample Client

All Lines RFP

RFP 21 980369

4/15/2022

SAMPLE CLIENT
ADDRESS, CITY, STATE, ZIP

SOLICITATION, OFFER AND AWARD FORM

REQUEST FOR PROPOSAL

1. SOLICITATION #: 22-10122	**4. BRIEF DESCRIPTION:**
2. ISSUE DATE: 4/15/22	**HEALTH CARE BENEFITS ALL LINES**
3. FOR INFORMATION CONTACT Contracting Officer: **NAME:** Cameron Burt **PHONE:** 1-844-737-0365 **E-MAIL:** Cameron.burt@gehringgroup.com	

5. CONFERENCE: (See Exhibit C for more information.)

N/A

6. SUBMIT OFFER TO THE FOLLOWING WEBSITE RFP360	**7. OFFER SUBMISSION DUE DATE AND TIME:** 5/6/22 10:00am Local Time

8. SUBMIT WITH OFFER: Original electronic offer including all exhibits

9. Offers **will not** be publicly opened.

10. FIRM OFFER PERIOD: Offers shall remain firm for a period of 90 calendar days from the date specified in Block 7, above.

11. This solicitation and any resulting contract, respectively, must include this Solicitation, Offer and Award Form and the exhibits and documents designated on Page 2 of this form.

OFFER

(To be completed by offeror)

12. DISCOUNT FOR PROMPT PAYMENT: N/A

13. If this offer is accepted within the period specified in Block 10 above, the offeror agrees to fully provide the goods and/or services covered by this solicitation at the prices and timelines specified in the solicitation.

14. ACKNOWLEDGEMENT OF AMENDMENTS: The offeror acknowledges receipt of the following solicitation amendments (write in all amendment numbers and amendment dates.

Amendment Number and Date		Amendment Number and Date		Amendment Number and Date	

15. OFFEROR'S NAME AND ADDRESS: (Type or Print) **TELEPHONE:** **E-MAIL:** **CELL PHONE:** **FAX:**	**16. NAME AND TITLE OF OFFEROR'S REPRESENTATIVE (PERSON AUTHORIZED TO EXECUTE CONTRACTS):** (Type or Print) **17. OFFEROR'S REPRESENTATIVE SIGNATURE & DATE:**

AWARD

(To be completed by PSTA)

18. Offeror is a: DBE: Yes ☐ No ☐ SBE: Yes ☐ No ☐

19. DBE: A DBE goal has not been established for this solicitation.

20. ACCEPTED AS TO:	**21. TOTAL AMOUNT OF AWARD:**	**22. CONTRACT NUMBER:**

23. PSTA'S CONTRACTING OFFICER'S SIGNATURE & CONTRACT AWARD DATE:

Name: _____ Signature: _____ Date: ____/____/____

NAME	FORM DESCRIPTION	FORM #	SUBMIT WITH OFFER
Cover Sheet	Solicitation, Offer and Award Form	CS-01	YES
Exhibit A	Representations and Certifications	A-02	YES
Exhibit B	Special Solicitation Instructions and Conditions	B-01	NO
Exhibit C	Solicitation Instructions and Conditions	C-03	NO
Exhibit D	Special Provisions	D-01	NO
Exhibit F	General Provisions	F-02	NO
Exhibit H	Background Information & Response Forms	H-01	YES
Exhibit K	Contract	K-01	YES

Meeting Date: 04/09/2024 Item #10.

EXHIBIT A
REPRESENTATIONS AND CERTIFICATIONS
(LOCALLY ASSISTED SUPPLY/SERVICE CONTRACT)

** NOTE: THIS FORM MUST BE COMPLETED AND RETURNED WITH THE OFFER **

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REPRESENTATIONS

1. Contingent Fee

Except for full-time bona fide employees working solely for the offeror, the offeror represents as part of its offer that it (Mark one with an "X"):

has has not

been employed or retained any company or persons to solicit or obtain the contract resulting from this solicitation, and (Mark one with an "X"):

has has not

paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

2. Covenant Against Gratuities

The offeror represents as part of its offer that no employee, official, or member of the Board of the Authority is or will be peculiarly interested or benefited directly or indirectly in the contract to be awarded by this solicitation. The offeror further represents and warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any employee, official, or member of the Board of the Authority with a view toward securing favorable treatment in the awarding, amending, or evaluating the performance of any contract resulting from the solicitation. For breach of any representation or warranty in this clause, the Authority shall have the right to annul the contract awarded through this solicitation without liability and/or have recourse to any other remedy it may have at law.

3. Disadvantaged Business Enterprise (DBE)

The offeror represents as part of its offer that it (Mark one with an "X"):

is is not

a disadvantaged business enterprise (DBE). A DBE is defined as "a for-profit small business concern which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in case of any publicly owned

business, at least 51 percent of the stock is owned by one or more socially and economic[illegible] and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it." For purposes of this definition, socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Asian-Pacific Americans, Subcontinent Asian Americans, Native Americans; women; and any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

4. Interest of Public Officials

The offeror represents and warrants that no employee, official, or member of the Board of the Authority is or will be pecuniarily interested or benefited directly or indirectly in this contract.

5. Parent Company and Identifying Data

(a) The offeror represents as part of its offer that it (Mark one with an "X"):

is is not

owned or controlled by a parent company. A parent company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the offeror. To own the offering company means that the parent company must own more than 50 percent of the voting rights in that company. A company may control an offeror as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of proxy voting, or otherwise.

(b) If the offeror is not owned or controlled by a parent company, it shall insert its own Employer's Identification Number below:

(c) If the offeror is owned or controlled by a parent company, it shall enter in the blocks below the name and main office address of the parent company, and the parent company's Employer's Identification Number.

NAME OF PARENT COMPANY AND MAIN OFFICE ADDRESS (INCLUDE ZIP AND PHONE):

PARENT COMPANY'S EMPLOYER'S IDENTIFICATION #:

6. Type of Business

(a) The offeror represents as part of its offer that it operates as (Mark one with an "X"):

an individual — a sole proprietorship

a partnership — a corporation

another entity _____.

(b) If incorporated, under the laws of the State of:

(c) Age of the entity: __ years, __ months

(d) Previous year's annual gross receipts:

☐ less than $500K ☐ $500K - $2 mil. ☐ $2 mil. - $5 mil. ☐ more than $5 mil.

CERTIFICATIONS

7. Certification of Independent Price Determination

(a) By executing this certification, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to the opening (in the case of an advertised procurement) or prior to award (in the case of a negotiated procurement), directly or indirectly to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(b) Each person signing this offer certifies that:

(1) He/she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or

(2) He/she: (i) is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as an agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (ii) has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

8. Communication Policy and Certification

(a) All oral and written communications with the Authority regarding this solicitation should be exclusively with, or on subjects and with persons approved by, the Contracting Officer identified in this solicitation. Discussions or communications with any other person could result in disclosure of proprietary or other competitive sensitive information or otherwise create the appearance of impropriety or unfair competition and, thereby, compromise the integrity of the Authority's procurement system.

(b) By executing this certification, the offeror certifies that it has not, and will not prior to contract award, communicate orally or in writing with any Authority employee or other representative (including Board members, PSTA contractors, or PSTA consultants) other than the Contracting Officer and on subjects approved by the Contracting Officer except as described below: (CHECK "NONE" IF NONE EXISTS.)

NONE

Name of PSTA Representative	Date and Subject of Communication

(c) This certification concerns a material representation of fact upon which reliance will be placed in awarding a contract. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to any other remedies the Authority may have, the Contracting Officer may terminate the contract resulting from this solicitation for default and/or recommend that the offeror be debarred or suspended from doing business with the Authority and/or have recourse to any other remedy it may have at law.

(d) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, he/she learns that its certification was, or a subsequent communication makes, the certification erroneous.

9. Conflict of Interest Certification

By executing this certification, I certify that:

(a) I have read and understand the General Provisions clause entitled "Interest of Public Officials" that will be incorporated into any contract resulting from this solicitation. I further understand that the pecuniary interest in that clause includes employment relationships.

(b) I understand the Authority has an internal conflict of interest policy for its employees that includes as an actual or possible conflict of interest whether or not a member of the employee's immediate family works for a firm doing, or seeking to do, business with the Authority.

(c) Mark one with an "X":

To the best of my knowledge and belief, no employee of my firm is related to an Authority employee; or

An employee of my firm is related to an Authority employee and a letter to the Contracting Officer explaining that relationship is attached to this Exhibit A.

(d) The requirements of this certification have been passed through to all first-tier subcontractors or subconsultants anticipated to be used at the time of the submission of my offer.

10. Non-Discrimination Assurance

The offeror certifies that it will not discriminate on the basis of race, color, national origin or sex in the performance of the contract expected to be awarded. The offeror understands that it is required to insert the substance of this clause in all subcontracts and purchase orders. Failure to carry out these requirements is a material breach of any contracts resulting from this solicitation and may result in the contract termination or such other remedy as the Authority deems appropriate. The offeror further agrees by submitting this offer that it will include this certificate, without modification, in all subcontracts and purchase orders.

11. Disadvantaged Business Enterprise Goals

If goals have been established, by executing this certification, the offeror certifies that it will comply with the provisions of Exhibit G entitled "Disadvantaged Business Enterprise Provisions," and will meet such goals as are established in any ensuing contract.

12. Execution of Contract

Upon award of this solicitation by PSTA’s Board of Directors, the offeror agrees to execute the contract attached as Exhibit K.

13. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(1) The offeror certifies to the best of its knowledge and belief that it and its principals:

(i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency;

(ii) have not within a three-year period preceding this offer been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(iii) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(ii) of this certification; and

(iv) have not within a three-year period preceding this offer had one or more public transactions (federal, state, or local) terminated for cause or default.

(2) Where the offeror is unable to certify to any of the statements in this certification, the offeror shall attach an explanation.

14. Certification of Restrictions on Lobbying

Lobbying of any PSTA board member, officer, evaluation/selection committee member, employee, agent or attorney by an offeror, any member of the offeror's staff, any agent or representative of the offeror, whether compensated or not, or any person employed by any legal entity affiliated with or representing the offeror shall be prohibited on all competitive selection processes and contract awards, including but not limited to requests for proposals, requests for quotations, requests for qualification, invitation for bids, bids or the award of purchasing contracts of any type. Lobbying is strictly prohibited from the date of the advertisement or on a date otherwise established by the PSTA Board of Directors, until an award is final, any protest is finally resolved, or the competitive selection process is otherwise concluded, whichever is later.

The purposes of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, until a protest is resolved, or the competitive selection process is otherwise concluded, whichever is later. Nothing herein shall prohibit an offeror from contacting the purchasing division or PSTA's General Counsel to address situations such as clarification and/or questions related to the procurement process, the procedures to file a protest, or the status of a protest.

For the purposes of this paragraph, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with the bidding process through direct or indirect oral or written communication. Lobbying includes such actions whether performed by the offeror itself, any employee of the offeror, the offeror's attorney, agent or other paid or non-paid representative, or any person who performs such actions of behalf or at the behest of the offeror. Further, lobbying includes the attempt to influence Board members while they are performing their functions for other governmental entities (e.g.) a city or Pinellas County).

Any board member, officer, evaluation committee member, employee, agent or attorney who has been lobbied will immediately report the lobbying activity to the Authority's Chief Executive Officer.

15. Verification of Employment Status Certification

In accordance with Florida law, the offeror certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by offeror during the contract term who perform employment duties under any resulting contract to this solicitation and (a) that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to any resulting contract to this solicitation utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

16. Scrutinized Companies Certification

By executing this certification, the contract associated with this solicitation and each and every renewal thereof (if renewal is provided for herein), pursuant to section 287.135, Florida Statutes, the offeror certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) that it does not have business operations in Cuba or Syria, and (d) that it is not participating in a boycott of Israel, and that all such certifications are true as of the time offeror submitted its bid or proposal and as of the effective date of any renewal. Notwithstanding anything contained in this solicitation to the contrary, PSTA may terminate the contract resulting from this solicitation immediately if: (1) the offeror is found to have submitted a false certification regarding (a) – (d) above in accordance with section 287.135(5), Florida Statutes, or (2) the offeror is found to have been placed on the Scrutinized Companies that Boycott Israel List as that term is defined and such list is maintained pursuant to Section 287.135, Florida Statutes, or is otherwise engaged in a boycott of Israel. Such termination shall be in addition to any and all remedies available to PSTA at law. The provisions of this section shall only apply if the contract total is in excess of one million U.S. dollars ($1,000,000.00).

17. Statement Regarding Federal Funding

The offeror recognizes and understands that while no federal funds are currently being used to fund this procurement, if indicated on the Solicitation, Offer, and Award Form (CS-01), PSTA may, in its sole and absolute discretion, elect to use federal funding in the future for purchases made under this procurement.

18. Foreign Country of Concern Disclosure Certification

This certification is applicable if the offer exceeds $100,000.

Pursuant to section 286.101, Florida Statutes, the offeror is required to disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

For purposes of this section, “Foreign Country of Concern" means the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern.

Offeror’s disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Note that within one (1) year before proposing any contract to the Authority, such entity must provide a copy of such disclosure to the Florida Department of Financial Services.

By executing this certification, the offeror certifies that it either has, or will prior to contract award, disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern (CHECK "NONE" IF NONE EXISTS).

NONE

OR

CURRENT OR PRIOR INTEREST WITH FOREIGN COUNTRY OF CONCERN

If this option is selected, in the space below, provide:

- The name and mailing address of the disclosing entity;
- The amount of the contract or gift or grant or the value or the interest disclosed;
- The applicable Foreign Country of Concern;
- The date of the termination of the contract or interest;
- The date of the receipt of the grant or gift;
- The name of the agent or controlled entity that is the source or interest holder; and
- State whether within one (1) year before submitting this offer, such entity provided a copy of the disclosure to the Florida Department of Financial Services.

****
SIGNATURE BLOCK FOR ALL REPRESENTATIONS & CERTIFICATIONS
****

NAME OF OFFEROR & ADDRESS (INCLUDE ZIP & PHONE)

Signature:

Meeting Date: 04/09/2024 Item #10.

TYPE NAME:

DATE:

OFFERORS MUST SET FORTH FULL, ACCURATE AND COMPLETE INFORMATION AS REQUIRED BY THIS SOLICITATION (INCLUDING THIS ATTACHMENT). FAILURE TO DO SO MAY RENDER THE OFFER NONRESPONSIVE OR UNACCEPTABLE.

PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA)
ST. PETERSBURG, FLORIDA

EXHIBIT B
SPECIAL SOLICITATION INSTRUCTIONS and CONDITIONS

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2. Proposal Preparation and Format.....1
3. Evaluation Criteria.....2
4. Evaluation of Proposals and Selection Procedure 3
5. Evaluation of Option Pricing 3
6. Incorporation of Offeror's Proposal.....4

1. Introduction

Pinellas Suncoast Transit Authority (PSTA or the Authority) is an independent special district created by special act of the Legislature in 1984, merging the St. Petersburg Municipal Transit System and the Central Pinellas Transit Authority to provide Pinellas County with a cohesive public transit system. A fleet of 210 buses and 16 trolleys serve 39 fixed routes throughout Pinellas County.

Pinellas County is 280 square miles with approximately 959,107 residents (2020 Census). Pinellas County is located along the west coast of Florida and includes a corridor of smaller beach communities along the Gulf of Mexico. Pinellas County is the second smallest county in the state of Florida; however, it is the most densely populated county in the state and is nearly three times more densely populated than the next closest county.

The Authority serves most of the unincorporated area and 21 of the County's 24 municipalities. This accounts for 98% of the County's population and 97% of its land area. The cities of St. Pete Beach, Treasure Island, Kenneth City, Belleair Beach, and Belleair Shore are not members of the Authority; however, St. Pete Beach and Treasure Island do contract for trolley service.

During fiscal year 2020, PSTA's vehicles traveled a total of 8.1 million revenue miles, providing approximately 663,583 hours of service, and 12.1 million passenger trips.

The Background Information & Response Forms Section (Exhibit H) contains additional detail on the tasks, services, and scope requested to meet PSTA's needs.

2. Proposal Preparation and Format

(a) The following paragraphs detail the instructions and order to be followed in preparing a response to this solicitation. The Authority reserves the right to reject any offer as non-responsive, in its sole and absolute discretion, if the proposal fails to include any of the required information or fails to present the information in the specified order.

(b) Offerors shall submit offers to RFP 360. Offers **must be received** before the time and date on the solicitation cover sheet (Solicitation, Offer and Award Form, CS-01).

(c) Each part of the offer should be clearly labeled and tabbed for easy reference. Offers shall include a "Table of Contents" identifying the page numbers of where to find the various sections included in the proposal. Failure by an Offeror to respond to any of the following requirements may be a basis for elimination from consideration during the evaluation.

(d) To aid in the timely, effective review of all offers, it is required that each Offeror closely follow the content requirements provided in Paragraphs 3 and 4 below.

(e) Offers shall be typed. Offers should be prepared as simply and economically as possible while providing straightforward, concise information of the Offeror's capabilities to satisfy the requirements of this solicitation. Colored displays, promotional material, etc. are neither necessary nor desired. Technical literature about the

Offeror's experience and qualifications must be included. The emphasis should be on completeness and clarity of content. Unnecessarily elaborate proposals or lengthy presentations are not desired.

3. Evaluation Criteria

Proposals will be evaluated based on "Technical Acceptability." A breakdown of points is provided below for 100 Total Maximum Points for "Technical Acceptability." All criteria are important, however, and it would be wrong to assume the criteria listed last are insignificant. In responding to Evaluation Criteria 1 to 7 below, the Offeror should organize its proposal so that the qualifications are clearly illustrated in each of the following categories.

No.	Criteria	Maximum Points
1	Proposed Cost	20
2	Benefit Design Strength	20
3	Provider Network Strength	15
4	Prescription Drug Formulary Strength	15
5	Network Discount Strength	15
6	Customer Service Ability	10
7	Performance Guarantees	5
Total Points		**100**

In the event the above evaluation criteria does not apply to a specific line of proposed coverage, the applicable criteria will be proportionally adjusted. Proposals submitted by Offerors that meet the minimum qualifications, above, will be evaluated for award based on the following "technical" to "price" split. A breakdown of points is provided below.

(1) Technical (80 Total Maximum Points), and
(2) Price (20 Total Maximum Points).

(1) Section 1 – Introduction and Submittals (No Points):

A. A letter of introduction to include:
   (i) A statement of the type of firm, partnership or other teaming arrangement and members. A list and description of ownership, office location, and principal office where the majority of the Authority's work will be performed with contact information,
   (ii) The Solicitation Offer and Award Form,
   (iii) A fully completed Exhibit A.

(2) Section 7 – Price (100 Total Maximum Points).

(a) Price proposals shall be submitted on the Schedule Form (S-01) in Excel format provided by the Authority. Pricing methodologies, other than that provided in the Schedule (S-01), shall not be considered. Requests to modify the pricing schedule should be communicated to the Contracting Officer, as defined in Exhibit F to this solicitation and identified in Block 3 of the solicitation cover sheet (Solicitation, Offer and Award Form, CS-01) within ten (10) days of the solicitation issue, so that the Authority may consider amending the Schedule (S-01) if such change is in the best interest of the Authority.

(3) Section 8 - Exceptions (No Points)

Exceptions to, or variances from, any portion of the solicitation, including the statement of work, contract terms, **(including any supplemental agreements or contract terms, software agreements, or other terms or conditions)** will **not** be considered unless the Offeror specifically identifies them and provides all such terms or variations as part of this section. Exceptions are, however, strongly discouraged and may not be accepted by the Authority**.** Offerors are strongly encouraged to contact the Contracting Officer identified in Block 3 of the solicitation

cover sheet (Solicitation, Offer and Award Form, CS-01) well in advance of the deadline for receipt of questions and offers with any proposed changes to the Authority's terms and conditions.

(4) Section 9 - Promotional Literature (No Points).

This section should contain any promotional literature submitted for informational purposes only.

4. **Evaluation of Proposals and Selection Procedure**

(a) The Authority's Contracting Officer will appoint an evaluation committee to evaluate and score the proposals determined to have met the minimum qualifications specified in paragraph 3, above, on the technical criteria.), in paragraph 3, above.

(b) Proposals may be determined to be "Acceptable," "Potentially Acceptable" (that is, susceptible of being made "Acceptable"), or "Unacceptable." Proposals evaluated as technically "Unacceptable" shall be rejected and will receive no further consideration for award.

(c) The Contracting Officer shall, also, evaluate prices for proposals determined to be "Acceptable" or "Potentially Acceptable." After completing this evaluation, the Contracting Officer may:

(1) Proceed directly to the PSTA Board of Directors to consider awarding a contract based on the evaluation of the initial proposals; or

(2) Seek clarifications and/or request the remaining Offerors to make oral presentations concerning their technical proposals. If oral presentations are required, the Contracting Officer will establish the specific criteria and parameters for oral presentations. Oral presentations shall be used to clarify written proposals and may be evaluated by the evaluation committee; or

(3) Evaluate proposals against all evaluation criteria set forth in the solicitation in order to establish a competitive range of proposals. The Contracting Officer may select one or more Offerors within the competitive range with which to commence negotiations. Negotiations may address either the technical or price proposal, or both. At the conclusion of discussions, the Contracting Officer will set a time and date for the submission of "best and final offers." If an Offeror chooses not to submit a best and final offer, its initial proposal (including price) will be considered its "best and final offer." After the date and time set for receipt of best and final offers, the Contracting Officer will evaluate the best and final offers and may present his/her recommendation for award by PSTA's Board of Directors based upon the total points for both the technical and price components of each best and final offer. The Offerors' initial scores will not be re-calculated based on the received best and final offers. The ultimate decision on the contract award shall be made by PSTA's Board of Directors in its sole and absolute discretion.

(d) The Authority reserves the right to investigate the qualifications of all Offerors under consideration; to confirm any part of the information furnished by an Offeror; and/or to require other evidence of managerial, financial, or technical capabilities that are considered necessary for the successful performance of work under a resulting contract.

(e) Offerors are hereby reminded that the Authority reserves the right to award a contract following evaluation of initial proposals. Offerors should therefore ensure that they submit their best technical and price proposals in their initial proposal submissions.

(f) The Authority shall be the sole judge of Offeror's qualifications.

5. **Evaluation of Option Pricing**

(a) The Authority shall evaluate proposals for award purposes by including the total price for the initial contract term, with any optional terms noted under each; however, the optional terms and any associated optional term pricing may not necessarily be exercised under the contract.

(b) The Offeror must demonstrate the financial capacity to support their ability to provide services on a reimbursement basis.

6. **Incorporation of Offeror's Proposal**

The Authority reserves the right to incorporate the successful Offeror's proposal into any resulting contract, by reference or full text (See Exhibit K). This includes any revisions and supplements through the date set for submission of best and final offers, if applicable.

RFP Overview

Pinellas Suncoast Transit Authority (hereafter referred to as "PSTA") is seeking experienced and qualified firms that demonstrate the highest level of ability to provide the following lines of insurance coverage:

- Medical Insurance
  - Self-Funded Quote
    - Medical Administrative Services Only
    - Pharmacy Benefits Management
    - Stop Loss Insurance
  - Fully Insured Quote
- Dental Insurance
  - Fully Insured Quote
- Vision Insurance
  - Fully Insured Quote
- Life Insurance
  - Fully Insured Quote
    - Basic Life and AD&D
    - Voluntary Life and AD&D
- Employee Assistance Program
  - Fully Insured Quote
- Health Savings Account Administration
- Flexible Spending Account Administration

General Information

SCOPE AND PURPOSE

The specifications include the complete set of requirements and proposal forms. Proposers are strongly encouraged to complete all proposal forms as specified and include the forms with your proposal. Failure to include proposal forms may be grounds for disqualification from this RFP Process.

Intent of RFP

PSTA is soliciting the following lines of insurance: Fully Insured Medical Insurance, Self-Funded Medical Insurance (Medical ASO, PBM, Stop Loss Insurance), Fully Insured Dental Insurance, Fully Insured Vision Insurance, Fully Insured Life Insurance (Basic Life and AD&D and Voluntary Life and AD&D), Employee Assistance Programs, Health Savings Account Administration, and Flexible Spending Account Administration for its employees, officials, retirees, COBRA participants and their families. The Entity's goal is directed toward the highest professional level of service.

CALENDAR

The intended timeline is:

- Release of RFP..... (4/15/2022)
- Deadline for receipt of questions..... (4/29/2022)
- Deadline to receive proposals.....(5/06/2022)
- Initial analysis presented to PSTA..... (5/18/2022)
- Meeting to Approve Recommendations.....(06/25/2022)
- Open Enrollment Period..... (July 2022)
- Plan Effective Date..... (10/01/ 2022)

This timeline is subject to change.

Vendor Requirements

- **Proposal Effective Date**: October 1, 2022

- **Commissions**: All carrier proposals to this RFP must be submitted net of broker commissions.

- **Retirees**: Florida Governmental Retirees must be allowed to continue coverage under PSTA's insurance program as required by Florida Statue 112.08.

- **Reference Requirement:** It is a requirement that all insurance carriers currently provide group insurance to at least two other Municipal entities with at least 1,000 employees. Proposers not able to list two current Municipal entities meeting these requirements as references may be disqualified from consideration.

- **Inquiries**: All questions regarding the document shall be submitted in writing via RFP360.

- **Self-Funded vs Fully Insured Medical Insurance Proposals:**
  - PSTA is seeking both fully insured medical insurance offers as well as self funded medical insurance offers composed of:
    - Medical/Pharmacy ASO Coverage
    - Stop Loss Coverage
  - PSTA is seeking fully insured dental insurance offers
  - PSTA is seeking fully insured vision insurance offers
  - PSTA is seeking fully insured life insurance offers composed of:
    - Basic Life and AD&D Insurance
    - Voluntary Life and AD&D Insurance
  - PSTA is seeking fully insured employee assistance programs.
  - PSTA is seeking Health Savings Account administration offers
  - PSTA is seeking Flexible Spending Account administration offers

- **Wellness Funds**: Proposers are encouraged to include a minimum of $30,000 in wellness funds per year for the duration of the contract. If there are certain criteria for using the wellness funds, please disclose in the RFP. Additionally, the cost for any proposed wellness services included in your offer must not be taken out of the proposed wellness fund.

- **Discretionary Funds:** Proposers are encouraged to include any other discretionary funds that they see fit to both strengthen their offer and benefit PSTA's insurance program.

- **Proposal Data:** Proposers are encouraged to include all data relevant to each line of coverage proposal. For example, carriers should provide the following proposal data:
  - Medical Insurance
    - Proposed Benefits
    - Proposed Pricing
    - Network Disruption Response Data
    - Formulary Disruption Response Data
  - Dental Insurance
    - Proposed Benefits
    - Proposed Pricing
    - Network Disruption Response Data
  - Vision Insurance
    - Proposed Benefits
    - Proposed Pricing
    - Network Disruption Response Data
  - Life Insurance
    - Proposed Benefits
    - Proposed Pricing
  - Employee Assistance Programs
    - Proposed Benefits
    - Proposed Pricing
  - Flexible Spending Account Administration
    - Proposed Benefits
    - Proposed Pricing
  - Health Savings Account Administration
    - Proposed Benefits
    - Proposed Pricing

- **Guarantees**: Proposers are encouraged to include performance guarantees, implementation guarantees, service guarantees, and network discount guarantees.

- **Rate Guarantees**: Proposers are encouraged to include multi-year rate guarantees for any proposed line of coverage.
- **Plan Implementation**: It is a requirement that the proposer awarded this contract provides representative(s) to assist with implementation, open enrollment, employee communications and ongoing assistance with routine plan administration.

- **Employee Communications:** It is the responsibility of all successful proposers to provide the necessary papers, forms, etc., for initial enrollment and also the administration of benefits including but not limited to: brochures outlining schedule of benefits, directories, certificates, claim forms, identification cards, benefit booklets, etc., where applicable.

- **Benefit Administration**: PSTA has retained Bentek for on-line enrollment and electronic administration of the PSTA's benefit programs, Contractor shall have the technological capacity to transmit and accept a HIPAA 834 5010 eligibility file with proper confirmation of receipt and discrepancy reporting.
  - If Contractor has an existing data exchange process with Bentek, that process shall continue including file layouts, timing and method of transmitting data. If Contractor does not have an existing data exchange process with Bentek, Bentek will require that utilization of the Bentek standard file layout and FTP site as the method of data transmission. Eligibility files, including employee terminations, are provided on a per payroll basis.

PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA)
ST. PETERSBURG, FLORIDA
EXHIBIT C
SOLICITATION INSTRUCTIONS AND CONDITIONS
(LOCALLY FUNDED - REQUEST FOR PROPOSALS)

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1. Acknowledgment of Amendments to Request for Proposals

(a) If this solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.

(b) Offerors shall acknowledge receipt of any amendment to this solicitation: (1) by signing and returning the amendment; or (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer. The Authority must receive the acknowledgment by the time and at the place and in the manner specified for receipt of offers through RFP 360.

2. Award of Contract

(a) The contract for this solicitation will be awarded by PSTA's Board of Directors, in its sole and absolute discretion, to the responsible Offeror whose offer, conforming to the solicitation, will be most advantageous to the Authority, price and other factors considered. A responsible Offeror is one who affirmatively demonstrates to the Authority that the offeror has adequate financial resources and the requisite capacity, capability, and facilities to perform the contract within the delivery period or period of performance, has a satisfactory record of performance on other comparable projects, has a satisfactory record of integrity and business ethics, and is otherwise qualified and eligible to receive award under the solicitation and laws or regulations applicable to this procurement.

(b) The Authority reserves the right to reject any or all offers in part or in total for any reason, to accept any offer if considered best for its interest, and to waive informalities and minor irregularities in offers received.

(c) The Authority may accept any item or group of items of any offer, unless the Offeror qualifies the offer by specific limitations. Unless otherwise provided in the solicitation, offers may be submitted for any quantities less than those specified, and the Authority reserves the right to make an award on any item for a unit quantity less than the quantity offered at the unit prices offered unless the Offeror specifies otherwise in the offer.

(d) The PSTA Board of Directors may award a contract based on the offer received from the highest evaluated offeror without discussion.

(e) Any financial data submitted with any offer hereunder or any representation concerning facilities or financing will not

form a part of any resulting contract; provided, however, that if the resulting contract contain[illegible] reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished hereunder is incomplete, inaccurate, or not current.

3. Rights of PSTA in Solicitation Process

PSTA may investigate the qualifications of any Offeror. PSTA may require confirmation of information furnished by a Offeror, and require additional evidence of qualifications to perform the services described in this solicitation. In addition to any rights conveyed by Florida law, PSTA specifically reserves the right to:

(a) Disqualify any Offeror in accordance with the information contained in this solicitation

(b) Reject any or all of the proposals, in its sole and absolute discretion

(c) Remedy errors in the solicitation documents

(d) Cancel the entire solicitation

(e) Issue subsequent solicitation(s) for the same or similar services

(f) Rank firms and negotiate with the highest ranking firm or firms, as determined by PSTA in its sole discretion

(g) Select the proposal(s) it believes will serve the best interest of PSTA

(h) Appoint evaluation committees to review proposals

(i) Seek the assistance of outside technical experts to review proposals

(j) Approve or disapprove the use of particular subcontractors and suppliers

(k) Establish a short list of Offerors eligible for discussions after review of written proposals

(l) Solicit best and final offers (BAFO) as part of its negotiations with an Offeror or multiple Offerors

(m) Determine whether or not an Offeror is a responsible Offeror

(n) Reject any part of a proposal

(o) Negotiate with any, all, or none of the Offerors

(p) Award a contract to one or more Offerors

(q) Accept other than the lowest priced proposal

(r) Request any necessary clarifications or proposal data without changing the terms

(s) Disqualify Offeror(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of the Offeror(s)

(t) Waive any informalities or irregularities in any proposal, to the extent permitted by law

The issuance of this solicitation does not bind or commit PSTA to enter into a contract with any of the offerors and does not create any property interest or expectation of any award.

4. Cancellation of Solicitation

This solicitation may be cancelled by the Authority at any time, whether before or after receipt of offers, in accordance with the Authority's procurement policies. PSTA's Board of Directors reserves the right to reject any and all proposals in whole or in part, to reissue the solicitation, or to cancel the entire solicitation, on such basis as PSTA's Board of Directors deems to be in its best interest to do so.

5. Confidential Data

Each Offeror shall clearly mark each page of its proposal that contains trade secrets or other information which the offeror believes is exempt from disclosure pursuant to Article I, Section 24 of the Florida Constitution and Chapters 119 and 286, Florida Statutes (commonly referred to as the "Sunshine Laws"). If an Offeror fails to clearly mark such information, or marks its entire proposal as a confidential trade secret, the Authority will be under no obligation to treat such information as confidential or exempt under the Sunshine Laws. Evaluation and disclosure of information marked according to the requirements of this section will be determined by the Authority in its sole and absolute discretion and in accordance with the Florida laws, rules and regulations.

6. Discounts

(a) Prompt payment discounts will not be considered in evaluating offers for award, unless otherwise specified in the solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.

(b) In connection with any discount offered for prompt payment, time shall be computed from (1) the date of completion of performance of the services or delivery of the supplies to the carrier if acceptance is at a point of origin, or date of delivery at destination or port of embarkation if delivery and acceptance are at either of these points, or (2) the date the correct invoice or voucher is received in the office specified by the Authority, if the latter is later than the date of performance or delivery. For the purpose of computing the discount earned, payment shall be considered to have been made on the date of the Authority's check.

7. Late Submissions, Modifications and Withdrawals of Offers

(a) Any offer received at RFP 360 after the exact time specified for receipt will not be considered unless it is the only offer received and is received on the date specified for receipt of offers.

(b) Any modification of an offer is considered the new receipt of an offer and is subject to the same conditions as in subsection (a) of this provision.

(c) Offers may not be withdrawn after the deadline specified for receipt of offers.

(d) The only acceptable evidence to establish the date and time an offer was received shall be the date and time the offer was uploaded to RFP 360 as reflected by the Bonfire service.

8. Multiple or Alternate Offers Not Accepted

(a) Definitions.

(1) "Multiple offers" means more than one offer submitted, each satisfying the specific stated requirements of the solicitation.

(2) "Alternate offers" means an offer submitted that may depart from the specific stated requirements of the solicitation.

(b) Unless otherwise specified in this solicitation, Multiple offers or Alternate offers shall not be accepted in response to this solicitation. All Multiple offers or Alternate offers shall be rejected; provided however, that if the Offeror clearly identifies a primary offer, it shall be evaluated and considered for award as though it were the only offer submitted.

9. Pre-Proposal Conference and Questions Concerning the Solicitation

A pre-proposal conference may be held for all interested parties to discuss the solicitation requirements. The date and time for such conference, if any, is set forth on CS-01 (Solicitation, Offer and Award Form) of this solicitation.

Questions and requests for clarification relating to this solicitation, shall be submitted in writing, through RFP 360 or by email, to the contact person identified in Block 3 of the Solicitation Offer and Award form, at least three (3) working days in advance of the scheduled conference to allow sufficient time for responses to be considered and prepared by the Authority.

Questions concerning the solicitation that are not addressed at the conference, if one is held, shall be submitted in writing through RFP 360 no later than five (5) working days in advance of the offer submission due date and time, which is the minimum time required for the Authority's reply to be able to be received by Offerors before the offer submission due date and time and acknowledged as required by the "Acknowledgement of Amendments" clause. Questions received less than five (5) working days in advance of the offer submission due date and time will be responded to only if the Authority determines that the question and its response would have a material and substantive impact on the solicitation.

10. Preparation of Offers

(a) Offerors are expected to examine this entire solicitation, including any schedules, solicitation instructions, special provisions, general provisions, drawings, specifications, statements of work, and any other provisions of, and exhibits to, this solicitation, whether incorporated by reference or otherwise, prior to the submission of offers. Failure to do so will be at the Offeror's risk.

(b) Each Offeror shall furnish the information required by the solicitation. Offerors shall sign and print or type their name on the form provided by the Authority for submitting an offer and each continuation sheet on which they make an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent of the Offeror (other than an officer or a partner of the Offeror) are to be accompanied by evidence of the agent's authority (unless such evidence has been previously furnished to the Authority).

(c) Pricing shall be provided by Offerors in the format required by the Authority. Where property is being offered, the prices offered shall include packing unless otherwise specified. In case of any discrepancy between a unit price and any calculations of extended or total price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Offers for property or services other than those specified in the Schedule (S-01) will not be considered unless specifically authorized in the solicitation.

(e) The Offeror must state a definite time for delivery of property or for performance of services unless otherwise specified in the solicitation. All measurements shall be in the system of weights and measures in common usage in the United States, and pricing shall be in U.S. dollars.

(f) In computing any period of time for the solicitation or any resulting contract, "days" means calendar days, and the day of the event from which the designated period of time begins to run shall not be included, but the last day shall be included unless it is a Saturday, Sunday, or Federal or State of Florida holiday, in which event the period shall run to the end of the next business day.

(g) Offerors are responsible for all costs and expenses incurred preparing and submitting its offer, and participating in the solicitation process. PSTA shall not be responsible to any Offeror for such costs.

11. Submission of Offers and Samples

(a) Offers and modifications thereof shall be submitted via RFP 360 as described in Exhibit B. No other format will be accepted, including but not limited to printed or hand-delivered offers, or electronic offers submitted via email or to any other internet address.

(b) Samples of items, when required, must be delivered to PSTA's administrative offices and submitted within the time specified and, unless otherwise specified in the solicitation, at no expense to the Authority. If not destroyed by testing, samples will be returned at the Offeror's request and expense, unless otherwise specified in the solicitation

12. Access to Records

(a) The Offeror agrees to provide PSTA or any authorized representatives access to any books, documents, papers and records of the Offeror which are directly pertinent to the contract to be awarded for the purposes of making audits, examinations, excerpts and transcriptions.

(b) The Offeror agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(c) The Offeror agrees to maintain all books, records, accounts and reports required under the contract to be awarded for a period of not less than three (3) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case Offeror agrees to maintain same until PSTA or any duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

13. Omission

Notwithstanding the provision of drawings, technical specifications or other data by PSTA, the Offeror shall have the responsibility of supplying all details required to make an accurate proposal of the solutions and/or services offered even though such details may not be specifically mentioned in the specifications.

14. Code of Ethics

With respect to this solicitation, if any Offeror violates or is a party to a violation of the State of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Offeror may be disqualified from performing the work described in this solicitation or from furnishing the goods or services for which the offer is submitted and shall be further disqualified from submitting any future proposals to the Authority.

15. Public Entity Crimes

In accordance with Section 287.133, Florida Statutes, any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as an Offeror, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

16. Protest Procedures

(a) Right to Protest – Any interested party, who wishes to protest a PSTA decision or intended decision concerning a contract award, must file a written notice of protest with the CEO/ED of PSTA within seventy-two (72) hours after either the issuance of the notice of intended decision or the notice of PSTA's decision and must file a formal written protest within ten (10) days after the date of the filing of the notice of protest. For purposes of this section, "Interested Party" means a party that is an actual or prospective Offeror whose direct economic interest would be affected by the award or failure to award the contract at issue, (subcontractors are excluded), who has submitted a timely proposal in response to this procurement solicitation and has a material interest in the decision being protested, who wishes to protest a PSTA decision or intended decision concerning a contract award.

The notice of protest must be signed by the person who signed the Offeror's response to PSTA's procurement solicitation. The notice of protest shall state with particularity the name and address of the protesting party and its relationship to the procurement sufficient to establish that the protest is being filed by an Interested Party. If the notice of protest is submitted electronically, the protester must submit a hard copy to PSTA's CEO/ED within twenty-four (24) hours of submitting the electronic copy.

The formal written protest shall state with particularity the identity of the contact person for the protester, including name, title, address, telephone, fax, and email address; identification of the procurement; the basis of the protest, including the facts and law upon which the protest is based; a statement of the specific relief requested; and a notarized affirmation by the protester (if an individual) or by an owner or officer of the protester (if not an individual) as to the truth and accuracy of the statements made in the protest submittal; and providing any supporting documentation. If the formal written protest is submitted electronically, the protester must submit a hard copy of the executed formal written protest to PSTA's CEO/ED within twenty-four (24) hours of submitting the electronic copy unless the CEO/ED waives such requirement.

Failure to file a notice of protest of failure to file a formal written protest within the time periods set forth above shall constitute a waiver of protest. A notice of protest or a formal written protest will be considered filed when received by PSTA's CEO. A formal written protest may be supplemented if new evidence or information becomes available to the protestor, but in no case will a supplement file more than ten (10) days after the filing of the formal written protest will be considered. All bid protests will be governed by the PSTA's Rules and Regulations.

(b) Providing a Bond – Any firm or person who files a protest shall file with PSTA, at the time of filing the formal written protest, a bond payable to PSTA in an amount equal to one (1) percent of the estimate of the total value of the contract or $5,000, whichever is less. Such bond shall be conditioned upon payment of all costs which may be adjusted against the protestor upon the conclusion of the protest proceedings. If the protest determination is not in favor of the protester, PSTA shall recover all costs, damages and charges incurred by it during the protest, excluding attorneys' fees. Upon payment of such costs and charges by the person or firm protesting the decision or intended decision, the bond shall be returned.

(c) Consideration of Protest – PSTA's CEO/ED will consider all protests of a PSTA de concerning a bid solicitation or a contract award where the protestor has complied with the requirements of subsections (a) and (b) of this section. When the CEO/ED is a member of the committee that makes a recommendation or intended decision, the CEO/ED shall designate a Department Director to consider the protest. The CEO/ED or his/her designee shall not consider any protest presented orally, not presented in a manner complying with subsection (a), or not presented within the time limits set forth in subsection (a). The CEO/ED or his/her designee shall provide the protestor and all other bidders with a written determination of the protest within fifteen (15) days of receiving the formal written protest. The CEO/ED's or his/her designee's decision is final. The CEO/ED or his/her designee may provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days, excluding Saturdays, Sundays and legal holidays, of PSTA's receipt of the formal written protest.

(d) Stay of Procurement During Protests – There shall be no stay of the bid process or the procurement during protests.

(e) Notice to Bidders – Bid tabulations with recommendations will be posted on a bulletin board maintained at PSTA's principal place of business for purposes of posting bid tabulations. Upon receipt of a formal written protest, PSTA will give notice of the protest to all bidders, or if the bid already was awarded at the time the protest was filed with PSTA, only to the successful bidder. When a protest results in a delay of an award of the contract pending the disposition of the protest, the Offeror(s) whose offer(s) might become eligible for award will be requested, before expiration of the time for acceptance of their offers (with consent of sureties, if any) to extend the time for acceptance so as to avoid the need for re-advertisement and re-bidding.

17. Order of Precedence

In the event of any inconsistency between the provisions of the solicitation (including any resulting contract), the inconsistency shall be resolved by giving precedence in the following order:

(1) the Form of Contract (Exhibit K; K-01);
(2) Schedule (Form S-01);
(3) Representations and Certifications (Exhibit A; Form A-02);
(4) Any addenda issued by PSTA;
(5) Special Solicitation Instructions and Conditions (Exhibit B; Form B-01);
(6) Solicitation Instructions and Conditions (Exhibit C; Form C-03);
(7) Special Provisions (Exhibit D; Form D-01);
(8) General Provisions (Exhibit F; Form F-02); and
(9) the Specifications or Statement of Work (Exhibit H; Form H-01);
(10) the Solicitation, Offer, and Award Form (Form CS-01); and

18. Lobbying

Lobbying of any PSTA Board member, officer, evaluation committee member, employee, agent or attorney by a bidder, any member of the bidder's staff, any agent or representative of the bidder, whether compensated or not, or any person employed by any legal entity affiliated with or representing the bidder shall be prohibited on all competitive selection processes and contract awards, including but not limited to requests for proposals, requests for quotations, requests for qualification, invitation for bids, bids or the award of purchasing contracts of any type. Lobbying is strictly prohibited from the date of the advertisement or on a date otherwise established by the Pinellas Suncoast Transit Authority Board of Directors, until either an award is final, any protest is finally resolved, or the competitive selection process is otherwise concluded. The purposes of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, a protest is resolved, or the competitive selection process is otherwise concluded. Nothing herein shall prohibit a bidder from contacting the purchasing division or PSTA's General Counsel to address situations such as clarification and/or questions related to the procurement process or protest. The Pinellas Suncoast Transit Authority Board of Directors, when the award of the bid is within the Board of Directors' authority, shall deem any bidder who violates the provisions of this Paragraph non-responsible and non-responsive, and the bidder's proposal or bid shall not be considered by the evaluation committee or the Board of Directors. When an award of bid is within the CEO/ED's authority, the CEO/ED shall deem any bidder who violates the provisions of this Paragraph non-responsible and non-responsive and the bidder's proposal or bid shall not be considered by the CEO/ED. For the purposes of this Paragraph, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with the bidding process through direct or indirect oral or written communication. Lobbying includes such actions whether performed by the bidder itself, any employee of the bidder, the bidder's attorney, agent or other paid or non-paid representative, or any person who performs such actions on behalf or at the behest of the bidder. Further,

lobbying includes the attempt to influence Board members while they are performi
governmental entities (e.g. a city or Pinellas County).

PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA)
ST. PETERSBURG, FLORIDA

EXHIBIT D
SPECIAL CONTRACT PROVISIONS

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1. Type of Contract

(a) This is a fixed price indefinite quantity, indefinite delivery contract for the supplies and/or services specified elsewhere in the contract.

(b) Except for any limitations on quantities, which may be specified elsewhere in this contract, there is no limit on the number of orders that may be issued. However, the quantities included in this solicitation are estimates only and are not any guarantee of any amount of work under the contract to be awarded.

(c) Orders issued during the effective period of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order.

(d) The contract shall govern the Contractor's and Authority's rights and obligations with respect to that order (all as further defined in Exhibit K to this solicitation), to the same extent as if the order were completed during the contract's effective period.

2. Term of Contract

The term of contract shall be two (2) years from the date of the award of contract, with three (3) one (1) year options to follow.

3. Exercise of Option

(a) The Authority may exercise the option listed on the Schedule (S-01) of this contract by written notice to the Contractor within the term of the contract. If feasible, the Authority shall give the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Authority to an extension, and any absence of notice shall not affect the validity of any exercise of the option to extend the term of this contract.

(b) If the Authority exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) year(s) from contract award.

4. Ordering

(a) Any services to be furnished under this contract shall be obtained by the issuance of orders. The Contracting Officer (as identified in CS-01) and his/her designated representative(s) are the only individuals with the authority to place orders against this contract.

(b) All orders are subject to the terms and conditions of this contract. In the event of conflict between an order and this contract, the contract shall control. In the event an order is issued within the contract term that would require services beyond the contract's effective period, such order shall be completed in accordance with the contract to be awarded and the contract shall be deemed to be extended only for the completion of such order.

(c) Orders may be issued by electronic mail with an attached order.

5. Escalation Clause

(a) All prices are to remain firm for the contract term.

(b) Any escalation in prices thereafter must be requested in writing to the Contracting Officer at least thirty (30) days in advance of the date the change is requested to take effect. One escalation request may be authorized per yearly term, subject to the approval of the Contracting Officer. Nothing contained in this section shall be deemed to alter the requirements in Exhibit F (General Provisions) section titled "Changes" or the limitations of authority to increase the Contract Total without complying with Exhibit F.

(c) Written requests for escalation must include official supplier notices as backup documentation and such supplier notices shall be effective no sooner than thirty (30) days after the requested escalation.

6. **Availability of Funds**

Funds are not presently available for performance under this contract beyond the current fiscal year. The Authority's obligation for performance of this contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Authority for any payment may arise for performance under this contract beyond the current fiscal year, until the Contractor receives notice of availability of funds, in writing, from the Authority.

7. Invoicing and Payment

(a) The Contractor may offer a discount for prompt payment.

(b) Invoices shall be submitted once per month and shall conform to policies or regulations adopted from time to time by the Authority, and shall be submitted in accordance with the Florida Prompt Payment Act, section 218.72, et seq., Florida Statutes. Invoices shall be legible and shall contain, as a minimum, the following information: (1) the contract and order number (if any); (2) a complete itemization of all costs including quantities ordered and delivery order numbers (if any); (3) any discounts offered to the Authority under the terms of the contract; (4) evidence of the acceptance of the supplies or services by the Authority; (5) unique traceable invoice number(s); and (6) any other information necessary to demonstrate entitlement to payment under the terms of the contract. Failure to provide the above critical information may result in the rejection and return of the invoice for resubmission with complete data.

(c) Invoices shall be paid in accordance with the Florida Prompt Payment Act, section 218.72, et seq. To ensure timely processing of payments, all invoices must be sent to the attention of Accounts Payable at AccountsPayable@psta.net or by mail to the following address:

Pinellas Suncoast Transit Authority (PSTA)
Attn: Accounts Payable
3201 Scherer Drive
St. Petersburg, Florida 33716

(d) Progress payments will be allowed where a determination of work performed can be verified by PSTA's Project Manager and where the schedule extends beyond a two-week period. PSTA reserves the right to hold back all or part of payments due until any defective work is corrected or cured. This holdback shall not constitute a breach by PSTA. If defective work

cannot be cured or Contractor refuses to cure defective work upon request by PSTA within a reasonable time as specified herein, PSTA may use the holdback payments as partial liquidated damages for cost and expenses to cure the defective work. However, PSTA has the right to seek additional damages beyond the holdback payments to cure defective work caused by the Contractor to the extent allowed by law.

(e) The Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contract receives from PSTA. The prime contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of PSTA.

8. Warranty of Service

(a) "Acceptance" as used in this clause, means the act of an authorized representative of the Authority by which the Authority assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) "Correction," as used in this clause, means the elimination of a defect.

(c) Notwithstanding inspection and Acceptance by the Authority or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of Acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within forty-five (45) days after discovery of the defect. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or nonconforming services, or (2) that the Authority does not require Correction or re-performance.

(d) For a period of 180 days after the date of Acceptance by PSTA, known hereafter as the “Warranty Period,” Contractor is required to correct or re-perform at no cost to the Authority, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Authority thereby, or make an equitable adjustment in the contract price.

9. Minimum Insurance Requirements

(a) Before performing any contract work, the Contractor shall procure and maintain, during the life of the contract, unless otherwise specified, insurance to be determined by PSTA. The policies of insurance shall be primary and written on forms acceptable to PSTA and placed with insurance companies approved and licensed by the Insurance Department in the State of Florida in accordance with all laws, and meet a minimum financial AM Best rating of no less than:

- “A - Excellent: FSC VII.”

Insurance certificates are to be provided to the Procurement and Contracts Administration Department as part of the bid response.

(b) The following amounts and types of insurance are the minimum requirements of the Contractor. The required policies of insurance shall be performable in Pinellas County, Florida, and shall be construed in accordance with the laws of the State of Florida. PSTA reserves the right but not the obligation to revise any insurance requirement, or reject any insurance coverage which fail to meet the criteria stated herein at any time. PSTA reserves the right to require Contractor to provide and pay for any other insurance coverage PSTA deems necessary, depending upon the possible exposure to liability or loss. These insurance requirements shall not limit the liability of the Contractor. PSTA does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor’s interests or liabilities, but are merely minimums.

(c) To document required insurance is in effect, Certificates of Insurance shall be provided to PSTA during the life of the contract or work performed. No work shall commence under the Contract unless and until the required Certificates of Insurance are provided and approved by PSTA. The required certificates shall be supplied with your proposal, on or within seven (7) calendar days of the Authority’s request.

(d) Required insurance shall be documented by Certificates of Insurance which provide that PSTA will be notified at least 10 days in advance of cancellation, non-renewal or adverse changes. If notice provision is not provided by the insurance

policies, Contractor is responsible for such notification directly to PSTA Procurement and Contracts Administration Department.

(e) Renewal Certificates of Insurance must be provided to PSTA at least 10 days prior to expiration of current coverages so that there shall be no interruption in the service due to lack of proof of insurance coverages required of the Contractor.

Any certificate of insurance evidencing coverage provided by a leasing company for either workers' compensation or commercial general liability shall have a list of employees certified by the leasing company attached to the certificate of insurance. PSTA shall have the right, but not the obligation to determine that the Contractor is only using employees named on such a list to perform work on the jobsite. Should employees not be named be utilized by the Contractor, the Contractor has the option to work without penalty until PSTA identify proof of coverage or removal of the employee by the Contractor occurs, or alternately find the Contractor to be in default and takes over the protective measures as needed.

Should at any time the Contractor not maintain the insurance coverages required of it, PSTA may either cancel or suspend delivery of goods or services as required by Contractor or, at its sole discretion, shall be authorized to purchase such coverage and charge the Contractor for such coverages purchased. PSTA shall be under no obligation to purchase such insurance or be responsible for the coverages purchased or the responsibility of the insurance company/companies used. The decision of PSTA to purchase such insurance coverages shall in no way be construed to be a waiver of its rights. Contractor is responsible for providing or requiring the same insurance and conditions for any subcontractors utilized for this project.

Notices and Certificates shall be issued to:

Pinellas Suncoast Transit Authority
Attn: Procurement Department
Address: 3201 Scherer Drive North,
St. Petersburg, FL 33716

(f) Except for workers' compensation coverage and professional liability coverage, the Contractor's policies shall be endorsed to name "Pinellas Suncoast Transit Authority, Board Members, Officers and Employees" as an additional insured to the extent of PSTA's interests arising from this agreement, contract or lease.

(g) The Contractor is responsible for the amount of any deductibles, self-insurance or self-insured retentions.

(h) Insurance required of the Contractor shall be considered Primary and Non-Contributory, and insurance or self-insurance retention of PSTA shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of PSTA, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

(i) Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the term of this Contract for all employees, subcontractors, or other persons engaged in the work under this contract, and shall not be less than:

Coverage A: Workers Compensation	Statutory benefits
Coverage B: Employers Liability	$1,000,000 Limit Each Accident $1,000,000 Limit Disease Aggregate $1,000,000 Limit Disease Each Employee

(j) Commercial General Liability insurance with Occurrence Form shall be maintained by the Contractor. Coverage shall include bodily injury and property damage liability for premises, operations, products and completed operations, personal & advertising injury, independent contractors, contractual liability covering this agreement, contract or lease, and broad form property damage with the following minimum limits:

- $1,000,000 each occurrence for bodily injury and property damage
- $5,000,000 general aggregate
- $1,000,000 products completed operations aggregate
- $1,000,000 personal & advertising injury

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability Policies of the Insurance Services Office. Excess or Umbrella Insurance Coverage may be used to make up the difference between the policy limit of the underlying policy and the total amount of coverage required.

(k) Business Automobile Liability Insurance with Occurrence Form shall be maintained by the Contractor for the ownership, maintenance and use of all its owned, non-owned, leased or hired vehicles with limits of not less than:

- $1,000,000 Combined Single Limit Each Accident Bodily Injury and Property Damage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Business Auto Policies of the Insurance Services Office. Excess or Umbrella Insurance Coverage may be used to make up the difference between the policy limit of the underlying policy and the total amount of coverage required.

(l) Umbrella Liability Insurance or Excess Liability Insurance, if used to reach the limits of liability required, shall be follow form any underlying insurance and in compliance with underlying requirements, including Additional Insured Provisions.

OTHER PROVISIONS

- Project Specific Aggregate/Per Job Aggregate/Per Location Aggregate Provides that the General Aggregate applies separately to the project under contract.

- Waiver of Subrogation
  All of Contractor's insurance policies, except Professional Liability, will waive rights of recovery against the PSTA.

- Cyber Liability
  Required for products or services that involve website or other electronic data or systems to include Data Breach, Media content, Privacy Liability, and Network Security. Contractor shall maintain limits of:

  - $1,000,000 per occurrence.

  If coverage is claims-made, the retroactive date shall be prior or equal to the effective date of any contract with PSTA. The coverage shall include a "tail" or Discovery, or continuous renewal of coverage for a period of three (3) years following the completion of the project.

- Crime/Employee Dishonesty/Employee Fidelity Bond Coverage –Crime/Employee Dishonesty/Fidelity insurance is to be purchased or extended to cover Dishonest Acts of the Contractor's employees on PSTA's premises resulting in the loss to PSTA. Dishonest Acts include theft of monies, securities, vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

10. Key Personnel

The Contractor shall not remove or reassign any key personnel without submitting a written request to and obtaining written consent from the Contracting Officer prior to taking such action. However, the Contractor shall, if requested to do so by the Contracting Officer, remove or reassign any key personnel not acceptable to the Authority. For performance of this contract, the key personnel are those persons whose names are specified in the offeror's proposal.

11. Contract Identification Number

The contract number shall be clearly displayed on all correspondence, invoices and submittals.

PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA)
ST. PETERSBURG, FLORIDA
EXHIBIT F
GENERAL PROVISIONS

(SERVICES CONTRACT)

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1. Definitions

As used throughout this solicitation, the following terms shall have the meaning set forth below:

(a) The term “Contract” means the contract to be awarded as a result of this solicitation, which shall consist of the Contract Documents as defined in Exhibit K.

(b) The term "Contracting Officer" means the person identified on the Exhibit CS-01 (Solicitation, Offer and Award Form) to this solicitation as executing the Contract on behalf of the Authority or his/her duly appointed successor; and the term includes, except as otherwise provided in the Contract, the authorized representative of the Contracting Officer acting within the limits of his/her authority.

(c) The term “Contract Documents” shall mean and refer to all documents defined in Exhibit K which shall include this solicitation and all schedules and exhibits attached hereto, including all duly executed and issued addenda, Contractor’s Best and Final Offer (BAFO), if any, and Contractor’s proposal in response to the solicitation.

(d) The term “Contractor” shall have the same meaning as defined in the agreement (Exhibit K) to this solicitation.

2. Changes

(a) The Contracting Officer may, at any time, by written order, make changes within the [illegible] performed. However, no such change shall serve to increase the maximum contract amount as approved by PSTA's CEO (for all contracts under $100,000) or awarded by PSTA's Board of Directors (for all contracts exceeding $100,000) ("Contract Total"), nor to give the Contractor a claim for any compensation that would exceed the Contract Total, nor to increase the Contract term as set forth in Exhibit D. In the event any change would result in an increase in the Contract Total or Contract term, Contractor shall notify PSTA within seven (7) days in writing. The written notice shall state in all capital, bold letters that the change order would result in an increase in the Contract Total and/or Contract term and shall include a statement outlining the reasons for the change, a complete description of the change, and detailed description of all matters related thereto. Such notice must be submitted and approved by PSTA's Board of Directors at a duly noticed public meeting prior to performing any work contemplated by the change order. Contractor waives any claims for additional compensation or an increase of the Contract Time for any work it performs prior to approval of a change order by PSTA in accordance with this provision,

(b) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Contracting Officer and no such additional costs or fees shall serve to increase the Contract Total.

3. Excusable Delays

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform the Contract under its terms if the failure arises from a force majeure beyond the control and without the fault or negligence of the Contractor. For purposes of this section, a "Force Majeure" shall mean: (1) acts of God or of the public enemy, (2) acts of the Authority solely in either its sovereign or proprietary capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather such as hurricanes. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor, provided that the parties stipulate that Force Majeure shall not include the novel coronavirus COVID-19 pandemic which is ongoing as of the date of the execution of this Contract.

(b) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the schedule of services may be revised subject to all other rights of the Authority under the Contract.

(c) For the avoidance of doubt, Force Majeure shall not include (1) financial distress or the inability of Contractor to make a profit or avoid a financial loss; (2) changes in market prices or conditions; or (3) a Contractor's financial inability to perform its obligations hereunder. The obligations of the party affected by the event of Force Majeure (the "Affected Party") shall be suspended, to the extent that those obligations are affected by the event of Force Majeure, from the date the Affected Party first gives notice in respect of that event of Force Majeure until cessation of that event of Force Majeure (or the consequences thereof).

(d) The Affected Party shall use commercially reasonable efforts to resume, with the shortest possible delay, compliance with obligations under this Contract. Upon the cessation of the event of Force Majeure, the Affected Party shall promptly give notice to the other party of such cessation. If an event of Force Majeure shall continue for more than thirty (30) consecutive calendar days, then the other party shall have the right to terminate this Contract without penalty.

4. Examination and Retention of Records

(a) If this is a cost-reimbursement type, incentive, time and materials, labor hour, or price re-determinable contract, or any combination thereof, the Contractor shall maintain, and the Contracting Officer shall have the right to examine, all books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of the Contract. Such right of examination shall include inspection at all reasonable times at the Contractor's plants, or such parts thereof, as may be engaged in or maintain records in connection with the performance of the Contract.

(b) If the Contractor submitted certified cost or pricing data in connection with the pricing of the Contract or if the Contractor's cost of performance is relevant to any change or modification to the Contract, the Contracting Officer shall have the right to examine all books, records, documents, and other data of the Contractor related to the negotiation, pricing, or performance of such contract, change, or modification for the purpose of evaluating the costs incurred and the accuracy, completeness, and currency of the cost or pricing data submitted. The right of examination shall extend to all documents necessary to permit adequate evaluation of the costs incurred and the cost or pricing data submitted, along with the computations and projections used therein.

(c) The materials described in (b) and (c), above, shall be made available at the office of the times for inspection, audit, or reproduction until the expiration of three (3) years from the date of final payment under the Contract, except that:

(1) if the Contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any termination and final payment; and

(2) records which relate to appeals under the Disputes Clause of the Contract or litigation, or the settlement of claims arising out of the performance of the Contract, shall be made available until such appeals, litigation, or claims have been fully and finally resolved.

(d) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (d), in all subcontracts exceeding $10,000 hereunder, altered to reflect the proper identification of the contracting parties and the Contracting Officer under the prime contract.

5. Independent Contractor

The Contractor at all times shall be an independent contractor. The Contractor shall be fully responsible for all acts and omissions of its employees, contractors, subcontractors, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor or supplier of the Contractor and the Authority by virtue of the Contract. No provision of the Contract shall be for the benefit of any party other than the Authority and the Contractor.

6. Composition of Contractor

If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

7. Subcontractors and Outside Consultants

(a) Any subcontractors and outside associates or consultants required by the Contractor in connection with the services covered by the Contract will be limited to such individuals or firms as were specifically identified and agreed to by the Authority in connection with the award of the Contract. Any substitution in such subcontractors, associates, or consultants will be subject to the prior approval of the Contracting Officer.

(b) The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment whether initially or as a substitute), against whom PSTA may have reasonable objection. A subcontractor or other person or organization identified in writing to PSTA by Contractor prior to the Notice of Award and not objected to in writing by PSTA prior to the Notice of Award will be deemed acceptable to PSTA. Acceptance of any subcontractor, other person or organization by PSTA, shall not constitute a waiver of any right of PSTA to reject defective work. If PSTA after due investigation has reasonable objection to any subcontractor, other person or organization proposed by the Contractor after the Notice of Award, Contractor shall submit an acceptable substitute and the contract price shall not, however, be adjusted. The Contractor shall not be required to employ any subcontractor, other person or organization against whom Contractor has reasonable objection.

(c) The Contractor shall be fully responsible for all acts and omissions of its/his/her subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in the Contract Documents shall create any contractual relationship between PSTA and any subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of PSTA to pay or to see to the payment of any monies except as may otherwise be required by law. PSTA may furnish to any subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to Contractor on account of specific work done.

(d) All work performed by a subcontractor will be pursuant to an appropriate agreement between the Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of PSTA.

8. Compliance with Public Records Law

Pursuant to section 119.0701, Florida Statutes, for any tasks performed by the Contractor on behalf of PSTA, the Contractor shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by PSTA to perform the work contemplated by the Contract; (b) upon request from PSTA's custodian of public records, provide PSTA with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Contract and following completion or termination of the Contract, if the Contractor does not transfer the records to PSTA in accordance with (d) below; and (d) upon completion or termination of the Contract, (i) if PSTA, in its sole and absolute discretion, requests that all Public Records in possession of the Contractor be transferred to PSTA, the Contractor shall transfer, at no cost, to PSTA, all Public Records in possession of the Contractor within thirty (30) days of such request or (ii) if no such request is made by PSTA, the Contractor shall keep and maintain the Public Records required by PSTA to perform the work contemplated by the Contract. If the Contractor transfers all Public Records to PSTA pursuant to (d)(i) above, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to PSTA and provide PSTA with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If the Contractor keeps and maintains Public Records pursuant to (d)(ii) above, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to PSTA, upon request from PSTA's custodian of public records, in a format that is compatible with the information technology of PSTA. If the Contractor does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, PSTA may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which the Contractor is acting on behalf of PSTA.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone number: 727-540-1806 E-mail address: Records@psta.net Mailing address: Attn: Public Records Department 3201 Scherer Drive N. Saint Petersburg, Florida 33716

9. Inspection

(a) "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the Services under the Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Authority during Contract performance and for as long afterwards as the Contract requires.

(c) The Authority has the right to inspect and test all Services called for by the Contract, to the extent practicable, at all times and places during the term of the Contract. The Authority shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the Services do not conform with the Contract Documents, the Authority may, in addition to all other remedies available, require the Contractor to perform the Services again in conformity with Contract requirements, at no increase in Contract Total. When the defects in Services cannot be corrected by reperformance, the Authority may (1) require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; (2) reduce the Contract price to reflect the reduced value of the services performed; or (3) proceed with all other remedies available under the Contract Documents, at law, or in equity.

10. Notice of Labor Disputes

(a) If the Contractor has knowledge that any actual or potential labor dispute is delaying or [illegible] performance of the Contract, the Contractor immediately shall give notice, including all relevant information, to the Contracting Officer.

(b) The Contractor agrees to insert the substance of this clause, including this paragraph (b), in any subcontract under which a labor dispute may delay the timely performance of the Contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the Contractor, as the case may be, of all relevant information concerning the dispute.

11. Licenses and Permits

The Contractor shall, without additional expense to the Authority, be responsible for obtaining any necessary licenses, permits, and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to the performance of the work or to the products or services to be provided under the Contract including, but not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

12. Compliance with the Law

The Contractor shall comply with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in the Contract Documents that, in any manner, could bear on the Contract or the work to be performed under the Contract. PSTA will communicate directly with Contractor's representative and shall have no authority to direct, oversee, or instruct Contractor's employees, subcontractors, or any other individuals performing work under the Contract. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by PSTA in the Contract Documents shall be construed as an oversight and shall not relieve the Contractor of its obligations to comply with such laws fully and completely. Upon request, the Contractor shall furnish to PSTA certificates of compliance with all such laws, orders and regulations.

13. Federal, State, and Local Taxes

The Authority is exempt from Florida state and local sales and use taxes, and any such taxes included on any invoice or voucher received by the Authority shall be deducted from the amount of the invoice or voucher for purposes of payment.

14. Publicity Releases

All publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning the Contract or the work hereunder which the Contractor or any of its subcontractors desires to make for purposes of publication in whole or in part, shall be subject to approval by the Contracting Officer prior to release.

15. Interest of Public Officials

The Contractor represents and warrants that no employee, official, or member of the Board of the Authority is or will be pecuniarily interested or benefited directly or indirectly in the Contract. The Contractor further represents and warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any employee, official, or member of the Board of the Authority with a view toward securing favorable treatment in the awarding, amending, or evaluating the performance of the Contract. For breach of any representation or warranty in this clause, the Authority shall have the right to annul the Contract without liability and/or have recourse to any other remedy it may have at law.

16. Civil Rights

(a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Equal Employment Opportunity.

(1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable

equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) r... Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

17. Soliciting or Accepting Gifts

Pursuant to section 112.3148(3), Florida Statues, no PSTA employee shall solicit anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action.

18. Prohibited Interest

No member, officer, or employee of PSTA or of a local public body during his/her tenure or two (2) years thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof, except as provided by law.

19. Termination

The Contract may be terminated with or without cause in accordance with the provisions below.

(a) Termination for Convenience: For and in consideration of $10.00, if PSTA determines that it is in its best interest to do so, PSTA may terminate the Contract without cause upon thirty (30) days' written notice to the Contractor. If PSTA terminates the Contract pursuant to this subsection, Contractor shall promptly submit to PSTA its costs to be paid on work performed up to the time of termination. If the Contractor has any property belonging to PSTA in its possession, Contractor shall account for the same and dispose of it as directed by PSTA.

(b) Termination for Default: PSTA may terminate the Contract for cause at any time immediately upon written notice to the Contractor, if: (1) the Contractor fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (2) the Contractor fails to perform in the manner called for in the Contract Documents; or (3) the Contractor does not provide services in accordance with the requirements of the specifications in the Contract Documents. In its sole discretion, PSTA may allow the Contractor an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, PSTA's written notice of termination to the Contractor shall state the time period in which cure is permitted and other appropriate conditions, if applicable. Should the Contract be terminated by PSTA for cause under this Section, Contractor shall be liable for all expenses incurred by PSTA in reprocuring elsewhere the same or similar items or services offered by Contractor. Any such termination for default shall not in any way operate to preclude the Authority from also pursuing all available remedies against Contractor and its sureties for said breach or default. The Contractor may terminate the Contract for cause if PSTA fails to fulfill or abide by any duties or conditions specified in the Contract Documents, provided that Contractor must first provide notice of the alleged breach to PSTA and give PSTA thirty (30) days written notice to cure the alleged breach. If PSTA cures the alleged breach or is making a good faith effort to cure said breach during the thirty (30) day cure period, Contractor may not terminate the Contract.

(c) If it is later determined by the Authority that the Contractor's failure to perform is a [illegible] Authority may, in its sole and absolute discretion, may allow Contractor to continue performance under a new time for performance or treat the termination as if terminated without cause under Paragraph 19(a) above.

(d) In the event PSTA, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Contractor under the Contract, PSTA shall notify Contractor of such occurrence and the Contract shall terminate on the last day of the current fiscal period without any penalty or expense to PSTA.

20. Resolution of Contract Claims and Disputes

(a) Claims and Disputes Authority to Resolve. All claims or disputes by the Contractor against the Authority relating to the Contract shall be submitted in writing to the designated Contracting Officer for a determination in accordance with this Section.

(b) Definition. Claims and disputes include controversies raised by the Contractor arising under the Contract and those based upon breach of contract, mistake, misrepresentation or other cause of contract modification, termination or rescission.

(c) Notice of Claim or Dispute. The Contractor shall submit a notice of claim or dispute to PSTA in writing within ten (10) days of issue giving rise to claim or dispute. The date of the issue shall include when the Contractor knew of the issue or should have known of the issue that gave rise to the claim or dispute.

(d) Notice Requirements. The notice of claim or dispute shall include at a minimum:

(1) the notice of claim or dispute shall be titled "Notice of Contract Claim" or "Notice of Contract Dispute";

(2) name and address of the Contractor;

(3) name of the attorney and firm representing Contractor, if applicable;

(4) identification of the Contract; and

(5) reason(s) for the claim or dispute.

(e) Failure to Timely Submit Notice. Failure to submit the notice of claim or dispute within ten (10) days of the issue that gave rise to the dispute or claim will result in the claim or dispute being rejected by the Authority without further consideration. The date of the issue shall include when the Contractor knew of the issue or should have known of the issue that gave rise to the claim or dispute.

(f) Delivery. A Notice of claim or dispute shall be sent via hand delivery or certified mail. **Electronic forms of delivery are not an acceptable means of delivery.** The Contractor is solely responsible for verifying that the notice of claim or dispute was received in a timely manner. Notice of claim or dispute should be addressed to:

Pinellas Suncoast Transit Authority
Attention: Chief Executive Officer
3201 Scherer Drive
St. Petersburg, Florida 33716

(g) Timeline for Formal Written Claim or Dispute. The formal written claim or dispute shall be filed within seven (7) days after the date the notice of claim or dispute is timely filed. Failure to submit the formal written claim or dispute within seven (7) days will result in the claim or dispute being rejected by the Authority without further consideration.

(h) Written Claim or Dispute Requirements. The formal written claim or dispute shall include at a minimum:
(1) the formal written claim or dispute shall be titled "Formal Written Contract Claim or Dispute";

(2) name and address of the Contractor;

(3) name of the attorney and firm representing Contractor, if any;

(4) identification of the solicitation;

(5) reason(s) for the claim or dispute;

(6) requested relief;

(7) the claim or dispute must demonstrate how the Contractor has been aggrieved as a result of the Authority's action or inaction and shall include the facts, argument(s), and the law upon which the claim or dispute is made;

(8) documents to substantiate the basis or ground for the claim or dispute.

(i) No Further Consideration. Any documents, basis or ground(s) for the claim or dispute not set forth or provided in the formal written contract claim or dispute required under this provision shall be deemed waived.

(j) Written Determination. The Contracting Officer shall issue a decision in writing within ten (10) days of the timely submission of the formal written claim or dispute and shall mail it to the Contractor. The decision shall state the reasons for the decision reached.

(k) Administrative Remedies. This process is considered to be an administrative remedy and all Contractors agree to exhaust their administrative remedies under the Authority policies prior to seeking judicial relief of any type in connection with any matter related to the claim or dispute.

(l) Continue with Work. Unless otherwise directed by PSTA, Contractor shall continue performance under the Contract while matters in dispute are being resolved.

21. Assignment

The terms and provisions of the Contract Documents shall be binding upon PSTA and Contractor, their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. However, the rights and obligations of the Contractor may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without PSTA's prior written consent. The Contractor may subcontract a portion of its obligations to other firms or parties but only after having first obtained the written approval of the subcontractor by PSTA. PSTA may assign its rights and obligations under the Contract Documents to any successor to the rights and functions of PSTA or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent PSTA deems necessary or advisable under the circumstances.

22. Governing Law

(a) The Contract Documents shall be governed by, construed and interpreted in accordance with the laws of the State of Florida. Contractor consents to jurisdiction over it and agrees that venue for any state action shall lie solely in the Sixth Judicial Circuit in and for Pinellas County, Florida, and for any state actions shall lie solely in the U.S. District Court, Middle District of Florida, Tampa Division.

(b) If any one or more of the provisions of the Contract Documents shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and the Contract Documents shall be treated as though that portion had never been a part thereof.

23. Ownership of Information

(a) All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the Contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under the Contract shall be and remain the property of the PSTA and shall be delivered to PSTA upon thirty (30) days' notice from PSTA. With respect to software computer programs and/or source codes developed for PSTA, the work shall be considered "work for hire", i.e., PSTA, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of law, be a work made for hire in accordance with the terms of the Contract, the Contractor or subcontractor agrees to assign to PSTA all right,

title and interest in and to any copyright, and PSTA shall have the right to obtain and hold in [illegible] registrations and any other proprietary rights that may be available.

(b) Should the Contractor anticipate bringing pre-existing intellectual property as part of its work under the Contract, the intellectual property must be identified in the Contractor's proposal. Otherwise, the language in the first paragraph of this section prevails. If the Contractor identifies such intellectual property ("Background IP") in its proposal, then the Background IP owned by the Contractor as of the effective date of the Contract, as well as any modifications or adaptations thereto, remain the property of the Contractor. However, upon the Notice of Award, the Contractor or subcontractor shall grant PSTA a non-exclusive, royalty free license to use any of the Contractor's/subcontractor's Background IP delivered to PSTA for the purposes contemplated by the Contract.

24. Standards of Performance

The Contractor shall perform all services required by the Contract Documents in accordance with high professional standards prevailing in the Contractor's field of work.

25. Suspension of Work

(a) The Contracting Officer may order the Contractor in writing to suspend all or any part of the work for such period of time as he or she may determine to be appropriate for the convenience of the Authority.

(b) Contractor shall not be entitled to any claim for additional compensation or damages on account of hindrances or delays in the work from any cause whatsoever, including any delays or hindrances caused by PSTA suspending all or any part of the work to be performed.

26. Removal of Contract Personnel

(a) The Contractor and any subcontractor acknowledge that any person assigned to work under the Contract must perform their duties so as to not unduly impair Contract performance. By assigning a person to work under the Contract, the Contractor agrees to be responsible for the behavior of that person during Contract performance.

(b) The Contractor acknowledges that the Authority has the right to require the removal of any Contractor or subcontractor employee that the Contracting Officer determines, at his/her sole discretion, to be negatively affecting performance of work under the Contract. Examples of such behavior include: (1) conduct which poses a threat to the safety of anyone working under the Contract; (2) conduct which is disruptive to Contract performance; (3) careless work performance; and (4) other behavior determined by the Contracting Officer to be objectionable or unduly hindering Contract performance.

(c) Upon receipt of written notice from the Contracting Officer that a person's behavior is unduly impairing Contract performance, the Contractor agrees to remove that person from doing any further work on the Contract, and to cause that person to be removed from the worksite. The Contractor agrees that it is not entitled to any additional costs it may incur as a result of the removal of the person named by the Contracting Officer.

PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA) ST. PETERSBURG, FLORIDA

EXHIBIT H

Background Information & Response Forms

Contents

Background & Underwriting Information
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RFP Attachment

Background & Underwriting Information

BACKGROUND SUMMARY

Carrier History and Funding Arrangement History:

Medical Insurance - PSTA has fully insured their medical/pharmacy benefits programs with Cigna as their carrier since October 1, 2013. Prior to October 1, 2013, UnitedHealthcare was the incumbent Medical carrier. Effective October 1, 2015, PSTA transitioned from a traditional fully insured funding arrangement to a minimum premium funding arrangement with Cigna. PSTA's medical plan is currently fully insured.

Dental Insurance - PSTA has fully insured their dental benefits program with Cigna as their carrier since October 1, 2013. Prior to October 1, 2013, Assurant was the incumbent dental carrier.

Vision Insurance - PSTA has fully insured their dental benefits program with Superior Vision since October 1, 2013. Prior to October 1, 2013, Ameritas was the incumbent vision carrier.

Life Insurance - PSTA has fully insured their life insurance program with Ochs since October 1, 2013. Prior to October 1, 2013, The Standard was the incumbent vision carrier.

Employee Assistance Program - PSTA has offered an employee assistance program through Cigna since April 1, 2019. Prior to April 1, 2019, Morneau Shepell was the incumbent EAP carrier.

Flexible Spending Account and Health Savings Account Administration - PSTA's current FSA and HSA administrator is Cigna/H.S.A bank.

***Please note, both bundled carrier proposals for multiple lines of coverage as well as stand alone proposals for coverage will be considered.

Plan Design Offering History:

Medical/Rx Insurance - On October 1, 2017, PSTA began offering triple medical plan option consisting of a High Deductible Health Plan, a Base In Network Only Plan, and a Buy Up In Network Only Plan. Prior to October 1, 2017, PSTA offered the Buy Up In Network Only Plan option as a single option. PSTA's medical insurance consists of 4-tier medical premiums (EE Only, EE + Spouse, EE + Child(ren), EE + Family).

Dental Insurance - PSTA has historically offered a DHMO and a DPPO plan to its employees. PSTA's dental insurance consists of a 3-tier dental premium (EE Only, EE + One, EE + 2 or More)

Vision Insurance - PSTA has historically offered a single option Vision Insurance plan. PSTA's vision insurance consists of a 2-tier vision premium (EE Only, EE + Family)

Life Insurance - PSTA has historically offered a basic life insurance benefit of 1x salary to a maximum of $200,000 in increments of $1,000. PSTA's basic life insurance rates are on a per $1,000 of coverage basis. PSTA has historically offered a voluntary life insurance benefit of 1x salary or 2x salary in increments of $1,000 up to $300,000. PSTA's voluntary life insurance consists of age banded life rates for employees per $1,000 of coverage, ad&d rates per $1,000 of coverage, a flat child rate $1,000 of coverage, and a flat monthly spouse and dependent rate/unit of coverage per month (this benefit is for grandfathered employees only elected prior to 10/2014.

Employee Assistance Program - PSTA has historically offered an EAP program consisting of 5 sessions per member per issue per year with 6 hours of onsite trainings included.

H.S.A/F.S.A - PSTA's H.S.A administration fee is included in their High Deductible Health Plan Rates. Medical proposers proposing H.S.A administration must advise whether their proposed HDHP rates include H.S.A fees or not. Both PSTA's H.S.A fee and F.S.A fee are structured on a per enrollee per month basis.

***The City's current complete schedule of benefits are available in the attachments section in the response form sections of this RFP.

Plan Designs (desired proposer plan designs):

Contractor shall match all benefits for all lines of coverage as closely as possible.

For medical insurance proposers, Contractor shall provide the same self-funded plan designs as fully insured plan designs for comparison purposes.

Plan Funding Arrangements (desired proposer funding arrangement offerings):

Medical/Rx - PSTA is soliciting both a fully insured proposal as well as a self-funded proposal. Fully insured medical proposals with shared returns, minimum premium, level funded, etc. funding arrangements will also be considered. Medical carriers proposing self-funded coverage are expected to provide self-funding premium equivalents, ASO fees, Stop Loss Fees, as well as estimated Rx rebates in their proposal (if applicable).

Dental, Vision, Life, EAP, HSA, FSA - Fully Insured Only

Claims Experience Data Provided

The following data will be provided for your underwriting team's consideration:

- Medical Claims Experience Data (Including High Claims and Enrollment History)

- Dental Claims Experience Data (Including Enrollment History)

- Life Insurance Claims Experience

- EAP Utilization Reports

*****Please note, the group's incumbent vision carrier does not rate the group based on their experience, and therefore the data is omitted from this RFP.

Current Rates & PSTA Employee Contributions:

Medical Rates

PSTA has historically kept the HDHP employee costs as low as possible to incentivize enrollment into its plan.

Medical In Network Only Base Plan (Plan 2)	ER/Month	EE/Month	Total/Month
Employee	$1,230.09	$77.72	$1,307.81
Employee + Spouse	$1,417.52	$586.89	$2,004.41
Employee + Child	$1,337.33	$345.06	$1,682.39
Employee + Family	$1,465.25	$731.05	$2,196.30
Medical In Network Only Buy Up Plan (Plan 1)	ER/Month	EE/Month	Total/Month
Employee	$1,221.89	$188.70	$1,410.59
Employee + Spouse	$1,376.80	$786.15	$2,162.95
Employee + Child	$1,312.00	$503.13	$1,815.13
Employee + Family	$1,415.29	$954.90	$2,370.19
Medical High Deductible Health Plan (Plan 3)	ER/Month	EE/Month	Total/Month
Employee	$1,157.55	$0.00	$1,157.55
Employee + Spouse	$1,472.70	$299.99	$1,772.69
Employee + Child	$1,338.31	$149.99	$1,488.30
Employee + Family	$1,592.13	$350.00	$1,942.13

Health Savings Account Funding

PSTA funds the following amounts into an employee's HSA who enrolls in the High Deductible Health Plan

H.S.A Funding in High Deductible Health Plan	ER/Year
Employee	$300.00
Employee + Spouse	$425.00
Employee + Child	$425.00
Employee + Family	$550.00

Dental Rates

PSTA funds the DHMO employee only rate to all plans and tiers.

Dental - DMO	ER/Month	EE/Month	Total/Month
Employee	$15.26	$0.00	$15.26
Employee + 1	$15.26	$10.48	$25.74
Employee + Family	$15.26	$28.12	$43.38
Dental - PPO	ER/Month	EE/Month	Total/Month
Employee	$15.26	$9.70	$24.96
Employee + 1	$15.26	$33.48	$48.74
Employee + Family	$15.26	$70.00	$85.26

Vision Rates

PSTA funds the Vision employee only rate to all plans and tiers.

Vision	ER/Month	EE/Month	Total/Month
Employee	$4.41	$0.00	$4.41
Employee + Family	$4.41	$7.14	$11.55

Employee Assistance Program Rates

- PSTA funds 100% of the EAP program cost at $1.71 per enrollee per month

Life Insurance Program Rates

- PSTA funds 100% of the Basic Life and AD&D Premium cost at $0.250/$1,000 of coverage.

- Voluntary Life Rates below:

Age Banded Rates/$1,000	
< 29	$0.1100
30-34	$0.1100
35-39	$0.1300
40-44	$0.1700
45-49	$0.2500
50-54	$0.3900
55-59	$0.6800
60-64	$0.9200
65-69	$1.4300
70-74	$1.8700
Supplemental AD&D	$0.0350
Child Life / $1,000	$0.1300
Spouse and Dependent/Family unit/month*	$1.7800
*Benefit Only available to grandfathered employees (Elected prior to October 2014)	

Health Savings Account and Flexible Spending Account Administration Rates

- H.S.A Fee - $4.50 per enrollee per month, included in group's HDHP premium rates.

- F.S.A Fee - $5.79 per enrollee per month (Limited Purpose Spending Account admin/Health Care Flexible Spending Account admin, dependent care included at no cost)

Other Important Information for Underwriting

- Retirees pay 100% of the premium for any coverage they are enrolled in (Medical/Dental/Vision).

- Complete 5 Year Rate History included in attachments section of this RFP.

- Renewal Rates are not yet available at the time of release of this RFP.

- PSTA's plan is currently minimum premium. Under this arrangement, PSTA pays fixed costs on a monthly basis as well as claims costs up to a maximum amount.

Complete Rate History

Rate History	2017/2018	2018/2019	2019/2020	2020/2021	Current - 2021/2022
Medical Insurance					
Base Plan (Plan 2)					
Employee Only	$1,029.13	$1,135.69	$1,185.95	$1,245.23	$1,307.81
Employee + Spouse	$1,577.29	$1,740.61	$1,817.64	$1,908.49	$2,004.41
Employee + Child(ren)	$1,323.89	$1,460.97	$1,525.63	$1,601.88	$1,682.39
Employee + Family	$1,728.28	$1,907.24	$1,991.65	$2,091.20	$2,196.30
Buy Up Plan (Plan 1)					
Employee Only	$1,110.19	$1,225.15	$1,279.37	$1,343.09	$1,410.59
Employee + Spouse	$1,702.32	$1,878.60	$1,961.74	$2,059.45	$2,162.95
Employee + Child(ren)	$1,428.58	$1,576.51	$1,646.28	$1,728.27	$1,815.13
Employee + Family	$1,865.43	$2,058.60	$2,149.70	$2,256.77	$2,370.19
High Deductible Health Plan (Plan 3)					
Employee Only	$980.96	$1,029.91	$1,075.49	$1,102.37	$1,157.55
Employee + Spouse	$1,502.16	$1,577.12	$1,646.92	$1,688.08	$1,772.69
Employee + Child(ren)	$1,261.21	$1,324.14	$1,382.74	$1,417.30	$1,488.30
Employee + Family	$1,645.73	$1,727.85	$1,804.32	$1,849.41	$1,942.13
Dental Insurance					
DHMO					
Employee Only	$13.94	$13.94	$14.64	$14.64	$15.26
Employee + One	$23.51	$23.51	$24.69	$24.69	$25.74
Employee + Two or More	$39.63	$39.63	$41.62	$41.62	$43.38

DPPO					
Employee Only	$24.47	$24.47	$24.96	$24.96	$24.96
Employee + One	$47.78	$47.78	$48.74	$48.74	$48.74
Employee + Two or More	$83.59	$83.59	$85.26	$85.26	$85.26
Vision Insurance					
Single Plan Option					
Employee Only	$4.41	$4.41	$4.41	$4.41	$4.41
Employee + Family	$11.55	$11.55	$11.55	$11.55	$11.55
Basic Life Insurance					
Basic Life and AD&D					
Total Rate/$1,000	$0.250	$0.250	$0.250	$0.250	$0.250
Employee Assistance Program					
Per Enrollee Per Month	$1.50	$1.66	$1.66	$1.66	$1.71

CONTRACTOR SHALL PROVIDE THE FOLLOWING MINIMUM RATE GUARANTEE TERMS

- Fully Insured Medical Insurance: 12 Months
- Stop Loss: 12 Months
- Medical/Rx ASO: 36 months
- Dental Insurance: 36 months
- Vision Insurance: 36 months
- Life Insurance: 36 months
- Employee Assistance Program: 36 Months
- HSA Admin: 60 months
- FSA Admin: 60 months

EMPLOYEE ELIGIBILITY and Benefit Deductions:

Employees are eligible to participate in PSTA's insurance plans if they are designated full-time employees and are regularly scheduled to work 30 hours or more per week. If employee is an eligible, newly hired Bus Operator, benefits will begin on the first of the month following 30 days after commencement graduation of the New Hire Bus Operator Training Program. For example, if the graduation date is April 11, benefits will be effective June 1. For newly hired benefit-eligible Non-Bus Operator positions, benefits will begin on the first of the month following 30 days of employment. For example, if employee is hired on April 11, then the effective date of coverage will be June 1.

Benefit Deductions: 26 Annual Benefit Deductions.

1. Response Form - Medical - In Network Only Plan - Base Plan (Plan 2)

Response Form - In-Network Only Medical Plan Design - Base Plan (Plan 2)

1. Please fill out this table if you are providing a quote for an in network only plan

HMO Core	Current Plan Design	Proposed Plan Design
Network(s) Utilized	OAPIN	
Deductible - Plan Year or Calendar Year	Plan Year	
Individual Deductible	$1,500	
Family Deductible	$3,000	
Out-of-Pocket Maximum Individual	$5,000	
Out-of-Pocket Maximum Family	$10,000	
Member Coinsurance	20%	
Physician Office Visit	$35	
Specialist Office Visit	$50	
Telehealth Visit	No Charge	
Preventive Care	No Charge	
Independent Clinical Lab	No Charge	
Advanced Imaging	PYD + 20%	
Ambulance	PYD + 20%	
Urgent Care Visit	$75	
Inpatient Hospital	PYD + 20%	
Outpatient Hospital	$35	
Emergency Room Visit	$300	
Physician Services at Hospital	PYD + 20%	
Mental Health & Substance Abuse Inpatient Hospital	PYD + 20%	
Mental Health & Substance Abuse Outpatient Office Visit Services	$35	
Prescription Drugs - Tier 1 - Generic	$15	
Prescription Drugs - Tier 2 - Preferred Brand Name	$30	
Prescription Drugs - Tier 3 - Non-Preferred Brand Name	$50	
Prescription Drugs - Tier 4 - Specialty Drug	N/A	
Mail Order	$25/$75/$125	
Please confirm you are matching in force medical benefits		
Please confirm your fully insured medical plan design matches your self-insured medical plan design		

2. Please Provide Fully Insured Rates Below

Coverage Tiers	Current Rates	Proposed Rates
Employee Only	$1,307.81	
Employee + Spouse	$2,004.41	
Employee + Child(ren)	$1,682.39	
Employee + Family	$2,196.30	
Please confirm these are your Fully Insured Rates		

3. Please Provide Self Insured Premium Equivalents Below

Coverage Tiers	Current Rates	Proposed Rates
Employee Only	N/A	
Employee + Spouse	N/A	
Employee + Child(ren)	N/A	
Employee + Family	N/A	
Please confirm these are your Fully Insured Rates		

2. Response Form - Medical - In Network Only Plan - Buy Up Plan (Plan 1)

1. Please fill out this table if you are providing a quote for a Medical plan with In Network and Out of Network Benefits.

HMO Core	Current Plan Design	Proposed Plan Design
Network(s) Utilized	OAPIN	
Deductible - Plan Year or Calendar Year	Plan Year	
Individual Deductible	$750	
Family Deductible	$1,500	
Out-of-Pocket Maximum Individual	$4,000/Rx $1,000	
Out-of-Pocket Maximum Family	$8,000/Rx $2,000	
Member Coinsurance	20%	
Physician Office Visit	$20	
Specialist Office Visit	$30	
Telehealth Visit	No Charge	
Preventive Care	No Charge	
Independent Clinical Lab	No Charge	
Advanced Imaging (MRI, PET, CT)	PYD + 20%	
Ambulance	PYD + 20%	
Urgent Care Visit	$50	
Inpatient Hospital	PYD + 20%	
Outpatient Hospital	PYD + 20%	
Emergency Room	$100	
Physician Services at Hospital	PYD + 20%	
Mental Health & Substance Abuse Inpatient Hospital	PYD + 20%	
Mental Health & Substance Abuse Outpatient Office Visit Services	$20	
Prescription Drugs - Tier 1 - Generic	$10	
Prescription Drugs - Tier 2 - Preferred Brand Name	$30	
Prescription Drugs - Tier 3 - Non-Preferred Brand Name	$50	
Prescription Drugs - Tier 4 - Specialty Drug	N/A	
Mail Order	$25/$75/$125	
Please confirm you are matching current benefits in force for this plan.		
Please confirm your fully insured plan design matches your self funded plan design for this plan		

2. Please Provide Fully Insured Premiums Below

Coverage Tiers	Current Rates	Proposed Rates
Employee Only	$1,410.59	
Employee + Spouse	$2,162.95	
Employee + Child(ren)	$1,815.13	
Employee + Family	$2,370.19	
Please confirm these are fully insured premiums		

3. Please Provide Self-Insured Premium Equivalents Below

Coverage Tiers	Current Rates	Proposed Rates
Employee Only	N/A	
Employee + Spouse	N/A	
Employee + Child(ren)	N/A	
Employee + Family	N/A	
Please confirm these are your Self Insured Premium Equivalents		

3. Response Form - Medical - In Network Only Plan - HDHP (Plan 3)

Response Form - Medical Insurance

1. Please fill out this table if you are providing a quote for a Medical plan with In Network and Out of Network Benefits.

HMO Core	Current Plan Design	Proposed Plan Design
Network(s) Utilized	OAPIN	
Deductible - Plan Year or Calendar Year	Plan Year	
Individual Deductible	$1,500	
Family Deductible	$3,000	
Out-of-Pocket Maximum Individual	$6,000	
Out-of-Pocket Maximum Family	$12,000	
Member Coinsurance	20%	
Physician Office Visit	PYD + 20%	
Specialist Office Visit	PYD + 20%	
Telehealth Visit	PYD + 20%	
Preventive Care Services	No Charge	
Independent Clinical Lab	PYD + 20%	
Advanced Imaging (MRI, PET, CT)	PYD + 20%	
Ambulance	PYD + 20%	
Urgent Care Visit	PYD + 20%	
Inpatient Hospital	PYD + 20%	
Outpatient Hospital	PYD + 20%	
Emergency Room	PYD + 20%	
Physician Services at Hospital	PYD + 20%	
Mental Health & Substance Abuse Inpatient Hospital	PYD + 20%	
Mental Health & Substance Abuse Outpatient Office Visit Services	PYD + 20%	
Prescription Drugs - Tier 1 - Generic	$15 after PYD	
Prescription Drugs - Tier 2 - Preferred Brand Name	$30 after PYD	
Prescription Drugs - Tier 3 - Non-Preferred Brand Name	$50 after PYD	
Prescription Drugs - Tier 4 - Specialty Drug	N/A	
Mail Order	$25/$75/$125 after PYD	
Please Confirm you are matching in force HDHP benefits		
Please Confirm your fully insured plan design proposal for this plan matches the self funded plan design proposal for this plan		

2. Please Provide Fully Insured Premiums Below

Coverage Tiers	Current Rates	Proposed Rates
Employee Only	$1,157.55	
Employee + Spouse	$1,772.69	
Employee + Child(ren)	$1,488.30	
Employee + Family	$1,942.13	
Please confirm these are fully insured rates		

3. Please provide Self Insured Premium Equivalents Below

Coverage Tiers	Current Rates	Proposed Rates
Employee Only	N/A	
Employee + Spouse	N/A	
Employee + Child(ren)	N/A	
Employee + Family	N/A	
Please confirm these are self funded premium equivalents		

4. Response Forms - Self Funded Medical

1. Complete if proposing Administrative Only Services:

Contract Details and All Applicable Fees Below:	All Plans
Name of Proposer	
Name of Network(s) Utilized	
Administration Fee (PEPM)	
Utilization Review (PEPM)	
Network Access Fee (PEPM)	
Disease Management (PEPM)	
Pharmacy Management Fee (PEPM)	
Wellness Program Fee (PEPM)	
HIPAA Certification	
COBRA Administration (PEPM)	
Other Fees (PEPM)	
Termination Fees (PEPM)	
Rate Guarantee	
TOTAL ADMIN FEE (PEPM) Year 1	
TOTAL ADMIN FEE (PEPM) Year 2, if applicable	
TOTAL ADMIN FEE (PEPM) Year 3, if applicable	
TOTAL ADMIN FEE (PEPM) Year 4, if applicable	
TOTAL ADMIN FEE (PEPM) Year 5, if applicable	

2. Complete if proposing Stop Loss Insurance.

Contract Details	Proposed Offer
Individual Specific Limit (ISL) Level (Please quote $125k)	
ISL Lasers Quoted (Please quote None)	
ISL Benefits Covered (Please quote Medical and Rx)	
ISL Contract Basis (Please quote 12/12)	
ISL Annual Maximum Reimbursement (Please quote Unlimited)	
ISL Composite Premium PEPM (Please quote Composite Rate)	
Aggregate Stop Loss (ASL) Claims Corridor (Please quote 125%)	
ASL Benefits Covered (Please quote Medical and Rx)	
ASL Contract Basis (Please quote 12/12)	
ASL Annual Maximum Reimbursement (Please quote Unlimited)	
ASL Composite Premium (Please quote Composite Rate)	
Are Stop Loss Rates above Firm?	

3. Complete if proposing Pharmacy Benefit Management:

Contract Details	Proposed Offer
Per Script Administrative Fee (Retail and HD) - Per paid Script and/or PEPM Administrative Fee (PEPM)	
Pharmacy Network Size (Number of In Network Pharmacies)	
Major Retail Pharmacies Excluded from Pharmacy Network	
Retail Brand Discount (30 Day) AWP	
Retail Generic Discount (30 Day) AWP	
Retail Dispensing Fee Brand per Script	
Retail Dispensing Fee Generic per Script	
Retail Brand Discount (90 Day) AWP	
Retail Generic Discount (90 Day) AWP	
Retail Dispensing Fee Brand per Script	
Retail Dispensing Fee Generic per Script	
Home Deliver Brand Discount AWP	
Home Deliver Generic Discount AWP	
Home Delivery Dispensing Fee per Script	
Specialty Retail Brand Discount	
Specialty Retail Brand Dispensing Fee	
Estimated Rebates Per Brand 30 Day	
Estimated Rebates Per Brand 90 Day	
Estimated Rebates Mail Order	
Provide Total Estimated First Year Rebates	

4. Please confirm below Question

Tiers	Current Rates	Proposed Rates
Please confirm if all terms stated above for Medical ASO/Stop Loss/PBM apply to PSTA's triple option medical plan design or differ by plan. Ideally all terms will apply to all plans		

5. Response Forms - Dental DHMO Plan

1. Complete if proposing Dental PPO Insurance:

Sample Procedures	Code	Current Plan - In-Network Only - Fee (Frequency)	Proposed Plan - In-Network Only - Fee (Frequency)
Annual Maximum		Unlimited	
Periodic Exam	D0120	$0	
Office Visit	D9430	$6	
Prophylaxis	D1110	$0	
Full Mouth X-rays	D0210	$0	
Extraction	Do not Provide Info on this line	Do not Provide Info on this line	
Single Tooth	D7111	$6	
Partial Impaction	D7230	$85	
Boney Impaction	D7240	$110	
Fillings	Do not Provide Info on this line	Do not Provide Info on this line	
Amalgam - 1 surface	D2140	$0	
Resin - 1 surface	D2330	$0	
Root Canal Therapy	Do not Provide Info on this line	Do not Provide Info on this line	
Anterior	D3310	$100	
Biscuspid	D3320	$150	
Molar	D3330	$305	
Periodontic Therapy	Do not Provide Info on this line	Do not Provide Info on this line	
Root Planning (1/4)	D4341	$50	
Gingivectomy (1/4)	D4210	$160	
Crown and Bridge	Do not Provide Info on this line	Do not Provide Info on this line	
Full High Noble Metal	D2790	$260 + Lab	
Porcelain Fused to Metal	D2750	$270 + Lab	
Orthodontia	Do not Provide Info on this line	Do not Provide Info on this line	
Comprehensive Treatment (Children)	D8070-90	$1,608	
Comprehensive Treatment (Adult)	D8070-90	$2,592	

2. Please provide Fully Insured DHMO Premiums Below

Coverage Tiers	Current Rates	Proposed Rates
Employee	$15.26	
Employee + One	$25.74	
Employee + Family	$43.38	
Proposed Rate Guarantee Period	Please Provide Proposed Rate Guarantee Period Here	

6. Response Forms - Dental PPO Plan

Please complete the tables below if you are quoting dental insurance:

1. Complete if proposing Dental PPO Insurance:

Dental PPO Plans	Current - In Network	Current - Out of Network	Proposed - In Network	Proposed - Out of Network
Annual Maximum	$1,000	$1,000		
Orthodontic Lifetime Max	$1,000	$1,000		
Deductible - Single	$50	$50		
Deductible - Family	$150	$150		
Deductible Waived for Class I	Yes	Yes		
Frequency Limit for Class I	2/Year	2/Year		
Class 1 - Preventative/ Diagnostic	90%	90%		
Class 2 - Basic Services	70%	70%		
Class 3 - Major Services	50%	50%		
Class 4 - Orthodontic Treatment	50%	50%		
Child Orthodontia Covered?	No	No		
Waiting Period - Class 3 Major Services	None	None		
Waiting Period - Class 4 Major Services	1 Year	1 Year		
Waiting Period - Late Entrants	1 Year	1 Year		
Endodontic and Periodontic are covered as:	Class 2	Class 2		
Out of Network Benefits Payable Level	MAC- Based on contracted fee schedule	MAC- Based on contracted fee schedule		

2. Complete if proposing Dental PPO Insurance:

Coverage Tiers	Current Rates	Proposed Rates
Employee	$24.96	
Employee + One	$48.74	
Employee + Family	$85.26	
Rate Guarantee	Provide Proposed Rate Guarantee Here	

7. Response Form - Vision - Single Plan Offering

Please complete the following for Vision Insurance:

1. Vision Schedule of Benefits:

Vision Benefits Response Form	Current Plan - In Network	Current Plan - Out of Network	Proposed Plan - In Network	Proposed Plan - Out of Network
Eye Exam	$10	Up to $40		
Materials	$10	Varies		
Frequency of Services Examination	12 Months	12 Months		
Frequency of Services Lenses	12 Months	12 Months		
Frequency of Services Frames	24 Months	24 Months		
Frequency of Services Contact Lenses	12 Months	12 Months		
Lenses Single	$10	Up to $20		
Lenses Bifocal	$10	Up to $40		
Lenses Trifocal	$10	Up to $60		
Frames Retail	$150	Up to $60		
Contact Lenses Conventional	$150	Up to $80		
Contact Lenses Non-Elective (Medically Necessary)	$250	Up to $250		

2. Vision Monthly Rates:

Covered	Current Rates	Proposed Rates
Employee Only	$4.41	
Employee + Family	$11.55	
Rate Guarantee	Please provide your proposed rate guarantee	

8. Response Form - Basic Life Insurance

1. Please fill this table out if you are providing a quote for Basic Life Insurance.

Schedule of Benefits & Features	Current	Proposed
Eligibility	Active Full Time Employees	
Basic Life Benefit	1x Salary Rounded to the next $1,000 to a maximum of $200,000	
Guaranteed Issue Amount	$200,000	
Basic AD&D Benefit	Life Benefit	
Age Reduction Schedule (Reduced to) (Indicate Basic Life and AD&D Separately if Different)	75% at age 75 Benefits Terminate at the end of Employment	
Accelerated Death Benefit	Included	
Waiver of Premium	Included	
Conversion	Included	
Rate Guarantee	Provide Proposed Rate Guarantee Here	
Life Rate/$1,000	$0.230	

9. Response Form - Supplemental Life and AD&D Insurance

1. Please complete this form if you are proposing Supplemental Life and AD&D coverage.

Schedule of Benefits & Features	Current	Proposed
Eligibility	Active Full Time Employees, Spouses, and Children	
Employee Formula	1x Salary or 2x Salary in Increments of $1,000 up to $300,000	
Employee Guaranteed Issue Amount	2x Salary	
Spouse Formula	$5,000 increments up to $150,000	
Spouse Guaranteed Issue Amount	$25,000	
Dependent Child Life Benefit	Child(ren) under 6 Months: $1,000 Child(ren) over 6 Months; $2,500 Increments up to $10k	
Age Reduction Schedule (Reduced to)	None	
Waiver of Premium	Included	
Conversion	Included	
Portability	Included	
Rate Guarantee	Please provide Rate Guarantee Here	
Monthly EE & SP Rate/$1,000		
0-29	$0.110	
30-34	$0.110	
35-39	$0.130	
40-44	$0.170	
45-49	$0.250	
50-54	$0.390	
55-59	$0.680	
60-64	$0.920	
65-69	$1.430	
70-74	$1.870	
Supplemental AD&D	$0.035	
Child Life/$1,000	$0.130	
Spouse and Dependent Family Unit/Month*	$1.780	
*Confirm you are able to administer and cover these Grandfathered Employees and Dependents	Please confirm this here	

10. Response Form - Employee Assistance Program

1. Please fill this table out if you are providing a quote for an Employee Assistance Program

Schedule of Benefits	**Current**	**Proposed**
Number of Sessions per Member	Up to 5 sessions	
24/7 Telephonic Consultation	Included	
Online Reporting	Included	
Onsite Meeting Hours Included	6 Hours Included	
Child Care	Included	
Senior Care	Included	
Prenatal Care	Included	
Adoption	Included	
Parenting	Included	
Summer Care	Included	
Special Needs	Included	
Pet Care	Included	
Education	Included	
Legal Consultation	60 minutes free, 25% discount thereafter	
Financial Consultation	60 minutes free, 50% discount on tax preparation	
Rate Guarantee	Please Provide Proposed Rate Guarantee Period Here	
Per Employee Per Month Rate	$1.71	

11. Response Form - Health Savings Account

1. Please fill out this table if you are providing a quote for a Health Savings Account

General Information	Proposed Plan Design
Administration fee if paid by account holder	
Administration fee if paid by employer	
Account setup fee	
Debit card daily spending limit	
Debit card additional/replacement	
Brokerage account fees	
Excess contribution adjustments	
Minimum balance	
Interest rate (subject to change)	
Account closure fee	
Wire transfer	
Investment fund options	
Investment threshold	
Customer Service	
Web Address	
Location	
HSA access at ATMs? (Y/N)	
HSA access at bank branches? (Y/N)	
HSA paper checks? (Y/N)	
HSA website for employers? (Y/N)	
Online employee enrollment (Y/N)	
HSA website for account holders? (Y/N)	

12. Response Form - Flexible Spending Account

1. Please fill out this table if you are providing a quote for a Flexible Spending Account

Plan Information	**Proposed Plan Benefit**
Per Employee per Month fee (Full Purpose FSA)	
Per Employee per Month fee (Limited Purpose FSA)	
Debit card fee	
Setup fee(s)	
Annual renewal fee	
Processing of reimbursements (weekly, daily)	
Claims Submission Method	
Mobile App	
Adjustments and corrections	
Mailed account statements	
Enrollment meetings (In-Person)	
Enrollment kits (Paper, Electronic)	
Web administration	
Reporting Capabilities	
Section 125 Document Fee	
Non-Discrimination Testing	
Rate Guarantee	

13. Questionnaire - General Information

1. Are you willing to provide performance guarantees for implementation and servicing of your products? If so, please describe the performance guarantees you are proposing.

2. Please indicate the group name, address, contact person, and telephone number of up to three firms in Florida to whom your company has forfeited money because of service problems in the last three years.

3. Do you agree to allow retirees over and under 65 to continue coverage under the same plan at the same rate as active employees as required by Section 112.08, Florida Statutes, for public entities?

4. Provide the name, title, and contact information of the individual who would have direct daily account responsibility for the services you are proposing. If more than one person will be filling this role, please respond with complete information for all.

5. Provide the name, title, and contact information for three (3) references from public entity clients with a minimum of 1000 employees for at least three (3) years immediately preceding the response due date.

References	Reference 1	Reference 2	Reference 3
Group Name			
Contact Name			
Contact Title			
Contact Phone			
Contact Email			
Coverage/Services Provided			
Length of Time			

6. What is your account service team's average response time to client requests or questions?

7. Describe the services provided by your account service team to the employees.

8. Describe the services provided by your account service team to the Human Resources department.

9. Does your company help facilitate annual open enrollments? a. Onsite meetings? b. Educational materials? c. Printed Materials at no cost?

10. What is your company's current A. M. Best, Moody's and/or Standard and Poor's ratings?

11. Do you utilize any "wrap" or leased networks not negotiated or owned by your company? a. If yes, what is the name of the network?

12. Describe capabilities available through member website and mobile app. Please describe further any additional functionality available to employer as plan administrator.

13. Please specify if proposer is SSAE 18 / SOC / SAS certified.

14. Questionnaire - Data and Reports

1. Describe the reports you will provide regarding the utilization and claims associated with the employee benefits program(s) you are proposing. Please indicate in your description if any of the reports would be provided at an additional cost over the fees associated with the programs.

2. What is your proposed frequency of reporting on utilization experience? Is there a charge for utilization data analysis?

3. Are there any additional fees for reporting? Please provide all reporting options/packages and their associated costs.

4. Will there be online access for claim reports?

5. How often are claim audits conducted and what percentage of claims are audited? If you use a third-party to audit claims, please disclose the name of auditor.

6. How do you identify fraudulent claims and how will you notify the entity?

7. Describe the process for identifying and paying claims which may be subject to subrogation.

8. Will there be online access for claim reports by the Entity and Gehring Group?

15. Questionnaire - Implementation and Billing

1. Please provide a brief description of the implementation process, including requirements and timeline.

2. Please confirm proposer is flexible to modify standard contract language.

3. Please confirm proposer is willing to waive binder payment requirements.

4. Please confirm proposer is willing to accept a self-bill for proposed line(s) of coverage.

5. What is proposer's standard billing snapshot date and grace period for payment?

16. Questionnaire - Renewal Planning and Additional Fees

1. Is proposer willing to provide renewal offer at least 180 days prior to renewal effective date?

2. Are any of the rates proposed contingent on any additional information? If so, please disclose.

3. What additional services are available and at what cost?

4. Would you allow a grace period after the due date of 45 days for payment of an invoice?

5. Please confirm any bundling discounts you are offering here

17. Questionnaire - Enrollment & Implementation Technology

1. Does your company (or third-party) process electronic eligibility files via automation or are manual steps necessary? If manual steps are required to process files, please explain this process and impact on processing time.

2. Does your company outsource the processing of electronic eligibility to a third-party? If so, please provide company name.

3. Please specify if your company (or third-party) accepts the HIPAA 834 5010 file layout as well as all other file layouts accepted for automated enrollment. Please provide applicable coding supplements and other applicable file specification documents.

4. What is your company's (or third party's) standard processing time for electronic eligibility to be updated in all applicable internal systems (eligibility/claims/billing/etc.)? If time varies, please specify for each system.

5. Will your company (or third-party) provide confirmation notification to the group when files are processed? Please provide details related to this notification process (email, requirement of group log into company website, etc.)

6. Please provide implementation time (in days) for initial set-up of automated enrollment (electronic eligibility) of an established group with your company.

7. Please provide implementation time (in days) for initial set-up of automated enrollment (electronic eligibility) of a new group with your company.

8. Please provide set-up time needed for changes to file structure, plans, funding strategy, p established group with your company. What alternative options does your company provide to receive enrollment should these changes cause delay in set-up of the EDI process?

9. Please provide file testing time frame (in days) for initial set-up and structure changes.

10. Please provide the standard time frame required to process files, generate, and mail member ID cards. What options does the group have if ID card delivery is delayed beyond the plan effective date?

18. Questionnaire – Medical

1. Please provide a Medical Geo Access report that illustrates the number of: a. 1 Hospital within 10 miles b. 2 PCPs & Pediatricians within 10 miles c. 2 OBs/Gyns, within 10 miles d. 2 Specialists within 10 miles (excluding OBs/Gyns) e. 2 Urgent Care Centers within 10 miles The report format should include a breakdown by employee city of residence with the number of employees in that location and the number of providers servicing that location. The report should also include reporting on the number and location of employees who do not meet the above criteria.

2. Please confirm average discounts for the geographic area represented in employee/member census as follows: Please provide this information for the following counties in order: Pinellas County, Hillsborough County, Pasco County, Manatee County, Hernando County

Charge Type	Pinellas County	Hillsborough County	Pasco County	Manatee County	Hernando County
Location					
Doctors					
Urgent Care Centers					
Out-Patient Hospital					
In-Patient Hospital					
All Others					

3. Please identify proposed provider network.

4. For bidders not proposing national network coverage, please describe available access for out-of-state residents (retirees and/or dependents of covered participants).

5. Is proposer willing to provide performance guarantees for your network discounting? If so, please include details.

6. Please confirm requirements for coordination with Medicare for both active employees and their dependents, as well as retired employees and their dependents.

7. Each proposer must confirm that they will provide the following reports upon request (possibly quarterly) by the Entity or its Agent of Record:

a. Large Claimants (over $25,000) inclusive of gender, plan, diagnosis, last date of service, prognosis and if the claimant remains covered on the plan.

b. Utilization reports by diagnosis, place of service, employee vs. dependent costs.

c. Monthly paid claims

8. Are you willing to conduct face-to-face meetings annually (including medical/pharmacy director and financial analyst support) with the client to discuss financial and program enhancement/cost containment ideas that will assist the client in benefit design strategy, and will not necessarily be focused on plan design coverage reductions?

9. Are you willing to waive the actively at work, dependent non-confinement limitation provisions for all currently enrolled individuals on medical?

10. Please list and describe your Disease Management programs that are included in propos

11. Please list and describe Utilization Management programs included in proposal and other available options, if applicable.

12. Please confirm dependent child(ren) eligibility.

13. Please confirm proposer has included telemedicine benefit in medical quote.

14. How do you handle transition of care for members currently undergoing treatment or have existing relationships with the incumbent carrier's network providers?

15. Self-Insured: Provide recommended premium equivalents for the current plan designs shown in the medical benefit response form section.

16. Self-Insured: Please confirm if medical ASO quote is contingent upon bundled Stop Loss and/or PBM administration. If so, please confirm what is required to be attached and/or pricing differential without bundled administration.

17. Self-Insured: Is your company willing to provide administrative fee guarantee? If so, please provide the details of your guarantee.

18. Please confirm you are quoting a plan year deductible (October 1 - September 30)

19. Please confirm you provided a response to the medical provider network disruption report indicating which of those medical providers are in or out of your proposed network.

20. Please confirm you provided a response to the prescription drug disruption report indicating which Pharmacy benefit tier each of the listed drugs is covered under or if they are not included in your formulary.

21. Please confirm the additional funds included in your proposal here including wellness funds, discretionary funds, or any other funds

22. Please confirm if your medical proposal includes the following options: Triple Option Offering with a base and buy up in network only plan, and an in network only high deductible health plan

23. Please confirm you are quoting both fully insured and self-insured medical coverage.

24. Please confirm if your fully insured medical proposal is really a "hybrid product" (level funded, minimum premium, shared returns, etc.)

19. Questionnaire - Stop Loss

1. Please confirm proposed quote is firm. If not, please provide details as to why.

2. Please confirm proposed quote contract terms.

3. Please confirm proposal does not include lasers.

4. Please confirm proposer's process for inclusion of lasers, if applicable, at renewal.

5. Please detail data requirements in order to process reimbursements.

6. What is the period for reimbursements once the claim information is submitted for payment? Do you offer Advanced Funding on claims reimbursements at no cost to the client?

7. Please confirm that proposer will base stop loss coverage reimbursements on the 'Eligible Expenses' as defined by the medical ASO plan document.

8. Does proposal exclude any member population included in census.

9. If proposer is awarded the Stop Loss insurance contract, please confirm if policy is guaranteed renewable.

10. How many months of current year experience are required to offer a firm renewal?

11. Upon underwriting approval, does proposer offer a maximum renewal rate cap on specific rates?

12. Does proposer have an aggregating specific deductible option available that represents a dollar-for-dollar premium off-set to share risk?

13. What aggregate corridors are available for consideration?

20. Questionnaire – Wellness

1. The Entity seeks proposals to include wellness dollars at and/or above the level currently being provided. Proposers are encouraged to provide wellness funds on an annual basis. Please disclose the amount of wellness dollars provided in proposal and any restrictions on use.

2. Did proposer include the criteria associated with how the Entity can use the wellness funds?

3. Are there any additional costs to the Entity or employees for participation in your wellness programs or services?

4. Will the account team assigned include a designated wellness coordinator? If so, which wellness services will be included?

5. Does your company offer rate discounts on the proposed programs, in dollars or percent, to employer groups who implement an active, participatory Wellness Program? If so, please describe the discount model amount and requirements.

6. Does your wellness program provide a proactive health education and improvement program for those with a chronic condition?

7. Does your wellness program utilize behavioral coaching principles and evidence-based medicine guidelines to optimize self-management skills to foster sustained health improvement?

8. Does your wellness program include:
   a. Chronic condition-specific coaching?
   b. Pre and post-discharge calls?
   c. Lifestyle management coaching: stress, weight management, and tobacco cessation?
   d. Treatment decision support and coaching?

21. Questionnaire – Dental

1. Please provide Dental Geo Access Information that illustrates the number of: A. 2 General Dentists within 10 miles B. 1 Specialty Dentists within 10 miles C. 2 Orthodontists within 10 miles. The report format should include a breakdown by employee city of residence with the number of employees in that location and the number of providers servicing that location. The report should also include reporting on the number and location of employees who do not meet the above criteria.

2. For bidders not proposing national network coverage, please describe available access for out-of-state residents (retirees and/or dependents of covered participants).

3. Are you willing to waive the actively at work, dependent non-confinement and pre-existing condition limitation provisions for all members currently enrolled in dental insurance?

4. Is there a missing tooth clause in proposer's quote submission?

5. How does the proposed plan treat coverage for composite (non-amalgam) fillings on posterior teeth, including molar teeth?

6. How does the proposed plan treat coverage for orthodontics in progress?

7. Does the proposed plan include coverage for dental implants?

8. Please confirm dependent child(ren) eligibility criteria, including age and other limitations.

9. Please confirm reimbursement level for out-of-network benefit payments.

10. Please confirm that you have provided a response to the dental disruption report indicating if the listed providers are in or out of your network.

11. Please confirm if you are quoting both the DHMO and DPPO programs.

22. Questionnaire - Vision

1. Please confirm proposed provider network.

2. For bidders not proposing national network coverage, please describe available access for out-of-state residents (retirees and/or dependents of covered participants).

3. Please confirm if ophthalmologists are included as a part of the proposed vision network.

4. How does the proposed plan cover contact lens fit and follow-up examinations?

5. Is the materials copay applicable to contact lenses?

6. Does your proposal allow members to obtain contact lenses and eyeglasses within the same benefit period?

7. Is the frequency for services (i.e., 12/12/24) based on the plan/calendar year or from date of last service?

8. Please confirm dependent child(ren) eligibility.

9. Please provide a Vision Geo Access report as follows: a. One Provider within 10 miles b. Two Providers within 10 miles c. Two Providers within 20 miles

10. Please confirm that you provided a response to the vision provider disruption analysis indicating which of the listed providers are in or out of network.

11. Please confirm the copay and reimbursement differences between standard progressive lenses and custom progressive lenses.

12. Please provide a list of the major vision retail providers in your network.

23. Questionnaire - Life Insurance

1. If awarded the life insurance contract, confirm that proposer will grandfather current coverage amounts for which premiums have been paid. If “No”, please outline your proposed alternative.

2. If awarded the life insurance contract, confirm that proposer will accept existing beneficiary designation [optional: contained within benefits administration system]. If “No”, outline your proposed alternative.

3. Confirm that all employees enrolled in the group’s plan(s) who are currently not “actively at work” due to disability, FMLA, or any other reasons, will be covered under the plan(s) implemented for the effective date stated in this RFP.

4. If awarded the life insurance contract, will proposer offer a true Open Enrollment? Future open enrollment periods?

5. Confirm proposer can match current Life and AD&D policy Leave Continuation Options. If “No”, please detail proposing firm’s proposed provisions where conflicting.

6. Please confirm the Life and AD&D rounding rules (i.e., rounded to next highest or nearest $1,000 if a multiple of salary).

7. Are the voluntary spouse life rates based on age of the spouse or the employee?

8. Please confirm the proposed Dependent Child limiting age.

9. Please confirm if the voluntary life premium charges straddle the costs based on the IRS Premium Table rates as noted in the IRS Publication 15-B.

10. What billing options are available (i.e., self, list, online, other)?

11. What methods for claim initiation are available?

12. Is a claims manager assigned on a case-by-case basis or is one claims manager specifically assigned to the group?

13. Are additional value added programs offered with the Basic Life (i.e., Will Preparation, Beneficiary Assistance, Life Assistance Program, etc.)?

24. Questionnaire - Health Saving Accounts

1. How are fees established?

2. Are employee fees based on the amount in accounts or on how much is contributed monthly?

3. Could the payment for the monthly fee be split between the employer and employee?

4. Could employees pay fees directly or must they pay out of the HSA?

5. Do employees have access to price transparency information and health care quality comparison tools?

6. Does the account trustee/custodian provide phone or Web counseling to help employees review and minimize their spending?

7. Does the vendor prepare annual IRS reports for the employer?

8. Does the vendor aid with comparability rules for employer contributions?

9. Does the vendor offer checks or a debit card for HSA payments or withdrawals?

10. Does the account trustee/custodian impose limits on the number of distributions that employees can take for a specific period of time?

25. RFP Attachment

All documents being included with this RFP will be attached to this section. Attachments include:

1. Full Population Census -
2. Medical Census -
3. Dental Census -
4. Vision Census -
5. Basic Life Census
6. Voluntary Life Census
7. EAP Census
8. HSA Census -
9. FSA Census -
10. Medical Claims Experience and Enrollment Data -
11. Medical High Claims Experience -
12. Dental Claims Experience and Enrollment Data -
13. Life Insurance Claims Experience
14. EAP Utilization Data
15. Medical Provider Disruption Analysis -
16. Dental Provider Disruption Analysis -
17. Vision Provider Disruption Analysis -
18. Medical Formulary Disruption Analysis -
19. Medical Benefit Summaries -
20. Dental Benefit Summaries -
21. Vision Benefit Summaries -
22. Life Insurance Benefit Summaries -
23. Employee Assistance Program Benefit Summary -
24. Agent of Record Letter -

Exhibit F
Sample Work Product & Analytical Reports

Sample
Medical RFP Evaluation
Effective Date: October 1, 20XX

Sample Plan Comparison

GEHR EMPLOYEE BENEFITS | RISK MANAGEMENT

		Current						Option #1 - FMIT				
Schedule of Benefits		**PRM - Florida Blue - Plan 03359**		**PRM - Florida Blue - Plan 05168/9 - HSA**		**PRM - Florida Blue - Plan 05901**		**FMIT - UHC - Plan 14**		**FMIT - UHC - HSA*** **		**FMIT - UHC - Plan 10**
Deductible (DED)		*In Network*	*Out of Network*	*In Network*	*Out of Network*	*In Network*	*Out of Network*	*In Network*	*Out of Network*	*In Network*	*Out of Network*	*In Network Only*
Individual Deductible		$1,000	$1,000	$1,500	$3,000	$2,000	$6,000	$1,000	$1,000	$1,500	$3,000	**$2,500**
Family Deductible		$3,000	$3,000	$3,000	$6,000	N/A*	N/A*	**$2,000**	**$2,000**	$3,000	$6,000	$5,000
Out of Pocket Maximum												
Single		$3,000	$5,000	$1,500	$6,000	$6,350	$12,800	**$4,000**	**$6,000**	$1,500	$6,000	**$6,000**
Family		$6,000	$10,000	$3,000	$12,000	$12,700	$25,600	**$8,000**	**$12,000**	$3,000	$12,000	**$12,000**
Member Coinsurance		20%	40%	0%	20%	50%	50%	20%	**30%**	0%	20%	**20%**
Non-Hospital Services												
Physician Office Visit Copay		$20	40% after DED	DED	20% after DED	$35	50% after DED	**$25**	**30% after DED**	DED	20% after DED	**$20**
Specialist Office Visit Copay		$35	40% after DED	DED	20% after DED	$75	50% after DED	**$50**	**30% after DED**	DED	20% after DED	**$40/$80**
Preventive Services		No charge	40%	No Charge	20%	No Charge	50%	No Charge	**Not Available**	No Charge	20%	No Charge
Independent Clinical Lab		No charge	40% after DED	DED	20% after DED	No Charge	50% after DED	No Charge	**30% after DED**	DED	20% after DED	**20% after Ded**
Advanced Imaging (MRI, PET, CT)		$100	40% after DED	DED	20% after DED	$200	50% after DED	20% after DED	**30% after DED**	DED	20% after DED	**20% after DED**
Urgent Care Center		$35	$35	DED	DED	$75	$75	$35	**30% after DED**	DED	DED	**$80**
Hospital Services												
Inpatient Hospital Services		$750	40% after DED	DED	20% after DED	$2,000	50% after DED	20% after DED	**30% after DED**	DED	20% after DED	20% after DED
Outpatient Hospital Services		$200	40% after DED	DED	20% after DED	$300	50% after DED	20% after DED	**30% after DED**	DED	20% after DED	**20% after DED**
Physician Services at Hospital		20% after DED	20% after DED	DED	INN DED	50% after DED	50% after INN DED	20% after DED	**30% after DED**	DED	INN DED	20% after DED
Emergency Room (Per Visit)		$100	$100	DED	DED	50% after DED	50% after INN DED	**$200**	**$200**	DED	DED	**$250**
Mental Health/Substance Abuse Hospital												
Inpatient Services		$750	40% after DED	DED	20% after DED	$2,000	50%	20% after DED	**30% after DED**	DED	20% after DED	20% after DED
Outpatient Services		$35	40% after DED	DED	20% after DED	$300	50%	**$25**	**30% after DED**	DED	20% after DED	**$20**
Prescription Drugs												Rx Drug DED: $100/$200
Generic Drugs		$10	50%	DED	INN DED + Difference b/w INN cost and OON cost	$10	50%	$10	INN Copays + Difference b/w INN cost and OON cost	DED	INN DED + Difference b/w INN cost and OON cost	$10 after DED
Formulary Drugs		$25		DED		$60		**$35**		DED		$35 after DED
Non-Formulary Drugs		$60		DED		$100		$60		DED		$60 after DED
Mail Order - 90 day supply		2x		DED		3x		**2.5x**		DED		**2.5x**
Rates	**Enrollment****											
Employee Only	225 2 0	$616.67		$640.81		$518.10		$575.00		$571.00		$521.18
Employee + Spouse	20 0 0	$1,033.85		$1,074.33		$868.57		$913.77		$919.04		$833.71
Employee + Child(ren)	13 0 0	$981.67		$1,020.13		$824.76		$856.77		$862.03		$782.21
Employee + Family	11 0 0	$1,294.59		$1,345.32		$1,087.66		$1,141.78		$1,075.00		$1,042.36
Monthly Premium	**269 2 0**	**$186,430**		**$1,282**		**$0**		**$171,348**		**$1,142**		**$0**
Annual Premium		**$2,237,159**		**$15,379**		**$0**		**$2,056,176**		**$13,704**		**$0**
$ Increase/(Decrease)		**N/A**		**N/A**		**N/A**		**-$180,984**		**-$1,675**		**$0**
% Increase/(Decrease)		**N/A**		**N/A**		**N/A**		**-8.1%**		**-10.9%**		**0.0%**
Total Monthly Premium	**271**	**$187,712**						**$172,490**				
Total Annual Premium		**$2,252,539**						**$2,069,880**				
$ Increase/(Decrease)		**N/A**						**-$182,659**				
% Increase/(Decrease)		**N/A**						**-8.1%**				

*Family contract members enrolled in the 05901 plan must satisfy a Per Person deductible of $2,000 in network and $6,000 out of network.

***FMIT Stated that the HSA Plan Design will match current plan design.

**Other Florida Blue plans available through PRM's proposal.

**Enrollment includes COBRA and Retiree Participants.

SAMPLE CLIENT

Claims Experience Report - Florida Blue

July 2020 - Current

Sample Fully-Insured Claims Experience

GEHRI EMPLOYEE BENEFITS | RISK MANAGEMENT

HMO	Total Premium	Capitation + Value	Inpatient Hospital	Outpatient Hospital	Physician	Other	Pharmacy Retail/Mail	TOTAL PAID CLAIMS	Loss Ratio	EE	EE+S	EE+C	EE+F	TOTAL	Claims Cost PEPM
July-20	$ 1,071,794	$ 24,358	$ 184,107	$ 200,078	$ 219,406	$ 140,323	$ 312,761	$ 1,081,033	101%	1,312	67	42	275	1,696	$ 637.40
August-20	$ 1,247,742	$ 24,056	$ 267,756	$ 246,567	$ 205,742	$ 126,335	$ 301,410	$ 1,171,865	94%	1,301	66	43	277	1,687	$ 694.64
September-20	$ 1,170,752	$ 23,331	$ 269,103	$ 260,336	$ 160,970	$ 122,028	$ 382,579	$ 1,218,346	104%	1,218	67	43	258	1,586	$ 768.19
October-20	$ 1,198,047	$ 23,686	$ 82,407	$ 206,873	$ 224,707	$ 119,504	$ 262,968	$ 920,145	77%	1,242	69	47	255	1,613	$ 570.46
November-20	$ 1,177,794	$ 23,445	$ 322,740	$ 227,903	$ 208,161	$ 106,915	$ 284,392	$ 1,173,556	100%	1,224	69	46	256	1,595	$ 735.77
December-20	$ 1,186,536	$ 23,685	$ 522,862	$ 226,543	$ 199,119	$ 128,232	$ 298,511	$ 1,398,950	118%	1,227	69	48	257	1,601	$ 873.80
January-21	$ 1,168,353	$ 23,226	$ 135,643	$ 148,433	$ 148,135	$ 105,117	$ 271,566	$ 832,120	71%	1,223	73	50	250	1,596	$ 521.38
February-21	$ 1,182,370	$ 23,709	$ 125,936	$ 148,189	$ 145,837	$ 138,878	$ 271,093	$ 853,642	72%	1,213	73	51	249	1,586	$ 538.24
March-21															
April-21															
May-21															
June-21															
2020-2021	**$ 9,403,389**	**$ 189,496**	**$ 1,910,553**	**$ 1,664,921**	**$ 1,512,077**	**$ 987,332**	**$ 2,385,279**	**$ 8,649,657**	**92%**	**9,960**	**553**	**370**	**2,077**	**12,960**	**$ 667.41**

HDHP	Total Premium	Capitation + Value	Inpatient Hospital	Outpatient Hospital	Physician	Other	Pharmacy Retail/Mail	TOTAL PAID CLAIMS	Loss Ratio	EE	EE+S	EE+C	EE+F	TOTAL	Claims Cost PEPM
July-20	$ 78,352	$ 120	$ -	$ 27,266	$ 6,770	$ 7,433	$ 28,149	$ 69,738	89%	112	10	4	13	139	$ 501.71
August-20	$ 91,701	$ 125	$ -	$ 4,672	$ 33,323	$ 5,011	$ 3,840	$ 46,971	51%	114	10	5	13	142	$ 330.78
September-20	$ 89,828	$ 145	$ 10,336	$ 2,931	$ 49,064	$ 5,010	$ 4,443	$ 71,929	80%	109	10	6	12	137	$ 525.03
October-20	$ 97,209	$ 149	$ -	$ 10,352	$ 50,921	$ 3,660	$ 9,736	$ 74,816	77%	118	11	6	13	148	$ 505.51
November-20	$ 97,765	$ 160	$ -	$ 4,645	$ 36,777	$ 4,829	$ 5,605	$ 52,016	53%	119	12	6	13	150	$ 346.77
December-20	$ 99,740	$ 166	$ -	$ 24,334	$ 36,943	$ 8,325	$ 6,587	$ 76,354	77%	121	11	6	13	151	$ 505.66
January-21	$ 98,597	$ 166	$ 21,622	$ 4,503	$ 9,910	$ 5,752	$ 7,134	$ 49,086	50%	120	11	7	13	151	$ 325.07
February-21	$ 97,341	$ 168	$ -	$ 3,875	$ 30,048	$ 4,366	$ 3,852	$ 42,309	43%	121	11	7	12	151	$ 280.20
March-21															
April-21															
May-21															
June-21															
2020-2021	**$ 750,532**	**$ 1,198**	**$ 31,958**	**$ 82,578**	**$ 253,756**	**$ 44,385**	**$ 69,345**	**$ 483,220**	**64%**	**934**	**86**	**47**	**102**	**1,169**	**$ 413.36**

PPO	Total Premium	Capitation + Value	Inpatient Hospital	Outpatient Hospital	Physician	Other	Pharmacy Retail/Mail	TOTAL PAID CLAIMS	Loss Ratio	EE	EE+S	EE+C	EE+F	TOTAL	Claims Cost PEPM
July-20	$ 175,098	$ 395	$ 138,527	$ 17,929	$ 53,249	$ 46,632	$ 137,857	$ 394,590	225%	207	6	6	28	247	$ 1,597.53
August-20	$ 204,731	$ 375	$ 42,569	$ 29,801	$ 71,078	$ 74,148	$ 116,527	$ 334,499	163%	205	6	6	28	245	$ 1,365.30
September-20	$ 195,851	$ 3,134	$ 3,344	$ 22,796	$ 47,110	$ 59,175	$ 135,429	$ 270,989	138%	196	6	5	25	232	$ 1,168.06
October-20	$ 199,705	$ 3,144	$ 1,408	$ 29,333	$ 59,370	$ 52,368	$ 92,585	$ 238,209	119%	202	7	5	24	238	$ 1,000.88
November-20	$ 194,438	$ 428	$ 12,775	$ 27,933	$ 50,201	$ 20,766	$ 136,324	$ 248,428	128%	200	8	7	22	237	$ 1,048.22
December-20	$ 193,990	$ (2,264)	$ 54,480	$ 27,790	$ 43,017	$ 27,508	$ 145,735	$ 296,267	153%	198	8	6	22	234	$ 1,266.10
January-21	$ 187,723	$ 410	$ (373,819)	$ 21,121	$ 32,783	$ 22,714	$ 99,047	$ (197,743)	-105%	196	11	5	18	230	$ (859.75)
February-21	$ 190,080	$ 423	$ 837,001	$ 41,222	$ 39,784	$ 119,935	$ 88,986	$ 1,127,350	593%	196	12	5	18	231	$ 4,880.30
March-21															
April-21															
May-21															
June-21															
2020-2021	**$ 1,541,616**	**$ 6,046**	**$ 716,286**	**$ 217,926**	**$ 396,594**	**$ 423,247**	**$ 952,490**	**$ 2,712,588**	**176%**	**1,600**	**64**	**45**	**185**	**1,894**	**$ 1,4**

SAMPLE CLIENT
Cigna - ASO Only
Plan Year: January 1, 2020 - December 31, 2020

Sample Self-Insured Claims Dashboard

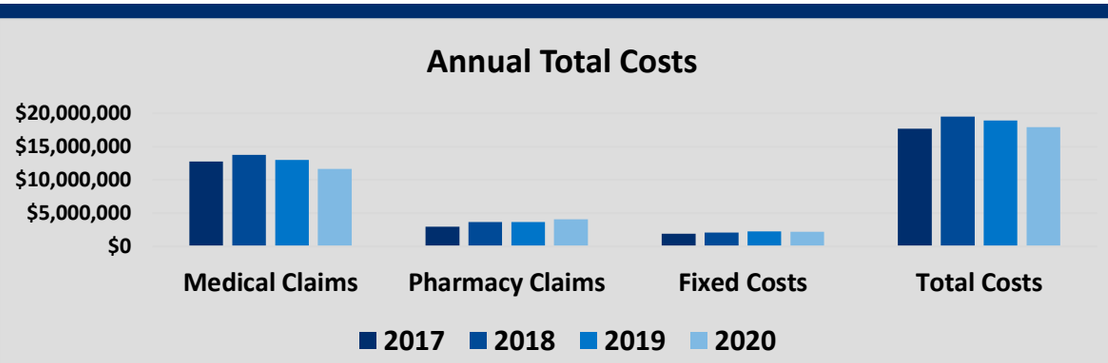
GEHRI EMPLOYEE BENEFITS | RISK MANAGEMENT

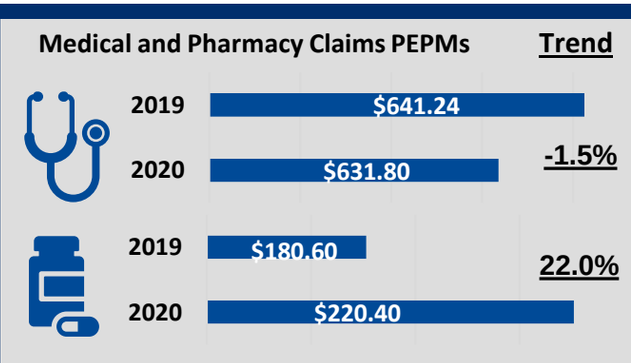
Date	Total Plan Funding	Administration & Network Fees	Stop Loss Fees ($250k/$350k)	Medical Claims	Pharmacy Claims	Actual Paid Claims[1]	Total Plan Cost	Reserve Account	Total EEs	Claims/ EE/ Month
January-20	$ 1,760,891	$ 80,933	$ 119,788	$ 902,528	$ 342,814	$ 1,245,342	$ 1,446,063	$ 314,827	1,696	$ 734.28
February-20	$ 1,752,582	$ 80,599	$ 119,294	$ 1,503,195	$ 253,951	$ 1,757,146	$ 1,957,039	$ (204,458)	1,689	$ 1,040.35
March-20	$ 1,751,034	$ 80,742	$ 119,506	$ 1,208,426	$ 380,649	$ 1,589,074	$ 1,789,323	$ (38,288)	1,692	$ 939.17
April-20	$ 1,756,356	$ 80,838	$ 119,647	$ 627,530	$ 415,574	$ 1,043,104	$ 1,243,589	$ 512,767	1,694	$ 615.76
May-20	$ 1,748,844	$ 80,551	$ 119,223	$ 665,959	$ 342,796	$ 1,008,755	$ 1,208,530	$ 540,314	1,688	$ 597.60
June-20	$ 1,736,761	$ 79,979	$ 118,376	$ 1,053,841	$ 383,094	$ 1,436,936	$ 1,635,290	$ 101,471	1,676	$ 857.36
July-20	$ 1,727,307	$ 79,502	$ 117,670	$ 1,260,804	$ 371,177	$ 1,631,981	$ 1,829,152	$ (101,845)	1,666	$ 979.58
August-20	$ 1,721,881	$ 79,072	$ 117,034	$ 1,167,628	$ 347,532	$ 1,515,160	$ 1,711,266	$ 10,615	1,657	$ 914.40
September-20	$ 1,725,403	$ 79,072	$ 117,034	$ 1,158,853	$ 409,560	$ 1,568,413	$ 1,764,519	$ (39,117)	1,657	$ 946.54
October-20	$ 1,731,447	$ 79,263	$ 117,316	$ 1,166,530	$ 347,207	$ 1,513,737	$ 1,710,317	$ 21,130	1,661	$ 911.34
November-20	$ 1,734,534	$ 79,597	$ 117,811	$ 937,681	$ 470,637	$ 1,408,318	$ 1,605,726	$ 128,808	1,668	$ 844.32
December-20										
							Pharmacy Rebates[2]	$ 900,950		
							Reserve Transfer[3]	$ 92,279		
Annual Total	$ 19,147,040	$ 880,148	$ 1,302,700	$ 11,652,975	$ 4,064,992	$ 15,717,966	$ 17,900,814	$ 2,239,455	18,444	$ 852.20
Rolling 12 Months	$ 20,842,359	$ 960,159	$ 1,412,242	$ 12,840,490	$ 4,407,114	$ 17,247,604	$ 19,620,005	$ 1,222,354	20,150	$ 855.96

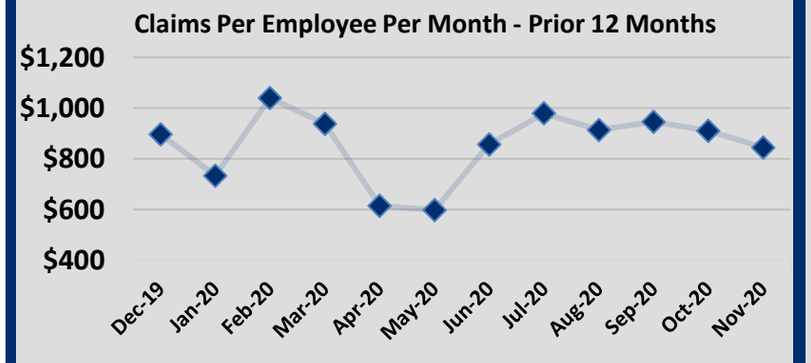
[1] *Actual claims only include claims up to the stop loss limit*
[2] *Pharmacy Rebates paid to xxxxxxxxxxxx in 2020. Rebates are included in Annual Reserve Account Total and excluded from the Rolling 12 Reserve Account Total*
[3] *Reserve Transfer is included in Annual Reserve Account Total and excluded from the Rolling 12 Reserve Account Total*

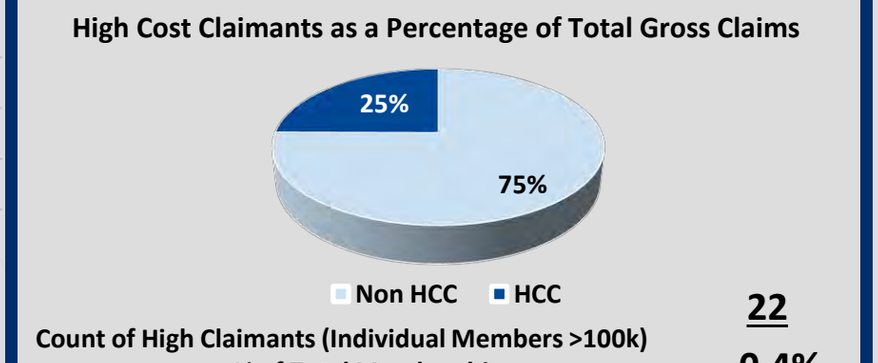
Plan Cost to Funding Ratio

93%









Count of High Claimants (Individual Members >100k) **22**
% of Total Membership **0.4%**

Total Medical/Rx Net Claims PEPM
2019 vs. 2020 Plan Year
3.7% Increase

Average Enrollment Change
-0.9% Decrease

Financial Performance
$2,239,455 Surplus

High Cost Claimant

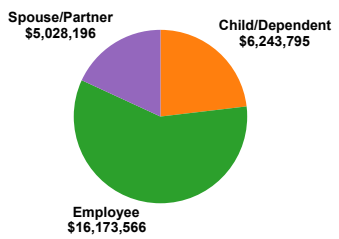
Filters:	Show Only Claimants	Demographic Type	Group Code	Plan Code	Cohort Selection
	Over $100,000	Relationship	All	All	None

SAMPLE CITY - 1,600 Employees

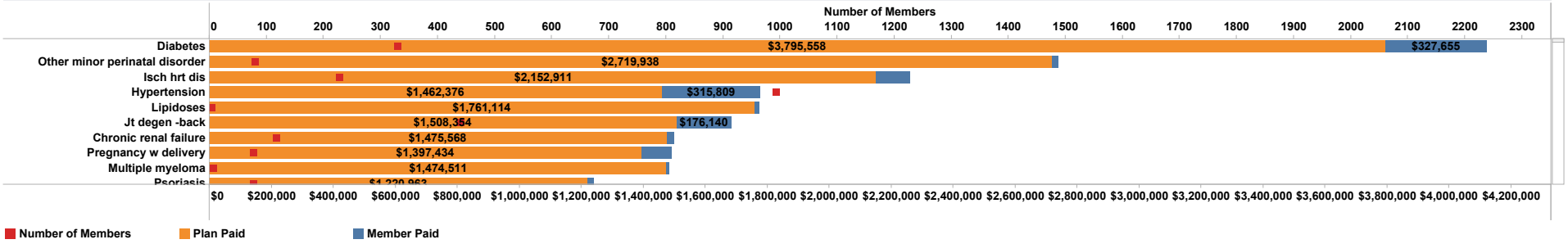
High Cost Member List - *(Only Members Over $100,000) (Red = No Longer Enrolled)*

Member	Gender	Relationshiptype	Currently Enrolled?	Age	Plan Paid	Member Paid	Retrospective Risk	Prospective Risk	Actuarial Risk
Member 1	M	Employee	Yes	54	$1,002,658	$8,640	25	25	25
Member 2	M	Child/Dependent	Yes	0	$960,015	$2,586	25	25	25
Member 3	M	*	No	2	$944,009	$3,800	25	24	23
Member 4	F	Child/Dependent	No	16	$935,639	$7,574	20	20	20
Member 5	F	Child/Dependent	No	18	$843,494	$7,662	20	21	21
Member 6	F	Child/Dependent	No	0	$813,102	$2,500	25	24	24
Member 7	M	Spouse/Partner	Yes	59	$666,604	$5,542	25	25	25
Member 8	M	Employee	Yes	49	$642,602	$3,972	25	24	24
Member 9	M	Employee	Yes	58	$563,855	$11,451	25	24	24
Member 10	F	Employee	No	62	$432,861	$5,712	25	25	25
Member 11	F	Employee	Yes	60	$423,614	$3,251	23	23	22
Member 12	M	Child/Dependent	Yes	20	$378,902	$4,839	21	21	20
Member 13	M	Employee	Yes	43	$376,599	$10,987	25	25	25
Member 14	F	Employee	Yes	57	$340,618	$8,984	22	22	22
Member 15	M	Employee	Yes	69	$323,166	$3,844	19	21	21
Member 16	M	*	No	53	$315,242	$6,591	24	24	24
Member 17	M	Spouse/Partner	Yes	65	$304,930	$6,016	25	25	25

Total Cost by Relationship - *(Only Members Over $100,000)*



Conditions



Incurred Filter On/Off	Incurred Start Date	Incurred End Date	Paid Filter On/Off	Paid Start Date	Paid End Date
On	Jan, 2016	Jan, 2020	Off	Jan, 2016	Mar, 2020

Powered By GEHRING GROUP EMPLOYEE BENEFITS | RISK MANAGEMENT

SAMPLE SELF INSURED CLAIMS EXPERIENCE REPORT

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

Medical Claims Experience
Report January 1, 20XX - Current

PLAN TOTAL COMBINED	Monthly Funding	In-Network	Out-of-Network	Capitation	Pharmacy	Total Claims	Cigna ASO Payment	Individual Stop Loss Premium	Aggregate Stop Loss Premium	Total Plan Cost	Surplus/ (Deficit)	Loss Ratio	EE	EE+1	EE+F	Total	Claims/EE/ Month
January-XX	**$ 389,889**	$ 353,092	$ 426	$ 13,736	$ 22,352	$ 389,607	$ 22,641	$ 68,602	$ 3,903	$ 484,753	$ (94,864)	99.9%	126	78	136	**340**	$ 1,145.90
February-XX	**$ 389,758**	$ 207,696	$ (1,086)	$ 14,590	$ 40,825	$ 262,025	$ 22,575	$ 68,400	$ 3,892	$ 356,892	$ 32,866	67.2%	126	75	138	**339**	$ 772.94
March-XX	**$ 390,456**	$ 322,718	$ 1,460	$ 14,535	$ 57,956	$ 396,669	$ 22,641	$ 68,602	$ 3,903	$ 491,814	$ (101,358)	101.6%	127	75	138	**340**	$ 1,166.67
April-XX	**$ 386,941**	$ 184,200	$ 2,468	$ 14,644	$ 79,638	$ 280,950	$ 22,441	$ 67,996	$ 3,869	$ 375,256	$ 11,686	72.6%	126	74	137	**337**	$ 833.68
May-XX	**$ 385,266**	$ 248,362	$ 635	$ 14,464	$ 81,035	$ 344,497	$ 22,441	$ 67,996	$ 3,869	$ 438,802	$ (53,536)	89.4%	127	75	135	**337**	$ 1,022.24
June-XX	**$ 390,629**	$ 294,583	$ 1,378	$ 14,742	$ 84,306	$ 395,010	$ 22,705	$ 68,804	$ 3,915	$ 490,434	$ (99,805)	101.1%	126	80	135	**341**	$ 1,158.39
July-XX	**$ 385,612**	$ 173,423	$ 1,245	$ 14,650	$ 90,287	$ 279,604	$ 22,572	$ 68,400	$ 3,892	$ 374,468	$ 11,144	72.5%	127	81	131	**339**	$ 824.79
August-XX	**$ 388,991**	$ 293,427	$ 386	$ 14,292	$ 92,804	$ 400,909	$ 22,772	$ 69,005	$ 3,926	$ 496,612	$ (107,621)	103.1%	129	80	133	**342**	$ 1,172.25
September-XX	**$ 386,752**	$ 176,929	$ (230)	$ 15,291	$ 95,748	$ 287,738	$ 22,639	$ 68,602	$ 3,903	$ 382,881	$ 3,871	74.4%	128	80	132	**340**	$ 846.29
October-XX	**$ 383,810**	$ 290,123	$ 44	$ 15,454	$ 101,483	$ 407,103	$ 22,506	$ 68,198	$ 3,880	$ 501,688	$ (117,878)	106.1%	127	81	130	**338**	$ 1,204.45
November-XX	**$ 388,284**	$ 398,281	$ 695	$ 19,605	$ 81,620	$ 500,202	$ 22,840	$ 69,207	$ 3,938	$ 596,186	$ (207,902)	128.8%	130	82	131	**343**	$ 1,458.31
December-XX	**$ 388,284**	$ 326,466	$ 427	$ 14,483	$ 106,719	$ 448,095	$ 22,840	$ 69,207	$ 3,938	$ 544,080	$ (155,795)	115.4%	130	82	131	**343**	$ 1,306.40
20XX Plan Year	**$ 4,654,674**	**$ 3,269,300**	**$ 7,847**	**$ 180,487**	**$ 934,775**	**$ 4,392,409**	**$ 271,612**	**$ 823,020**	**$ 46,827**	**$ 5,533,867**	**$ (879,193)**	**94.4%**	**1,529**	**943**	**1,607**	**4,079**	**$ 1,076.83**

**Actual claims only include claims up to the Stop Loss limit*

Sample County
Claims Experience Report - Florida Blue
2018 - 2019 Plan Year

SAMPLE MINIMUM PREMIUM CLAIMS EXPERIENCE

EMPLOYEE BENEFITS | RISK MANAGEMENT

Base BO Plan	Funding	Hospital	Physician	Other	Pharmacy	Total Paid Claims	ASO Fees	Stop Loss Fees	Total Plan Cost	Reserve Accumulation[1]	EE	EE+F	Total	Claims PEPM
October-18	$ 311,533	$ 80,763	$ 55,012	$ 8,844	$ 42,491	**$ 187,110**	$ 25,620	$ 31,721	$ 244,451	**$ 67,082**	412	76	**488**	$ 383.42
November-18	$ 313,742	$ 56,448	$ 59,599	$ 6,362	$ 44,471	**$ 166,880**	$ 25,778	$ 31,956	$ 224,613	**$ 89,129**	414	77	**491**	$ 339.88
December-18	$ 318,713	$ 37,347	$ 40,577	$ 9,547	$ 31,521	**$ 118,993**	$ 26,198	$ 32,457	$ 177,648	**$ 141,065**	421	78	**499**	$ 238.46
January-19	$ 318,161	$ 23,946	$ 23,108	$ 6,992	$ 50,678	**$ 104,725**	$ 26,198	$ 32,384	$ 163,306	**$ 154,855**	422	77	**499**	$ 209.87
February-19	$ 317,056	$ 20,707	$ 12,321	$ 6,501	$ 37,513	**$ 77,042**	$ 26,093	$ 32,277	$ 135,411	**$ 181,645**	420	77	**497**	$ 155.01
March-19	$ 314,294	$ 26,065	$ 12,924	$ 9,019	$ 34,506	**$ 82,514**	$ 25,830	$ 32,009	$ 140,353	**$ 173,941**	415	77	**492**	$ 167.71
April-19	$ 317,056	$ 21,394	$ 14,910	$ 6,951	$ 35,040	**$ 78,295**	$ 25,988	$ 32,317	$ 136,599	**$ 180,457**	416	79	**495**	$ 158.17
May-19	$ 319,818	$ 49,349	$ 19,849	$ 8,573	$ 53,250	**$ 131,021**	$ 26,145	$ 32,625	$ 189,791	**$ 130,027**	417	81	**498**	$ 263.09
June-19	$ 320,370	$ 139,732	$ 34,314	$ 7,995	$ 22,039	**$ 204,080**	$ 26,198	$ 32,679	$ 262,956	**$ 57,415**	418	81	**499**	$ 408.98
July-19	$ 317,609	$ 76,403	$ 41,630	$ 13,137	$ 41,740	**$ 172,910**	$ 25,988	$ 32,391	$ 231,289	**$ 86,320**	415	80	**495**	$ 349.31
August-19	$ 318,713	$ 33,115	$ 27,590	$ 17,176	$ 38,625	**$ 116,506**	$ 26,093	$ 32,498	$ 175,097	**$ 143,617**	417	80	**497**	$ 234.42
September-19	$ 321,475	$ 113,681	$ 40,507	$ 13,976	$ 29,798	**$ 197,962**	$ 26,355	$ 32,765	$ 257,083	**$ 64,392**	422	80	**502**	$ 394.35
2018-2019	**$ 3,808,541**	**$ 678,950**	**$ 382,343**	**$ 115,073**	**$ 461,672**	**$ 1,638,038**	**$ 312,480**	**$ 388,078**	**$ 2,338,596**	**$ 1,469,945**	**5,009**	**943**	**5,952**	**$ 275.21**
Single	$ 552.36						$ 52.50	$ 53.52						
Family	$ 1,104.74						$ 52.50	$ 127.25						

Buy-Up BO Plan	Funding	Hospital	Physician	Other	Pharmacy	Total Paid Claims	ASO Fees	Stop Loss Fees	Total Plan Cost	Reserve Accumulation[1]	EE	EE+F	Total	Claims PEPM
October-18	$ 176,817	$ 132,764	$ 29,524	$ 21,769	$ 47,223	**$ 231,279**	$ 12,495	$ 16,645	$ 260,420	**$ (83,602)**	185	53	**238**	$ 971.76
November-18	$ 175,602	$ 90,696	$ 26,973	$ 14,685	$ 46,310	**$ 178,665**	$ 12,443	$ 16,518	$ 207,625	**$ (32,023)**	185	52	**237**	$ 753.86
December-18	$ 175,602	$ 78,279	$ 82,439	$ 8,413	$ 48,595	**$ 217,726**	$ 12,443	$ 16,518	$ 246,686	**$ (71,084)**	185	52	**237**	$ 918.67
January-19	$ 172,564	$ 127,769	$ 33,637	$ 6,426	$ 51,410	**$ 219,242**	$ 12,338	$ 16,190	$ 247,769	**$ (75,205)**	186	49	**235**	$ 932.94
February-19	$ 173,172	$ 27,352	$ 21,495	$ 8,311	$ 45,347	**$ 102,504**	$ 12,443	$ 16,223	$ 131,170	**$ 42,002**	189	48	**237**	$ 432.51
March-19	$ 174,387	$ 124,865	$ 26,370	$ 4,955	$ 34,054	**$ 190,245**	$ 12,495	$ 16,351	$ 219,090	**$ (44,703)**	189	49	**238**	$ 799.35
April-19	$ 177,425	$ 156,462	$ 25,251	$ 3,768	$ 45,920	**$ 231,401**	$ 12,705	$ 16,638	$ 260,744	**$ (83,319)**	192	50	**242**	$ 956.20
May-19	$ 179,856	$ 55,741	$ 29,622	$ 7,399	$ 49,419	**$ 142,181**	$ 12,810	$ 16,893	$ 171,884	**$ 7,972**	192	52	**244**	$ 582.71
June-19	$ 181,678	$ 81,324	$ 66,402	$ 9,477	$ 38,247	**$ 195,450**	$ 12,915	$ 17,074	$ 225,439	**$ (43,760)**	193	53	**246**	$ 794.51
July-19	$ 178,640	$ 80,555	$ 44,881	$ 15,015	$ 34,602	**$ 175,054**	$ 12,653	$ 16,806	$ 204,513	**$ (25,872)**	188	53	**241**	$ 726.37
August-19	$ 179,248	$ 57,458	$ 36,680	$ 15,322	$ 35,000	**$ 144,460**	$ 12,653	$ 16,880	$ 173,992	**$ 5,256**	187	54	**241**	$ 599.42
September-19	$ 178,033	$ 57,699	$ 18,870	$ 8,477	$ 32,425	**$ 117,471**	$ 12,548	$ 16,773	$ 146,791	**$ 31,242**	185	54	**239**	$ 491.51
2018-2019	**$ 2,123,024**	**$ 1,070,965**	**$ 442,142**	**$ 124,018**	**$ 508,552**	**$ 2,145,677**	**$ 150,938**	**$ 199,509**	**$ 2,496,124**	**$ (373,099)**	**2,256**	**619**	**2,875**	**$ 746.32**
Single	$ 607.62						$ 52.50	$ 53.52						
Family	$ 1,215.24						$ 52.50	$ 127.25						

TOTAL	Funding	Hospital	Physician	Other	Pharmacy	Total Paid Claims	ASO Fees	Stop Loss Fees	Total Plan Cost	Reserve Accumulation[1]	EE	EE+F	Total	Claims PEPM
October-18	$ 488,350	$ 213,527	$ 84,536	$ 30,613	$ 89,714	**$ 418,389**	$ 38,115	$ 48,367	$ 504,871	**$ (16,521)**	597	129	**726**	$ 576.29
November-18	$ 489,344	$ 147,144	$ 86,572	$ 21,047	$ 90,781	**$ 345,544**	$ 38,220	$ 48,474	$ 432,238	**$ 57,106**	599	129	**728**	$ 474.65
December-18	$ 494,315	$ 115,626	$ 123,016	$ 17,961	$ 80,116	**$ 336,719**	$ 38,640	$ 48,976	$ 424,335	**$ 69,981**	606	130	**736**	$ 457.50
January-19	$ 490,725	$ 151,716	$ 56,745	$ 13,418	$ 102,088	**$ 323,967**	$ 38,535	$ 48,574	$ 411,075	**$ 79,650**	608	126	**734**	$ 441.37
February-19	$ 490,228	$ 48,059	$ 33,816	$ 14,812	$ 82,859	**$ 179,546**	$ 38,535	$ 48,500	$ 266,581	**$ 223,647**	609	125	**734**	$ 244.61
March-19	$ 488,681	$ 150,930	$ 39,294	$ 13,975	$ 68,560	**$ 272,759**	$ 38,325	$ 48,360	$ 359,443	**$ 129,238**	604	126	**730**	$ 373.64
April-19	$ 494,481	$ 177,857	$ 40,161	$ 10,719	$ 80,959	**$ 309,696**	$ 38,693	$ 48,955	$ 397,344	**$ 97,138**	608	129	**737**	$ 420.21
May-19	$ 499,674	$ 105,090	$ 49,471	$ 15,972	$ 102,669	**$ 273,202**	$ 38,955	$ 49,518	$ 361,675	**$ 137,999**	609	133	**742**	$ 368.20
June-19	$ 502,049	$ 221,056	$ 100,715	$ 17,472	$ 60,287	**$ 399,530**	$ 39,113	$ 49,752	$ 488,395	**$ 13,654**	611	134	**745**	$ 536.28
July-19	$ 496,249	$ 156,958	$ 86,511	$ 28,152	$ 76,343	**$ 347,965**	$ 38,640	$ 49,197	$ 435,801	**$ 60,448**	603	133	**736**	$ 472.78
August-19	$ 497,961	$ 90,573	$ 64,270	$ 32,498	$ 73,625	**$ 260,966**	$ 38,745	$ 49,378	$ 349,089	**$ 148,872**	604	134	**738**	$ 353.61
September-19	$ 499,508	$ 171,380	$ 59,377	$ 22,453	$ 62,223	**$ 315,433**	$ 38,903	$ 49,538	$ 403,874	**$ 95,634**	607	134	**741**	$ 425.69
Estimated Stop Loss Reimbursement (Claims Exceeding $200,000)										**$ 35,649**				
2018-2019	**$ 5,931,565**	**$ 1,749,915**	**$ 824,485**	**$ 239,091**	**$ 970,224**	**$ 3,783,715**	**$ 463,418**	**$ 587,587**	**$ 4,834,720**	**$ 1,132,494**	**7,265**	**1,562**	**8,827**	**$ [illegible]5**

(1) Reserves for Rolling 12 Months excludes Stop Loss Reimbursement.

Sample Client
Claims Experience Detail
Paid Period: January - December 20XX

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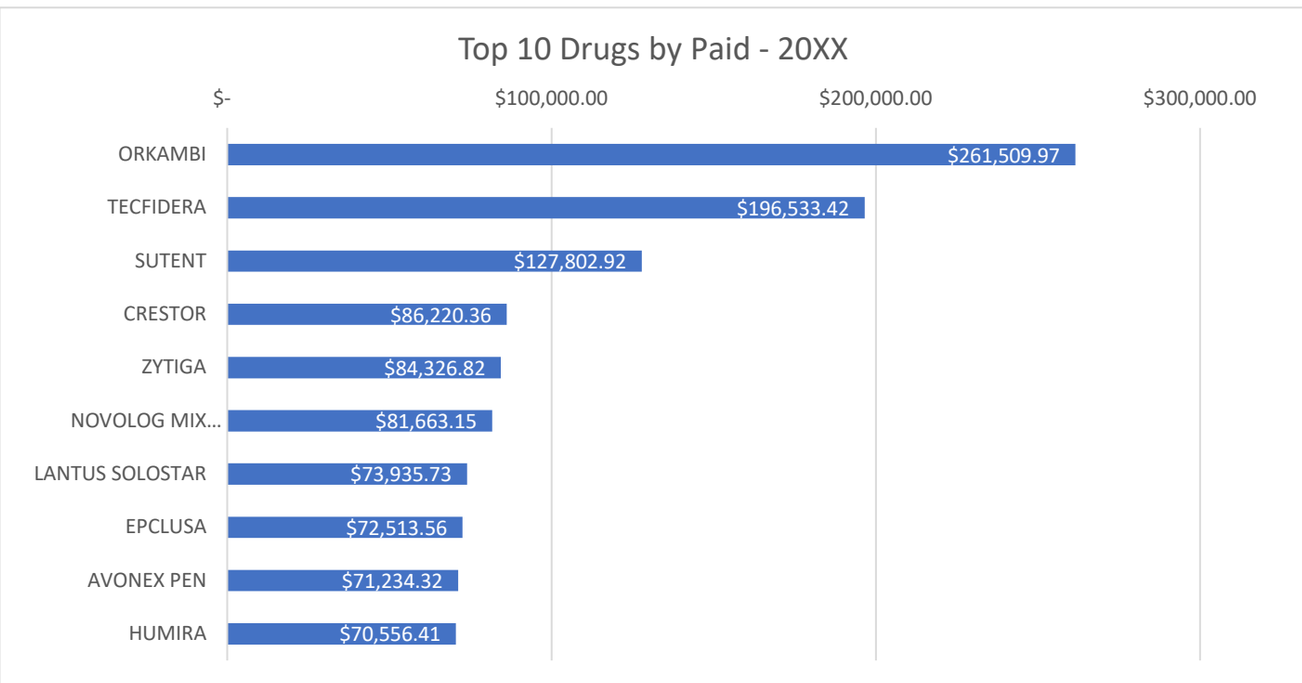
EMPLOYEE BENEFITS | RISK MANAGEMENT

Top 10 Drugs - 2016 Calendar Year

Rank By Paid	Name	Plan Paid	Prior	Change	# Rx	# Members	Average Cost/Member	Condition
1	ORKAMBI	$ 261,509.97	$ 121,635.90	115%	13	1	$ 261,509.97	Cystic Fibrosis
2	TECFIDERA	$ 196,533.42	$ 184,304.46	7%	33	3	$ 65,511.14	Multiple Sclerosis
3	SUTENT	$ 127,802.92	$ 69,633.29	84%	9	1	$ 127,802.92	Renal/Gastro/Pancreatic Cancer
4	CRESTOR	$ 86,220.36	$ 96,376.37	-11%	361	77	$ 1,119.74	High Cholesterol
5	ZYTIGA	$ 84,326.82	$ 40,138.74	110%	10	1	$ 84,326.82	Prostate Cancer
6	NOVOLOG MIX 70/30 PREFILLED FLEXPEN	$ 81,663.15	$ 77,917.86	5%	67	14	$ 5,833.08	Diabetes
7	LANTUS SOLOSTAR	$ 73,935.73	$ 84,196.65	-12%	168	28	$ 2,640.56	Diabetes
8	EPCLUSA	$ 72,513.56	$ -	0%	3	1	$ 72,513.56	Hepatitis C
9	AVONEX PEN	$ 71,234.32	$ 58,777.95	21%	13	1	$ 71,234.32	Multiple Sclerosis
10	HUMIRA	$ 70,556.41	$ 69,473.90	2%	9	1	$ 70,556.41	Rheumatoid Arthritis
	Top 10 Drugs	**$ 1,126,296.66**	**$ 802,455.12**					
	All Other	**$ 3,327,155.03**	**$ 3,351,428.42**					
	% of Total Rx Claims	**25%**	**19%**					
	% of Total Claims	**8%**	**5%**					



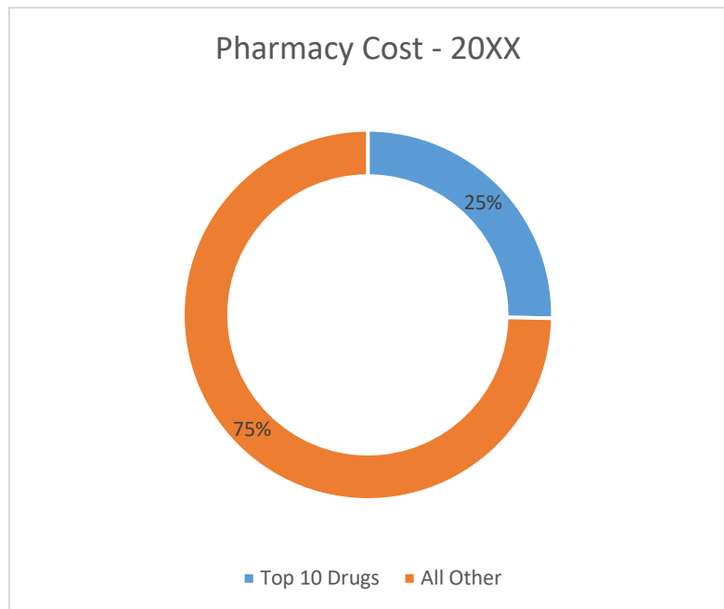


Exhibit G
Sample Client Seminar/Webinar

Outbreak, Vaccine Update, and the Considerations of the American Rescue Plan on Public Sector

Presented by:

Kate Grangard, CFO/COO, Gehring Group

Ben Conley, Partner, Seyfarth Shaw

Ron Kramer, Partner, Seyfarth Shaw

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

Meeting Date: 04/09/2024 Item #10.

Outbreak, Vaccine Update, and the Considerations of the American Rescue Plan on Public Sector

Presented by:
Kate Grangard, CFO/COO, Gehring Group
Ben Conley, Partner, Seyfarth Shaw
Ron Kramer, Partner, Seyfarth Shaw

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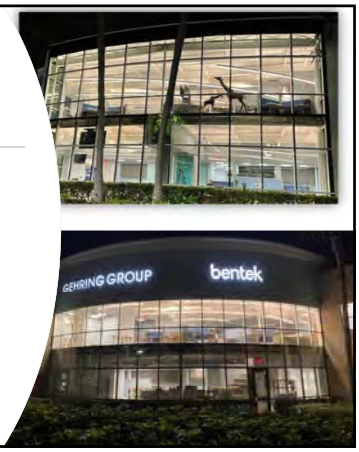
Agenda

I. Employee Benefits
- Expanded COBRA – Ben Conley
- Dependent Care
- Emergency Paid Sick Leave
- Emergency Family Medical Leave

II. Aid to Individuals

III. Aid to Public Sector
- State & Local Government
- Transportation
- Utilities
- Education



2

American Rescue Plan Act (ARPA)

- Reconciliation Act – 628 Pages
  - FEDERAL Minimum Wage provision of $15 removed
  - Passed with Majority on March 11, 2021 – Anniversary of Global Pandemic Declaration
  - $1.9 Trillion
  - Other Major COVID Bills: FFCRA ($192B), CARES Act ($2.2 Trillion), Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) 2021 ($900 Billion)

Individual Aid → Business Aid → COVID-19 Aid → State & Local Gov't Aid

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3

The Latest on COVID

- CDC and OSHA Guidance on Vaccination
- Workplace Vaccination Issues
- Benefits Guidance on Testing & Vaccines
- Outbreak Period Update
- American Rescue Plan
- Questions and Answers

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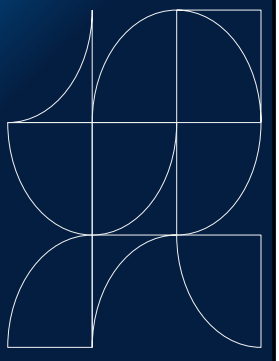
4

CDC AND OSHA GUIDANCE ON VACCINATIONS



5

CDC Guidance on Vaccinations

- Updated March 8, 2021
- People are considered fully vaccinated for COVID-19 ≥2 weeks after they have received the second dose in a 2-dose series, or ≥2 weeks after they have received a single-dose vaccine.
- Rationale –
  - Evidence suggests the vaccinated are less likely to be asymptomatic and less likely to be contagious
  - How long protection lasts and how much vaccines protect against COVID variants still under review.

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CDC Guidance on Vaccinations

Fully vaccinated people can:

- Visit with other fully vaccinated people indoors without wearing masks or physical distancing
- Visit with unvaccinated people from a single household who are at low risk for severe COVID-19 disease indoors without wearing masks or physical distancing
- Refrain from quarantine and testing following a known exposure if asymptomatic

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CDC Guidance on Vaccinations

Fully vaccinated people should continue to:

- Take precautions in public like wearing a mask and physical distancing
- Wear masks, practice physical distancing, and adhere to other prevention measures when visiting with unvaccinated people who are at increased risk for severe COVID disease or who have an unvaccinated household member who is at increased risk for severe COVID-19 disease
- Wear masks, maintain physical distance, and practice other prevention measures when visiting with unvaccinated people from multiple households
- Avoid medium- and large-sized in-person gatherings
- Get tested if experiencing COVID-19 symptoms
- Follow guidance issued by individual employers
- Follow CDC and health department travel requirements and recommendations

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CDC Guidance on Vaccinations

What the CDC Guidance means for work

- Only employee reference is that vaccinated employees who were exposed to the virus need not quarantine, but testing through a workplace screening program is recommended.
- CDC otherwise has not revised or amended its COVID guidance for the workplace.

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OSHA Guidance on Vaccinations

- **OSHA Guidance 1/29/21:**
- Make vaccine available at no cost to employees
- Vaccinated workers must continue to follow protective measures, such as wearing face masks and social distancing, because at this time, there is no evidence that COVID-19 vaccines prevent transmission of the virus from person-to-person.
- Employers should implement COVID-19 Prevention Programs. The most effective programs engage workers and their union or other representatives in the program's development, and include the following: conducting a hazard assessment; identifying a combination of measures that limit the spread of COVID-19; adopting measures to ensure that workers who are infected or potentially infected are separated and sent home; and implementing protections from retaliation for workers who raise COVID-19 related concerns.
- Protecting Workers: Guidance on Mitigating and Preventing the Spread of COVID-19 in the Workplace | Occupational Safety and Health Administration (osha.gov)

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Continue Risk Mitigation Protocols

- Arrival of vaccines does not end the pandemic.
- Employers should maintain COVID-19 mitigation protocols during distribution of the vaccine.
  - These policies may continue for a lengthy period as the vaccine is rolled out to different groups of workers and as employers work through accommodation requests.
- Employers who have operated with, e.g., social distancing, masks, etc., should be able to continue (and may be able to use these procedures as ongoing accommodations for those employees who do not receive a vaccine).

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Workplace Vaccination Issues

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Employer Vaccination Rights

- The EEOC has said all employers can require mandatory vaccines as long the employer:
  i. allows employees to receive the vaccine from a third party that does not have a contract with the employer, and
  ii. follows accommodation requirements under the ADA and Title VII.
- A vaccine is **not** a medical exam and asking employees about whether or not they have been vaccinated is **not** a disability-related inquiry.
  - Note at least one federal court has arguably held to the contrary, holding that inquiring about whether an employee is immune to a disease is a disability-related inquiry.

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Employer Vaccination Rights

- The EEOC identified two scenarios in which an employer can ask pre-screening questions without showing that they are job-related and consistent with business necessity:
  - Voluntary vaccinations: If an employer offers vaccination on a voluntary basis and the decision to answer the pre-screening questions is also voluntary. The employee can choose not to answer, and the only consequence will be that the employee will not receive the vaccine.
  - Mandatory vaccinations: If the employer mandates the COVID vaccine and an employee receives the vaccine from a third party pharmacy or other medical provider with whom the employer does not have a contract.

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EEOC and Vaccinations

Employers must have an accommodation process disability or religious objections

- Potential Accommodations
  - masks, testing, social distancing, working remotely, transfers
  - may be scenarios where accommodation is not possible considering job duties and workplaces
- Undue hardship
  - consider prevalence of employees in workplace who have been vaccinated
  - consider amount of contact person requesting accommodation would have with those whose vaccination status is unknown
- Documentation
  - documentation from medical provider on medical necessity to be excused from vaccine
  - documentation from employee/clergy related to objection to vaccine

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Employer Vaccination Rights

- Mandating vaccinations generally considered a mandatory subject of bargaining for represented employees.
  - PHT of Miami-Dade County, Order Denying Petition, Case No. DS-2016-003 (FPERC 06/28/2016)
- Several states considering bills prohibiting mandatory vaccinations
- Employee morale issues
- Employers generally using information campaigns and in some cases monetary incentives for be vaccinated.

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COVID Passports

- A method to track and verify a person's COVID-related metrics.
  - Can be paper or electronic
- Could be used to confirm contractors, business partners or even customers (e.g. air travel) are vaccinated or COVID-free
- Could be used to assure constituents that your employees are vaccinated
- Could be used to enforce a mandatory employee vaccination requirement, or to verify which employees have been vaccinated to the extent protocols change for vaccinated versus unvaccinated

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COVID Passports

Issues

- Purpose and Intent
- Technology and Data Privacy
- Equity and Accommodation Issues
- Liability and Risk Issues

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Mandatory v. Permissive

- Mandatory versus Voluntary – Pros and Cons of Mandatory Vaccines in the Workplace

Pros -

1. More people will be vaccinated – at least in theory
2. Increased morale for pro-vaccine employees
3. Tell clients and customers you require the vaccine
4. Demonstrates reasonable care

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Mandatory v. Permissive

- Mandatory versus Voluntary – Pros and Cons of Mandatory Vaccines in the Workplace

Cons

1. Unlikely you will have 100% vaccinated workforce
2. Decreased morale for anti-vaccine employees
3. Increased risk of litigation
4. Administering accommodation process
5. Potential workers compensation liability
6. Likely need to pay for time spent being vaccinated and any attendant costs
7. EEOC blesses mandate, but will the states in light of state law.
8. Possible bargaining obligations
9. Need to discipline/terminate otherwise good employees who do not want to be vaccinated.

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Mandatory v. Permissive

- Key Questions

1. Will significantly more employees will be vaccinated if you mandate the vaccine?
2. Are there better ways to encourage vaccination?
3. Is it worth waiting for one or more of the vaccines to be fully approved by the FDA (as opposed to authorized under EUA status) before deciding about a mandate?
4. Does it make sense to see what rules are established for partially vaccinated workplaces?

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Vaccination Issues – Benefits Concerns

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Vaccine Rules for Health Plan Participants

- Health plans must cover vaccines *at no cost* for all plan participants.
  - Includes associated costs (injection fee/administration charge)
- During Public Health Emergency, plans must also cover non-network vaccinations with no cost-sharing (priced at reasonable amount based on prevailing market rates)
- Mandate *does not apply to retiree-only plans.* (It does apply to retiree plans bundled with active plans)

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Vaccine Rules for Non-Health Plan Participants

- Voluntary vaccination program for non-health plan participants could create ACA issues (no issue for mandatory programs)
- Solution:
  - Bundle with EAP or onsite clinic
  - Consider HIPAA privacy concerns (still considered subject to HIPAA privacy)

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Incentivizing Vaccines

- ADA Wellness Rules only apply if incentive is limited to persons receiving vaccine through employer (directly or via onsite clinic). (Even if ADA wellness rules do not apply, reasonable accommodation required)
- If ADA applies:
  - Vaccination must be "voluntary"
    - *De minimis?*
    - 30% of cost?
  - ADA notice requirement
  - Reasonable alternative

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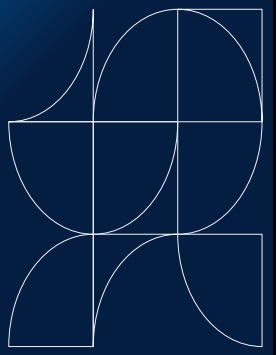
Outbreak Period Update



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Outbreak Period - Refresher

- *What is it?*
  - Due to COVID Outbreak, Agencies created "disregard" period, tolling the following deadlines occurring on or after March 1, 2020:
    - HIPAA Special Enrollment
    - COBRA Election Deadline
    - COBRA Payment Deadline
    - Claim, Appeal, External Review Filing Deadline (including health FSA claim submission deadline)
- *How Long is it?*
  - Shorter of:
    - One Year
    - Declared Public Health Emergency + 60 days

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Outbreak Period – Refresher

- Does the Outbreak Period apply to Public Sector Employers?
  - "CMS will . . . extend similar time frames otherwise applicable to non-Federal governmental group health plans, and their participants and beneficiaries
  - "CMS encourages (but will not require) sponsors of non-Federal governmental plans to provide relief to participants and beneficiaries"
  - "The relief provided by this Bulletin does not apply to health insurance issuers offering individual health insurance coverage."

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Outbreak Period – New Guidance

- Disregard period applies on a person-by-person basis
- *Start date:* Any election "permitted or required" on or after March 1, 2020
- *End date:*
  - Earlier of
    - One year after start *or*
    - Public Health Emergency + 60 days
- Plans should "consider" sending a notice informing of the end of the extension
  - Notice should inform participants of other enrollment options

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Outbreak Period - Examples

- *Polly Pfizer terminates employment on January 29, 2020. Original COBRA election deadline would have been March 30, 2020. What is Polly's new deadline*
- *New Deadline:*
  - *March 30, 2021*
- *The Math:*
  - *Original deadline (March 30, 2020) + Earlier of (1 Year or Public Health Emergency + 60 days)*
- *When is Polly's coverage effective?*
  - *January 29, 2020 (but, consider impact of ARPA)*

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Outbreak Period - Examples

- *Molly Moderna"s employer sponsors a health FSA with a run-out period deadline of March 31 following the year in which the expenses were incurred. Molly has 2019 healthcare expenses. What is her deadline to submit?*
- *New Deadline:*
  - *March 31, 2021*
- *The Math:*
  - *Original deadline (March 31, 2020) + Earlier of (1 Year or Public Health Emergency + 60 days)*

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Outbreak Period - Examples

- *Johnnie Johnson has a baby on June 1, 2021. Johnny doesn't enroll his baby within 30 days, by July 1 (as required by plan). Assume Public Health Emergency expires on March 1, 2022.*
- *New Deadline:*
  - *May 30, 2022*
- *The Math:*
  - *Original deadline + Earlier of (1 Year or Public Health Emergency + 60 days)*

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Outbreak Period – Unanswered Questions

- Does the guidance require continued coverage (subject to retro term if non-payment) *or* termination of coverage (subject to retro reinstatement if election/payment made)
  - Answer may depend on vendor administrative capabilities.
  - Guidance does not directly bind insurance carriers

33

American Rescue Plan Act – COBRA Subsidy

34

COBRA Subsidy – Your Questions Answered

- *What is it?*
  - 100% government subsidy of cost of COBRA (102% of actuarial value of coverage)
  - Covers period from April 1, 2021 – September 30, 2021
- *What type of coverage is eligible for subsidy?*
  - Definitely medical
  - Definitely *not* health FSA
  - In 2009, the subsidy also extended to dental & vision – unclear if it will under American Rescue Plan

35

COBRA Subsidy – Your Questions Answered

- *Who is Eligible?*
  - **Timeframe:** Any person still within 18-month COBRA window at any point between April 1, 2021 and September 30, 2021
    - Potentially includes anyone experiencing qualifying event retro to October 2019.
  - **Scope of Qualifying Event:** Only includes employees losing coverage due to involuntary termination (including loss of coverage due to involuntary reduction in hours) + dependents covered at time coverage was lost
  - **Offer of Other Coverage Cuts off Eligibility:** Person who have an open, active offer between April 1 and September 30 lose eligibility for subsidy

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COBRA Subsidy – Your Questions Answered

- *What are the Notice Obligations?*
  - Plan administrator (employer or its delegate) is *required* to send:
    1. Notice of enrollment right
       - New 60 day election window. Extends election right to persons:
         - Whose COBRA election window lapsed or
         - Who previously had coverage but coverage ceased due to nonpayment of premium
         - Coverage would be prospective
    2. Notice when subsidy will terminate (between 45 and 15 days prior to term)
  - Plan administrator *may* send:
    - Notice of special 90 day election window
    - Participants may switch to any other coverage option, excluding:
      - Coverage that is more expensive
      - QSEHRA or Excepted Benefit (e.g., dental or vision)
  - Government will issue model notices no later than March 11

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COBRA Subsidy – Your Questions Answered

- *Where does the Subsidy Come From?*
  - Plan does not collect COBRA premium.
  - Plan can then claim advanced payroll tax credit equal to the full amount of the subsidy.
- *Who Can Claim the Credit?*
  - Fully-insured plans:
    - Carrier claims the credit
  - Self-insured plans:
    - Employer claims the credit

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COBRA Subsidy – Your Questions Answered

- *Do Public Sector Employers Qualify?*
  - Yes
- *How Do (Self-Funded) Public Sector Employers Claim the Tax Credit?*
  - To be determined
  - In 2009, credit was claimed on Form 941
- *Does the COBRA premium subsidy provision apply to employers in Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa and the Commonwealth of the Northern Mariana Islands?*
  - Unclear, but in 2009, yes

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COBRA Subsidy – Your Questions Answered

- *What About the Outbreak Period?*
  - Unclear how the two laws will interact.
  - Will 60 day election window extend to the earlier of 1 year later or end of PHE + 60 days?
  - Will participants be given the option of either electing retro coverage (at their cost) or prospective coverage (subsidized)?
  - Can notices be combined?

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American Rescue Plan Act – Dependent Care Tax Exclusion Increase

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Dependent Care Exclusion More than Doubled

- Typical DCAP Limits:
  - $5,000 (married filing jointly)
  - $2,500 (single, married filing separately)
- 2021 DCAP Limits under ARPA:
  - $10,500 (married filing jointly)
  - $5,250 (single, married filing separately)
- Plan must be amended by end of 2021
- But….Beware the Ides of March
  - Employers that typically fail dependent care FSA testing may just fail by more

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Employee Benefits: EFML

- Extends from March 31, 2021 expiration to September 30, 2021 –
- **EMPLOYER OPT IN IS OPTIONAL**
- Increase amount of max Employee Wages on which Employer can claim a credit - $12k/Employee (from 10k)
  - Increases credit by Employer share of social security & medicare taxes (7.65%)
  - Refundable against Medicare portion of tax due only eff 4/1
- EFML can now be claimed for all reasons previously under EPSL PLUS to receive vaccine or recover from vaccine
- Contiguous 12 weeks – not replenished, only extended

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Employee Benefits: EPSL

- Extends from March 31, 2021 expiration to September 30, 2021 –
- **EMPLOYER OPT IN IS OPTIONAL**
- Max credit for PSL still capped at $511/day for EE own diagnosis, isolation, or quarantine; $200 take care of other
  - Increases credit by Employer share of social security & medicare taxes (7.65%)
  - Refundable against Medicare portion of tax due only eff 4/1
  - Gross up for health plan expenses – not part of cap
- Two weeks EPSL resets – April 1, 2021
- BOTH LEAVES – CANNOT DISCRIMINATE

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Q&A

Questions on COBRA, Dependent Care, EFML, EPSL?

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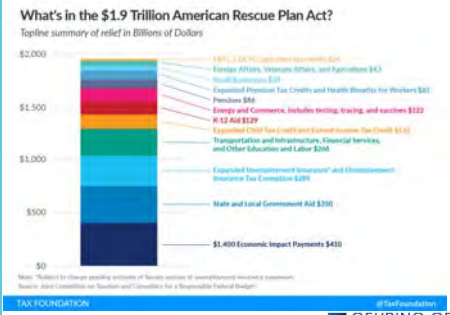
The American Rescue Plan



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Aid to Businesses, Public Health, Safety Net

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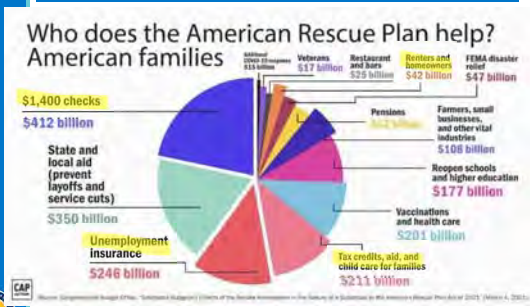
Aid to Individuals: Summary



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Aid to Individuals: Stimulus Payments

- Individual Stimulus Checks
  - $1400 Individual
  - $2800 Married Filing Joint
  - $1400 Per Dependent
- Eligibility:
  - Single: Full Amount - Income to $75,000; phases out $80K
  - Married: Full Amount - Income to $150,000; phases out $160K
- AGI – 2019 or 2020 if filed
- EFT or check: Get my payment tool
  - https://www.irs.gov/coronavirus/get-my-payment
  - https://www.irs.gov/newsroom/recovery-rebate-credit

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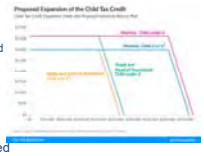
Aid to Individuals: Child Credit



- Eligibility: Full Amount 2021
  - 2020 credit: $2000 per child<17yo
  - Phase-out above 200k Single or Head of Household
  - Phase out above 400k Married Filing Joint
- Child Tax Credit Expansion - 2021
  - $3600 Child Under Age 6
  - $3000 Child Age 6-17
  - Payable in advance vs Tax Refund: ½ required up front by IRS – est July
- Eligibility: Full Amount 2021
  - Single - Income to $75,000
  - Head of Household – Income to $112,500
  - Married: Full Amount - Income to $150,000; phases out $160K
- Calculator Tool: https://www.kiplinger.com/taxes/602334/2021-child-tax-credit-calculator

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Aid to Individuals: Unemployment

- Continues additional Federal Benefit
  - $300 per week
  - March 14 – September 6, 2021
- 2020 up to $10,200 Unemployment Income Tax Free
  - $150,000 Phase-out Household Income
  - Non-stacked
  - Filed 2020 return – don't amend until IRS issues guidance

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Aid to Individuals: Marketplace Subsidies

- 100% subsidy below 133% FPL
- 100% subsidy – Unemployment income in 2021
- 8.5% max based on household income regardless of income amount

Household income (expressed as a percent of the FPL)	The American Rescue Plan's initial premium percentage is—	Current law's initial premium percentage is—	The American Rescue Plan's final premium percentage is—	Current law's final premium percentage is—
Up to 133%	--	2.0%	--	2.0%
133% up to 150%	--	3.0%	--	4.0%
Up to 150%	0.0%	--	0.0%	--
150% up to 200%	0.0%	4.0%	2.0%	6.3%
200% up to 250%	2.0%	6.3%	4.0%	8.05%
250% up to 300%	4.0%	8.05%	6.0%	9.5%
300% up to 400%	6.0%	9.5%	8.5%	9.5%
400% and higher	8.5%	N/A	8.5%	N/A

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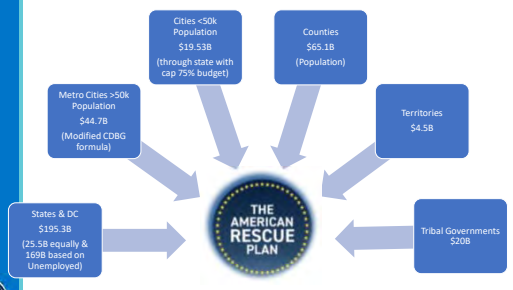
Aid to Government: Summary



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Aid to Government: State & Local

State Revenues and State and Local Aid Under the Proposed American Rescue Plan Act

Change in State Revenue in Calendar Year 2020 vs. 2019, with Proposed Federal Aid Allocations

State	Revenue Change	American Relief Act Aid Allocations: State Aid	Local Aid	Total Aid	Federal Aid Calculations: % of Loss	Per Capita
Alabama	$563,716,794	$2,088,109,980	$1,890,457,564	$3,978,567,544	--	$811
Alaska	($423,777,385)	$1,250,000,000	$257,269,324	$1,507,269,324	295%	$2,060
Arizona	$359,373,486	$4,727,380,641	$2,545,326,640	$7,272,707,281	--	$999
Arkansas	($19,800,000)	$1,625,508,134	$1,198,939,470	$2,824,447,604	8210%	$936
California	$6,167,098,000	$25,672,242,592	$14,943,211,818	$40,615,454,409	--	$1,028
Colorado	$853,587,000	$3,894,086,649	$1,879,159,818	$5,773,246,467	--	$1,003
Connecticut	($242,259,847)	$2,607,685,594	$1,640,619,508	$4,248,305,102	1076%	$1,192
Delaware	($263,695,643)	$1,250,000,000	$305,135,704	$1,555,135,704	474%	$1,597
District of Columbia	($434,620,000)	$1,712,325,487	$493,410,164	$2,205,735,651	508%	$2,075
Florida	($2,634,900,000)	$10,077,563,954	$6,047,585,455	$16,125,149,409	382%	$751
Georgia	$598,533,000	$4,584,350,259	$3,565,534,086	$8,149,884,345	--	$768

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Aid to Government: State & Local

Eligible Use of Funds (page 603)

1. COVID-19 response or negative economic impacts of it (assistance to households, small businesses, nonprofits, aid to impacted industries)
2. Provide premium pay to essential employees or grants to their employers. Premium pay couldn't exceed $13 per hour or $25,000 per worker.
3. For the provision of government services to the extent of the reduction in revenue from COVID-19
4. Investments in water, sewer or broadband infrastructure

Also: (Can transfer to private nonprofit organization, public benefit corporation involved in the transport of passengers/cargo, special purpose units of SLG (page 604))

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Aid to Government: State & Local

Disallowed Use of Funds
- Cannot spend on pensions. (page 604)
- Cannot offset revenue resulting from tax cut enacted since 3/3/2021

Establishes 10B for a Coronavirus Capital Projects Fund (Page 607)

Certifications made by governments directly to Treasury are not very specific at all, just that the jurisdiction will use the funds on eligible expenditures. (page 586)

Incentive for Non-Medicaid Expansion States to Expand Medicaid – 90%

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Additional Assistance

Emergency Rental Assistance

-$21.5B to Dept of Treas for emergency assistance grants through 09/2027

-18.36B to treasury to SLG & Territories for rental & util assistance

-9.96B to states, territories & tribes for homeowners - mortgage, prop taxes, insurance, util for homeowners

Also, $10B to HUD for homeless assistance & emergency housing

Transportation & Infrastructure

-$50B to FEMA – Vaccine efforts/assistance, PPE for public sector; disinfect schools & public facilities

-$3B Economic Development Administration

-$30B Transit: Oper costs incl PPE & PR

Airports: $8B incl $800 M for concessionaires

$3B for Aerospace manuf

Low-Income Water & Energy Assistance

-$4.5B to HHS for Low-income energy assistance program

-$500M to HHS for financial assistance for consumers financially affected by COVID for payments for water & wastewater

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Aid to Schools

Background
- ACRONYMS: institutions of higher education (IHEs); the Elementary and Secondary School Emergency Relief (ESSER) Fund, the Emergency Assistance to Non-Public Schools (EANS) program, and the Higher Education Emergency Relief Fund (HEERF)
- CARES Act allowed HEERF and ESSER authorization under the Education Stabilization Fund (ESF) – recertified under CRRSAA
- EANS program authorized under Governors Emergency Education Relief Fund (GEER) authorized by CRRSAA

Education Stabilization Fund

Table 1. Appropriations for Programs Included in the Education Stabilization Fund As Would Be Provided by the Senate Substitute to H.R. 1319

(Dollars in thousands)

Program	Appropriation
Elementary and Secondary School Emergency Relief Fund	$122,774,800
Reservation of funds by the Secretary of Education for homeless children and youth	$800,000
Emergency Assistance to Non-Public Schools	$1,750,000
Higher Education Emergency Relief Fund	$39,584,570
Total appropriation	$165,109,370

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Aid to Schools: Elementary & Secondary

Table 2. Summary of State Educational Agency (SEA) Grant Reservation Requirements Proposed Under the Elementary and Secondary School Emergency Relief (ESSER) Fund Included in the Senate Substitute to H.R. 1319

SEA Reservations and Allocations	Percent to Be Reserved or Allocated by the SEA of Total SEA Grant Award
Reservation of funds for activities to address learning loss	At least 5.0%
Reservation of funds for summer enrichment activities	At least 1.0%
Reservation of funds for afterschool programs	At least 1.0%
Reservation of funds for other state activities	At most 2.5%

SEA Reservations and Allocations	Percent to Be Reserved or Allocated by the SEA of Total SEA Grant Award
Allocation of funds for grants to local educational agencies (LEAs)	At least 90.0%
Total	100.0%

Source: Prepared by CRS based on CRS analysis of the Senate amendment to H.R. 1319 passed by the Senate and prepared pursuant to the reconciliation directives included in S.Con.Res. 5.

Notes: LEAs would be required to reserve at least 20.0% of the funds received to address learning loss.

Table 3 presents estimated FY2021 state grant amounts under the ESSER Fund at the appropriations level of $121,974,800,000 specified in the Senate substitute. The table includes estimated state grants.

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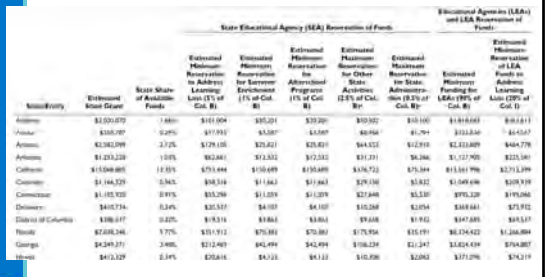
Aid to Schools: Elementary & Secondary



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Aid to Schools: Non-Public Schools

Table 4. Estimated FY2021 State Grants Under the Emergency Assistance to Non-Public Schools (EANS) Program Included in the Senate Substitute to H.R. 1319

(Dollars in thousands)

A	B	C
State	Estimated State Grant	State Share of Available Funds
Alabama	$42,310	1.54%
Alaska	$6,799	0.21%
Arizona	$59,235	2.15%
Arkansas	$24,807	0.90%
California	$174,539	6.33%
Colorado	$38,475	1.40%
Connecticut	$15,371	0.56%
Delaware	$2,361	0.08%
District of Columbia	$2,371	0.09%
Florida	$243,220	8.81%
Georgia	$61,585	2.18%

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Aid to Schools: Higher Education

Table 5. Required Reservations of Funds Under the Higher Education Emergency Relief Fund (HEERF) Included in the Senate Substitute to H.R. 1319

(Dollars in thousands)

Program	Funding
Direct Grants to Institutions of Higher Education: public and private nonprofit IHEs and postsecondary vocational institutions	$36,021,959
Direct Grants to Institutions of Higher Education: proprietary IHEs	$395,846
Subtotal for Direct Grants to Institutions of Higher Education	$36,417,804
Programs for Minority Serving Institutions	$2,965,843
Fund for the Improvement of Postsecondary Education	$197,923
Total Funding	$39,584,570

Source: Congressional Research Service (CRS) analysis of the Senate amendment to H.R. 1319 as passed by the Senate and prepared pursuant to the reconciliation directives included in S.Con.Res. 5.

Note: Details may not add to totals due to rounding.

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Aid to Schools: Higher Education

Table 6. Estimated FY2021 HEERF Allocations to IHEs Aggregated at the Sector Level Based on the Senate Substitute to H.R. 1319

(Dollars in Thousands)

Sector	Estimated Sector Amount	Percentage Share of Total Funds Available for Sector
Public, 4-year	$18,608,901	47.01%
Public, 2-year	$10,107,667	25.53%
Public, less than 2-year	$132,684	0.34%
Private nonprofit, 4-year	$7,015,869	17.72%
Private nonprofit, 2-year	$123,376	0.31%
Private nonprofit, less than 2-year	$33,462	0.08%
Proprietary, 4-year	$151,963	0.38%
Proprietary, 2-year	$133,418	0.34%
Proprietary, less than 2-year	$110,463	0.28%
Subtotal	$36,417,804	92.00%
MSI and FIPSE Funding	$3,166,766	8.00%
Total	$39,584,570	100.00%

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Other Education Related & Other

Other Relief for Higher Education Students

- Temporary student loan relief – payments deferred through Sept 30th
- Work Study Funds – unused funds can be turned into grants and continue to be aid when school suspended
- Student loan debt forgiven between 1/1/21 and 12/31/25 will be tax free
- $1.25B Shuttered venue operations – (SBA) – movie theaters, museums, performance venues of live events

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Summit Sign-Ups Open!

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Additional Resources

American Rescue Plan Act (ARPA) text
https://rules.house.gov/sites/democrats.rules.house.gov/files/BILLS-117HR1319EAS.pdf
ARP Title-By-Title Summary [LINK]
ARP Summary of Modifications to the House Bill [LINK]

Joint Committee on Taxation staff revenue estimates
https://www.jct.gov/CMSPages/GetFile.aspx?guid=52961732-5521-49ea-8443-59a539b71b62

Congressional Research Memo dated 03/09/2020 – Revised Estimate 2021 Grants to States and Institutions of Higher Education under the Education Stabilization Fund
https://gfoaorg.cdn.prismic.io/gfoaorg/54dda435-e60e-47dc-94d7-ef72c8222f3e_Revised+CD+memo_ESSER_EANS_HEERF_Senate+passed+sub+to+HR1319_3-9-21.pdf

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Additional Resources

State and Local Fiscal Relief [LINK]
Enhanced Federal Unemployment Insurance [LINK]
Expanded Earned Income Tax Credit and Child Tax Credit [LINK]
Additional Round of Direct Payments [LINK]
Education Relief Funding [LINK]
Emergency Rental Assistance [LINK]
FEMA Disaster Relief Fund Estimates [LINK]
Child Care and CCDBG [LINK]
Head Start [LINK]
Transit Relief for Urbanized Areas [LINK]
Rural Transit [LINK]
Paratransit [LINK]
Enhanced and Expanded ACA subsidies [LINK] [LINK]
Extension of ACA Premium Subsidies to UI Recipients [LINK]
Incentives for Non-Expansion States to Expand Medicaid [LINK to Increased FMAP] [LINK to Increased Coverage]

(Hover over Blue Link, Hold Ctrl button, and Click on LINK to access)

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Q&A

QUESTIONS???

…There's More Guidance Coming!

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Thank you

"For…..
Sticking Your Neck Out"

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Exhibit H
Sample Employee Benefit Newsletters

Reminder: Medicare Part D Disclosures due by March 1, 2022 for Calendar Year Plans

Group health plan sponsors are required to complete an online disclosure form with the Centers for Medicare & Medicaid Services (CMS) on an annual basis and at other select times, indicating whether the plan's prescription drug coverage is creditable or non-creditable.

This disclosure requirement applies when an employer-sponsored group health plan provides prescription drug coverage to individuals who are eligible for coverage under Medicare Part D.

The plan sponsor must complete the online disclosure **within 60 days after the beginning of the plan year**. For calendar year health plans, the deadline for the annual online disclosure is **March 1, 2022**.

Action Steps

To determine whether the CMS reporting requirement applies, employers should verify whether their group health plans cover any Medicare-eligible individuals (including active employees, disabled employees, COBRA participants, retirees, and their covered spouses and dependents) at the start of each plan year.

Employers that are required to report to CMS should work with their advisors to determine whether their prescription drug coverage is creditable or non-creditable. They should also visit CMS' creditable coverage website, which includes links to the online disclosure form and related instructions.

Important Dates

March 1, 2022
Deadline for sponsors of calendar year plans to complete an online disclosure form with CMS.

October 14, 2022
Deadline for group health plan sponsors to provide creditable coverage disclosures to Medicare-eligible individuals.

Each year, employers whose health plans provide prescription drug coverage to Medicare-eligible individuals must disclose to CMS whether that coverage is creditable or non-creditable.

This Compliance Update is not intended to be exhaustive nor should any discussion or opinions be construed as legal advice. Readers should contact legal counsel for legal advice.

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COMPLIANCE UPDATE

Agencies Issue Guidance on Coverage of OTC COVID-19 Tests

On Jan. 10, 2022, the Depts. of Labor, Health and Human Services (HHS), and the Treasury issued FAQ guidance regarding the requirements for group health plans and health insurance issuers to cover over-the-counter (OTC) COVID-19 diagnostic tests.

Legal Requirements

Plans and issuers must cover the costs of COVID-19 tests during the COVID-19 public health emergency without imposing any cost-sharing requirements, prior authorization, or other medical management requirements.

Under guidance issued in June 2020, at-home COVID-19 tests had to be covered only if they were ordered by a health care provider who determined that the test was medically appropriate for the individual. At that time, the FDA had not yet authorized any at-home COVID-19 diagnostic tests. Since then, several types of OTC at-home tests have been approved.

As of Jan. 15, 2022, the cost of these tests must be covered, even if they are obtained without the involvement of a health care provider. However, the FAQs do not require tests to be covered if they are not for individualized diagnosis (such as tests for employment purposes).

Plan Options

Plans and insurance issuers may place some limits on coverage, such as:

- Requiring individuals to purchase a test and submit a claim for reimbursement, rather than providing direct coverage to sellers.
- Providing direct coverage though pharmacy networks or direct-to-consumer shipping programs and limiting reimbursements to other sources (the actual cost of the test, or $12, whichever is lower).
- Setting limits on the number or frequency of OTC COVID-19 tests that are covered (no less than 8 tests per month or 30-day period).
- Taking steps to prevent, detect and address fraud and abuse.

Important Dates

Dec. 2, 2021
President Biden announced that guidance would be issued clarifying coverage of OTC COVID-19 tests.

Jan. 10, 2022
Federal agencies issued the guidance implementing the requirements for coverage of OTC COVID-19 tests.

Jan. 15, 2022
Deadline for plans and issuers to provide coverage for OTC COVID-19 tests available without a health care provider order or assessment.

At-home COVID-19 tests must be covered even if they are obtained without the involvement of a health care provider.

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

This Compliance Update is not intended to be exhaustive nor should any discussion or opinions be construed as legal advice. Readers should contact legal counsel for legal advice.

GEHRING GROUP

COMPLIANCE UPDATE

Proposed Rule Extends ACA Reporting Furnishing Deadlines

On Nov. 22, 2021, the IRS released a proposed rule that extends the annual furnishing deadlines for Sections 6055 and 6056 reporting under the Affordable Care Act (ACA). This proposed rule essentially makes permanent the furnishing deadline extension that has been provided for each prior year of ACA reporting. Specifically, the proposed rule:

- **Extends the due date for furnishing statements to individuals** under Sections 6055 and 6056 by **30 days** from Jan. 31 each year; and
- **Provides additional penalty relief related to furnishing statements to individuals under Section 6055** for every year in which the individual mandate penalty is zero. Under this relief, employers generally will only have to provide Form 1095-B to covered individuals upon request.

The proposed rule also provides that minimum essential coverage (MEC) does not include Medicaid coverage that is limited to COVID-19 testing and diagnostic services provided under the Families First Coronavirus Response Act (FFCRA).

Under the proposed rule, the due date for filing forms with the IRS under Sections 6055 and 6056 remains unchanged. This means that forms must generally be filed with the IRS by **Feb. 28** of the year following the calendar year to which the statement relates (or **March 31**, if filing electronically).

Action Steps

This rule is in proposed form and has not been finalized. **However, the proposed rule provides that taxpayers may rely on the guidance in the rule beginning with the 2021 calendar year, even before the rule is finalized.**

Highlights

- The proposed rule provides an automatic 30-day extension of the annual deadline to furnish individual statements under Sections 6055 and 6056.
- The proposed rule also provides an alternative method for furnishing statements to individuals under Section 6055 for every year that the individual mandate penalty is zero.
- The annual deadline for filing returns with the IRS is not affected.

Important Dates

30 Days from January 31

Individual statements are due 30 days after Jan. 31 of the year following the calendar year to which the statement relates

February 28

Annual deadline for filing with the IRS on paper

March 31

Annual deadline for filing with the IRS electronically

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

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Proposed Rule Extends ACA Reporting Furnishing Deadlines

Sections 6055 and 6056 Reporting

Sections 6055 and 6056 were added to the Internal Revenue Code (Code) by the ACA.

- Section 6055 applies to providers of MEC, such as health insurance issuers and employers with self-insured health plans. These entities will generally use Forms 1094-B and 1095-B to report information about the coverage they provided during the previous year.
- Section 6056 applies to applicable large employers (ALEs)—generally, those employers with 50 or more full-time employees (including full-time equivalents) in the previous year. ALEs will use Forms 1094-C and 1095-C to report information relating to the health coverage that they offer (or do not offer) to their full-time employees.

Individual statements (Forms 1095-B and 1095-C) are generally required to be furnished by **Jan. 31** each year. Forms are generally required to be filed with the IRS by **Feb. 28** annually (or by **March 31** annually, if filing electronically).

Extended Furnishing Deadlines

The proposed rule provides an **automatic extension of 30 days** to furnish statements (Forms 1095-B and 1095-C) to individuals under Sections 6055 and 6056. Because the extension is automatic, reporting entities would not need to formally request an extension from the IRS.

Under the proposed rule, statements furnished to individuals will be timely if furnished **no later than 30 days after Jan. 31** of the calendar year following the calendar year to which the statement relates. If the extended furnishing date falls on a weekend day or legal holiday, statements will be timely if furnished on the next business day.

This rule is in proposed form and has not been finalized. **However, the proposed rule provides that taxpayers may rely on the guidance in the rule beginning with the 2021 calendar year, even before the rule is finalized.**

Impact on Filing Deadline

The proposed rule does not extend the due date for filing Forms 1094-B, 1095-B, 1094-C or 1095-C with the IRS. This due date remains **Feb. 28**, if filing on paper, or **March 31**, if filing electronically. Because the due dates are unchanged, potential automatic extensions of time for filing information returns are still available under the normal rules by submitting Form 8809. Additional extensions of time to file may also be available under certain hardship conditions.

Alternative Method of Furnishing under Section 6055

The individual mandate penalty has been reduced to zero, beginning in 2019. As a result, an individual does not need the information on Form 1095-B in order to calculate the individual's federal tax liability or file a federal income tax return. However, reporting entities required to furnish Form 1095-B to individuals must continue to expend resources to do so.

For all years that the individual mandate penalty is zero, the proposed rule provides an **alternative manner for a reporting entity to furnish statements to individuals under Section 6055**. Under this alternative manner of furnishing, the reporting entity must post a clear and conspicuous notice on its website stating that responsible

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legal advice.

Proposed Rule Extends ACA Reporting Furnishing Deadlines

individuals may receive a copy of their statement upon request. The notice must include an email address, a physical address to which a request may be sent and a telephone number to contact the reporting entity with any questions. Reporting entities must generally retain the website notice until Oct. 15 of the year following the calendar year to which the statement relates.

ALEs that offer self-insured health plans are generally required to use Form 1095-C, Part III, to meet the Section 6055 reporting requirements, instead of Form 1095-B. Self-insured ALEs may use this relief for employees who are enrolled in the ALE's self-insured plan and who are not full-time employees of the ALE, as well as for non-employees (such as former employees) who are enrolled in the self-insured plan. **However, ALEs may not use the alternative method of furnishing for full-time employees who are enrolled in the self-insured plan.**

If, in the future, the individual mandate penalty is not zero, the IRS anticipates that reporting entities will need adequate time to develop or restart processes for preparing and mailing paper statements to responsible individuals. If the individual mandate penalty is modified in the future, the IRS anticipates providing guidance, if necessary, to allow sufficient time for reporting entities to restart the reporting process.

Elimination of Good Faith Transition Relief from Penalties

For each prior year of reporting, the IRS has provided transitional good-faith penalty relief for reporting entities that could show that they made good faith efforts to comply with the information reporting requirements. However, **the transitional good-faith relief from penalties for the reporting of incorrect or incomplete information on information returns or statements is not available for reporting for tax year 2021 and subsequent years**.

This good-faith relief was intended to be transitional to accommodate public concerns with implementing new reporting requirements under the ACA. These reporting requirements have now been in place for six years, and the IRS has determined that transitional relief is no longer appropriate. Therefore, the IRS has discontinued the transitional good-faith relief after tax year 2020.

Medicaid Coverage of COVID-19 Testing and Diagnostic Services

Prior guidance as a result of the COVID-19 pandemic has provided that Medicaid coverage that is limited to COVID-19 testing and diagnostic services under the FFCRA is not MEC under a government-sponsored program. As a result, an individual's eligibility for this type of coverage does not prevent the individual's eligibility for a premium tax credit.

The proposed rule adds Medicaid coverage for COVID-19 testing and diagnostic services to the health coverages listed in regulations that do not qualify as MEC under a government-sponsored program.

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legal advice.

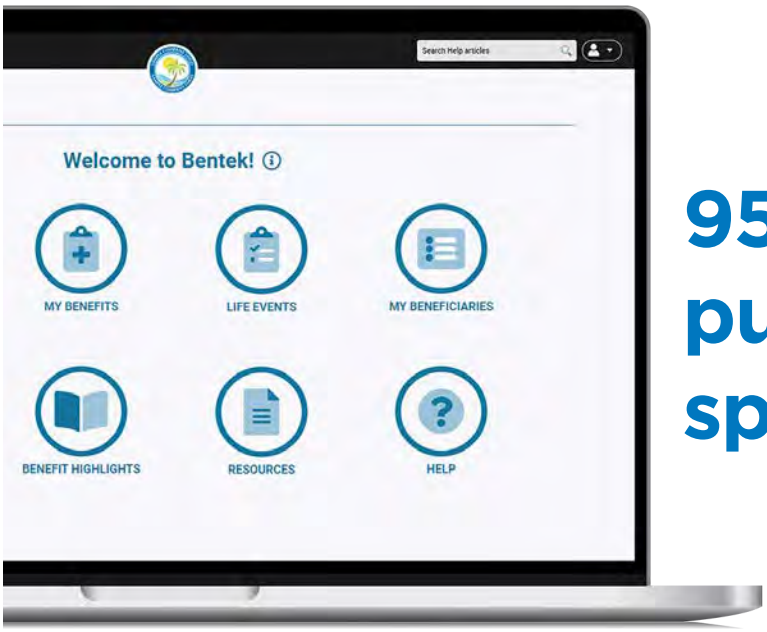
Exhibit I
Bentek® Overview

bentek℠
BENEFITS TECHNOLOGY

CLIENT INSPIRED **BENEFITS TECHNOLOGY**

mybentek.com

Client Inspired Benefits Technology



95% of our clients are public sector. Do you speak public sector?

▶ **We Customize!** Bentek's customization capabilities are limitless, with over **4,500 business rules**. We can offer our clients a custom solution that meets their needs, because no client is cookie-cutter.

▶ **Open Enrollment is Simple!** We believe that open enrollment should be simple and easy. Bentek's 6 STEP enrollment process uses progressive screens and makes enrollment take less than **5 minutes!** We support passive enrollment too, which employees can complete in as little as 2 steps.

▶ **Unlimited Support is Included!** Bentek's dedicated client services team provides every client year-round open enrollment implementation and support at no additional cost.

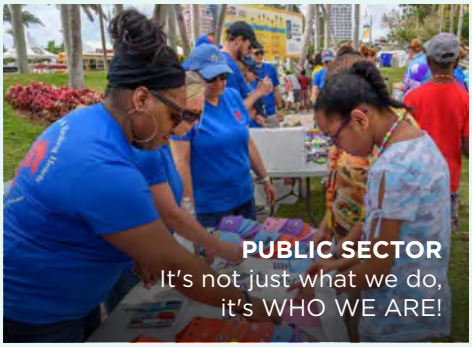
▶ **No Downtime During Open Enrollment!** Downtime should be reserved for vacation. Bentek manages your open enrollment simultaneously with year-round administrative functions so administrators don't miss a beat during this busy time.

▶ **Employee Benefit Center!** Employee self-service enables employees to upload documents, confirm status, access forms, update beneficiaries, and receive notifications and communications from the administrator.

▶ **Report and Eligibility Automation!** With our schedulers, administrators can automate the generation and transmission of reports and eligibility files.

▶ **Engaged & Informed!** We **rely on client feedback and insight** to help us define product features and determine prioritization. We publish our product roadmap in the Bentek application, so clients remained informed of upcoming enhancements.

Our Story. Our People.



We're a Company with a BIG HEART, citizens who are engaging, serving, and supporting the homeless, the disabled, the survivors, and the needy through our Helping Hands and Healing Hearts Committee. And it's those same dedicated hands and hearts that serve our public sector clients generously and enthusiastically, ensuring long term success and client retention.

We believe in providing hassle free, all-inclusive services to the public sector, so that public sector employers and employees can serve their communities.

Client Inspired Benefits Technology

100% Implementation Success

- 5 Phase Consultative Approach
- Dedicated Implementation Team
- Regular Scheduled Implementation Calls
- Business Process Review
- Benefit Discovery and Analysis
- Initial Data Audit (Payroll/HRIS/Carriers)
- Case Building & Configuration
- EDI Specialist
- User Acceptance Testing
- Unlimited Administrator Training

Client Retention

98.5%

Unlimited Service & Support

- Dedicated Client Success Team
- Regular Scheduled Status Calls
- Best Practices Consulting
- Case Building
- 1-1 Regulatory/ACA Compliance Assistance
- Unlimited Technical Support
- Unlimited Admin Support
- Renewal Management & Site Updates
- Unlimited Educational Support (Webinars, Trainings, Annual Summit)

Benefits Administration

- Admin Dashboards
- Admin Configuration Tools
- Announcements Center
- Document Center
- Automated Eligibility Files
- File & Report Scheduling
- Dependent Verification
- ACA Reporting/Compliance
- Carrier Self-Billing
- Standard Reporting
- Report Building Tool
- System Notifications
- Transaction History
- Wellness Programs
- Retiree & Cobra
- HR/Payroll Integration
- Trusts, Pools, & Multiple Employers

The Employee Experience

- Single Sign-On | Multi-Factor Authentication
- Logic Based Enrollment
- Personalized Content
- Benefit Shopping
- 6-Step Progressive Enrollment Process
- Passive Enrollment Support
- Easy Access to Benefits Enrollment and History
- Access to Dependent Information
- Upload Supporting Documents
- Group Benefit Highlights & Plan Details
- Resources Center
- Benefits Shopping Cart
- Beneficiary Designation
- Electronic Acknowledgments
- Web & Mobile Enabled Access
- Worksite Benefit Enrollment and Integration
- Decision Support Tools

adminsights

Administrators have access to useful data and helpful system activities at their fingertips – including pending qualifying events, enrollment submissions, and plan statistics.

benchek

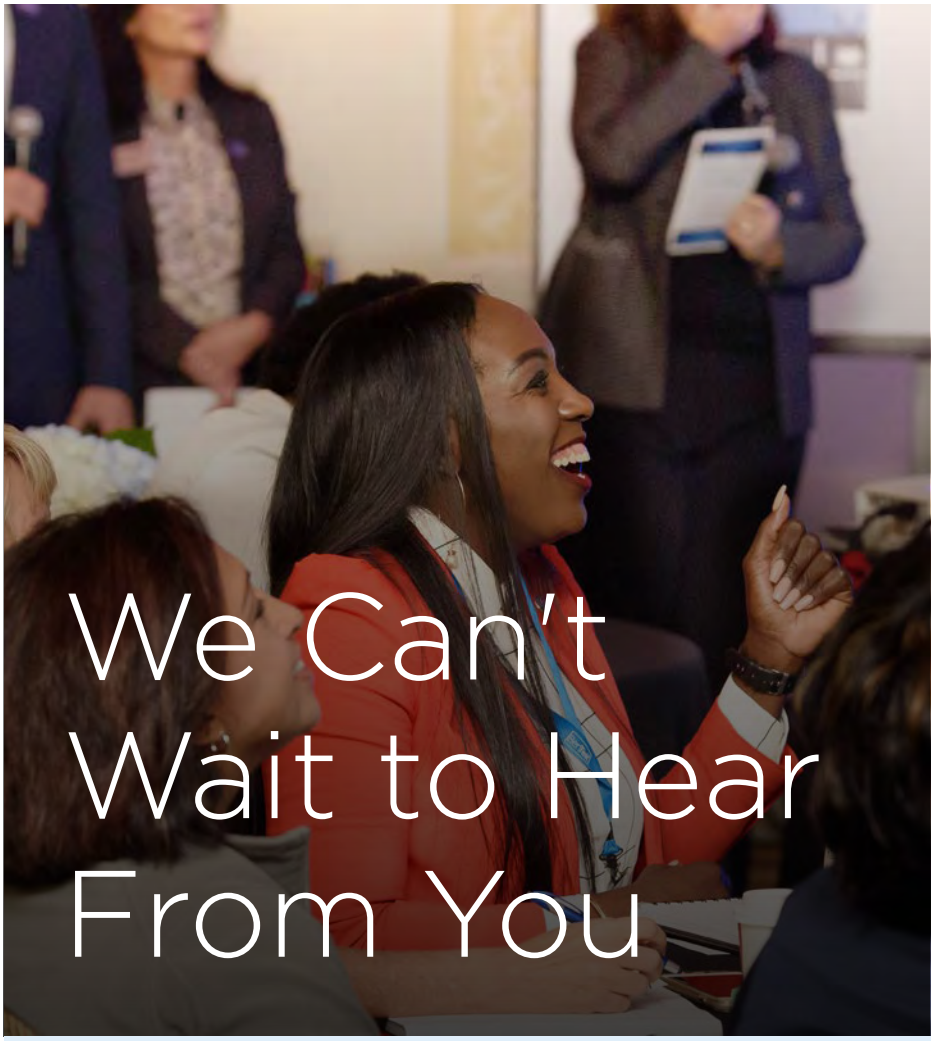
Bentek offers a unique set of features that automate the life cycle of benefits for clients. Benchek allows clients to view real-time comparisons of personnel data, eligibility and benefit deductions from their HRIS/Payroll systems continuously. Bentek serves as a single system of record for benefits administration with checks and balances that clients can trust.

The Value of Benchek:

- Payroll Auditing Tool
- Automated Personnel Data Import
- Payroll/HRIS Integration
- Payroll Deduction Export
- Payroll Adjustments
- Electronic Data Interchange

retiresweet

Administrators can streamline the management of retirees with Bentek. Bentek's retiresweet is packed with features to help Administrators manage retiree eligibility and enrollment, calculate subsidies, track pension information, generate premium invoicing and track payments.



We Can't Wait to Hear From You

Phone: 877.523.6835
Email: sales@mybentek.com

bentek
BENEFITS TECHNOLOGY

OUR CLIENTS HAVE SPOKEN!

"We are thankful to the management and staff at Bentek for your professionalism, attention to detail, and your steadfast commitment to the Group Health Insurance staff and the employees of the Government of the United States Virgin Islands. Thank you for giving us the tool to do what we do more efficiently."

Government of the U.S. Virgin Islands

"The Bentek team is extremely knowledgeable and helpful. Customer service is top priority. Their dedicated team has been there every step of the way from implementation to training to daily support. With the help of Bentek we have streamlined our benefit enrollment and benefit administration process."

City of Naples, Florida

"Thank you to Bentek listening to customers to always make enhancements to the system to benefit our use of the system!"

City of Greenville, South C

RFP 2022-03 - Insurance Agent Broker Services

Opening Date: March 16, 2022 5:00 PM

Closing Date: April 19, 2022 2:00 PM

Vendor Details

Company Name:	RSC Insurance Brokerage, Inc.
Does your company conduct business under any other name? If yes, please state:	Gehring Gehring, a Risk Strategies Company
Address:	3500 Kyoto Gardens Drive Palm Beach Gardens, FL 33410
Contact:	Cindy Thompson
Email:	cindy.thompson@gehringgroup.com
Phone:	561-626-6797
Fax:	561-626-6970
HST#:	16-1689464

Submission Details

Created On:	Monday April 18, 2022 11:21:27
Submitted On:	Tuesday April 19, 2022 12:48:46
Submitted By:	Cindy Thompson
Email:	cindy.thompson@gehringgroup.com
Transaction #:	282cf393-4624-434b-97e5-6d9562e48010
Submitter's IP Address:	170.55.66.178

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "**MANDATORY**" field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the City (unless otherwise specified).

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank.Do not enter a $0.00 dollar value.

Exhibit A - Fee Proposal (30 Points)

The omission of reference to any item in this worksheet shall not, however, alter the intent of the bid form or relieve the Contractor of the necessity of furnishing all the required services that is required by this Contract.

Provide a description of the compensation structure proposed by the brokerage firm. The description shall include all bases for remuneration proposed by the firm, i.e., commission, fee, other. Broker shall complete Exhibit A- Fee Proposal, providing all rates, commissions, fees, other expenses, and all other elements of compensation for a total compensation proposal.

Describe all available fee structures offered by your firm; including travel charges and any other cost that may be passed on to the City of Parkland.

Fee/Pricing information is not to be included in any other area of the response. Only in this section.

COVERAGE	COMMISSION RATE	Percent Spelled Out
Medical	$5.0000	Five percent
Dental	$10.0000	Ten percent
Vision	$5.0000	Five percent
Life and AD&D	$5.0000	Five percent
Long Term Disability	$5.0000	Five percent
Employee Assistance Plan	$10.0000	Ten percent
Pet Insurance	$10.0000	Ten percent
Supplemental	$15.0000	Fifteen percent or carrier default

Firm Qualifications (20 Points)

This section of the proposal should establish the ability of Proposer to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

	Response: *

Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.	The Gehring Group, Inc. was incorporated in [illegible] headquartered in Palm Beach Gardens, Flori[illegible] of RSC Insurance Brokerage, Inc. on Decem[illegible] and is pleased to provide this proposal in response to the City of Parkland's RFP for Insurance Agent Broker Services under our new name. Through our extensive experience over the past 29 years serving as Benefits Consultant/Broker for over 120 Florida public sector entities, we are confident that our firm will offer efficiencies, value added services, in-depth public sector experience, and an unparalleled service standard with the goal of not merely meeting the City's needs, but exceeding expectations. Local team members have an average of 12.2 years and leadership having an average of 17.9 years of industry experience. Our team meets all years of service, licensing and technical requirements outlined in the RFP and is known for its innovative approach to employee benefits. Offering the most comprehensive scope of services, our team provides the highest level of benefits expertise and educational opportunities. Gehring Group currently employs over 70 full-time staff members at its Palm Beach Gardens location, with remote employees located in Tampa, Sarasota, Bradenton, Orlando, Parrish, and Parkland, Florida. Upon becoming a division of RSC Insurance on January 1, 2022, Gehring Group now has even more to offer. RSC was founded in 2008 and has $900 million in annualized revenue, over 3,000 valued team members and places employee benefit program premiums in excess of $2.5 billion per year. We are industry leaders, ranking in the top three in the country in various specialties and have a robust offering in both employee benefits and property & casualty. As part of the RSC family, Gehring Group continues our public sector focus, currently serving numerous clients similar in scope and size to the City who have successfully implemented leading edge concepts such as Consumer Directed Health Plans, creative Stop Loss programs, Onsite Clinics, and Innovative Wellness Programs. In addition to expert level benefits consulting services, we are also known for the value-added services that we provide to our clients including: Legislative Updates & Planning Employee Advocacy Services Actuarial Services & Data Analytics Custom Graphics and Communications Wellness Program Consulting Employee Health Center (Clinic) Consulting Human Resources and Compliance Resources Educational & Networking Opportunities We hold a strong commitment to hiring talented high caliber professionals for our team and remaining on the cutting edge of industry innovation. Such strategic hires include former risk management personnel with public sector experience as well as former insurance carrier personnel with significant client service and underwriting experience. In addition, our team also includes additional staff resources with varying specialties and industry-specific certifications including but not limited to CEBS, REBC, SPHR, and various specialty designations including Certified Self-Funding Specialist (CSFS), Certified Healthcare Reform Specialist (CHRS), Voluntary/Worksite Benefits Certification, Benefits Technology Certification, USA Mental health First Aid – National Certification and Medicare Certification from NAHU. Our philosophy is to provide a comprehensive level of superior brokerage and consulting services to each of our clients. We take an innovative, proactive approach to continuously enhance the quality of our performance level beyond industry standards. We are a collaborating partner, helping each client accomplish their desired benefits program goals by developing long term strategies and working diligently to produce positive results through analytics, innovation, and technology. In addition, all service team members have achieved their Florida insurance license and can legally advise employees regarding their benefit options.
Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer's ability to complete the project.	RSC Insurance Brokerage, Inc., a privately held corporation, employs a conservative fiscal approach and prudent decision making. The predominant portion of RSC's revenue is received from insurance brokerage and consulting fees, and RSC has enjoyed continuous, year-to-year operating income. There are no foreseen conditions that may impede our ability to complete the project.

Describe the firm's experience in performing work of a similar nature to that solicited in this competitive solicitation, and highlight the participation in such work by the key personnel proposed for assignment to this project.	Having served over 120 public sector entities, our team has significant expertise in servicing all lines of employee benefits providing similar services for local governmental entities in Florida. Specifically, the proposed Lead Consultant, Marc Rodriguez' experience includes, but is not limited to, providing employee benefits broker and consulting services to each of the following public entities similar in size and complexity to the City of Parkland: 1. City of Coconut Creek 2. CareerSource Palm Beach County 3. City of Cooper City 4. City of Lighthouse Point 5. Loxahatchee River District 6. City of Marco Island 7. Village of Royal Palm Beach 8. City of Sanibel 9. City of Sebastian 10. City of Coral Gables Public sector is not just a division of our firm – it's all we do. Our team has a comprehensive level of experience in conducting all phases of the procurement process, analysis, and recommendation process for all lines of employee benefits coverage, whether fully insured or self-insured. Our involvement will be comprehensive as we compile the RFP data for submission to the insurance market and work with the procurement division to maintain integrity with the bid process. Our team has vast experience in the solicitation of all types of insurance, and we are confident that the acquisition of various competitive options will be accomplished. We are also very experienced in giving recommendation presentations to employee committees, union groups, Boards of Directors, City/Town Councils and County Commissioners. Our staff also has extensive experience with reviewing, implementing, and servicing all types of programs that include Health Savings Accounts (HSA), Health Reimbursement Accounts (HRA), Consumer Driven Health Plans (CDHP), and Cafeteria Plans. Through our knowledge and expertise, Gehring Group is able to aid clients in determining which plans represent viable options in order to assist management in making informed decisions regarding new concepts and ascertaining benefit programs that are in the best interest of their organization and membership. We work with the City to ensure that all benefit obligations have been considered throughout the RFP, evaluation, and implementation process, and that the resulting contracts conform with the City's obligations under any union agreements. With our extensive public sector client base, our team also has access to a significant amount of in-house benchmark information including premium rates, employee/employer contributions, benefits data, carrier trend factors, ASO fees, reinsurance premiums and other comparative data. With our carrier leverage, access to information, and our familiarity with the public sector market as a whole, our team can negotiate more effectively on behalf of our clients. We also support our clients in our role as advisor in the face of the Affordable Care Act and the recent legislation issued by the new administration. We have assisted and continue to assist our clients through the compliance steps mandated by ACA, FFCRA, the CARES Act, the America Rescue Plan Act, etc., and routinely guide our clients with compliance and preparing financially in anticipation of legislative regulations. During this time of legislative change, Gehring Group has taken on the role of becoming and educational resource for our clients by consistently hosting informative seminars and webinars on relevant topics. Gehring Group has also proven to be invaluable in assisting clients to control spiraling benefit costs. We continually ensure clients are up to date and informed on the latest market trends and cost saving options. We recommend that our clients make employee benefits management a strategic initiative by defining objectives and developing an action plan based on meeting those objectives and ensuring an organized, complete approach to fulfilling our clients' benefits needs.

Management, Supervisory and Staff Experience (15 points)

This section of the proposal should establish the method that will be used by the Proposer to manage the Scope of Work as well as identify key personnel assigned to the Scope of Work.

Proposer should:

- Complete Management, Supervisory and Staff Experience parts 1 - 3 in the Document Upload area titled: Team Staffing
- Complete Management, Supervisory and Staff Experience part 4 in the Document Upload area titled: Organization Chart
- Complete Management, Supervisory and Staff Experience part 5 in the blank area below.

	Response: *
Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of City of Parkland.	This statement is to acknowledge that key personnel will be available to the extent proposed for the duration of the project and no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City of Parkland.
List the members of the project team including subcontractors. Provide a brief resume for each team member for this project. Provide any other documentation that may be of importance to this project and the project team.	The proposed project team includes the following individuals. Resumes for each are included in the "Team Staffing" section of the Documents Upload area. Lead Benefits Consultant/Project Manager - Marc Rodriguez, REBC Backup Benefits Consultant - Rommi Mitchell Employee Benefits Analyst - Christie Jensen Senior Account Manager - Shauna Whittingham Account Relations Manager - Pamela Cruz

Methodology including Technical Approach and Understanding of the Scope of Services (30 p

Proposer shall provide a narrative, which addresses the Scope of Work and shows Proposer's understanding of City of Parkland's needs and requirements.

	Response: *
Describe the approach to completing the tasks specified in the Scope of Services.	Please see Exhibit A - Scope of Services in the Documents Upload section.
Include an implementation schedule on how the Proposer plans on meeting the required report deadlines.	Please see Exhibit B - Implementation Timeline in the Documents Upload section.
Provide a narrative which addresses the Scope of Work and shows Proposer's understanding of the City of Parkland's needs and requirements.	At Gehring Group, we're approaching three decades invested in believing that insurance is about advisory services, not just the placement and sale of a product. On December 31, 2021, Gehring Group became a Division of RSC Insurance Brokerage, Inc. and now has even more to offer. Gehring Group continues to provide sophisticated insurance programs, solutions and related resources that best meet each public sector client's individual needs. We employ an atmosphere of collaboration, a culture of teamwork, provide value-added resources, and design and implement innovative and progressive solutions. With our extensive experience servicing numerous large group public sector clients, this level of sophistication has encouraged innovation, a national outreach and perspective; attracted and developed outstanding professionals, resources, and partner access; and given us top tier recognition with insurance carriers. Upon review of the City of Parkland's RFP # 2022-03 for Insurance Agent Broker Services, it is evident that the City desires to maintain a competitive yet cost effective employee benefits and program and is seeking an experienced insurance professional to provide comprehensive year-round services in order to accomplish this goal. These services would include expert knowledge of self-insured programs, network discounts, all available programs and funding options, consistent monitoring of the program claims experience, review of contract language, and the provision of budgetary projections and funding recommendations as well as knowledge of the insurance industry as a whole. Inherent in this process would be marketing and renewal analysis, the RFP and evaluation process, recommendations to staff, monitoring of legislative updates, and assistance with compliance issues. Based on our 29-year history servicing the public sector market, we are confident that we can assist the City of Parkland in meeting its employee benefits objectives while remaining conscious of budgetary requirements or limitations. Gehring Group's strategy and service philosophy center around remaining involved with our clients on a year-round basis providing recommendations, legislative guidance, and employee benefits plan assistance. Our team employs a number of strategies in helping our clients achieve their benefit program and budget goals. Our approach begins with regular meetings with you to understand your organization's goals, budget, organizational considerations (such as unions, hiring/layoffs), culture, and plan competitiveness compared to benchmark and local entities. Additionally, we will review claim loss ratios along with assessment of trends over multiple years. Additionally, we keep our clients informed regarding requirements associated with the Affordable Care Act as well as recent legislation including the Firefighter Cancer Bill, FFCRA, CARES Act and the American Rescue Plan Act. Gehring Group's goal is to maintain long-term client relationships and assist our clients in developing long range strategies to conform to their overall financial goals. It is also important to note that since over 90% of the Gehring Group's client base is public sector, our firm is uniquely qualified in its understanding of public entity issues. We understand the bid process, public record laws and union obligations while maintaining familiarity with the constantly changing and complex Statutes that apply to governmental organizations. This specialized knowledge is especially vital when negotiating renewals and program changes with insurance carriers and health insurance consortiums. The experience we offer guarantees that no piece of the puzzle will be missing when a benefit change is implemented. Gehring Group's comprehensive level of service includes all services outlined in the RFP scope of services, with no limits on the number of meetings and no travel or printing costs passed through to the City of Parkland. Our approach to employee benefits advisory services is based upon sophisticated analysis of data, awareness of local and regional options, and the strategic focus to help our clients chart a course for both the short and long term. Our strategic approach starts with being innovative and proactive, thinking "over the horizon" and planning today's actions regarding health care and employee benefits based on tomorrow's needs. We understand that employee benefits are a very important aspect of an employee's compensation package. As an independent consultant, our goal is to ascertain that all available products and insurers are considered to ensure that the City of Parkland finds the best match for its needs.

Qualification Statement Part 1

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

Company Profile	Response *
Name of Company	RSC INSURANCE BROKERAGE INC
Address	3500 Kyoto Gardens Dr.
City	Palm Beach Gardens
State	FL
Zip	33410
Telephone Number	561-626-6797 or 800-244-3696
Fax Number	561-626-6970
How many years has your organization been in business under its present name?	14 Years
Under what former name(s) has your business operated?	Gehring Group, Inc. (October 12, 1992, until its acquisition by RSC Insurance Brokerage, Inc. on December 31, 2021)
At what address was that/those business(es) located?	3500 Kyoto Gardens Dr. Palm Beach Gardens, FL 33410
Are you a: sales representative, distributor, broker, or manufacturer, of the commodities/services bid upon?	Insurance broker and/or consultant

Qualification Statement Part 2

Note: if you are providing the Local Vendor Preference Form, you can do so through the Document Upload area under the "Local Vendor Preference Form" upload area. All Certifications can be uploaded to the "Certification for Qualification" area.

	Response *	Additional Information, if required
Are you operating under Fictitious Name ("dba")? If Yes, submit evidence of compliance with Florida Fictitious Name Statute.	○ Yes ◉ No	
Are you Certified? If Yes, ATTACH A COPY OF CERTIFICATION	◉ Yes ○ No	
Are you Licensed? If Yes, ATTACH A COPY OF LICENSE	◉ Yes ○ No	
Are you claiming Minority Participation, as per Section 2.26? (If yes, please attach supporting documentation)	○ Yes ◉ No	
Are you claiming Local Preference, as per Section 2.34? (If yes, please complete Local Vendor Preference Form)	○ Yes ◉ No	
Do you have the required insurance coverage's set forth in the competitive solicitation? If Yes, ATTACH A COPY OF INSURANCE CERTIFICATES.	◉ Yes ○ No	
Has your company or you personally ever declared bankruptcy? If Yes, explain:	○ Yes ◉ No	
Have you ever received a contract or a purchase order from the City of Parkland or other governmental entity? If yes, explain (date, service/project, bid title, etc.):	◉ Yes ○ No	Gehring Group's current contract with the City is for the period of 8/17/2017 through 9/30/2022
Have you ever received a complaint on a contract or bid awarded to you by any governmental entity? If yes, explain:	○ Yes ◉ No	
Have you ever been debarred or suspended from doing business with any governmental entity? If yes, explain:	○ Yes ◉ No	
Do you affirm that you serve as a consultant or broker, independently, and are not affiliated with an insurance company, third party administrative agency or provider network.	◉ Yes ○ No	
Does your firm have any existing or potential relationships with insurance carriers or vendors who may be considered a conflict of interest to the City of Parkland. If yes, explain:	○ Yes ◉ No	

Minimum Experience Requirements

In order to be considered, Proposers must provide evidence that they are qualified to satisfactorily perform the specified services. Evidence shall include all information necessary to certify that the Proposer has provided services of a type similar to the services sought in this competitive solicitation. The evidence will consist of listing contracts for similar services that have been provided to public and/or private-sector clients, within a minimum of the last five years.

IN THE SPACE BELOW, Proposer must provide details fulfilling above minimum experience requirements. It is mandatory that proposers use this form in order to indicate that the minimum experience requirement is met. No exceptions will be made.

	Project #1 *	**Project #2** *	**Project #3** *
Project Name/Location:	Village of Royal Palm Beach	City of Coconut Creek	CareerSource Palm Beach County
Owner Name:	Marc Rodriguez, REBC	Marc Rodriguez, REBC	Marc Rodriguez, REBC
Contact Person:	Monika Bowles, Human Resources Director	Tim McPherson, Human Resources Director	Lisa Galan, Human Resources Specialist
Contact Telephone No.	(561) 790-5116	(954) 973-6715	(561) 340-1060 ext. 2203
Email Address:	mbowles@royalpalmbeach.com	tmcpherson@coconutcreek.net	lgalan@careersourcepbc.com
Yearly Budget/Cost:	Benefits Plan Cost: $1.7 million	Benefits Plan Cost: $5.7 million	Benefits Plan Cost: $1.4 million
Date of Contract, From:	11/11/1993	6/1/2010	10/1/2007
Date of Contract, To:	contract ongoing	contract ongoing	contract ongoing

Mandatory Forms Checklist

Please review and be sure the mandatory forms are included in your submission.

Form	**Yes - No** *
Authority to Execute Proposal and Contract	(•) Yes ( ) No
Background Check and Employment Verification Affidavit	(•) Yes ( ) No
Certification and Acknowledgement of Business Type	(•) Yes ( ) No
Drug Free Workplace Form	(•) Yes ( ) No
Foreign (Non-Florida) Corporate Statement	(•) Yes ( ) No
Non-Collusive Affidavit	(•) Yes ( ) No
Proof of Insurance	(•) Yes ( ) No
Public Entity Crime Statement	(•) Yes ( ) No
Scrutinized Vendor Certification	(•) Yes ( ) No
W-9	(•) Yes ( ) No

All references stated shall be for the same or similar scope as the one described in this Bid.

References

Provide specific references for at least four customers (preferably public entities), including customers served by the firm's nearest office to the City. They should be of similar size, complexity and magnitude to the City. **Please do not include the City of Parkland or City of Parkland employees as references.** Additional references may be provided by attachment.

Description	Reference #1 *	Reference #2 *	Reference #3 *	Reference #4 *	Reference #5
Organization:	City of Coconut Creek	City of Dania Beach	City of Lighthouse Point	Village of Royal Palm Beach	City of Margate
Address:	4800 West Copans Road Coconut Creek, Florida 33063	100 W Dania Beach Blvd Dania Beach, Florida 33004	2200 Northeast 38th Street Lighthouse Point, Florida 33064	1050 Royal Palm Beach Boulevard Royal Palm Beach, Florida 33411	5790 Margate Boulevard Margate, Florida 33063
Contact:	Tim McPherson, Human Resources Manager	Linda Gonzalez, Human Resources Director/Risk Manager	Kathryn Sims, City Clerk	Monica Bowles, Human Resources Director	Laurie Meyer, Human Resources Director
Phone Number:	(954) 973-6715	(954) 924-6810 x3608	(954) 943-6500	(561) 790-5116	(954) 935-5342
Email address:	tmcpherson@coconutcreek.net	lgonzalez@daniabeachfl.gov	ksims@lighthousepoint.com	mbowles@royalpalmbeach.com	lmeyer@margatefl.com
Services provided:	Comprehensive employee benefits consulting services including monitoring the group fully insured medical/Rx program and all other employee benefits insurance coverage, Bentek online enrollment system, RFP & evaluation process, open enrollment coordination and attendance, provision of Online Enrollment System, creation and printing of annual employee benefits highlights and other communications, wellness program consulting, employee advocacy and claims resolution, and additional services as needed.	Comprehensive employee benefits consulting services including monitoring the group fully insured medical/Rx program and all other employee benefits insurance coverage, Bentek online enrollment system, RFP & evaluation process, open enrollment coordination and attendance, provision of Online Enrollment System, creation and printing of annual employee benefits highlights and other communications, wellness program consulting, employee advocacy and claims resolution, and additional services as needed.	Comprehensive employee benefits consulting services including monitoring the group fully insured medical/Rx program and all other employee benefits insurance coverage, Bentek online enrollment system, RFP & evaluation process, open enrollment coordination and attendance, provision of Online Enrollment System, creation and printing of annual employee benefits highlights and other communications, wellness program consulting, employee advocacy and claims resolution, and additional services as needed.	Comprehensive employee benefits consulting services including monitoring the group fully insured medical/Rx program and all other employee benefits insurance coverage, Bentek online enrollment system, RFP & evaluation process, open enrollment coordination and attendance, provision of Online Enrollment System, creation and printing of annual employee benefits highlights and other communications, wellness program consulting, employee advocacy and claims resolution, and additional services as needed.	Comprehensive employee benefits consulting services including monitoring the group fully insured medical/Rx program and all other employee benefits insurance coverage, Bentek online enrollment system, RFP & evaluation process, open enrollment coordination and attendance, provision of Online Enrollment System, creation and printing of annual employee benefits highlights and other communications, wellness program consulting, employee advocacy and claims resolution, and additional services as needed.
Years of Service:	12 years Client since 6/1/2010	9 years Client since 5/30/2013	11 years Client since 5/11/2011	29 years Client since 11/11/1993	10 years Client since 9/19/2012

Subcontractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

Subcontractors

Please complete the attached form if you plan on using subcontractor(s).

☐ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "**OWN FORCES**".

Company Name	Address	Speciality/Contracted Work
Bentek, Inc. 3500 Kyoto Gardens Dr. Palm Beach Gardens, FL 33410 Specialty: Online Enrollment Software		

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed.

If the attached file(s) cannot be opened or viewed, your Solicitation may be rejected.

This section is for the Proposer to upload the required documents. If uploading additional documents, please do not exceed 50 pages.

- Cover Letter - RSC_GehringGroup_Cover_Letter.pdf - Monday April 18, 2022 16:21:10
- Team Staffing/Resumes - RSC_GehringGroup_Team_Resumes.pdf - Monday April 18, 2022 16:17:55
- Organizational Chart - RSC_GehringGroup_Organizational_Chart & Additional Qualifications.pdf - Tuesday April 19, 2022 11:10:55
- Mandatory Forms Upload Area - 1 - Parkland - Employee Benefits Consulting RFP 2022-03 - REQUIRED FORMS.pdf - Tuesday April 19, 2022 12:39:37
- Proof of Insurance (COI) - Gehring - Evidence of Coverage Certificate.pdf - Tuesday April 19, 2022 11:47:57
- Non-Mandatory Forms (Local Vendor Preference, Disadvantage Business Enterprise - if qualified) (optional)
- Additional Document - EXHIBITS SECTION.pdf - Tuesday April 19, 2022 12:20:31

Addenda, Terms and Conditions

It is understood and agreed by Proposer that the City reserves the right to reject any and all proposals, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the proposal or in the proposals received as a result of the competitive solicitation. It is also understood and agreed by the Proposer that by submitting a proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - Cindy Thompson, VP - Operations, RSC Insurance Brokerage, Inc.

The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
RFP 2022-03 Insurance Agent Broker Services-Addendum 1 Tue April 5 2022 03:06 PM	☑	58

Exhibit A - Fee Proposal (30 Points)

COVERAGE	COMMISSION RATE	Percent Spelled Out
Medical	$ 5.0000	Five percent
Dental	$ 10.0000	Ten percent
Vision	$ 5.0000	Five percent
Life and AD&D	$ 5.0000	Five percent
Long Term Disability	$ 5.0000	Five percent
Employee Assistance Plan	$ 10.0000	Ten percent
Pet Insurance	$ 10.0000	Ten percent
Supplemental	$ 15.0000	Fifteen percent or carrier default

Firm Qualifications (20 Points)

Provide a brief profile of the firm including the types of services offered; the year founded; form of the organization (corporation partnership sole proprietorship); number size and location of offices; and number of
employees.

Provide a general description of the firm's financial condition and identify any conditions (e.g. bankruptcy pending litigation planned office closures impending merger) that may impede Proposer's ability to complete the project.

Describe the firm's experience in performing work of a similar nature to that solicited in this competitive solicitation and highlight the participation in such work by the key personnel proposed for assignment to this project.

Management, Supervisory and Staff Experience (15 points)

Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of City of Parkland.

List the members of the project team including subcontractors. Provide a brief resume for each team member for this project. Provide any other documentation that may be of importance to this project and the project team.

Response:

This statement is to acknowledge that
key personnel will be available to the extent proposed for the duration of the project and no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City of Parkland.
The proposed project team includes the following individuals. Resumes for each are included in the "Team Staffing" section of the Documents Upload area.

Lead Benefits Consultant/Project Manager - Marc Rodriguez REBC
Backup Benefits Consultant - Rommi Mitchell
Employee Benefits Analyst - Christie Jensen
Senior Account Manager - Shauna Whittingham
Account Relations Manager - Pamela Cruz

Meeting Date: 04/09/2024 Item #10.

Methodology including Technical Approach and Understanding of the Scope of Services (30 points)

Describe the approach to completing the tasks specified in the Scope of Services.
Include an implementation schedule on how the Proposer plans on meeting the required report deadlines.
Provide a narrative which addresses the Scope of Work and shows Proposer's understanding of the City of Parkland's needs and requirements.

Response:

Please see Exhibit A - Scope of Services in the Documents Upload section.
Please see Exhibit B - Implementation Timeline in the Documents Upload section.
At Gehring Group we're approaching three decades invested in believing that insurance is about advisory services not just the placement and sale of a product. On December 31 2021 Gehrin Group became a Division of RSC Insurance Brokerage Inc. and now has even more to offer. Gehring Group continues to provide sophisticated insurance programs solutions and related resou that best meet each public sector client's individual needs. We employ an atmosphere of collaboration a culture of teamwork provide value-added resources and design and implement innovative and progressive solutions. With our extensive experience servicing numerous large group public sector clients this level of sophistication has encouraged innovation a national outreach and perspective; attracted and developed outstanding professionals resources and partner access; and given us top tier recognition with insurance carriers.

Upon review of the City of Parkland's RFP # 2022-03 for Insurance Agent Broker Services it is evident that the City desires to maintain a competitive yet cost effective employee benefits and program and is seeking an experienced insurance professional to provide comprehensive year-round services in order to accomplish this goal. These services would include expert knowledg self-insured programs network discounts all available programs and funding options consistent monitoring of the program claims experience review of contract language and the provision o budgetary projections and funding recommendations as well as knowledge of the insurance industry as a whole. Inherent in this process would be marketing and renewal analysis the RFP ar evaluation process recommendations to staff monitoring of legislative updates and assistance with compliance issues. Based on our 29-year history servicing the public sector market we are confident that we can assist the City of Parkland in meeting its employee benefits objectives while remaining conscious of budgetary requirements or limitations.

Gehring Group's strategy and service philosophy center around remaining involved with our clients on a year-round basis providing recommendations legislative guidance and employee ben plan assistance. Our team employs a number of strategies in helping our clients achieve their benefit program and budget goals. Our approach begins with regular meetings with you to understand your organization's goals budget organizational considerations (such as unions hiring/layoffs) culture and plan competitiveness compared to benchmark and local entities. Additi we will review claim loss ratios along with assessment of trends over multiple years. Additionally we keep our clients informed regarding requirements associated with the Affordable Care A well as recent legislation including the Firefighter Cancer Bill FFCRA CARES Act and the American Rescue Plan Act. Gehring Group's goal is to maintain long-term client relationships and assis clients in developing long range strategies to conform to their overall financial goals.

It is also important to note that since over 90% of the Gehring Group's client base is public sector our firm is uniquely qualified in its understanding of public entity issues. We understand th process public record laws and union obligations while maintaining familiarity with the constantly changing and complex Statutes that apply to governmental organizations. This specialized knowledge is especially vital when negotiating renewals and program changes with insurance carriers and health insurance consortiums. The experience we offer guarantees that no piece o puzzle will be missing when a benefit change is implemented.

Gehring Group's comprehensive level of service includes all services outlined in the RFP scope of services with no limits on the number of meetings and no travel or printing costs passed thr to the City of Parkland. Our approach to employee benefits advisory services is based upon sophisticated analysis of data awareness of local and regional options and the strategic focus to h

Qualification Statement Part 1

Company Profile	Response
Name of Company	RSC INSURANCE BROKERAGE INC
Address	3500 Kyoto Gardens Dr.
City	Palm Beach Gardens
State	FL
Zip	33410
Telephone Number	561-626-6797 or 800-244-3696
Fax Number	561-626-6970
How many years has your organization been in business under its present name?	14 Years
Under what former name(s) has your business operated?	Gehring Group Inc. (October 12 1992 until its acquisition by RSC Insurance Brokerage Inc. on December 31 2021)
At what address was that/those business(es) located?	3500 Kyoto Gardens Dr. Palm Beach Gardens FL 33410
Are you a: sales representative distributor broker or manufacturer of the commodities/services bid upon?	Insurance broker and/or consultant

Qualification Statement Part 2

	Response	Additional Information, if required
Are you operating under Fictitious Name ("dba")? If Yes submit evidence of compliance with Florida Fictitious Name Statute.	No	
Are you Certified? If Yes ATTACH A COPY OF CERTIFICATION	Yes	
Are you Licensed? If Yes ATTACH A COPY OF LICENSE	Yes	
Are you claiming Minority Participation as per Section 2.26? (If yes please attach supporting documentation)	No	
Are you claiming Local Preference as per Section 2.34? (If yes please complete Local Vendor Preference Form)	No	
Do you have the required insurance coverage's set forth in the competitive solicitation? If Yes ATTACH A COPY OF INSURANCE CERTIFICATES.	Yes	
Has your company or you personally ever declared bankruptcy? If Yes explain:	No	
Have you ever received a contract or a purchase order from the City of Parkland or other governmental entity? If yes explain (date service/project bid title etc.):	Yes	Gehring Group's current contract with the City is for the period of 8/17/2017 through 9/30/2022
Have you ever received a complaint on a contract or bid awarded to you by any governmental entity? If yes explain:	No	
Have you ever been debarred or suspended from doing business with any governmental entity? If yes explain:	No	
Do you affirm that you serve as a consultant or broker independently and are not affiliated with an insurance company third party administrative agency or provider network.	Yes	
Does your firm have any existing or potential relationships with insurance carriers or vendors who may be considered a conflict of interest to the City of Parkland. If yes explain:	No	

Minimum Experience Requirements

	Project #1	Project #2	Project #3
Project Name/Location:	Village of Royal Palm Beach	City of Coconut Creek	CareerSource Palm Beach County
Owner Name:	Marc Rodriguez REBC	Marc Rodriguez REBC	Marc Rodriguez REBC
Contact Person:	Monika Bowles Human Resources Director	Tim McPherson Human Resources Director	Lisa Galan Human Resources Specialist
Contact Telephone No.	(561) 790-5116	(954) 973-6715	(561) 340-1060 ext. 2203
Email Address:	mbowles@royalpalmbeach.com	tmcpherson@coconutcreek.net	lgalan@careersourcepbc.com
Yearly Budget/Cost:	Benefits Plan Cost: 1.7 million	Benefits Plan Cost: 5.7 million	Benefits Plan Cost: 1.4 million
Date of Contract From:	11/11/1993	6/1/2010	10/1/2007
Date of Contract To:	contract ongoing	contract ongoing	contract ongoing

Mandatory Forms Checklist

Form	Yes - No
Authority to Execute Proposal and Contract	Yes
Background Check and Employment Verification Affidavit	Yes
Certification and Acknowledgement of Business Type	Yes
Drug Free Workplace Form	Yes
Foreign (Non-Florida) Corporate Statement	Yes
Non-Collusive Affidavit	Yes
Proof of Insurance	Yes
Public Entity Crime Statement	Yes
Scrutinized Vendor Certification	Yes
W-9	Yes

References

Description	Reference #1	Reference #2	Reference #3	Reference #4	Reference #5
Organization:	City of Coconut Creek	City of Dania Beach	City of Lighthouse Point	Village of Royal Palm Beach	City of Margate
Address:	4800 West Copans Road Coconut Creek Florida 33063	100 W Dania Beach Blvd Dania Beach Florida 33004	2200 Northeast 38th Street Lighthouse Point Florida 33064	1050 Royal Palm Beach Boulevard Royal Palm Beach Florida 33411	5790 Margate Boulevard Margate Florida 33063
Contact:	Tim McPherson Human Resources Manager	Linda Gonzalez Human Resources Director/Risk Manager	Kathryn Sims City Clerk	Monica Bowles Human Resources Director	Laurie Meyer Human Resources Director
Phone Number:	(954) 973-6715	(954) 924-6810 x3608	(954) 943-6500	(561) 790-5116	(954) 935-5342
Email address:	tmcpherson@coconutcreek.net	lgonzalez@daniabeachfl.gov	ksims@lighthousepoint.com	mbowles@royalpalmbeach.com	lmeyer@margatefl.com
Services provided:	Comprehensive employee benefits consulting services including monitoring the group fully insured medical/Rx program and all other employee benefits insurance coverage Bentek online enrollment system RFP & evaluation process open enrollment coordination and attendance provision of Online Enrollment System creation and printing of annual employee benefits highlights and other communications wellness program consulting employee advocacy and claims resolution and additional services as needed.	Comprehensive employee benefits consulting services including monitoring the group fully insured medical/Rx program and all other employee benefits insurance coverage Bentek online enrollment system RFP & evaluation process open enrollment coordination and attendance provision of Online Enrollment System creation and printing of annual employee benefits highlights and other communications wellness program consulting employee advocacy and claims resolution and additional services as needed.	Comprehensive employee benefits consulting services including monitoring the group fully insured medical/Rx program and all other employee benefits insurance coverage Bentek online enrollment system RFP & evaluation process open enrollment coordination and attendance provision of Online Enrollment System creation and printing of annual employee benefits highlights and other communications wellness program consulting employee advocacy and claims resolution and additional services as needed.	Comprehensive employee benefits consulting services including monitoring the group fully insured medical/Rx program and all other employee benefits insurance coverage Bentek online enrollment system RFP & evaluation process open enrollment coordination and attendance provision of Online Enrollment System creation and printing of annual employee benefits highlights and other communications wellness program consulting employee advocacy and claims resolution and additional services as needed.	Comprehensive employee benefits consulting services including monitoring the group fully insured medical/Rx program and all other employee benefits insurance coverage Bentek online enrollment system RFP & evaluation process open enrollment coordination and attendance provision of Online Enrollment System creation and printing of annual employee benefits highlights and other communications wellness program consulting employee advocacy and claims resolution and additional services as needed.
Years of Service:	12 years Client since 6/1/2010	9 years Client since 5/30/2013	11 years Client since 5/11/2011	29 years Client since 11/11/1993	10 years Client since 9/19/2012

Subcontractors

Company Name	Address	Speciality/Contracted Work
Bentek Inc. 3500 Kyoto Gardens Dr. Palm Beach Gardens FL 33410 Specialty: Online Enrollment Software		

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AGREEMENT BETWEEN THE CITY OF COOPER CITY AND RSC INSURANCE BROKERAGE, INC. (INCLUDING ITS DIVISION GEHRING GROUP) D/B/A RISK STRATEGIES COMPANY

THIS IS AN AGREEMENT ("Agreement"), dated the ____ day of _____ 20____, by and between:

> **CITY OF COOPER CITY**, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50th Place, Cooper City, Florida 33328 (hereinafter referred to as the "City"),
>
> and,
>
> **RSC INSURANCE BROKERAGE, INC. (INCLUDING ITS DIVISION GEHRING GROUP) D/B/A RISK STRATEGIES COMPANY,** a Delaware corporation, located at 3500 Kyoto Gardens Dr., Palm Beach Gardens, 33410, (hereinafter referred to as the "CONTRACTOR"), who is authorized to do business in the State of Florida.

City and CONTRACTOR may each be referred to herein as "party" or collectively as "parties".

WHEREAS, the City desires to enter into an agreement with the CONTRACTOR for the CONTRACTOR to provide Insurance Agent Broker Services; and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

WHEREAS, the parties wish to incorporate the terms and conditions of Solicitation and Bid RFP 2022-03 AND RESOLUTION 2022-027 between CITY OF PARKLAND and the CONTRACTOR for the Insurance Agent Broker Services ("CITY Agreement"). The CITY Agreement is attached hereto as **Exhibit "A"** and incorporated herein; and

WHEREAS, the Parties agree to add the provisions of this agreement to the CITY Agreement as set forth herein; and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of the CITY Agreement; and

WHEREAS, City desires to retain the services of CONTRACTOR by "piggybacking" the CITY Agreement; and

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WHEREAS, the City has reviewed the scope of services of the competitively bid CITY Agreement, and has determined that it is an agreement that can be used by the City; and,

WHEREAS, at its meeting of _____, 20_____, the City Commission approved this Agreement and authorized the proper City officials to execute this Agreement; and

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

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

Section 2. The prices, terms and conditions of the CITY Agreement shall govern the relationship between the City and CONTRACTOR, except as amended below:

A. The Scope of Services for the Work ("Work") to be performed under this Agreement shall be as set forth in the CITY Agreement, except said Work shall be performed in and for the City**.** The proposal for the Work is attached hereto in **Exhibit "B".**

B. The CONTRACTOR agrees at all times to indemnify, hold the City harmless and, at the City's option, defend or pay for any attorney selected by the City to defend the City, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, losses, liabilities, expenditures or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the City or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

C. CONTRACTOR shall provide City with proof of insurance and bonding as required by the CITY Agreement. CONTRACTOR hereby confirms that the City is named as an additional insured under the provisions of CONTRACTOR'S insurance.

D. CONTRACTOR shall not commence the Work unless and until the requirements for insurance have been fully met by CONTRACTOR and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

E. All payments shall be governed by the Local Government prompt Payment Act as provided under §§218.70-.80, Florida Statutes.

F. The term of this agreement shall be effective upon execution of this agreement by both parties and shall terminate on September 30, 2024. Subject to any renewal as provided in

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the CITY Agreement, it is expressly stipulated and agreed that this agreement shall run concurrently and in conjunction with the CITY agreement throughout the specified term.

Section 3. In all other respects, the terms and conditions of the CITY Agreement, are hereby ratified and shall remain in full force and effect under this "piggybacking" arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of CONTRACTOR made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein

Section 4. Public Records.

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the City in order to perform the service.

2. Upon request by City's records custodian, provide City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.

4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to City, at no cost to City, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements, except where inconsistent with applicable law, regulation, or policy regarding CONTRACTOR's document retention obligations.

5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 434-4300,

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PRR@COOPERCITY.GOV, OR BY MAIL: CITY OF COOPER CITY – CITY CLERK'S OFFICE, 9090 SW 50TH PLACE, COOPER CITY, FL 33328.

Section 5. **Scrutinized Companies.**

A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

B. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR , its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 6. **Assignment.** Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 7. **Notice.** Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

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For City: Ryan Eggleston
City Manager
City of Cooper City
9090 SW 50th Place
Cooper City, Florida 33328

Copy to: Jacob G. Horowitz, Esq.
City Attorney
Goren, Cherof, Doody, and Ezrol, P.A.
3099 E. Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

For CONTRACTOR: Legal Department
RSC INSURANCE BROKERAGE, INC. (INCLUDING ITS DIVISION GEHRING GROUP) D/B/A RISK STRATEGIES COMPANY
3500 Kyoto Gardens Dr.
Palm Beach Gardens, 33410

Section 8. Severability. This Agreement sets forth the entire agreement between CONTRACTOR and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 9. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

Section 10. E-verify. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

B. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor

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shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

(REMAINDER ITENTIONALLY LEFT BLANK)

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IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF COOPER CITY, a Florida municipal corporation

ATTEST:

BY: _____
CITY MANAGER

BY: _____
CITY CLERK

BY: _____
CITY MAYOR

APPROVED AS TO LEGAL FORM:

BY: _____
CITY ATTORNEY

WITNESSED BY:

_____
Signature

_____
Print Name

RSC INSURANCE BROKERAGE, INC. (INCLUDING ITS DIVISION GEHRING GROUP) D/B/A RISK STRATEGIES COMPANY, a Delaware corporation

BY: DocuSigned by: DS Kurt Gehring CD50B585F95A478... March 26, 2024

Name: Kurt Gehring

Title: Managing Director

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Kurt N. Gehring, as Managing Director of **RSC INSURANCE BROKERAGE, INC. (INCLUDING ITS DIVISION GEHRING GROUP) D/B/A RISK STRATEGIES COMPANY**, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of Managing DIrector, as RSC Insurance Brokerage, Inc. **RSC INSURANCE BROKERAGE, INC. (INCLUDING ITS DIVISION GEHRING GROUP) D/B/A RISK STRATEGIES COMPANY**, and who is personally known to me or has produced personally known as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this ____ day of _____, 20____.

_____
NOTARY PUBLIC

_____

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Print or Type Name

My Commission Expires: _____

CITY COMMISSION
STAFF REPORT

DEPARTMENT: Utilities Department

DATE: April 9, 2024

SUBJECT: Motion to approve and authorize the issuance of a purchase order to Miller Pipeline, LLC., for the Flamingo Gardens water service line replacement, utilizing the previously executed piggyback agreement between the City and the contractor from the City of Ocala contract CIP/220762, in the amount not to exceed $322,715.00. - **Utilities**

CITY MANAGER RECOMMENDATION:

The City Manager recommends Commission approval and authorization to issue a purchase order to Miller Pipeline, LLC., for the Flamingo Gardens water service line replacement, utilizing the previously executed piggyback agreement between the City and the contractor from the City of Ocala contract CIP/220762, in the amount not to exceed $322,715.00. The piggyback agreement that the city has entered into with Miller Pipeline, LLC. is set to expire on January 8, 2025. However, the City of Ocala can renew the agreement for up to two additional one-year terms.

BACKGROUND OF ITEM:

The Flamingo Gardens neighborhood, comprising approximately 174 multifamily residential units situated south of SW 51st Street and east of Flamingo Road in Cooper City, has been grappling with a series of water service leaks and pipe breaks attributed to aging infrastructure. To address this issue, the City issued a purchase order to Chen Moore and Associates in November 2021 for the design of water service line replacements. Despite these efforts, there have been over 55 additional leaks in the neighborhood since then, necessitating repairs by the City's staff. This ongoing situation is significantly affecting our operational efficiency, diverting essential resources away from crucial infrastructure maintenance and disrupting the schedules of concurrent projects. Moreover, many of these leaks occur outside of regular working hours, leading to increased overtime costs.

STRATEGIC PLAN:

This project supports the City’s Strategic Goal of maintaining and improving the City’s infrastructure and appearance to support and ensure a sustainable and beautiful environment.

PROCUREMENT:

Sec. 2-258. – Exclusions and exceptions to bid and proposal requirements.

(f) *Purchases of goods or services from contracts awarded by other governmental or not-for-profit entities by a formal competitive selection process.* The purchase of goods or services under a contract awarded by the United States Government or another governmental, public or not-for-profit entity by a formal competitive process is authorized provided the purchasing agent makes a determination that time, expense and marketplace factors make it financially advantageous for the City to do so.

FISCAL IMPACT:
Sufficient funds are available in the Water & Sewer Fund.

General Ledger Acct. Number	**Budgeted Amount**	**Requested Amount**	**Remaining Amount**
453-910-563610-533-14003	$336,617.50	$322,715.00	$13,902.50

ATTACHMENTS:

1. City of Cooper City Piggyback Agreement with Miller Pipeline, LLC.
2. Miller Pipeline LLC. Proposal
3. Comparative Proposal Sourcewell Contract FL-R10-GC03-111821-TCI
4. Vendor Compliance

AGREEMENT BETWEEN THE CITY OF COOPER CITY AND MILLER PIPELINE, LLC.

THIS IS AN AGREEMENT ("Agreement"), dated the 13th day of February 2024, by and between:

CITY OF COOPER CITY, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50th Place, Cooper City, Florida 33328 (hereinafter referred to as the "City"),

and,

MILLER PIPELINE, LLC., an Indiana corporation, located at 8850 Crawfordsville Road, Indianapolis, IN 46234, (hereinafter referred to as the "CONTRACTOR"), who is authorized to do business in the State of Florida.

City and CONTRACTOR may each be referred to herein as "party" or collectively as "parties".

WHEREAS, the City desires to enter into an agreement with the CONTRACTOR for the CONTRACTOR to provide Wastewater Collection System Rehabilitation Services; and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

WHEREAS, the parties wish to incorporate the terms and conditions of Solicitation and Contract CIP/220762 between CITY OF OCALA and the CONTRACTOR for the Wastewater Collection System Rehabilitation Services ("CITY Agreement"). The CITY Agreement is attached hereto as **Exhibit "A"** and incorporated herein; and

WHEREAS, the Parties agree to add the provisions of this agreement to the CITY Agreement as set forth herein; and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of the CITY Agreement; and

WHEREAS, City desires to retain the services of CONTRACTOR by "piggybacking" the CITY Agreement; and

WHEREAS, the City has reviewed the scope of services of the competitively bid CITY Agreement, and has determined that it is an agreement that can be used by the City; and,

WHEREAS, at its meeting of February 13, 2024, the City Commission approved this Agreement and authorized the proper City officials to execute this Agreement; and

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

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

Section 2. The prices, terms and conditions of the CITY Agreement shall govern the relationship between the City and CONTRACTOR, except as amended below:

A. The Scope of Services for the Work ("Work") to be performed under this Agreement shall be as set forth in the CITY Agreement, except said Work shall be performed in and for the City. The proposal for the Work is attached hereto in **Exhibit "B".**

B. The CONTRACTOR agrees at all times to indemnify, hold the City harmless and, at the City's option, defend or pay for any attorney selected by the City to defend the City, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, losses, liabilities, expenditures or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the City or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

C. CONTRACTOR shall provide City with proof of insurance and bonding as required by the CITY Agreement. CONTRACTOR hereby confirms that the City is named as an additional insured under the provisions of CONTRACTOR'S insurance.

D. CONTRACTOR shall not commence the Work unless and until the requirements for insurance have been fully met by CONTRACTOR and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

E. All payments shall be governed by the Local Government prompt Payment Act as provided under §§218.70-.80, Florida Statutes.

F. The term of this agreement shall be effective upon execution of this agreement by both parties and shall terminate on January 8, 2025. Subject to two (2) additional, one (1) year renewal terms as provided in the CITY Agreement.

Section 3. In all other respects, the terms and conditions of the CITY Agreement, are hereby ratified and shall remain in full force and effect under this "piggybacking" arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of CONTRACTOR made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein

Section 4. Public Records.

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the City in order to perform the service.

2. Upon request by City's records custodian, provide City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.

4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to City, at no cost to City, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 434-4300, PRR@COOPERCITY.GOV, OR BY MAIL: CITY OF COOPER CITY – CITY CLERK'S OFFICE, 9090 SW 50TH PLACE, COOPER CITY, FL 33328.

Section 5. Scrutinized Companies.

A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

B. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR , its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 6. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 7. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Ryan Eggleston
City Manager
City of Cooper City
9090 SW 50th Place
Cooper City, Florida 33328

Copy to: Jacob G. Horowitz, Esq.
City Attorney
Goren, Cherof, Doody, and Ezrol, P.A.
3099 E. Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

For CONTRACTOR: Charles Bell, Engineering Manager
MILLER PIPELINE, LLC.
8850 Crawfordsville Road
Indianapolis, IN 46234

Section 8. Severability. This Agreement sets forth the entire agreement between CONTRACTOR and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 9. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

Section 10. E-verify. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

B. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not

employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

(REMAINDER ITENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF COOPER CITY, a Florida municipal corporation

ATTEST:

BY: _____
CITY CLERK

BY: _____
CITY MANAGER

BY: _____
CITY MAYOR

APPROVED AS TO LEGAL FORM:

BY: _____
CITY ATTORNEY

WITNESSED BY:

_____
Signature

_____
Print Name

MILLER PIPELINE, LLC., an Indiana corporation

BY: _____

Name: Jeff Sutcliffe

Title: Chief Financial Officer

STATE OF Indiana
COUNTY OF Marion

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Jeff Sutcliffe, as Chief Financial Officer of **MILLER PIPELINE, LLC.**, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of Jeff Sutcliffe, as Chief Financial Officer **MILLER PIPELINE, LLC.**, and who is personally known to me ~~or has produced _____ as identification.~~

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this 1st day of February, 2024.

_____
NOTARY PUBLIC
Jada Graves
Print or Type Name

My Commission Expires: October 10, 2031

JADA GRAVES
Notary Public - Official Seal
State of Indiana
Commission Number NP0752135
My Commission Exp. Oct. 10, 2031

MILLER PIPELINE AN ARTERA COMPANY

February 27, 2024

TO: Michael Stanton Utilities Field Operations Supervisor
City of Cooper City, Florida
MStanton@coopercityfl.org
Phone: 954-434-4300 #115
Utilities: 954-434-5519

RE: City of Cooper City – Flamingo Gardens Water Service Replacement

General

Thank you for contacting Miller Pipeline Corporation for your pipeline rehabilitation needs. We are pleased to submit our proposal for providing materials and services for the above referenced project. Pricing below is based on using our current contract # CIP/220762 with the City of Ocala as a host pricing contract.

Scope of Service

To meet the requirements of this project, we propose to furnish the following items:

G-04-2	Labor and Equipment	110	HR	$840.00	$92,400.00
G-20	#57 Stone	450	CY	$95.00	$42,750.00
G-19	Limerock Base 12"	1,400	SY	$20.00	$28,000.00
G32-1	Asphalt Pavement Superpave 9.5	175	TN	$255.00	$44,625.00
W-15-1	Remove and Replace 1" Single Water Service - Short	2	EA	$850.00	$1,700.00
W-15-2	Remove and Replace 1" Single Water Service - Long	2	EA	$1,880.00	$3,760.00
W-15-3	Remove and Replace 1" Double Water Service - Short	38	EA	$1,260.00	$47,880.00
W-15-4	Remove and Replace 1" Double Water Service - Long	28	EA	$2,200.00	$61,600.00
	SUBTOTAL WATER SERVICE REPLACEMENT				**$322,715.00**

Responsibilities of Others

We will expect that the following will be furnished to Miller Pipeline Corporation at no cost to us:
1. Free and legal access to the project site.
2. All approvals and permits as applicable.
3. Any required Point Repairs of the pipe.

General Conditions

1. The project does not contain hazardous materials.

MILLER PIPELINE AN ARTERA COMPANY

2. Payment should be made within thirty (30) days after date of invoice from Miller Pipeline Corporation.
3. The submitted pricing does not include any taxes. All applicable taxes should be added to the pricing unless we are provided with tax-exempt statement from the buyer.

Closing

We thank you for the opportunity to offer this firm proposal and look forward to providing this service. If you have any need for further assistance, please call me at (317) 617-0547.

Sincerely

Jeff Newman, Regional Manager, Miller Pipeline

GORDIAN®

Work Order Signature Document

EZIQC Contract No.: FL-R10-GC03-111821-TCI

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number.: 121087.00 Work Order Date: 09/25/2023

Work Order Title: City of Cooper City - Flamingo Service Line Replacement Project

Owner Name:	Cooper City	Contractor Name:	Team Contracting, Inc.
Contact:	Michael Stanton	Contact:	Rudy Ayan
Phone:	9544344300	Phone:	305-207-9799

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No FL-R10-GC03-111821-TCI.

Brief Work Order Description:

Time of Performance Estimated Start Date:
Estimated Completion Date:

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $331,041.05

Owner Purchase Order Number:

Approvals

Owner Date

Contractor Date

Detailed Scope of Work

To: Rudy Ayan
Team Contracting, Inc.
13911 SW 42nd St. Suite 209
Miami, FL 33175
305-207-9799

From: Michael Stanton
Cooper City
9090 SW 50th Place
Cooper City, FL 33328
9544344300

Date Printed: September 25, 2023

Work Order Number: 121087.00

Work Order Title: City of Cooper City - Flamingo Service Line Replacement Project

Brief Scope:

☐ **Preliminary** ☐ **Revised** ☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Per attached detailed scope of work.

Subject to the terms and conditions of JOC Contract **FL-R10-GC03-111821-TCI**.

Contractor _____ Date _____

Owner _____ Date _____

Contractor's Price Proposal - Summary

Date: September 25, 2023

Re:

IQC Master Contract #:	FL-R10-GC03-111821-TCI
Work Order #:	121087.00
Owner PO #:	
Title:	City of Cooper City - Flamingo Service Line Replacement Project
Contractor:	Team Contracting, Inc.
Proposal Value:	$331,041.05

1. General Conditions	**$30,632.99**
2. Piping	**$267,669.92**
3. Paving	**$32,738.14**
Proposal Total	**$331,041.05**

Thisl total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Contractor's Price Proposal - Detail

Date: September 25, 2023

Re:

IQC Master Contract #:	FL-R10-GC03-111821-TCI
Work Order #:	121087.00
Owner PO #:	
Title:	City of Cooper City - Flamingo Service Line Replacement Project
Contractor:	Team Contracting, Inc.
Proposal Value:	$331,041.05

	Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)			

1. General Conditions

1 01 55 26 00 0032 — WK — 36" Traffic Cone With Reflective Collar — $1,111.33

	Quantity		Unit Price		Factor		Total
Installation	300.00	x	3.28	x	1.1294	=	1,111.33

2 01 71 13 00 0003 — EA — Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc. — $29,521.66

	Quantity		Unit Price		Factor		Total
Installation	18.00	x	1,452.18	x	1.1294	=	29,521.66

6 Phases Total
3 x Mobilization per Phase
1 x for Excavation
1 x for Pipe Installation
1 x for Road Repair / Restoration

Subtotal for 1. General Conditions **$30,632.99**

2. Piping

3 01 74 19 00 0035 — CY — Asphalt, Concrete, Gravel And Subgrade Material, Landfill Dump Fee — $16,968.11

	Quantity		Unit Price		Factor		Total
Installation	600.00	x	25.04	x	1.1294	=	16,968.11

6" Base Removal x 2160 SY = 360 CY x 1.25 = 450 CY
2" Asphalt x 2,160 SY = 120 CY x 1.25 = 150 CY

4 01 74 19 00 0037 — CYM — Hauling On Paved Roads, First 15 Miles — $9,554.72

	Quantity		Unit Price		Factor		Total
Installation	9,000.00	x	0.94	x	1.1294	=	9,554.72

600 CY x First 15 Miles, 50 Miles Total

5 01 74 19 00 0038 — CYM — Hauling On Paved Roads, Miles Over Initial 15 Miles — $14,941.96

	Quantity		Unit Price		Factor		Total
Installation	21,000.00	x	0.63	x	1.1294	=	14,941.96

600 CY x 35 Miles (50 Miles Total Travel)

6 02 41 13 13 0019 — SY — Up To 3" By Machine, Break-up And Remove Bituminous Paving — $26,151.48

	Quantity		Unit Price		Factor		Total
Installation	2,160.00	x	10.72	x	1.1294	=	26,151.48

6' Wide x 20' Long Trench for Connections Points x 51 = 6,120 SF
5' Wide x 30' Long Trench x 36 Water Lines = 5,400 SF
5' Wide x 50' Long Trench x 28 Water Lines = 7,000 SF
5' Wide x 90' Long Trench x 2 Water Lines = 900 SF
TOTAL = 19,420 SF / 9 = 2160 SY

Contractor's Price Proposal - Detail Continues..

Work Order Number: 121087.00
Work Order Title: City of Cooper City - Flamingo Service Line Replacement Project

2. Piping

7	02	41	13	13 0019	0014	MOD	For >1,000 To 2,500, Deduct							-$4,708.24
								Quantity		Unit Price		Factor	=	Total
							Installation	2,160.00	x	-1.93	x	1.1294		-4,708.24
8	02	41	19	13 0058		LF	Bituminous Paving Up To 4" Depth, Saw Cut							$11,794.69
								Quantity		Unit Price		Factor	=	Total
							Installation	7,972.00	x	1.31	x	1.1294		11,794.69
							52 LF Saw Cut per Connection Location x 51							
							60 LF Saw Cut per Connection up to 30' x 36							
							100 LF saw Cut per Connection up to 50' x 28							
							180 LF Saw Cut per Connection up to 90' x 2							
9	02	41	19	13 0058	0031	MOD	For >250, Deduct							-$1,080.43
								Quantity		Unit Price		Factor	=	Total
							Installation	7,972.00	x	-0.12	x	1.1294		-1,080.43
10	31	23	16	13 0005		CY	Over 12" Wide, Excavation for Trenching by Machine in Loose RockIncludes compacted aggregate							$22,443.44
								Quantity		Unit Price		Factor	=	Total
							Installation	2,160.00	x	9.20	x	1.1294		22,443.44
							6' Wide x 20' Long Trench for Connections Points x 51 = 6,120 SF							
							5' Wide x 30' Long Trench x 36 Water Lines = 5,400 SF							
							5' Wide x 50' Long Trench x 28 Water Lines = 7,000 SF							
							5' Wide x 90' Long Trench x 2 Water Lines = 900 SF							
							TOTAL = 19,420 SF / 9 = 2160 SY							
							2160 SY x 1 YD (Depth) = 2160 CY							
11	31	23	16	13 0005	0064	MOD	For >1,000, Deduct							-$6,733.03
								Quantity		Unit Price		Factor	=	Total
							Installation	2,160.00	x	-2.76	x	1.1294		-6,733.03
12	31	23	16	13 0010		CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Machine							$4,879.01
								Quantity		Unit Price		Factor	=	Total
							Installation	1,800.00	x	2.40	x	1.1294		4,879.01
							6' Wide x 20' Long Trench for Connections Points x 51 = 6,120 SF							
							5' Wide x 30' Long Trench x 36 Water Lines = 5,400 SF							
							5' Wide x 50' Long Trench x 28 Water Lines = 7,000 SF							
							5' Wide x 90' Long Trench x 2 Water Lines = 900 SF							
							TOTAL = 19,420 SF / 9 = 2160 SY							
							2160 SY x (2.5/3) YD (Depth) = 1800 CY							
							For Backfilling up to the New Base. Remaining Material to be Removed							
13	31	23	16	13 0010	0069	MOD	For >1,000, Deduct							-$1,463.70
								Quantity		Unit Price		Factor	=	Total
							Installation	1,800.00	x	-0.72	x	1.1294		-1,463.70
14	31	23	16	13 0016		CY	Load Excess Material by Machine for Removal from Excavation for Trenching							$2,839.31
								Quantity		Unit Price		Factor	=	Total
							Installation	600.00	x	4.19	x	1.1294		2,839.31
							6" Base Removal x 2160 SY = 360 CY x 1.25 = 450 CY							
							2" Asphalt x 2,160 SY = 120 CY x 1.25 = 150 CY							
15	31	23	16	36 0021		CY	Compaction Of Fill Or Subbase For Building Foundations and Other Structures by Vibratory Plate, Air Tamper, Etcetera							$12,461.80
								Quantity		Unit Price		Factor	=	Total
							Installation	1,800.00	x	6.13	x	1.1294		12,461.80
							6' Wide x 20' Long Trench for Connections Points x 51 = 6,120 SF							
							5' Wide x 30' Long Trench x 36 Water Lines = 5,400 SF							
							5' Wide x 50' Long Trench x 28 Water Lines = 7,000 SF							
							5' Wide x 90' Long Trench x 2 Water Lines = 900 SF							
							TOTAL = 19,420 SF / 9 = 2160 SY							
							2160 SY x (2.5/3) YD (Depth) = 1800 CY							
							For Compaction up to the New Base. Remaining Material to be Removed							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 121087.00
Work Order Title: City of Cooper City - Flamingo Service Line Replacement Project

2. Piping

16	32	11	29	13 0002		SY	6" Thick FDOT Limerock						$135,246.10
								Quantity		Unit Price		Factor	= Total
							Installation	2,160.00	x	55.44	x	1.1294	= 135,246.10
							6' Wide x 20' Long Trench for Connections Points x 51 = 6,120 SF 5' Wide x 30' Long Trench x 36 Water Lines = 5,400 SF 5' Wide x 50' Long Trench x 28 Water Lines = 7,000 SF 5' Wide x 90' Long Trench x 2 Water Lines = 900 SF TOTAL = 19,420 SF / 9 = 2160 SY						
17	33	14	13	23 0124		LF	1" Schedule 80 Polyvinyl Chloride (PVC) Pipe						$7,660.72
								Quantity		Unit Price		Factor	= Total
							Installation	2,660.00	x	2.55	x	1.1294	= 7,660.72
							Contractor to Install approved pipe per Cooper City Engineering Manual which states "Service lines shall be polyethylene (PE) tubing as described in ANSI/AWWA C901-96, or latest revision with a working pressure of 200 psi (DR 9). Pipe joints shall be of the compression type totally confined grip seal and coupling nut. Polyethylene shall be extruded from PE 3408 high molecular weight materials and must conform to ASTM D2737". Pipe specified in Manual not found in Task Catalog.						
18	33	14	13	23 0124	0065	MOD	For >1,000, Deduct						-$390.55
								Quantity		Unit Price		Factor	= Total
							Installation	2,660.00	x	-0.13	x	1.1294	= -390.55
19	33	14	13	23 0128		LF	3" Schedule 80 Polyvinyl Chloride (PVC) Pipe						$3,943.86
								Quantity		Unit Price		Factor	= Total
							Installation	400.00	x	8.73	x	1.1294	= 3,943.86
							Sleeve for Pipe per Instructions from Cooper City PM						
20	33	14	13	39 0004		LF	1" Type L Copper Water Distribution Pipe						$3,544.96
								Quantity		Unit Price		Factor	= Total
							Installation	0.00	x	10.20	x	1.1294	= 0.00
							Demolition	2,660.00	x	1.18	x	1.1294	= 3,544.96
21	33	14	13	39 0031		EA	1" Copper Flare x Female Copper Flare Service Fitting Coupling						$9,615.71
								Quantity		Unit Price		Factor	= Total
							Installation	200.00	x	42.57	x	1.1294	= 9,615.71

Subtotal for 2. Piping **$267,669.92**

3. Paving

22	32	12	16	13 0078		SY	1-1/2" Thick Superpave Base Course, SP-9.5						$32,738.14
								Quantity		Unit Price		Factor	= Total
							Installation	2,160.00	x	13.42	x	1.1294	= 32,738.14
							6' Wide x 20' Long Trench for Connections Points x 51 = 6,120 SF 5' Wide x 30' Long Trench x 36 Water Lines = 5,400 SF 5' Wide x 50' Long Trench x 28 Water Lines = 7,000 SF 5' Wide x 90' Long Trench x 2 Water Lines = 900 SF TOTAL = 19,420 SF / 9 = 2160 SY						

Subtotal for 3. Paving **$32,738.14**

Proposal Total **$331,041.05**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

GORDIAN®

Subcontractor Listing

Date: September 25, 2023

Re:
IQC Master Contract #: FL-R10-GC03-111821-TCI
Work Order #: 121087.00
Owner PO #:
Title: City of Cooper City - Flamingo Service Line Replacement Project
Contractor: Team Contracting, Inc.
Proposal Value: $331,041.05

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		$0.00	0.00

TEAM CONTRACTING
General Contractors & Design Builders
CGC 061511 • CGC 046372

Project No 121087.00 - City of Cooper City - Flamingo Service Line Replacement Project

Scope of Work

Contractor shall furnish, including, but not limited to, all labor, materials, equipment, skills, tools, supervision, services, traffic controls for proper completion of service line replacement at Flamingo Lakes Townhomes (Approximately 67 Residences). The Contractor shall protect all existing surfaces from damage. Maximum care should be taken while excavation to avoid damage to other underground services. Curbing, asphalt, sod, trees, sidewalk, etc. will be restored to acceptable conditions as discussed with the City in preparation of the proposal. Contractor shall be responsible to contact Sunshine 811 for locate markings before commencement of work and shall be responsible for all Maintenance of Traffic (M.O.T.) and lane/road closures as required.

- Removal of Existing Service Lines and Replacement with new 1" service lines.
- Trenching and Trench Repairs as needed for replacement of service lines.
- Final Restoration and Site Cleanup.

T (305) 207–9799 . F (305) 207–9790
13911 Southwest 42nd Street, Suite 209 . Miami, FL 33175

Vendor Compliance Check List

CITY OF Cooper City
Someplace Special

Vendor: Miller Pipeline, LLC. **FEIN: 35-1959522**	**Does Vendor appear on the following:**	
	YES	**NO**
Florida Convicted Vendor List	☐	☒
Florida Suspended Vendor List	☐	☒
Scrutinized Companies	☐	☒
Broward County Debarred List	☐	☒
State of Florida Corporations (Sun Biz)	☒	☐
E-Verify	☒	☐
Verified by: Purchasing	Date: Thursday, March 5, 2024	

Vendor Compliance
Check List

Convicted Vendor List

The Department of Management Services maintains a "list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under section 287.133, Florida Statutes.

There are currently no vendors on this list.

Vendor Compliance
Check List

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List pursuant to section 287.1351, Florida Statutes.

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance [575.8 kB]
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. [111.8 kB]
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC [85.9 kB]
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. [320.2 kB]
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC [1.8 MB]

Updated 12/10/19

Vendor Compliance Check List

December 19, 2023
Page 3

Prohibited Investments (Scrutinized Companies)	Scrutinized Country	Country of Incorporation	Initial Appearance on Scrutinized List	Full Divestment
FACC AG	Sudan	Austria	June 4, 2019	Yes
Gazprom	Iran	Russia	September 19, 2007	Yes
Gazprom Neft	Iran	Russia	September 16, 2008	Yes
Gazprom Promgaz	Iran	Russia	June 4, 2019	Yes
GPN Capital SA	Iran	Luxembourg	June 4, 2019	Yes
Harbin Electric Co. Ltd.	Sudan	China	September 19, 2007	Yes
Hindustan Petroleum Corporation Ltd	Sudan & Iran	India	June 13, 2018	Yes
Indian Oil Corp Ltd (IOCL)	Sudan & Iran	India	September 19, 2007	Yes
Jiangxi Hongdu Aviation	Sudan	China	September 19, 2007	Yes
KLCC Property Holdings Bhd	Sudan & Iran	Malaysia	April 14, 2009	Yes
Kunlun Energy Company Ltd.	Sudan & Iran	Hong Kong	September 19, 2007	Yes
Lanka IOC Ltd	Sudan	India	September 19, 2007	Yes
Managem SA	Sudan	Morocco	November 9, 2010	Yes
Mangalore Refinery & Petrochemicals Ltd	Sudan & Iran	India	September 19, 2007	Yes
Malaysia Marine & Heavy Engineering Holdings Bhd	Sudan & Iran	Malaysia	March 18, 2014	Yes
MISC Bhd	Sudan & Iran	Malaysia	September 19, 2007	Yes
Mosenergo	Iran	Russia	September 16, 2008	Yes
Oil India Ltd	Sudan	India	September 18, 2012	Yes
Oil & Natural Gas Corp (ONGC)	Sudan & Iran	India	September 19, 2007	Yes

Vendor Compliance
Check List

Table 9: Scrutinized Companies that Boycott Israel

New companies on the list are shaded and in bold.

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification	Full Divestment
Betsah Invest SA	Luxembourg	August 2, 2016	Yes
Betsah SA	Luxembourg	August 2, 2016	Yes
Cactus SA	Luxembourg	August 2, 2016	Yes
Co-operative Group Limited	United Kingdom	September 26, 2017	Yes
Guloguz Dis Deposu Ticaret Ve Pazarlama Ltd	Turkey	August 2, 2016	Yes
Morningstar, Inc (Sustainalytics)	United States	October 25, 2023	Prior to 10/25/24 if not resolved
Unilever PLC (Ben & Jerry's parent company)	United Kingdom	July 29, 2021	Prior to 10/25/24
Hindustan Unilever Ltd	India	July 29, 2021	Yes
PT Unilever Indonesia Tbk	Indonesia	July 29, 2021	Yes
Unilever Bangladesh Ltd	Bangladesh	July 29, 2021	Yes
Unilever Capital Corp (Unilever PLC bond issuance)	United States	July 29, 2021	Prior to 10/25/24
Unilever Caribbean Ltd	Trinidad and Tobago	July 29, 2021	Yes
Unilever Consumer Care Ltd	Bangladesh	July 29, 2021	Yes
Unilever Côte d'Ivoire	Ivory Coast	July 29, 2021	Yes
Unilever Finance Netherlands BV	Netherlands	July 29, 2021	Yes

[redacted]

December 19, 2023
Page 2

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification	Full Divestment
(Unilever PLC bond issuance)			
Unilever Ghana Ltd	Ghana	July 29, 2021	Yes
Unilever Nigeria Plc	Nigeria	July 29, 2021	Yes
Unilever Pakistan Foods Ltd	Pakistan	July 29, 2021	Yes
# of Companies that Boycott Israel	18		

No companies were **removed** from the **Scrutinized Companies that Boycott Israel List** during the quarter.

Vendor Compliance Check List

Broward County Debarred Supplier List as of January 25, 2021

Listed below are suppliers [vendors] debarred by the Director of Purchasing for Broward County Board of County Commissioners, in accordance with Broward County Procurement Code, Section 21.119 and 21.120. The notice of debarment date is listed next to each supplier. In accordance with Section 21.121, after the debarment period, a debarred person [supplier] may only be reinstated upon submission of an application to the Director of Purchasing. If approved by the Director of Purchasing, the supplier will be removed from the debarment list for Broward County.

Federal Debarred Supplier List
State of Florida Debarred Supplier Lists
State of Florida List of Scrutinized Companies doing business with Iran and Sudan

The links below provide information regarding the debarred Supplier (e.g. Principal Owners & Debarment letter); the Sunbiz.org page also allows access to the Suppliers' company reports (click on "View Image in PDF format). This information is only available for Suppliers debarred from 2011 to current.

Below is a listing of all Broward County Debarred Suppliers and their debarment notice date.

A & C Contractors, Inc.	02/24/92	Fieldcrest International	10/23/91	Reddick Property Svcs/Broward Cty	02/21/95
A.J. McMasters	07/03/91	Florida Fire Apparatus Corp.	04/07/87	Reeves Equipment & Supply	06/29/04
A-1 Pied Piper Pest Control	10/25/99	FVL Contracting Co.	07/01/89	Richard Jones & Associates	05/12/95
Ace Lock and Security Supply	05/23/05	Gator Express	10/01/94	Roman Waterproofing	09/30/97
Action Trophies & Awards	05/26/92	George W. Murray Contractors	12/08/99	Rust Wizard Inc.	03/24/17
Agra-Cycle Corporation	11/06/01	Glo & Go Inc.	04/01/93	S H Marketing, Inc.	08/17/20
All County Plumbing Contractors, Inc.	07/08/20	Global Transmissions	09/10/92	S.T. Wicole Const. Corp.	05/06/91
All County Plumbing, Inc.	08/17/20	Globe Electric Company, Inc.	12/10/03	Saber Sales, Inc.	11/08/88
Alpha Construction Svces & Consulting Svces	08/11/20	Graphic Productions Co.	02/27/90	Saints-Enterprises II, LLC	12/15/20
Ammunition Reloaders	05/22/92	HDC Advertising, Inc.	05/06/03	Samantha L. List, P.A.	08/11/20
Ann Lipkowitz, Broker	08/21/92	Hegla Construction, Inc.	08/20/92	Screen Graphics	09/01/92
Atech Fire & Security, Inc.	10/10/03	Henze Services, Inc.	08/19/93	Semes Enterprises	01/03/92
Atlas Pen & Pencil Co.	12/26/90	H-Way Corporation	10/25/99	Shamus Corporation	06/29/04
Ben Kough & Associates	01/10/96	Infinite Distributors LLC	09/30/20	Sheerson Construction, Inc.	05/17/00
Bob's Towing	06/09/04	Intercoastal Marketing, LLC	12/15/20	Shiv Lingam Kirtan Mandali Inc.	08/06/20
BRC Construction Company, Inc.	12/14/05	J M List Services, LLC	08/11/20	SLL Consulting LLC	08/11/20
Broward Plumbing Specialists, Inc.	08/17/20	JJM List Services, LLC	08/11/20	Southeast Underground Utilities Corp.	12/12/17
Caribbean Air Surveys, Inc.	03/01/91	JM List, Incorporated	08/11/20	Southgate Const. & Realty	11/07/90
Central Florida Nurseries	08/16/91	John Rogers Corporation Company, Inc.	11/13/90	Spectrum Signal Co., Inc.	03/04/91
Central Press	04/17/95	Joyce Office ProductsKDG	01/05/94	Spirit Services Company, Inc.	12/13/00
Chemtel Supplies, Inc.	11/21/05	Land & Sea Construction	03/18/96	St. Andrew Industries, Inc.	06/16/95
Progressive Transportation Services, Inc. (d/b/a Coach USA Transit Services)	01/15/92	Lawn Wizard USA, Inc.	09/29/15	Statewide Transportation & Recovery Services	11/02/00
		Lawn Wizard USA, LLC	03/24/17	Termark Security Systems	06/03/99
Coastal Carting Ltd.	03/16/96	Mancini Builders	01/04/94	The Parts Connection	06/30/92
Coastal Industries USA, LLC (d/b/a Rust Wizard)	03/24/17	Marquee Enterprises, Inc.	06/08/07	Toilet Taxi Corp.	07/07/15
		Marsten/THG Modular Leasing	12/13/95	Total Connection	04/30/92
Coastal Utilities, Inc.	03/05/99	Major Computer, Inc.	10/28/91	Toussaint Landscaping	11/04/92
Compass Corp.	06/29/04	Med Sure Associates	05/05/97	Transglobal Marketing	12/28/92
Control Press	06/29/04	Moody Maintenance Products	04/06/06	Tropical Growers USA, Inc.	03/24/17
Cordes Door Co., Inc.	09/01/96	Nighthawk International Corp.	10/25/96	Truck City Body Corp.	12/01/96
Cox & Palmer Const. Corp.	03/14/89	OJS Systems, Inc.	12/22/14	Urban Organization, Inc.	03/05/99
Custom Design To A Tee	05/15/96	Omega Group, Inc.	10/30/97	Vees Supply, LLC	08/17/20
Degen's Lawn & Garden Inc.	11/04/11	Precision Detailing dba J M List Services	08/11/20	Venturi Supplies, Inc.	08/17/20
Digital Comm Inc.	05/16/11	Protective Service Int'l	03/01/91	VIMAC USA, Inc.	05/31/17
Dixie Lock & Supply Inc.	02/17/92	Public Safety Systems	03/04/91	Viravar, LLC	08/17/20
Eastern Elevator Service, Inc.	02/13/19	Puskadi Ltd.	11/07/90	Weiser Security Services	12/09/93
Federal Fence Co., Inc.	11/12/90	Quality Loan Service	03/07/91	Wildcat Wrecking Corp.	09/10/92

Rahming Funeral Home	09/01/92	Woodcraft Custom Homes	06/06/88
RC Aluminum Industries Inc.	06/20/14	Z & Z, Inc.	08/11/20

Vendor Compliance Check List

2023 FOREIGN LIMITED LIABILITY COMPANY AMENDED ANNUAL REPORT

DOCUMENT# M11000002543

FILED
May 03, 2023
Secretary of State
9361621464CC

Entity Name: MILLER PIPELINE, LLC

Current Principal Place of Business:

8850 CRAWFORDSVILLE ROAD
INDIANAPOLIS, IN 46234

Current Mailing Address:

3100 INTERSTATE NORTH CIRCLE
STE 300
ATLANTA, GA 30339 US

FEI Number: 35-1959522

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	AUTHORIZED MEMBER
Name	MMN INFRASTRUCTURE SERVICES, LLC
Address	8850 CRAWFORDSVILLE ROAD
City-State-Zip:	INDIANAPOLIS IN 46234

Title	CFO
Name	SUTCLIFFE, JEFF
Address	8850 CRAWFORDSVILLE ROAD
City-State-Zip:	INDIANAPOLIS IN 46234

Title	VP
Name	SCHULER, CHRIS
Address	8850 CRAWFORDSVILLE ROAD
City-State-Zip:	INDIANAPOLIS IN 46234

Title	CEO
Name	ANDERSON, DALE
Address	8850 CRAWFORDSVILLE ROAD
City-State-Zip:	INDIANAPOLIS IN 46234

Title	VP
Name	DAVIS, CHAD
Address	8850 CRAWFORDSVILLE ROAD
City-State-Zip:	INDIANAPOLIS IN 46234

Title	VP
Name	SHORT, DAN
Address	8850 CRAWFORDSVILLE ROAD
City-State-Zip:	INDIANAPOLIS IN 46234

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MOHAMED YOUSIF STAFF ACCOUNTANT 05/03/2023

Electronic Signature of Signing Authorized Person(s) Detail — Date

Vendor Compliance Check List

Employer	Doing Business As	Account Status	Date Enrolled	Date Terminated	Workforce Size	Number of Hiring Sites	Hiring Site Locations (by state)
Miller Pipeline LLC		Open	08/31/2009		2,500 to 4,999	1	IN

CITY COMMISSION
STAFF REPORT

DEPARTMENT: Human Resources

DATE: April 9, 2024

SUBJECT: Motion to approve and authorize the job descriptions for the Community Development Department and the Buyer position for the Finance Department. – **Human Resources**

CITY MANAGER RECOMMENDATION:
The City Manager recommends that the job descriptions for the Community Development Department and the Buyer position for the Finance Department be approved.

BACKGROUND OF ITEM:
At the August 22, 2023, City Commission meeting, the Commission approved and adopted the findings and recommendations of the Classification and Compensation Study Report conducted by Evergreen Solutions LLC, specifically authorizing the City Manager to reclassify or re-title certain job titles and positions.

Per the presentation schedule outlined during the January 23, 2024, Commission Meeting, draft versions of the Job Descriptions for the Community Development Department are now being presented for Commission review and approval.

Furthermore, recognizing the need to enhance our competitiveness in the job market and attract a more qualified pool of candidates for the Purchasing Assistant position, the decision was made to re-title the position as Buyer, reflecting market standards and enhancing its appeal to potential candidates.

ANALYSIS:
Updating the City's job descriptions will optimize the existing compensation framework while simultaneously enhancing the City's capacity to attract and retain talent in the most competitive classifications.

ATTACHMENTS:

1. Job Descriptions:
    - Administrative Coordinator
    - Administrative Specialist
    - Assistant Building Official
    - Assistant Community Development
    - Building Inspector
    - Building Official

- Buyer
- Chief Electrical Inspector
- Chief Mechanical Inspector
- Chief Plumbing Inspector
- Chief Structural Inspector
- Community Development Director
- Electrical Inspector
- IT Technician
- Mechanical Inspector
- Planner
- Plumbing Inspector
- Senior Administrative Assistant
- Structural Inspector

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to City Attorney	03/28/24 12:21 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to City Manager	03/28/24 12:30 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to City Clerk	03/28/24 06:43 PM
Allen, Tedra	Assigned to City Clerk	Route to City Manager	04/01/24 12:17 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to City Clerk	04/01/24 12:27 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	04/01/24 05:06 PM
Allen, Tedra	END WORKFLOW - APPROVED		04/02/24 01:12 PM

Administrative Coordinator (Community Development)

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. ~~-~~Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

JOB SUMMARY

Under the direction of the Community Development Director, performs highly responsible coordination and technical administrative support functions for an assigned department of the City. Employees in this classification are responsible for administrative and office management duties that support efficient operations, quality customer service, and continued workflow for the department. Work includes the ability to multi-task in a fast-paced environment. Includes considerable ~~exercise of~~ independent judgment and initiative in responding to and resolving customer service issues. Provides ~~for~~ oversight and supervision of more than one employee, including employee training, schedules, payroll processes, and ~~the~~ approval thereof. This position reports directly to the department director, acts as a liaison for the business community, and is the point of contact regarding office (building or space) management and public communications.

ESSENTIAL JOB FUNCTIONS (examples, not all ~~-~~inclusive)

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. ~~-~~It is not necessarily descriptive of any one position in the class.~~-~~ The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Supervises clerical and administrative staff in the operational and administrative support functions of assigned divisions and operational roles.
- Is the point of contact between general and administrative office personnel and management.
- Creates and establishes procedures~~,~~ and oversees the creation of forms and filing systems to improve efficiency in administrative operations.
- Maintains and monitors complex departmental documentation for adherence and processing according to prescribed regulatory and statutory standards.
- Oversees the maintenance of accurate and complex record-keeping in filing systems that support efficient retrieval and comprehensive audit trail for functional areas of responsibility.
- Functions as the point of contact for coordination and training on department-specific computer software and peripheral equipment; coordinates maintenance, upgrades, and service with system vendors.
- At the direction of the Community Development Director, creates, coordinates, and facilitates on and off-site workshops, expos, and events for and on behalf of the local business community.
- Prepares Agenda Item Reports at the direction of the department director.

- Generates and prepares complex departmental reports according to prescribed schedules and regulatory reporting requirements, e.g., weekly, monthly, quarterly, and annual.
- Generates complex correspondence and related communications documentation, ensuring adherence to prescribed standards of business English, grammar, and diction.
- Creates, maintains, and coordinates scheduling and work processes applicable to department operations; ensures efficient coordination of inter-departmental activities and projects.
- Oversees the maintenance of accounting activities specific to the area of assignment, e.g., processing fees and payments, calculating fees and charges, and the reconciliation of cashier drawers at the end of each day.
- Assists the department director with budgetary maintenance.
- Performs procurement duties on behalf of the department independently, at the instruction of the department director, and with the assistance of city procurement staff where necessary.
- Develops, recommends, and implements (upon approval) new policies and procedures when applicable to work processes to improve operations.
- Performs research involving independent judgment and initiative ~~for the purpose of resolving~~to resolve or address~~ing~~ operational matters applicable to areas of responsibility.
- Responsible for customer service oversight, supervision, conflict resolution, and customer satisfaction.
- Performs other duties as directed.

QUALIFICATIONS

Education and Experience:

High school diploma or equivalent. A minimum of five (5) years of experience in a related field~~;~~ or an equivalent combination of education, training, and experience. Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field may substitute on a year-for-year basis for one year of the required experience or education. Possess or be able to obtain a valid State of Florida driver's license ~~within 30 days~~by the date of hire.

Knowledge, Skills, and Abilities:

- Knowledge of customer service principles in application to effective and courteous communications.
- Knowledge of effective office management principles and practices.
- Knowledge of the use and application of standard computer software packages, e.g., Microsoft Word, Excel, PowerPoint, etc.
- Ability to effectively coordinate and guide the activities of staff engaged in clerical/administrative support functions in assigned functional areas.
- Ability to respond to, research, develop, and recommend effective solutions to a wide variety of complex issues applicable to functional areas of responsibility.
- Ability to multi-task in various areas of administrative support in a fast-paced environment.
- Ability to communicate effectively in both oral and written formats.

PHYSICAL/MENTAL DEMANDS

Tasks involve the ability to exert light physical effort in sedentary to light work, ~~but~~ which may involve ~~some~~ lifting, carrying, pushing, and pulling of objects and materials of light weight (5-10 pounds). Tasks may involve extended periods ~~of time~~ at a keyboard or workstation. Work is performed in usual office conditions with rare exposure to disagreeable environmental factors.

WORKING CONDITIONS

General office setting: frequent interruptions and many deadlines to meet. Off-site event coordination and facilitation.

Administrative Specialist (Community Dev.)

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

JOB SUMMARY

Under the general direction of the Administrative Coordinator, provides qualified, responsible administrative support or performs a technical specialty for an assigned division of the department. Employees in this classification are responsible for administrative duties that support efficient operations, quality customer service, and continued workflow for their area of assignment. Qualifications include the ability to multi-task in a fast-paced environment. This position reports directly to the Administrative Coordinator ~~with regard to~~about training, schedules, assignments, processes, procedures, and customer focus. The employee is expected to maintain their assigned work schedule and to be available in their assigned work area during regular working hours ~~with the exception of~~except during scheduled lunch and breaks. This position includes considerable exercise of independent judgment and initiative ~~in~~ when performing technical processes exclusive to the work unit.

ESSENTIAL JOB FUNCTIONS (examples, not all-inclusive)

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position or classification.

- Performs customer service functions, e.g., greets customers, answers telephone~~s,~~ and emails, and directs persons to the proper entity/department within the city or affiliated agencies.
- Adheres to established procedures utilizing existing forms and filing systems for optimal efficiency in administrative operations.
- Responds to inquiries from the general public regarding general department and city-related information.
- Maintains documentation for adherence and processing according to prescribed regulatory and statutory standards.
- Communicates with all applicable inspection professionals on behalf of the customer ~~with regard to~~about permitting revisions, changes, comments, scheduling, etc. throughout the process of submittal, review, issuance, and inspection of residential building permits.
- Assists and educates customers on the use and process of applicable forms and procedures with regard to permits, Local Business Tax Receipts, Zoning Certificates of Use, Vacation/Short-term rental registrations, Certificates of Occupancy, and other applicable departmental areas of operation.
- Interfaces and coordinates with all Building Division disciplines.

- Performs administrative support duties in creating and maintaining records and documentation and adheres to record retention processes that support efficient retrieval and comprehensive audit trail for the functional areas of responsibility.
- Processes tasks associated with sensitive or confidential issues, exercising appropriate discretion in all communication matters.
- Transcribes minutes from recorded departmental-associated board meetings, where necessary.
- Generates and prepares standard departmental reports according to prescribed schedules and regulatory reporting requirements, e.g., weekly, monthly, quarterly, and annually.
- Performs standard accounting functions specific to the area of assignment, including calculating fees/charges, processing fees and payments, and reconciling payments received at the end of each day.
- Performs independent research and exercises judgment and initiative ~~for the purpose of resolving~~to resolve or address~~ing~~ operational matters applicable to areas of responsibility.
- Performs other duties as directed.

QUALIFICATIONS

Education and Experience:

High school diploma or equivalent. Two to three (2-3) ~~Three (3)~~ years of experience in a related field~~;~~ or an equivalent combination of education, training, and experience. Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field may substitute on a year-for-year basis for one year of the required experience or education. Possess or be able to obtain a valid State of Florida driver's license ~~within 30 days~~by the date of hire.

Knowledge, Skills, and Abilities:

- Knowledge of customer service principles in application to effective and courteous communications.
- Knowledge of the use and operation of modern office technologies, e.g., facsimile machines, photocopiers, personal computers, and calculators.
- Knowledge of the use and application of standard computer software packages, e.g., word processors~~,~~ and spreadsheet applications.
- Ability to accurately apply mathematical operations in budgetary/accounting~~-~~related functions.
- Ability to respond to, research, develop, and recommend effective solutions to a wide variety of complex issues applicable to functional areas of responsibility.
- Ability to multi-task in various areas of administrative support in a fast-paced environment.
- Ability to communicate effectively in both oral and written formats.

PHYSICAL/MENTAL DEMANDS

Tasks involve the ability to exert light physical effort in sedentary to light work, ~~but~~ which may involve ~~some~~ lifting, carrying, pushing, and pulling of objects and materials of light weight (5-10 pounds). Tasks may involve extended periods ~~of time~~ at a keyboard or workstation. Work is performed in usual office conditions with rare exposure to disagreeable environmental factors.

WORKING CONDITIONS

General office setting: frequent interruptions while completing complex tasks with deadlines.

Assistant Building Official

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. ~~-~~Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

JOB SUMMARY

The Assistant Building Official assists in ~~the enforcement and application of~~enforcing and applying the Florida Building Code, City Ordinances, and Broward County Administrative C~~c~~ode. This includes managing and supervising the permitting process, plan review, and code enforcement for structural, electrical, mechanical, and plumbing trades. Work involves providing staff, ~~and~~ external stakeholders, contractors, and professionals with direction regarding compliance with local, state, and federal codes. This role interprets Florida Building Codes and assists the Building Official in rendering final determinations on complex code issues, ~~along with~~and administering policy and procedures brought forth by the Broward County Board Rule and A~~a~~ppeals. This position reports to the Community Development Director under general direction of the Building Official.

ESSENTIAL JOB FUNCTIONS (examples, not all-~~-~~inclusive)

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. ~~-~~It is not necessarily descriptive of any one position in the class. ~~-~~The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Assists in ~~the enforcement~~enforcing of policies and procedures for overall operations and activities of the Building Division, e.g., application processing, inspection procedures and review, and plans examination.
- Manages the operations of the assigned functional areas; oversees, schedules, and assigns duties and tasks for functions under charge, e.g., licensing, permitting, inspections, and plan review.
- Consults architects, engineers, general, specialty contractors, and homeowners on building permit applications; renders technical advice and assistance to the general public, contractors, engineers, and architects.
- Manages plans review and interpretation of the various codes for which the division is responsible for enforcing; consults architects, engineers, general and specialty contractors, and homeowners on building permit applications; renders technical advice and assistance to the general public, contractors, engineers, and architects. Investigates escalated complaints regarding alleged code violations by assigning follow-up reviews and taking action.
- Maintains current knowledge of trends and regulatory developments for application to functional areas under charge.
- Coordinates work schedules with departmental staff and with other City departments.
- Attends various meetings, training sessions, and continuing education courses as required to maintain all applicable certifications and State of Florida CEU requirements within the department; retains certification through mandatory continuing education programs.

- Participates in emergency Hurricane and Natural Disaster Response efforts and requirements as directed
- Assist with structure fire and structure damage analysis during and after hours.
- Serves as principal enforcing officer of the State of Florida and Broward County Building Codes as mandated under statute(s).
- Enforces local, state, and federal regulations and laws related to an established domain of commercial and residential construction and natural resources.
- Represents the City in legal proceedings related to code violations, standards, and compliance; collaborates with government agencies as necessary.
- Provides direction and interpretation to inspection staff in more complex aspects of work.
- Responds to code interpretation inquiries and concerns from external stakeholders, other entities, and regulatory agencies (associated with structural compliance).
- Interacts, on behalf of the City, with various contractors, developers, planning agencies, and the public; represents the City in intergovernmental activities related to the department's interests.
- Under a Cooper City State of an Emergency, becomes an essential employee for the City of Cooper City and attends preparation meetings and drills.
- Supervises staff, assists in the hiring processes for building division staff, completes performance reviews and coordinates training of staff.
- Performs other duties as directed.

QUALIFICATIONS

Education and Experience:

- High school diploma or equivalent. ~~High School Diploma and~~ A minimum of eight (8) years of experience directly related to building construction, plan review, and inspection services OR Associates Degree in Building Construction, Engineering, Architecture, or related field and seven (7) years of experience directly related to building construction, plan review and inspection services OR Bachelor's Degree in Building Construction, Engineering, Architecture or related field and six (6) years of experience directly related to building construction, plan review and inspection services.
- Must be certified or have the ability to be certified by the State of Florida Building Code Administrators and Inspectors Board (BCAIB) as a Building Code Administrator within ninety (90) days of hire.
- Must possess or be able to obtain certification as a Building Official by the Broward County Board of Rules and Appeals within ninety (90) days of hire.
- At least one (1) certification in an inspection trade area in accordance with Florida Statute.
- A minimum of five (5) years of experience in the High-~~-~~Velocity Hurricane Zone (HVHZ) OR Professional Architect or Engineer having practiced within the HVHZ for at least three (3) years.
- Must have at least two (2) years of previous supervisory experience.
- Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field~~,~~ may substitute on a year-for-year basis for the required experience or education.
- Possess or be able to obtain a valid State of Florida driver's license ~~within 30 days~~by the date of hire.

Knowledge, Skills, and Abilities:

- Advanced knowledge of commercial and residential building construction methods and materials.

- Advanced knowledge of the Florida Building Code and Broward County Administrative Code.
- Knowledge of principles, practices, methodologies, and techniques utilized to effectively manage and motivate a diverse workforce.
- Knowledge of the available body of literature, resources, and agencies applicable to the effective administration of municipal commercial and residential building and construction functions.
- Ability to read, interpret, and render compliance decisions in construction plans, schematics, blueprints, and related documentation.
- Ability to correctly interpret and efficiently implement all applicable policies and procedures.
- Skilled in the use of Microsoft Office products (Word, Outlook, and Excel) and applicable department-/-organization--specific software and ~~ability~~able to learn and become proficient in the use of other specialized software as may be required.
- Skilled in adapting to a changing work environment, competing demands, and ~~ability to deal~~dealing with frequent changes, delays, or unexpected events.
- Skilled in developing and managing project budgets.
- Ability to clearly communicate and understand information in English, both orally and in writing.
- Ability to formulate, initiate, and administer policies and procedures for effective fiscal control.
- Ability to develop and interpret budgets, contracts, and fiscal and financial reports.
- Ability to effectively present information and technical advice to top management and all relevant constituents/parties/individuals.
- Ability to read, analyze, and interpret program--related laws and regulations and establish necessary work processes and procedures.
- Ability to manage multiple priorities to ensure that deadlines are met and to set priorities that move projects through efficiently to achieve customer and quality objectives.
- Ability to use critical thinking skills to arrive at solutions and suggest ~~improvements to processes~~process improvements.
- Ability to identify potential issues, modify processes, and resolve conflict as ~~the need arises~~needed.
- Ability to analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations and action plans in support of goals.
- Ability to lead and motivate others to achieve goals.
- Ability to establish and maintain effective working relationships with those contacted in the course of work regardless of race, religion, age, sex, disability, political affiliation, sexual orientation, and diverse cultural and linguistic backgrounds.

PHYSICAL/MENTAL DEMANDS

Tasks involve the ability to exert light physical effort in sedentary to light work, ~~but~~ which may involve ~~some~~ lifting, carrying, pushing, and pulling ~~of~~ objects and materials of light weight (5-10 pounds). Tasks may involve extended periods ~~of time~~ at a keyboard or workstation. Work is performed in usual office conditions with rare exposure to disagreeable environmental factors.

WORKING CONDITIONS

General office setting: frequent interruptions and many deadlines to meet.

Assistant Community Development Director

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

JOB SUMMARY

Assisting in directing the Community Development Department for Cooper City, encompassing all activities related to the City's planning, zoning, building permitting/inspections, economic development, and the issuance of local business tax receipts. Plans and implements department goals and objectives; formulates policies and coordinates all administrative aspects of the department. Work involves creating a balanced and sustainable community that will enhance the overall quality of life for our residents, business owners, and visitors. Responsible for ~~the~~ directing, training, developing, and evaluating ~~of~~ others. Serves as acting Director during the absence of the Director.

ESSENTIAL JOB FUNCTIONS (examples, not all-inclusive)

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Plans, organizes, and implements division goals and coordinates all activities toward achieving ~~achievement of~~ established goals and objectives of the City planning and development process; reviews, evaluates~~,~~ and revises ongoing programs and processes to ensure the department's effectiveness, accuracy, and efficiency.
- Directs and evaluates staff responsible for performing professional planning work and extensive research studies relative to the preparation and updating of land use ordinances, land use studies, economic base studies, housing, park, and recreation studies.
- Assists with research for ongoing and future planning and development for presentations to the City Manager, Planning and Zoning Board, and City Commission; analyzes, revises, and implements regulations and ordinances for subdivisions, zoning development, code enforcement,
- Manages the processes of site plan approval, annexation review, change of land use, and development requests; participates in the application processes for federal, state, and local grant funding.
- Participates in ~~executive~~ executive-level meetings for the dissemination of information and presentation of annual and special projects goals and objectives.
- Assists in the preparation of the annual department and division budget; administers and monitors the operation of the division budget; reviews and approves expenditures up to an established dollar amount.
- Interacts, on behalf of the City, with various contractors, developers, planning agencies, and the public; represents the City in intergovernmental activities related to the department's interests.
- Serves as the liaison between the City and the School Board of Broward County.

- Performs other duties as directed.

QUALIFICATIONS

Education and Experience:

Bachelor's degree in planning or a directly related field~~;~~ in combination with ~~by~~ seven (7) years of progressively responsible experience in a planning or development office, including three (3) years of comprehensive planning, growth management regulations, and grants administration; or an equivalent combination of education, certification, training, and experience. Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field may substitute on a year-for-year basis for the required experience or education. Possess or be able to obtain a valid State of Florida driver's license ~~within 30 days~~by the date of hire.

Knowledge, Skills, and Abilities:

- Working knowledge of the principles, practices, and techniques in the field of municipal land use planning, comprehensive planning, and ~~/ or~~ urban planning.
- Knowledge of the State of Florida Comprehensive Planning Act, ~~c~~City ~~c~~Charters, ~~c~~City ~~o~~Ordinances, ~~s~~State S~~s~~tatutes, and pertinent rules and regulations.
- Working knowledge of GIS applications.
- Knowledge of principles, practices, methodologies, and techniques utilized to effectively manage and motivate a diverse workforce.
- Skilled in the use of Microsoft Office products (Word, Outlook, and Excel) and applicable department-/-organization-specific software and able~~ability~~ to learn and become proficient in the use of other specialized software as may be required.
- Skilled in adapting to a changing work environment, competing demands, and ~~ability to deal~~dealing with frequent changes, delays, or unexpected events.
- Skilled in developing and managing project budgets.
- Ability to clearly communicate and understand information in English, both orally and in writing
- Ability to formulate, initiate, and administer policies and procedures for effective fiscal control.
- Ability to develop and interpret budgets, contracts, and fiscal and financial reports.
- Ability to analyze and interpret technical data and understand and synthesize legal and technical language to develop logical recommendations.
- Ability to effectively present information and technical advice to top management and all relevant constituents/parties/individuals.
- Ability to read, analyze, and interpret program-related laws and regulations and establish necessary work processes and procedures.
- Ability to effectively provide liaison and coordination between the ~~c~~City and other agencies.
- Ability to coordinate, negotiate, and resolve conflicting points of view to obtain successful outcomes.
- Ability to manage multiple priorities to ensure that deadlines are met and to set priorities that move projects through efficiently to achieve customer and quality objectives.
- Ability to identify potential issues, modify processes, and resolve conflict as ~~the need arises~~needed.
- Ability to lead and motivate others to achieve goals.

- Ability to establish and maintain effective working relationships with those contacted in the course of work regardless of race, religion, age, sex, disability, political affiliation, sexual orientation, and diverse cultural and linguistic backgrounds.

PHYSICAL/MENTAL DEMANDS

Tasks involve the ability to exert light physical effort in sedentary to light work, ~~but~~ which may involve ~~some~~ lifting, carrying, pushing, and pulling ~~of~~ objects and materials of light weight (5-10 pounds). Tasks may involve extended periods ~~of time~~ at a keyboard or workstation. Work is performed in usual office conditions with rare exposure to disagreeable environmental factors.

WORKING CONDITIONS

General office setting: frequent interruptions and many deadlines to meet.

Building Inspector

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. ~~-~~Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

JOB SUMMARY

This is highly responsible technical work in ~~the enforcement of~~enforcing structural codes governing the State of Florida and Broward County. ~~-~~Performs professional, technical, and administrative work ~~in relation~~related to regulatory standards, inspection activities, and permitting and licensing functions for residential and commercial building construction throughout the City. ~~-~~This ~~P~~position is responsible for performing professional plans review work associated with the daily operations of the Building Division. Work is performed under the general direction of the Building Official and Chief Structural Inspector.

ESSENTIAL JOB FUNCTIONS (examples, not all~~-~~inclusive)

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. ~~-~~It is not necessarily descriptive of any one position in the class. ~~-~~The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Reviews submitted plans and performs field inspections to ensure ~~for~~ conformance with established code.
- Consults with architects, engineers, general and specialty contractors, and homeowners on building permit applications.
- Educates the public and industry professionals regarding the requirements of the building code.
- Provides technical interpretation of the code requirements ~~as~~ related to the State and County.
- Attends court hearings as an expert witness as required.
- Coordinates work schedules with other trade inspections and with other City departments.
- Investigates complaints regarding alleged code violations and issues notices for remedial action.
- Assist with structure fire and structure damage analysis during and after hours.
- ~~Retains certification through mandatory continuing education programs.~~
- Provides highly technical plans review and interpretation of the various codes for which the division is responsible for enforcing; consults architects, engineers, general contractors, specialty contractors, and homeowners on building permit applications;
- Attends various meetings, training sessions, and continuing education courses as required to maintain all applicable C~~c~~ertifications and State of Florida CEU requirements within the department; retains C~~c~~ertifications through mandatory continuing education programs.
- Participates in emergency Hurricane and Natural Disaster Response efforts and requirements as directed.
- Performs ~~B~~business ~~T~~tax field inspections for new businesses.
- Data entry of inspection results.
- Performs other duties as directed.

QUALIFICATIONS

Education and Experience:

- High school diploma or equivalent~~Have graduated from a standard high school or vocational school or possess a G.E.D. certificate from a recognized issuing agency~~. Qualifying work experience may be substituted for the High School or equivalent education requirement on a year-for-year basis. Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field may substitute on a year-for-year basis for one year of the required experience or education.
- Possess or be able to obtain a valid State of Florida driver's license ~~within 30 days~~by the date of hire.
- Certified as required by the State of Florida, Building Code Administrators and Inspectors Board (BCAIB) as a Standard (Building/Structural) Inspector OR be a Florida Registered Architect or Florida Licensed Professional Engineer (PE). (Required certifications and licensed must be kept current to continue employment in this class).
- Engineers are exempt from BCAIB C~~c~~ertification.
- Certification by the Broward County's Board of Rules and Appeals (BORA) by meeting one of the following (An applicant for Certification as a Structural Inspector under the provisions of this section who is a graduate from an accredited school holding a Bachelor or Associate of Science Degree in Engineering, Architecture or Building Construction may be credited for two (2) years for Bachelor Degree or one (1) year for an Associate Degree towards the combined experience requirements (An applicant for C~~c~~ertification as Structural Inspector under the provisions of this section may only substitute the required two-year HVHZ experience with two years of statewide experience by passing the BORA HVHZ exam):
    - Florida Registered Architect or a Florida Licensed Professional Engineer in the discipline requested PLUS two (2) years of HVHZ experience, OR
- BCAIB certified Standard Inspector in the Building/Structural discipline with five (5) years of experience within the State of Florida, of which~~,~~ two (2) years shall have been within HVHZ. (An individual qualifying through this path shall be required to acquire a General Contractors (GC) license by exam~~,~~ within one (1) year of initial C~~c~~ertification as an Inspector), OR
- Licensed GC with at least five (5) years of experience within the State of Florida in the Structural/Building discipline where two (2) years of which were within the HVHZ, OR
- Five (5) years of construction experience in the Structural/Building discipline in a supervisory capacity, of which at least two (2) years shall have been within the jurisdiction of HVHZ. An individual qualifying through this path must acquire an Unlimited GC license by exam~~,~~ from the Construction Industry Licensing Board (CILB) OR Broward County Examining Board OR the Miami-Dade Construction Trades Qualifying Board within one (1) year of initial ~~c~~Certification as an Inspector, OR
- Ten (10) years of construction experience in the Structural/Building discipline, of which at least two (2) years shall have been within the jurisdiction of the HVHZ. An individual qualifying through this path must acquire an Unlimited GC license by exam~~,~~ from either the CILB OR Broward County Examining Board OR the Miami-Dade Construction Trades Qualifying Board within one (1) year of initial ~~c~~Certification as an Inspector.
- Inspectors holding a Certificate of Competency in any area of construction shall not use their Certification to engage in free enterprise competing against persons or firms that may do business within Broward County whose work they may also inspect, nor may they allow their Certificate of Competency to be used by another person or firm.

Knowledge, Skills, and Abilities:

- Knowledge of building construction methods and materials.
- Knowledge of the Florida Building Code, and Broward County Administrative Code.
- Knowledge of the general practices and materials of the building trades.
- Ability to read and interpret construction plans and blueprints.
- Ability to maintain effective working relationships with contractors, employees, and the general public.
- Ability to compile inspection data and make reports relating to code enforcement activities.
- Possess or be able to obtain a valid State of Florida driver's license within 30 days of hire.

PHYSICAL/MENTAL DEMANDS

Tasks involve the ability to exert moderate physical effort, requiring and require considerable mobility when in moving from one location to another in performanceto perform of essential tasks. Position involves various other intermittent physical activities that include, but may not necessarily be limited to, climbing, crawling, stooping, kneeling, and bending. Work may involve some lifting, carrying, pushing, and pulling of objects and materials of light to moderate weight (10 – 40 pounds).

WORKING CONDITIONS

Work is performed indoors and outdoors in all types of weather.

Building Official

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

JOB SUMMARY

The Building Official is responsible for certifying the Building Division of the Community Development Department and ensuring the enforcement of the Florida Building Code, City Ordinances, and Broward County Administrative ~~c~~Code. This includes managing and supervising the permitting process, plan review, and code enforcement for structural, electrical, mechanical, and plumbing trades. Work involves providing staff, ~~and~~ external stakeholders, contractors, and professionals with direction regarding compliance with local, state, and federal codes. This role interprets Florida Building Codes, ~~and~~ renders final determinations on complex code issues, ~~along with~~and administer~~sing~~ polici~~es~~ and procedures brought forth by the Broward County Board Rule and appeals. This position reports to the Community Development Director.

ESSENTIAL JOB FUNCTIONS (examples, not all-inclusive)

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Manage the enforcement of policies and procedures for overall operations and activities of the Building Division, e.g., application processing, inspection procedures and review, and plans examination.
- Manages the operations of the assigned functional areas; oversees, schedules, and assigns duties and tasks for functions under charge, e.g., licensing, permitting, inspections, and plan review.
- Consults architects, engineers, general, specialty contractors, and homeowners on building permit applications; renders technical advice and assistance to the general public, contractors, engineers, and architects.
- Manages plans review and interpretation of the various codes for which the division is responsible for enforcing; consults architects, engineers, general and specialty contractors, and homeowners on building permit applications; renders technical advice and assistance to the general public, contractors, engineers, and architects. Investigates escalated complaints regarding alleged code violations by assigning follow-up reviews and taking action.
- Maintains current knowledge of trends and regulatory developments for application to functional areas under charge.
- Coordinates work schedules with departmental staff and with other City departments.
- Attends various meetings, training sessions, and continuing education courses as required to maintain all applicable certifications and State of Florida CEU requirements within the department; retains certification through mandatory continuing education programs.

- Participates in emergency Hurricane and Natural Disaster Response efforts and requirements as directed
- Assist with structure fire and structure damage analysis during and after hours.
- Serves as principal enforcing officer of the State of Florida and Broward County Building Codes as mandated under statute(s).
- Enforces local, state, and federal regulations and laws related to an established domain of commercial and residential construction and natural resources.
- Represents the City in legal proceedings related to code violations, standards, and compliance; collaborates with government agencies as necessary.
- Provides direction and interpretation to inspection staff in more complex aspects of work.
- Responds to code interpretation inquiries and concerns from external stakeholders, other entities, and regulatory agencies (associated with structural compliance).
- Interacts, on behalf of the City, with various contractors, developers, planning agencies, and the public; represents the City in intergovernmental activities related to the department's interests.
- Review and manage the Flood Plain program.
- Prepare, review, and issue all certificates of occupancies and certificates of completion.
- Manage the Building Safety Inspection Program for buildings and structures that have ~~been in existence~~existed for ~~a period of~~ 25 years or longer.
- Under a Cooper City State of an Emergency, becomes an essential employee for the City of Cooper City and attends preparation meetings and drills.
- Supervises staff, assists in the hiring processes for building division staff, completes performance reviews, and coordinates training of staff.
- Performs other duties as directed.

QUALIFICATIONS

Education and Experience:

- High school diploma or equivalent.~~High School Diploma and~~ A minimum of ~~T~~ten (10) years of experience directly related to building construction, plan review and inspection services OR Associates Degree in Building Construction, Engineering, Architecture, or related field and nine (9) years of experience directly related to building construction, plan review and inspection services OR Bachelor's Degree in Building Construction, Engineering, Architecture or related field and seven (7) years of experience directly related to building construction, plan review and inspection services.
- Must be certified or have the ability to be certified by the State of Florida Building Code Administrators and Inspectors Board (BCAIB) as a Building Code Administrator within ninety (90) days of hire.
- Must possess or be able to obtain certification as a Building Official by the Broward County Board of Rules and Appeals within ninety (90) days of hire.
- At least one (1) certification in an inspection trade area in accordance with Florida Statute.
- A minimum of five (5) years of experience in the High-~~-~~Velocity Hurricane Zone (HVHZ) OR Professional Architect or Engineer having practiced within the HVHZ for at least three (3) years.
- Must have at least two (2) years of previous supervisory experience.
- Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field~~,~~ may substitute on a year-for-year basis for the required experience or education.
- Possess or be able to obtain a valid State of Florida driver's license ~~within 30 days~~by the date of hire.

Knowledge, Skills, and Abilities:

- Advanced knowledge of commercial and residential building construction methods and materials.
- Advanced knowledge of the Florida Building Code and Broward County Administrative Code.
- Knowledge of principles, practices, methodologies, and techniques utilized to effectively manage and motivate a diverse workforce.
- Knowledge of the available body of literature, resources, and agencies applicable to the effective administration of municipal commercial and residential building and construction functions.
- Ability to read, interpret, and render compliance decisions in construction plans, schematics, blueprints, and related documentation.
- Ability to correctly interpret and efficiently implement all applicable policies and procedures.
- Skilled in the use of Microsoft Office products (Word, Outlook, and Excel) and applicable department-/-organization--specific software and ~~ability~~ and able to learn and become proficient in the use of other specialized software as may be required.
- Skilled in adapting to a changing work environment, competing demands, and ~~ability to deal~~dealing with frequent changes, delays, or unexpected events.
- Skilled in developing and managing project budgets.
- Ability to clearly communicate and understand information in English, both orally and in writing.
- Ability to formulate, initiate, and administer policies and procedures for effective fiscal control.
- Ability to develop and interpret budgets, contracts, and fiscal and financial reports.
- Ability to effectively present information and technical advice to top management and all relevant constituents/parties/individuals.
- Ability to read, analyze, and interpret program--related laws and regulations and establish necessary work processes and procedures.
- Ability to manage multiple priorities to ensure that deadlines are met and to set priorities that move projects through efficiently to achieve customer and quality objectives.
- Ability to use critical thinking skills to arrive at solutions and suggest ~~improvements to processes~~process improvements.
- Ability to identify potential issues, modify processes, and resolve conflict as ~~the need arises~~needed.
- Ability to analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations and action plans in support of goals.
- Ability to lead and motivate others to achieve goals.
- Ability to establish and maintain effective working relationships with those contacted in the course of work regardless of race, religion, age, sex, disability, political affiliation, sexual orientation, and diverse cultural and linguistic backgrounds.

PHYSICAL/MENTAL DEMANDS

Tasks involve the ability to exert light physical effort in sedentary to light work, ~~but~~ which may involve ~~some~~ lifting, carrying, pushing, and pulling ~~of~~ objects and materials of light weight (5-10 pounds). Tasks may involve extended periods ~~of time~~ at a keyboard or workstation. Work is performed in usual office conditions with rare exposure to disagreeable environmental factors.

WORKING CONDITIONS

General office setting: frequent interruptions and many deadlines to meet.

Buyer

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

JOB SUMMARY

This position is responsible for technical work in procurement, contracts, and bid solicitation for City departments. Work includes responsibility for the procurement of items, supplies, and services used throughout the City. ~~Work~~It also includes ~~reconciliation~~ reconciling and uploading ~~of~~ P-card transactions into the ERP system, vendor maintenance and contract maintenance within the ERP system. Work is performed under the general supervision of the Purchasing Agent.

ESSENTIAL JOB FUNCTIONS (examples, not all-inclusive)

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Develops, drafts, and administers City contracts, contract change orders, and amendments; recommends changes and administers contract content, including materials, equipment, and service costs; develops contract language, and ensures compliance with insurance requirements.
- Maintains active contracts log and insurance contract compliance; logs all active contracts, follows up with City Departments and vendors on expiring/expired contracts and expiring/expired insurance; forwards documents for legal review and to records for recordkeeping.
- Purchases supplies, equipment, and facilitates contract services; reviews and approves requisitions and issues purchase orders; prepares and obtains quotes from vendors; confers with customers and City staff to resolve questions and discrepancies regarding purchase requirements.
- Performs research on products and services based on the needs of the departments and makes recommendations as needed.
- Reviews, evaluates, and monitors department purchase requisitions for proper authorization, specifications, and legal compliance.
- Prepares Invitations to Bid, Requests for Proposals, and other solicitation types~~,~~ in accordance with City policy and procedure~~,~~ and as required by City ordinance and state statutes.
- Evaluates suppliers, goods, services, bids, and proposals as needed.
- Coordinates the advertisement of statutorily required public notices of committee meetings~~,~~ and other public purchasing-related meetings.
- Coordinates formal pre-bid meetings, bid openings, and site visits.
- ~~Approves purchase contracts up to determined limits.~~ Assists departments in drafting specifications and solicits bids on all purchases over determined limits.
- Issues purchase orders, addenda, and vendor notifications.

- Makes recommendations regarding the selection of suppliers based on supplier performance, creditworthiness, overall responsiveness, and cost.
- Resolves problems of shortages and improper orders with vendors.
- Serves as a liaison between the City and vendors. Ensures vendor performance in areas of customer service and support.
- Properly disposes of surplus inventories, scrap material, and surplus or obsolete equipment via City auction/solicitation.
- Enforces City purchasing policies and procedures and ensures expenditures are within budgeted parameters.
- Performs A/P functions in the absence of the Senior Accounting Technician.
- ~~Monitors accounts receivable for EMS Services. Serves as a liaison between residents and billing company when necessary.~~
- Follows and monitors purchasing laws and regulations.
- Provides backup support to the Purchasing Agent, as required.
- Performs other duties as directed.

QUALIFICATIONS

Education and Experience:

Associate degree or equivalent. Three (3) years of experience in a related field~~;~~ or an equivalent combination of education, training, and experience. Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field may substitute on a year-for-year basis for one year of the required experience or education. Possess or be able to obtain a valid State of Florida driver's license by the date of hire~~Possess or be able to obtain a valid State of Florida driver's license within 30 days of hire~~.

Knowledge, Skills, and Abilities:

- Knowledge of current software programs such as Microsoft Word, Excel, and Outlook.
- Knowledge of office technologies such as copiers and facsimile machines.
- Knowledge of the practices involved in governmental purchasing property and control principles and procedures.
- Ability to prepare correspondences, reports, forms, budgets, studies, assessments, and financial and payroll documentation, using prescribed formats~~,~~ and conforming to all rules of punctuation, grammar, diction, and style.
- Ability to apply principles of logical or systematic thinking to define problems, collect data, establish facts, and ~~to~~ draw valid conclusions.
- Ability to record and deliver information, to explain procedures, and to follow oral and written instructions. Must be able to communicate effectively and efficiently in a variety of technical or professional languages, including procurement, financial concepts, and personnel terminology.
- Ability to utilize mathematical formulas such as those used to add and subtract, multiply and divide, and the use of decimals and percentages.

PHYSICAL/MENTAL DEMANDS

Tasks involve the ability to exert light physical effort in sedentary to light work, ~~but~~ which may involve ~~some~~ lifting, carrying, pushing, and pulling ~~of~~ objects and materials of light weight (5-10 pounds). Tasks may involve extended periods ~~of time~~ at a keyboard or workstation. Work is performed in usual office conditions with rare exposure to disagreeable environmental factors.

WORKING CONDITIONS

General office setting: frequent interruptions and many deadlines to meet.

Chief Electrical Inspector

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. ~~-~~Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

JOB SUMMARY

The Chief Electrical Inspector ~~provides supervision to~~supervises the electrical inspectors in the enforcement and interpretation of building codes and regulations related to the electrical discipline~~,~~ and directly supervises Electrical Inspectors and Plans Examiners. ~~-~~Work involves technical examinations and the application of standard trade practices to inspection work. Inspections are conducted independently but in accordance with the Building Division regulations and established technical standards. The ~~P~~position analyzes current and proposed plans and specifications ~~for ensuring~~to ensure compliance and ~~.~~ reports directly to the~~Supervision is received from the~~ Building Official.

ESSENTIAL JOB FUNCTIONS (examples, not all-~~-~~inclusive)

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification.~~-~~ It is not necessarily descriptive of any one position in the class. ~~-~~The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Supervises and trains Electrical Inspectors and Plans E~~e~~xaminers involved in inspections and plans reviews ~~with~~ in compliance ~~of~~ with the Florida Building Code.
- Consults with architects, engineers, general and specialty contractors, and homeowners on building permit applications.
- Educates the public and industry professionals regarding the requirements of the building code.
- Provides technical interpretation of the code requirements ~~as~~ related to the State and County.
- Attends special magistrate hearings as an expert witness as required.
- Coordinates work schedules with other trade inspections and with other City departments.
- Investigates complaints regarding alleged code violations and issues notices for remedial action.
- Retains certification through mandatory continuing education programs.
- Provides highly technical plans review and interpretation of the various codes for which the division is responsible for enforcing; consults architects, engineers, general contractors, specialty contractors, and homeowners on building permit applications;
- Schedules and performs electrical field inspections and electrical plan review to ensure code compliance.
- Attends various meetings, training sessions, and continuing education courses as required to maintain all applicable certifications and State of Florida CEU requirements within the department; retains certification through mandatory continuing education programs.
- Participates in emergency Hurricane and Natural Disaster Response efforts and requirements as directed.
- Performs Business Tax field inspections for new businesses.

- Data entry of inspection results.
- Performs other duties as directed

QUALIFICATIONS

Education and Experience:

High school diploma or equivalent. Five (5) years of experience in the construction industry, to include experience within a supervisory/managerial capacity; State of Florida Contractors License; Standard Electrical Inspector Certification; Standard Electrical Plans Examiner License; Broward County Board of Rules and Appeals Inspector and Plans Reviewer; or an equivalent combination of education, training, and experience. Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field may substitute on a year-for-year basis for one year of the required experience or education. Possess or be able to obtain a valid State of Florida driver's license ~~within 30 days of~~by the date of hire.

Knowledge, Skills, and Abilities:

- Knowledge of building construction methods and materials.
- Knowledge of the Florida Building Code and Broward County Administrative C~~c~~ode.
- Knowledge of the general practices and materials of the building trades.
- Ability to read and interpret construction plans and blueprints.
- Ability to maintain effective working relationships with contractors, employees, and the general public.
- Ability to compile inspection data and make reports relating to code enforcement activities.
- ~~Possess or be able to obtain a valid State of Florida driver's license within 30 days of hire.~~

PHYSICAL/MENTAL DEMANDS

Tasks involve the ability to exert light physical effort in sedentary to light work, ~~but~~ which may involve ~~some~~ lifting, carrying, pushing, and pulling ~~of~~ objects and materials of light weight (5-10 pounds). Tasks may involve extended periods ~~of time~~ at a keyboard or workstation. Work is performed in usual office conditions with rare exposure to disagreeable environmental factors.

WORKING CONDITIONS

General office setting: frequent interruptions and many deadlines to meet.

Chief Mechanical Inspector

-To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. -Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

JOB SUMMARY

The Chief Mechanical Inspector ~~provides supervision to~~supervises the Mechanical inspectors in the enforcement and interpretation of building codes and regulations related to the mechanical discipline~~,~~ and directly supervises Mechanical Inspectors and Plans Examiners. -Work involves technical examinations and the application of standard trade practices to inspection work. Inspections are conducted independently but in accordance with the Building Division regulations and established technical standards. This p~~P~~osition analyzes current and proposed plans and specifications ~~for ensuring~~to ensure compliance and ~~.~~-reports directly to the~~Supervision is received from the~~ Building Official.

ESSENTIAL JOB FUNCTIONS (examples, not all-~~-~~inclusive)

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. -It is not necessarily descriptive of any one position in the class. -The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Supervises and trains Mechanical Inspectors and Plans ~~e~~Examiners involved in inspection and plans review ~~with~~ for compliance ~~of~~ with the Florida Building Code.
- Consults with architects, engineers, general and specialty contractors, and homeowners on building permit applications.
- Educates the public and industry professionals regarding the requirements of the building code.
- Provides technical interpretation of the code requirements as related to the State and County.
- Attends special magistrate hearings as an expert witness as required.
- Coordinates work schedules with other trade inspections and with other City departments.
- Investigates complaints regarding alleged code violations and issues notices for remedial action.
- Retains certification through mandatory continuing education programs.
- Provides highly technical plans review and interpretation of the various codes for which the division is responsible for enforcing; consults architects, engineers, general contractors, specialty contractors, and homeowners on building permit applications;
- Schedules and performs mechanical field inspections and mechanical plan review to ensure code compliance.
- Attends various meetings, training sessions and continuing education courses as required to maintain all applicable certifications and State of Florida CEU requirements within the department; retains certification through mandatory continuing education programs.

- Participates in emergency Hurricane and Natural Disaster Response efforts and requirements as directed.
- Performs Business Tax field inspections for new business.
- Data entry of inspection results.
- Performs other duties as directed

QUALIFICATIONS

Education and Experience:

High school diploma or equivalent. Five (5) years of experience in the construction industry, ~~to include~~including experience within a supervisory/managerial capacity; State of Florida Contractors License; Standard Mechanical Inspector Certification; Standard Mechanical Plans Examiner License; Broward County Board of Rules and Appeals Inspector and Plans Reviewer; or an equivalent combination of education, training, and experience. Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field may substitute on a year-for-year basis for one year of the required experience or education. Possess or be able to obtain a valid State of Florida driver's license ~~within 30 days of~~by the date of hire.

Knowledge, Skills, and Abilities:

- Knowledge of building construction methods and materials.
- Knowledge of the Florida Building Code and Broward County Administrative ~~c~~Code.
- Knowledge of the general practices and materials of the building trades.
- Ability to read and interpret construction plans and blueprints.
- Ability to maintain effective working relationships with contractors, employees, and the general public.
- Ability to compile inspection data and make reports relating to code enforcement activities.
- ~~Possess or be able to obtain a valid State of Florida driver's license within 30 days of hire.~~

PHYSICAL/MENTAL DEMANDS

Tasks involve the ability to exert moderate physical effort requiring considerable mobility ~~in~~ when moving from one location to another ~~in the performance of~~to perform essential tasks. Position involves various other intermittent physical activities that include, but may not necessarily limited to~~;~~, climbing, crawling, stooping, kneeling, and bending. Work may involve ~~some~~ lifting, carrying, pushing, and pulling ~~of~~ objects and materials of light to moderate weight (10 – 40 pounds).

WORKING CONDITIONS

Work is performed indoors and outdoors in all types of weather.

Chief Plumbing Inspector

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

JOB SUMMARY

The Chief Plumbing Inspector ~~provides supervision~~supervises ~~to~~ the Plumbing inspectors in the enforcement and interpretation of building codes and regulations related to the plumbing discipline~~,~~ and directly supervises Plumbing Inspectors and Plans Examiners. Work involves technical examinations and the application of standard trade practices to inspection work. Inspections are conducted independently but in accordance with the Building Division regulations and established technical standards. This ~~P~~position analyzes current and proposed plans and specifications ~~for ensuring~~to ensure compliance and ~~.~~reports directly to the ~~Supervision is received from the~~ Building Official.

ESSENTIAL JOB FUNCTIONS (examples, not all-inclusive)

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Supervises and trains Plumbing Inspectors and Plans ~~e~~Examiners involved in inspection and plans review ~~with~~ for compliance ~~of~~with the Florida Building Code.
- Consults with architects, engineers, general and specialty contractors, and homeowners on building permit applications.
- Educates the public and industry professionals regarding the requirements of the building code.
- Provides technical interpretation of the code requirements as related to the State and County.
- Attends special magistrate hearings as an expert witness as required.
- Coordinates work schedules with other trade inspections and with other City departments.
- Investigates complaints regarding alleged code violations and issues notices for remedial action.
- Retains certification through mandatory continuing education programs.
- Provides highly technical plans review and interpretation of the various codes for which the division is responsible for enforcing; consults architects, engineers, general contractors, specialty contractors, and homeowners on building permit applications;
- Schedules and performs plumbing field inspections and plumbing plan review to ensure code compliance.
- Attends various meetings, training sessions and continuing education courses as required to maintain all applicable certifications and State of Florida CEU requirements within the department; retains certification through mandatory continuing education programs.
- Participates in emergency Hurricane and Natural Disaster Response efforts and requirements as directed.

- Performs Business Tax field inspections for new business.
- Data entry of inspection results.
- Performs other duties as directed

QUALIFICATIONS

Education and Experience:

High school diploma or equivalent. Five (5) years of experience in the construction industry, ~~to include~~including experience within a supervisory/managerial capacity; State of Florida Contractors License; Standard Plumbing Inspector Certification; Standard Plumbing Plans Examiner License; Broward County Board of Rules and Appeals Inspector and Plans Reviewer; or an equivalent combination of education, training, and experience. Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field may substitute on a year-for-year basis for one year of the required experience or education. Possess or be able to obtain a valid State of Florida driver's license ~~within 30 days~~by the date of hire.

Knowledge, Skills, and Abilities:

- Knowledge of building construction methods and materials.
- Knowledge of the Florida Building Code and Broward County Administrative ~~c~~Code.
- Knowledge of the general practices and materials of the building trades.
- Ability to read and interpret construction plans and blueprints.
- Ability to maintain effective working relationships with contractors, employees, and the general public.
- Ability to compile inspection data and make reports relating to code enforcement activities.
- ~~Possess or be able to obtain a valid State of Florida driver's license within 30 days of hire.~~

PHYSICAL/MENTAL DEMANDS

Tasks involve the ability to exert moderate physical effort, requiring considerable mobility in moving from one location to another ~~in the performance~~to perform ~~of~~ essential tasks. Position involves various other intermittent physical activities that include, but may not necessarily limited to~~;~~, climbing, crawling, stooping, kneeling, and bending. Work may involve ~~some~~ lifting, carrying, pushing, and pulling ~~of~~ objects and materials of light to moderate weight (10 – 40 pounds).

WORKING CONDITIONS

Work is performed indoors and outdoors in all types of weather.

Chief Structural Inspector

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. ~~-~~Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

JOB SUMMARY

The Chief Structural Inspector ~~provides supervision to~~supervises the Structural Inspectors and Plans Examiners in the enforcement and interpretation of the Florida Building Codes ~~as it relates~~related to the structural trade. ~~-~~Work involves technical examinations and the application of standard trade practices to inspection work. Inspections are conducted independently but in accordance with Building Department regulations and established technical standards. This ~~P~~position analyzes current and proposed plans and specifications ~~for ensuring~~to ensure compliance and ~~,~~ reports directly to the ~~Supervision is received from the~~ Building Official.

ESSENTIAL JOB FUNCTIONS (examples, not all~~-~~inclusive)

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification.~~-~~ It is not necessarily descriptive of any one position in the class.~~-~~ The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Supervises and trains Structural Inspectors and Plans examiners involved in inspection and plans review ~~with~~ for compliance ~~of~~ with the Florida Building Code.
- Consults with architects, engineers, general and specialty contractors, and homeowners on building permit applications.
- Educates the public and industry professionals regarding the requirements of the building code.
- Provides technical interpretation of the code requirements as related to the State and County.
- Attends special magistrate hearings as an expert witness as required.
- Coordinates work schedules with other trade inspections and with other City departments.
- Investigates complaints regarding alleged code violations and issues notices for remedial action.
- Assist with structure fire and structure damage analysis during and after hours.
- Retains certification through mandatory continuing education programs.
- Provides highly technical plans review and interpretation of the various codes for which the division is responsible for enforcing; consults architects, engineers, general contractors, specialty contractors, and homeowners on building permit applications;
- Schedules and performs structural field inspections and structural plan review to ensure code compliance.
- Attends various meetings, training sessions and continuing education courses as required to maintain all applicable certifications and State of Florida CEU requirements within the department; retains certification through mandatory continuing education programs.

- Participates in emergency Hurricane and Natural Disaster Response efforts and requirements as directed.
- Performs Business Tax field inspections for new business.
- Data entry of inspection results.
- Performs other duties as directed.

QUALIFICATIONS

Education and Experience:

High school diploma or equivalent. Five (5) years of experience in the construction industry, ~~to include~~including experience within a supervisory/managerial capacity; State of Florida Contractors License; Standard Structural Inspector Certification; Standard Structural Plans Examiner License; Broward County Board of Rules and Appeals Inspector and Plans Reviewer; or an equivalent combination of education, training, and experience. Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field may substitute on a year-for-year basis for one year of the required experience or education. Possess or be able to obtain a valid State of Florida driver's license ~~within 30 days~~by the date of hire.

Knowledge, Skills, and Abilities:

- Knowledge of building construction methods and materials.
- • Knowledge of the Florida Building Code and Broward County Administrative Code.~~Knowledge of the building, electrical, plumbing, and land use codes in force and of the state of Florida and Broward County building codes.~~
- Knowledge of the general practices and materials of the building trades.
- Ability to read and interpret construction plans and blueprints.
- Ability to maintain effective working relationships with contractors, employees, and the general public.
- Ability to compile inspection data and make reports relating to code enforcement activities.

PHYSICAL/MENTAL DEMANDS

Tasks involve the ability to exert moderate physical effort, requiring considerable mobility ~~in~~ when moving from one location to another ~~in the performance of~~to perform essential tasks. Position involves various other intermittent physical activities that include, but may not necessarily limited to~~;~~, climbing, crawling, stooping, kneeling, and bending. Work may involve ~~some~~ lifting, carrying, pushing, and pulling ~~of~~ objects and materials of light to moderate weight (10 – 40 pounds).

WORKING CONDITION

Work is performed indoors and outdoors in all types of weather.

Community Development Director

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. ~~-~~Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

JOB SUMMARY

Directs the Community Development Division for Cooper City, encompassing all activities related to the City's planning, zoning, building permitting/inspections, economic development, and ~~the issuance of~~issuing local business tax receipts. ~~-~~Plans and implements department goals and objectives; formulates policies and coordinates all administrative aspects of the department. Work involves creating a balanced and sustainable community that will enhance the overall quality of life for our residents, business owners, and visitors. Responsible for ~~the~~ directing, training, developing, and evaluating ~~of~~ others. Work is performed under the general direction of the City Manager.

ESSENTIAL JOB FUNCTIONS (examples, not all~~-~~inclusive)

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. ~~-~~It is not necessarily descriptive of any one position in the class. ~~-~~The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Plans, organizes, and implements department goals and coordinates and integrates all activities toward achieving~~achievement of~~ established goals and objectives related to the City's planning, zoning, building permitting/inspections, economic development, and ~~the issuance of~~issuing local business tax receipts.
- Directs and evaluates departmental management responsible for the inspection, occupational licensing, and permitting processes of the City; ensures compliance with all pertinent codes, standards, and ordinances related to building, plumbing, structural, mechanical, and electrical.
- Directs and evaluates departmental management responsible for performing professional planning work and extensive research studies relative to the preparation and updating of land use ordinances, land use studies, economic base studies, housing, park, and recreation studies.
- Establishes and maintains an economic development plan and provides initiatives for small businesses in Cooper City.
- Directs and evaluates research that promotes ongoing and future planning and development for presentations to the City Manager and Planning and Zoning Advisory Board; analyzes, revises, and implements regulations and ordinances for, zoning development, code enforcement.
- Directs the processes of site plan approval, annexation review, change of land use, and development requests; directs the application processes for federal, state, and local grant funding.
- Ensures that local, state, and federal regulations and laws related to an established domain of commercial and residential construction and natural resources are enforced.
- Reviews, evaluates, and revises ongoing programs and processes to ensure the department's effectiveness, accuracy, and efficiency.

- Performs human resource management functions, e.g., interview, selection, hiring, disciplinary action, recommending promotion, and performance evaluations of employees.
- Participates in executive-level meetings for the dissemination of information and presentation of annual and special projects goals and objectives.
- Prepares the annual department budget, directs the operation of the department budget, and reviews and approves expenditures.
- Serves as the primary liaison between the City and various contractors, developers, planning agencies, and the public; represents the City in intergovernmental activities related to the department's interests.
- Performs other duties as directed.

QUALIFICATIONS

Education and Experience:

Bachelor's degree or equivalent. Seven (7) years of experience in a related field or an equivalent combination of education, training, and experience. AICP preferred. Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field may substitute on a year-for-year basis for one year of the required experience or education. Possess or be able to obtain a valid State of Florida driver's license ~~within 30 days~~by the date of hire.

Knowledge, Skills, and Abilities:

- Advanced knowledge of principles, practices, regulations, and techniques in the field of municipal land use planning, comprehensive planning, urban planning, and transportation planning.
- Advanced knowledge of the State of Florida Comprehensive Planning Act, city charter, city ordinances, state statutes, and pertinent rules and regulations.
- Knowledge of commercial and residential building construction methods and materials
- Knowledge of the building, construction, electrical, plumbing, structural, and land use codes for the State of Florida and Broward County.
- Knowledge of principles, practices, methodologies, and techniques utilized to effectively manage and motivate a diverse workforce.
- Skilled in the use of Microsoft Office products (Word, Outlook, and Excel) and applicable department-/-organization-specific software and be able~~ability~~ to learn and become proficient in the use of other specialized software as may be required.
- Skilled in adapting to a changing work environment, competing demands, and ~~ability to deal~~dealing with frequent changes, delays, or unexpected events.
- Skilled in developing and managing project budgets.
- Ability to clearly communicate and understand information in English, both orally and in writing.
- Ability to formulate, initiate, and administer policies and procedures for effective fiscal control.
- Ability to develop and interpret budgets, contracts, and fiscal and financial reports.
- Ability to analyze and interpret technical data and understand and synthesize legal and technical language to develop logical recommendations.
- Ability to effectively present information and technical advice to the City Manager and all relevant constituents/parties/individuals.
- Ability to read, analyze, and interpret program-related laws and regulations and establish necessary work processes and procedures.

- Ability to effectively provide liaison and coordination between the City and other agencies.
- Ability to coordinate, negotiate, and resolve conflicting points of view to obtain successful outcomes.
- Ability to manage multiple priorities to ensure that deadlines are met and to set priorities that move projects through efficiently to achieve customer and quality objectives.
- Ability to analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations and action plans in support of goals.
- Ability to lead and motivate others to achieve goals.
- A strong customer service orientation ~~in~~ at work and communication with coworkers, management, elected officials, and citizens.

PHYSICAL/MENTAL DEMANDS

Tasks involve the ability to exert light physical effort in sedentary to light work, ~~but~~ which may involve ~~some~~ lifting, carrying, pushing, and pulling ~~of~~ objects and materials of light weight (5-10 pounds). Tasks may involve extended periods ~~of time~~ at a keyboard or workstation. Work is performed in usual office conditions with rare exposure to disagreeable environmental factors.

WORKING CONDITIONS

General office setting: frequent interruptions and many deadlines to meet.

Electrical Inspector

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

JOB SUMMARY

This is highly responsible technical work in the enforcement of Electrical codes governing the State of Florida and Broward County. Performs professional, technical, and administrative work ~~in relation~~related to regulatory standards, inspection activities, and permitting and licensing functions for residential and commercial building construction throughout the City. This ~~P~~position is responsible for performing professional plans review work associated with the daily operations of the Building Division. Work is performed under the general direction of the Building Official and Chief Electrical Inspector.

ESSENTIAL JOB FUNCTIONS (examples, not all-inclusive)

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Reviews submitted plans and performs field inspections ~~for~~ to ensure conformance with established code.
- Consults with architects, engineers, general and specialty contractors, and homeowners on building permit applications.
- Educates the public and industry professionals regarding the requirements of the building code.
- Provides technical interpretation of the code requirements as related to the State and County.
- Attends court hearings as an expert witness as required.
- Coordinates work schedules with other trade inspections and with other City departments.
- Investigates complaints regarding alleged code violations and issues notices for remedial action.
- Retains certification through mandatory continuing education programs.
- Provides highly technical plans review and interpretation of the various codes for which the division is responsible for enforcing; consults architects, engineers, general contractors, specialty contractors, and homeowners on building permit applications;
- Attends various meetings, training sessions and continuing education courses as required to maintain all applicable certifications and State of Florida CEU requirements within the department; retains certification through mandatory continuing education programs.
- Participates in emergency Hurricane and Natural Disaster Response efforts and requirements as directed.
- Performs Business Tax field inspections for new business.
- Data entry of inspection results.
- Performs other duties as directed.

QUALIFICATIONS

Education and Experience:

- High school diploma or equivalent~~Have graduated from a standard high school or vocational school or possess a G.E.D. certificate from a recognized issuing agency~~. Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field may substitute on a year-for-year basis for one year of the required experience or education.~~Qualifying work experience may be substituted for the High School or equivalent education requirement on a year-for-year basis~~
- Possess or be able to obtain a valid State of Florida driver's license ~~within 30 days~~by the date of hire.
- Certified by the Building Code Administrators and Inspectors Board (BCAIB) as an Electrical Inspector (Required certifications must be kept current to continue employment in this class).
- Engineers are exempt from BCAIB certification.
- Certification by the Broward County Board of Rules and Appeals (BORA) and meet at least one of the following (Applicants holding a Bachelor or an Associate of Science Degree in Electrical Engineering may be credited for two (2) years for a Bachelor's Degree or one (1) year for an Associate's Degree towards the BORA combined experience certification requirements):
    - An Engineer in the discipline requested OR
    - Five (5) years of construction experience in the electrical discipline in a supervisory capacity and possess a Certificate of Competency as a Master Electrician or Electrical Contractor OR
    - Five (5) years of construction experience in the electrical discipline and five (5) years of experience as an Electrical Inspector certified by BCAIB and possess a Certificate of Competency as a Master Electrician or Electrical Contractor OR
    - Seven (7) years of construction experience in the electrical discipline and possess a Certificate of Competency as a Journeyman Electrician OR
    - Ten (10) years of experience as an Electrical Inspector certified by BCAIB.
- Possess a current Certificate of Competency or Professional License in the electrical discipline as a Master Electrician, ~~or~~ Electrical Contractor, or Journeyman Electrician issued by at least one of the following entities:
    - Florida Electrical Contractors Licensing Board
    - Broward County Central Examining Board of Electricians
    - Miami-Dade County Construction Trades Qualifying Board, Block proctored
    - Florida Board of Professional Engineers
    - Per Chapter 7-575, paragraph 4 (b) of the laws of Florida, Inspectors holding a Certificate of Competency in any area of construction shall not use their Certification to engage in free enterprise competing against persons or firms that may do business within Broward County whose work they may also inspect, nor may they allow their Certificate of Competency to be used by another person or firm.

Knowledge, Skills, and Abilities:

- Knowledge of building construction methods and materials.
- Knowledge of the Florida Building Code and~~,~~ Broward County Administrative ~~c~~Code.
- Knowledge of the general practices and materials of the building trades.
- Ability to read and interpret construction plans and blueprints.
- Ability to maintain effective working relationships with contractors, employees, and the general public.

- Ability to compile inspection data and make reports relating to code enforcement activities.
- ~~Possess or be able to obtain a valid State of Florida driver's license within 30 days of hire.~~

PHYSICAL/MENTAL DEMANDS

Tasks involve the ability to exert moderate physical effort requiring considerable mobility ~~in~~ when moving from one location to another ~~in performance~~to perform ~~of~~ essential tasks. ~~-~~Position involves various other intermittent physical activities that include, but may not necessarily be limited to, climbing, crawling, stooping, kneeling, and bending. ~~-~~Work may involve ~~some~~ lifting, carrying, pushing, and pulling ~~of~~ objects and materials of light to moderate weight (10 – 40 pounds).

WORKING CONDITIONS

Work is performed indoors and outdoors in all types of weather.

IT Technician

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodation may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

JOB SUMMARY

The IT Technician is responsible for analyzing, designing, installing, configuring, maintaining, and repairing network servers, systems, and subsystems. Oversees the computer/server operation and environment. Provides directions, information, and recommendations regarding network configurations and installations.

ESSENTIAL JOB FUNCTIONS (examples, not all inclusive)

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Designs computer networks (intranet, Internet, FTP servers, web mail, etc.) to ensure the effective and efficient running of the network.
- Installs client and server network software for upgrading and maintaining network and telecommunication systems.
- Maintains network operations, ~~and~~ software applications, operating systems, and regular maintenance.
- Manages assigned projects and program components to deliver services in accordance with established objectives.
- Responds to inquiries from staff, administrators, service providers, site personnel, outside vendors, etc., to provide technical assistance and support.
- Supervises the administration of system and server related networks to ensure the availability of services to authorized users.
- Troubleshoots malfunctions of network hardware and software applications, telephones, and security systems to resolve operational issues and restore services.
- Analyzes and recommends solutions, upgrades, and services for streamlining and process improvements.
- Trains and informs end users on Cyber Security best practices.
- Configures, implements, and maintains DRAAS solution.
- Provides backup support for firewalls and internal security applications.
- Provides support for Microsoft Windows applications.

- Performs related duties as required.

QUALIFICATIONS

Education and Experience:

High School Diploma or equivalent. Associate's degree in computer technology, computer science, information technology, or related field is preferred; One or more years of experience in network and application support; or an equivalent combination of education, certification, training, and experience. Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field may substitute on a year-for-year basis for one year of the required experience or education. Possess or be able to obtain a valid State of Florida driver's license by the date of hire~~Must possess a Florida driver's license~~.

Knowledge, Skills, and Abilities:

- Knowledge of circuit boards, processors, chips, electronic equipment, and computer hardware and software, including applications and programming.
- Knowledge of data processing systems, concepts, and methodologies.
- Skill in Microsoft Office products (Outlook, Word, and Excel).
- Ability to establish and maintain effective and cooperative working relationships with those contacted in the course of work.
- Ability to clearly communicate and understand information in English, both orally and in writing.
- Ability to use critical thinking skills to arrive at solutions and suggest ~~improvements to processes~~process improvements.
- Ability to implement effective and innovative software development methodologies.

PHYSICAL/MENTAL DEMANDS

Depending on the functional area of the assignment, tasks involve the ability to exert light physical effort, usually involving some lifting, carrying, pushing, and pulling ~~of~~ objects and materials of light weight (up to 20 pounds). May involve some climbing, balancing, stooping, kneeling, crouching, crawling, walking, or standing. Tasks may involve extended periods ~~of time~~ at a keyboard or workstation, ~~and extended periods of time~~ standing and walking. Tasks are regularly performed inside without exposure to adverse environmental conditions (e.g., dirt, cold, rain, fumes). Some tasks require manual dexterity~~,~~ in addition to visual and hearing acuity. Some tasks may involve identifying and distinguishing colors.

WORKING CONDITIONS

General office setting: frequent interruptions and many deadlines to meet.

Mechanical Inspector

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

JOB SUMMARY

This is highly responsible technical work in the enforcement of mechanical codes governing the State of Florida and Broward County. Performs professional, technical, and administrative work ~~in relation~~related to regulatory standards, inspection activities, and permitting and licensing functions for residential and commercial building construction throughout the City. The ~~P~~position is responsible for performing professional plans review work associated with the daily operations of the Building Division. Work is performed under the general direction of the Building Official and Chief Mechanical Inspector.

ESSENTIAL JOB FUNCTIONS (examples, not all-inclusive)

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Reviews submitted plans and performs field inspections ~~for~~ to ensure conformance with established code.
- Consults with architects, engineers, general and specialty contractors, and homeowners on building permit applications.
- Educates the public and industry professionals regarding the requirements of the building code.
- Provides technical interpretation of the code requirements as related to the State and County.
- Attends court hearings as an expert witness as required.
- Coordinates work schedules with other trade inspections and with other City departments.
- Investigates complaints regarding alleged code violations and issues notices for remedial action.
- Retains certification through mandatory continuing education programs.
- Provides highly technical plans review and interpretation of the various codes for which the division is responsible for enforcing; consults architects, engineers, general contractors, specialty contractors, and homeowners on building permit applications;
- Attends various meetings, training sessions and continuing education courses as required to maintain all applicable certifications and State of Florida CEU requirements within the department; retains certification through mandatory continuing education programs.
- Participates in emergency Hurricane and Natural Disaster Response efforts and requirements as directed.
- Performs Business Tax field inspections for new business.
- Data entry of inspection results.
- Performs other duties as directed.

QUALIFICATIONS

Education and Experience:

- High school diploma or equivalent~~Have graduated from a standard high school or vocational school or possess a G.E.D. certificate from a recognized issuing agency~~. Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field may substitute on a year-for-year basis for one year of the required experience or education. ~~Or qualifying work experience may be substituted for the High School or equivalent education requirement on a year-for-year basis~~
- Possess or be able to obtain a valid State of Florida driver's license ~~within 30 days~~by the date of hire.
- Certified as required by the State of Florida, Building Code Administrators and Inspectors Board (BCAIB) as a Mechanical Inspector. (Required certifications and license must be kept current to continue employment in this class)
- Engineers are exempt from BCAIB certification
- Certified by Broward County Board of Rules and Appeals (BORA) and shall meet at least one of the following qualifications (An applicant for Certification as a Mechanical Inspector under the provisions of this Section who is a graduate from an accredited school holding a Bachelor or an Associate of Science Degree in Mechanical Engineering may be credited for two (2) years for a Bachelor's Degree or one (1) year for an Associate's Degree towards the combined experience requirements):
    - An Engineer in the discipline requested or
    - Five (5) years of construction experience in the mechanical discipline in a supervisory capacity and possess a Certificate of Competency as a Master Mechanical or Mechanical Contractor or Class "A" Air Conditioning Contractor or
    - Five (5) years of construction experience in the mechanical discipline and five (5) years of experience as a Mechanical Inspector certified by BCAIB and possess a Certificate of Competency as a Master Mechanical or Mechanical Contractor or Class "A" Air Conditioning Contractor or
    - Seven (7) years of construction experience in the mechanical discipline and possess a Certificate of Competency as a Mechanical Journeyman or
    - (10) years of experience as a Mechanical Inspector certified by BCAIB
- Possess a current Certificate of Competency or a Professional License in the discipline requested as a Master Mechanical or Mechanical Contractor or Class "A" Air Conditioning Contractor, ~~or~~ Journeyman Mechanical or Engineer issued by at least one of the following entities:
    - Florida Construction Industry Licensing Board
    - Broward County Central Examining Board of Mechanical Contractors and Specialty Mechanical Contractors
    - Miami-Dade County Construction Trades Qualifying Board
    - Florida Board of Professional Engineers

Knowledge, Skills, and Abilities:

- Knowledge of building construction methods and materials.
- Knowledge of the Florida Building Code and~~,~~ Broward County Administrative C~~c~~ode.
- Knowledge of the general practices and materials of the building trades.
- Ability to read and interpret construction plans and blueprints.

- Ability to maintain effective working relationships with contractors, employees, and the general public.
- Ability to compile inspection data and make reports relating to code enforcement activities.
- ~~Possess or be able to obtain a valid State of Florida driver's license within 30 days of hire.~~

PHYSICAL/MENTAL DEMANDS

Tasks involve the ability to exert moderate physical effort requiring considerable mobility ~~in~~ when moving from one location to another ~~in performance of~~to perform essential tasks. Position involves various other intermittent physical activities that include, but may not necessarily be limited to, climbing, crawling, stooping, kneeling, and bending. Work may involve ~~some~~ lifting, carrying, pushing, and pulling ~~of~~ objects and materials of light to moderate weight (10 – 40 pounds).

WORKING CONDITIONS

Work is performed indoors and outdoors in all types of weather.

Planner

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

JOB SUMMARY

Under general supervision, performs administrative and technical work involving land development, planning, and zoning regulations to support the activities of the City's Community Development Department. Responsible for assisting the Community Development Director in ~~the completion o~~completingf projects relating to land development, planning, ~~and~~ zoning, economic development, and redevelopment programs to promote and market the City as a place to do business~~,~~ and implementing strategies to attract and recruit business and industry to Cooper City. Reports to the Assistant Community Development Director.

ESSENTIAL JOB FUNCTIONS (examples, not all-inclusive)

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Reviews, interprets, and ensures conformity of land development petitions with the City's comprehensive land development planning and zoning codes.
- Reviews and ~~provides authorization regarding~~authorizes building construction permits and local business tax receipts in ~~conformance~~ accordance with planning and zoning requirements.
- Assists department head and other departments/divisions/staff with administrative processing of land development petitions and related planning and zoning functions.
- Answers questions from the public, contractors and developers regarding zoning, land use designations, permit requirements, development applications, property locations, or other code-related topics such as setbacks, density, or sign applications.
- Research planning and zoning regulations for application to department functions,~~;~~ includes reviewing surveys, site plans, local business tax receipts, and building permits.
- Assists the department head in managing records and reports related to planning and zoning; this includes updating existing land uses, completing an inventory of current land uses and preparing graphic illustrations.
- Coordinates the exchange of land use data with other agencies, planning consultants, the county, and adjacent cities.
- Represents City planning and zoning concerns at various meetings as directed; responds to issues within the scope of knowledge and authority; ~~directs~~ and complex matters to the department head.
- May perform field inspections as necessary to ensure compliance with building permits, ~~and any~~ related codes, and plans.

- Evaluates economic, statistical, and demographic data to analyze the best means to attract, retain, or expand businesses and industries within the City of Cooper City.
- Identifies and recruits likely business prospects, responds to new business inquiries, maintains an inventory of available sites/buildings, and aggressively markets suitable sites to such business prospects.
- Promotes the retention and expansion of business and industry within the City, develops and maintains ~~a~~ cooperative working relationships with existing businesses, identifies existing business retention and expansion needs, conducts research, and identifies and utilizes available resources to address those needs.
- Maintains and develops contracts with landowners, developers, site consultants, realtors, entrepreneurs, government officials, private industry representatives, chambers of commerce and economic development~~-~~-related organizations and agencies.
- Prepares updates to community demographic information and maintains current data regarding the community on the economic development website.
- Assists in the research of and preparation of grant applications for submittal.
- Coordinates with the local resource partners on ~~matters such as~~ workforce development, small business initiatives, financing, business expansion, and more.
- Creates and updates various building and land development forms and checklists.
- Assists with various city and regional economic development meetings.
- Performs functions of the FEMA Emergency Operations Center (EOC) municipal liaison during severe hurricanes or storms.
- Performs other duties as directed.

QUALIFICATIONS

Education and Experience:

Bachelor's degree or equivalent. Zero to two (0-2) years of experience in a related field~~;~~ or an equivalent combination of education, training, and experience. Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field may substitute on a year-for-year basis for one year of the required experience or education. Possess or be able to obtain a valid State of Florida driver's license ~~within 30 days~~by the date of hire.

Knowledge, Skills, and Abilities:

- Knowledge of planning principles and concepts ~~as~~ related to the government function of comprehensive land development planning and compliance.
- Knowledge of principles and practices of economic development, redevelopment and reuse, business retention, and recruitment programs, marketing and advertising, real estate, development/redevelopment financing alternatives, and annexation procedures.
- Skills in analyzing and systematically compiling technical and statistical information and preparing grants, technical reports, proposals, and correspondence.
- Ability to read, interpret, ~~and~~ apply, and explain City codes, policies, and zoning ordinances.
- Ability to review, analyze, and provide meaningful comments regarding plans and development applications related to the City's comprehensive land development plan.
- Ability to communicate effectively in both oral and written formats.

- Ability to work effectively and courteously with the public, other employees, and entities associated with the land development process, e.g., engineers~~,~~and architects.
- Ability to prepare and provide comments on various documents relevant to planning functions, e.g., maps, permits, site plans variances, rezoning, dedications and grants of easement.

PHYSICAL/MENTAL DEMANDS

Tasks involve the ability to exert light physical effort in sedentary to light work, ~~but~~ which may involve ~~some~~ lifting, carrying, pushing, and pulling ~~of~~ objects and materials of light weight (5-10 pounds). Tasks may involve extended periods ~~of time~~ at a keyboard or workstation. Work is performed in usual office conditions with rare exposure to disagreeable environmental factors.

WORKING CONDITIONS

General office setting: frequent interruptions and many deadlines to meet.

Plumbing Inspector

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

JOB SUMMARY

This is highly responsible technical work in the enforcement of Plumbing codes governing the State of Florida and Broward County. Performs professional, technical, and administrative work ~~in relation~~related to regulatory standards, inspection activities, and permitting and licensing functions for residential and commercial building construction throughout the City. This ~~P~~position is responsible for performing professional plans review work associated with the daily operations of the Building Division. Work is performed under the general direction of the Building Official and Chief Plumbing Inspector.

ESSENTIAL JOB FUNCTIONS (examples, not all inclusive)

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Reviews submitted plans and performs field inspections ~~for~~ to ensure conformance with established code.
- Consults with architects, engineers, general and specialty contractors, and homeowners on building permit applications.
- Educates the public and industry professionals regarding the requirements of the building code.
- Provides technical interpretation of the code requirements as related to the State and County.
- Attends court hearings as an expert witness as required.
- Coordinates work schedules with other trade inspections and with other City departments.
- Investigates complaints regarding alleged code violations and issues notices for remedial action.
- Retains certification through mandatory continuing education programs.
- Provides highly technical plans review and interpretation of the various codes for which the division is responsible for enforcing; consults architects, engineers, general contractors, specialty contractors, and homeowners on building permit applications;
- Attends various meetings, training sessions and continuing education courses as required to maintain all applicable certifications and State of Florida CEU requirements within the department; retains certification through mandatory continuing education programs.
- Participates in emergency Hurricane and Natural Disaster Response efforts and requirements as directed.
- Performs Business Tax field inspections for new business.
- Data entry of inspection results.
- Performs other duties as directed.

QUALIFICATIONS

Education and Experience:

- High school diploma or equivalent~~Have graduated from a standard high school or vocational school or possess a G.E.D. certificate from a recognized issuing agency~~. Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field may substitute on a year-for-year basis for one year of the required experience or education.~~Or qualifying work experience may be substituted for the High School or equivalent education requirement on a year-for-year basis~~
- Possess or be able to obtain a valid State of Florida driver's license ~~within 30 days after~~by the date of hire.
- Certification by the Broward County Board of Rules and Appeals (BORA) and meet at least one of the following (Applicants holding a Bachelor or an Associate of Science Degree in Mechanical Engineering may be credited for two (2) years for a Bachelor's Degree or one (1) year for an Associate's Degree towards the BORA combined experience certification requirements):
    - An Engineer in the discipline requested OR
    - Five (5) years of construction experience in the plumbing discipline in a supervisory capacity and possess a Certificate of Competency as a Master Plumber or Plumbing Contractor OR
    - Five (5) years of construction experience in the plumbing discipline and five (5) years of experience as a Plumbing Inspector certified by the Building Code Administrators and Inspectors Board (BCAIB) and possess a Certificate of Competency as a Master Plumber or Plumbing Contractor OR
    - Seven (7) years of construction experience in the plumbing discipline and possess a Certificate of Competency as a Journeyman Plumber OR
    - Ten (10) years of experience as a Plumbing Inspector certified by BCAIB.
- Possess a current Certificate of Competency or Professional License in the plumbing discipline as a Master Plumber, ~~or~~ Plumbing Contractor, or Journeyman Plumber issued by at least one of the following entities:
    - Florida Construction Industry Licensing Board
    - Broward County Central Examining Board of Plumbers
    - Miami-Dade County Construction Trades Qualifying Board
    - Florida Board of Professional Engineers
- Per Chapter 71-575, paragraph 4(b), laws of Florida, Inspectors holding a Certificate of Competency in any area of construction shall not use their Certification to engage in a free enterprise competing against persons or firms that may do business within Broward County whose work they may also inspect, nor may they allow their Certificate of Competency to be used by another person or firm
- Required certifications must be kept current to continue employment in this class.

Knowledge, Skills, and Abilities:

- Knowledge of building construction methods and materials.
- Knowledge of the Florida Building Code and~~,~~ Broward County Administrative C~~c~~ode.
- Knowledge of the general practices and materials of the building trades.
- Ability to read and interpret construction plans and blueprints.
- Ability to maintain effective working relationships with contractors, employees, and the general public.
- Ability to compile inspection data and make reports relating to code enforcement activities.

- ~~Possess or be able to obtain a valid State of Florida driver's license within 30 days of hire.~~

PHYSICAL/MENTAL DEMANDS

Tasks involve the ability to exert moderate physical effort, requiring considerable mobility ~~in~~ when moving from one location to another ~~in performance of~~to perform essential tasks. Position involves various other intermittent physical activities that include, but may not necessarily be limited to, climbing, crawling, stooping, kneeling, and bending. Work may involve ~~some~~ lifting, carrying, pushing, and pulling ~~of~~ objects and materials of light to moderate weight (10 – 40 pounds).

WORKING CONDITIONS

Work is performed indoors and outdoors in all types of weather.

Senior Administrative Specialist

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

JOB SUMMARY

Under the general direction of the Administrative Coordinator, provides highly responsible, advanced administrative support or a technical specialty for an assigned ~~division of the department~~department division. Employees in this classification are responsible for administrative duties that support efficient operations, quality customer service, and continued workflow for their area of assignment. Qualifications include the ability to multi-task in a fast-paced environment. This position reports directly to the Administrative Coordinator with regard to training, schedules, assignments, processes, procedures, and customer focus. The employee is expected to maintain their assigned work schedule and ~~to~~ be available in their assigned work area during regular working hours ~~with the exception of~~except for scheduled lunch and breaks. This position includes considerable exercise of independent judgment and initiative ~~in~~ when performing technical processes exclusive to the work unit.

ESSENTIAL JOB FUNCTIONS (examples, not all-inclusive)

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position or classification.

- Performs customer service functions, e.g., greets customers, answers telephone~~s,~~ and emails, and directs persons to the proper entity/department within the city or affiliated agencies.
- Maintains established procedures, forms, and filing systems for efficiency in administrative operations. Creates same under the direction of the Administrative Coordinator where necessary.
- Responds to inquiries from the general public regarding Business Tax requirements, permit application submittals, inspections, public records requests, lien searches, and all other areas of departmental operation.
- Maintains complex departmental documentation for adherence and processing according to prescribed regulatory and statutory standards.
- Creates forms and reports as necessary to maintain, improve, or streamline divisional processes upon the request of the Administrative Coordinator, Assistant Director, or Director.
- Interfaces directly with the Fire Marshall, Building Official, Chief Structural Inspector, and ~~s~~Structural ~~i~~Inspector with regard to occupational uses of commercial businesses.
- Communicates with all applicable inspection professionals on behalf of the customer ~~with regard to~~regarding permitting revisions, changes, comments, scheduling, etc., throughout the process of submittal, review, issuance, and inspection of residential building permits.

- Assists and educates customers on the use and process of applicable forms and procedures ~~with regard~~regarding to permits, Local Business Tax Receipts, Zoning Certificates of Use, Vacation/Short-term rental registrations, Certificates of Occupancy, and other applicable departmental areas of operation.
- Interfaces and coordinates with all Building Division disciplines.
- Performs advanced administrative support duties in maintaining complex records and documentation and maintains record retention processes that support efficient retrieval and comprehensive audit trail for the functional areas of responsibility.
- Processes tasks associated with sensitive or confidential issues, exercising appropriate discretion in all communication matters.
- Transcribes minutes from recorded departmental-associated board meetings, where necessary.
- Generates and prepares complex departmental reports according to prescribed schedules and regulatory reporting requirements, e.g., weekly, monthly, quarterly, and annually.
- Generates moderately complex correspondence and related communications, ensuring adherence to prescribed standards of business English, grammar, and diction.
- Performs moderately complex accounts maintenance activities specific to the area of assignment, including calculating fees/charges, processing fees, and payments, and reconciling payments received at the end of each day.
- Performs independent research and exercises judgment and initiative ~~for the purpose of resolving~~to resolve or address~~ing~~ operational matters applicable to areas of responsibility.
- Performs other duties as directed by the Administrative Coordinator, Assistant Director, or Director.

QUALIFICATIONS

Education and Experience:

High school diploma or equivalent. Three (3) years of experience in a related field~~;~~ or an equivalent combination of education, training, and experience. Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field may substitute on a year-for-year basis for one year of the required experience or education. Possess or be able to obtain a valid State of Florida driver's license ~~within 30 days~~by the date of hire.

Knowledge, Skills, and Abilities:

- Knowledge of customer service principles in application to effective and courteous communications.
- Knowledge of the use and operation of modern office technologies, ~~e.g.,~~such as facsimile machines, photocopiers, personal computers, and calculators.
- Knowledge of the use and application of standard computer software packages, e.g., word processors~~,~~ and spreadsheet applications.
- Ability to accurately apply mathematical operations in budgetary/accounting~~-~~-related functions.
- Ability to respond to, research, develop, and recommend effective solutions to a wide variety of complex issues applicable to functional areas of responsibility.
- Ability to multi-task in various areas of administrative support in a fast-paced environment.
- Ability to communicate effectively in both oral and written formats.

PHYSICAL/MENTAL DEMANDS

Tasks involve the ability to exert light physical effort in sedentary to light work, ~~but~~ which may involve ~~some~~ lifting, carrying, pushing, and pulling ~~of~~ objects and materials of light weight (5-10 pounds). Tasks may involve extended periods ~~of time~~ at a keyboard or workstation. Work is performed in usual office conditions with rare exposure to disagreeable environmental factors.

WORKING CONDITIONS

General office setting: frequent interruptions while completing complex tasks with deadlines

Structural Inspector/Plans Examiner

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

JOB SUMMARY

This is a highly responsible technical ~~work~~ position in the enforcement of structural codes governing the State of Florida and Broward County. This postion ~~P~~performs professional, technical, and administrative work ~~in relation~~related to regulatory standards, inspection activities, and permitting and licensing functions for residential and commercial building construction throughout the City. This ~~P~~position is responsible for performing professional plans review work associated with the daily operations of the Building Division. Work is performed under the general direction of the Building Official and Chief Structural Inspector.

ESSENTIAL JOB FUNCTIONS (examples, not all ~~-~~inclusive)

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Reviews submitted plans and performs field inspections ~~for~~ to ensure conformance with established code.
- Consults with architects, engineers, general and specialty contractors, and homeowners on building permit applications.
- Educates the public and industry professionals regarding the requirements of the building code.
- Provides technical interpretation of the code requirements as related to the State and County.
- Attends court hearings as an expert witness as required.
- Coordinates work schedules with other trade inspections and with other City departments.
- Investigates complaints regarding alleged code violations and issues notices for remedial action.
- Assist with structure fire and structure damage analysis during and after hours.
- Retains certification through mandatory continuing education programs.
- Provides highly technical plans review and interpretation of the various codes for which the division is responsible for enforcing; consults architects, engineers, general contractors, specialty contractors, and homeowners on building permit applications;
- Attends various meetings, training sessions and continuing education courses as required to maintain all applicable certifications and State of Florida CEU requirements within the department; retains certification through mandatory continuing education programs.
- Participates in emergency Hurricane and Natural Disaster Response efforts and requirements as directed.
- Performs Business Tax field inspections for new business.
- Data entry of inspection results.

- Performs other duties as directed.

QUALIFICATIONS

Education and Experience:

- High school diploma or equivalent~~Have graduated from a standard high school or vocational school or possess a G.E.D. certificate from a recognized issuing agency~~. Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field may substitute on a year-for-year basis for one year of the required experience or education. ~~Qualifying work experience may be substituted for the High School or equivalent education requirement on a year-for-year basis~~
- Possess or be able to obtain a valid State of Florida driver's license ~~within 30 days~~by the date of hire.
- Certified as required by the State of Florida, Building Code Administrators and Inspectors Board (BCAIB) as a Standard (Building/Structural) Inspector OR be a Florida Registered Architect or Florida Licensed Professional Engineer (PE). (Required certifications and license must be kept current to continue employment in this class).
- Engineers are exempt from BCAIB certification.
- Certification by the Broward County's Board of Rules and Appeals (BORA) by meeting one of the following (An applicant for Certification as a Structural Inspector under the provisions of this section who is a graduate from an accredited school holding a Bachelor or Associate of Science Degree in Engineering, Architecture or Building Construction may be credited for two (2) years for Bachelor Degree or one (1) year for an Associate Degree towards the combined experience requirements (An applicant for certification as Structural Inspector under the provisions of this section may only substitute the required two-year HVHZ experience with two years of statewide experience by passing the BORA HVHZ exam):
    - Florida Registered Architect or a Florida Licensed Professional Engineer in the discipline requested PLUS two (2) years of HVHZ experience OR
- BCAIB certified Standard Inspector in the Building/Structural discipline with five (5) years of experience within the State of Florida;~~, of which,~~ two (2) years shall have been within HVHZ. (An individual qualifying through this path shall be required to acquire a General Contractors (GC) license by exam~~,~~ within one (1) year of initial certification as an Inspector) OR
- Licensed GC with at least five (5) years of experience within the State of Florida in the Structural/Building discipline where two (2) years of which were within the HVHZ OR
- Five (5) years of construction experience in the Structural/Building discipline in a supervisory capacity, of which at least two (2) years shall have been within the jurisdiction of HVHZ. An individual qualifying through this path must acquire an Unlimited GC license by exam~~,~~ from the Construction Industry Licensing Board (CILB) OR Broward County Examining Board OR the Miami-Dade Construction Trades Qualifying Board within one (1) year of initial certification as an Inspector OR
- Ten (10) years of construction experience in the Structural/Building discipline, of which at least two (2) years shall have been within the jurisdiction of the HVHZ. An individual qualifying through this path must acquire an Unlimited GC license by exam~~,~~ from either the CILB OR Broward County Examining Board OR the Miami-Dade Construction Trades Qualifying Board within one (1) year of initial certification as an Inspector.
- Inspectors holding a Certificate of Competency in any area of construction shall not use their Certification to engage in free enterprise competing against persons or firms that may do business

within Broward County whose work they may also inspect, nor may they allow their Certificate of Competency to be used by another person or firm.

Knowledge, Skills, and Abilities:

- Knowledge of building construction methods and materials.
- Knowledge of the Florida Building Code, and Broward County Administrative Code.
- Knowledge of the general practices and materials of the building trades.
- Ability to read and interpret construction plans and blueprints.
- Ability to maintain effective working relationships with contractors, employees, and the general public.
- Ability to compile inspection data and make reports relating to code enforcement activities.
- Possess or be able to obtain a valid State of Florida driver's license within 30 days of hire.

PHYSICAL/MENTAL DEMANDS

Tasks involve the ability to exert moderate physical effort, requiring considerable mobility inwhen moving from one location to another in performance ofto perform essential tasks. -Position involves various other intermittent physical activities that include, but may not necessarily be limited to, climbing, crawling, stooping, kneeling, and bending. -Work may involve some lifting, carrying, pushing, and pulling of objects and materials of light to moderate weight (10 – 40 pounds).

WORKING CONDITIONS

Work is performed indoors and outdoors in all types of weather.

CITY OF Cooper City
Someplace Special

CITY COMMISSION STAFF REPORT

DEPARTMENT: Commission

DATE: April 9, 2024

SUBJECT: Discussion and possible action to direct the City Manager to send a letter to the Broward County Administrator and CC all County Commissioners encouraging them to place left turn signals at the North/South lights on Stirling Road and SW 106 Ave/Embassy Drive North. – **Commissioner Katzman**

RECOMMENDATION:
Commissioner Katzman requests a discussion and possible action to direct the City Manager to send a letter to the Broward County Administrator and CC all County Commissioners encouraging them to place left turn signals at the North/South lights on Stirling Road and SW 106 Ave/Embassy Drive North.

BACKGROUND OF ITEM:
Commuters heading northbound and southbound on SW 106 Ave/Embassy Drive North at the intersection of Stirling Road have low visibility due to cars blocking the line of sight in the left turn lanes. This often leads to confusion and traffic incidents. The short light cycle leads many drivers to hurry and turn or speed up if going straight.

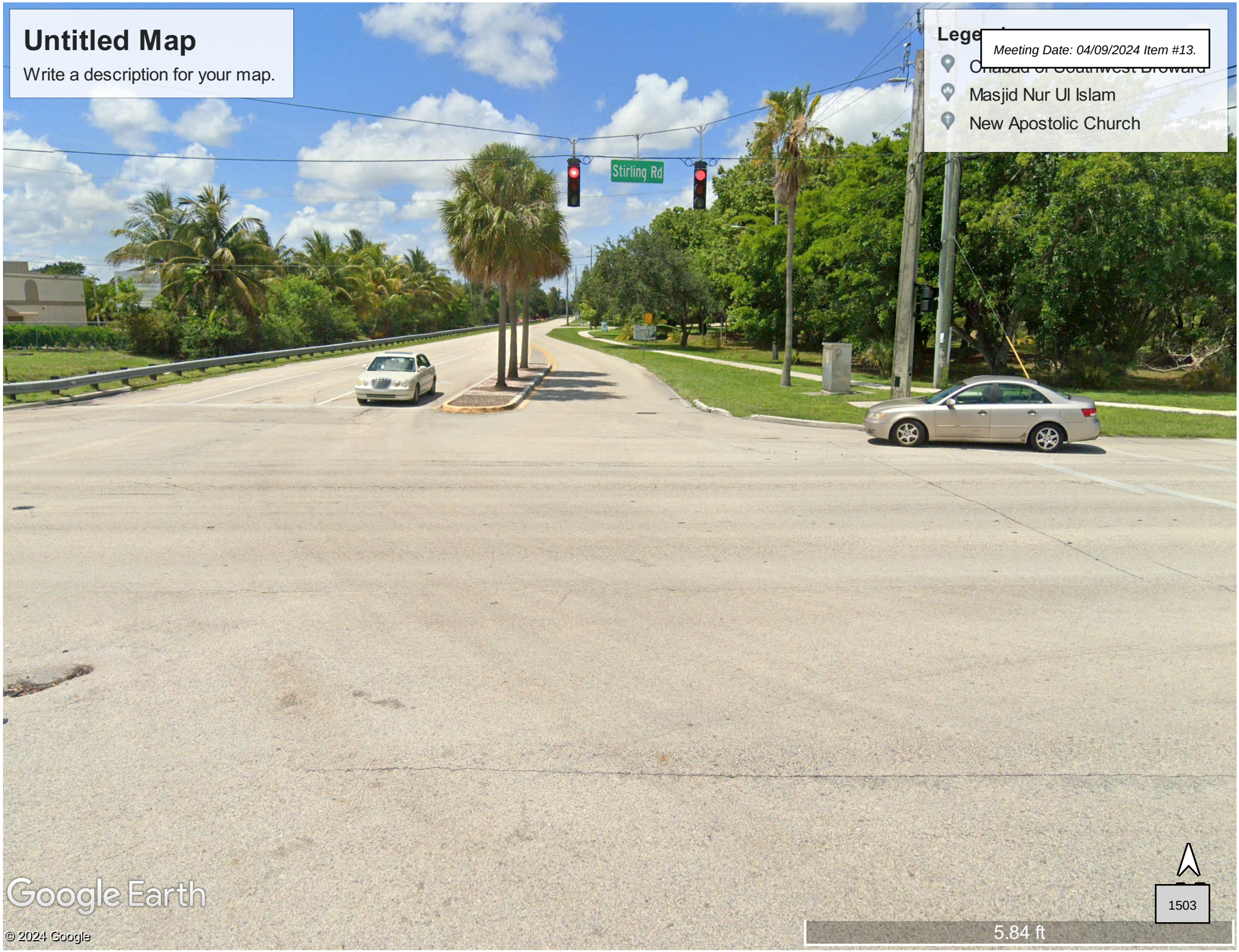
ATTACHMENTS:
1. Google Maps Photo

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to City Attorney	03/27/24 11:59 AM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to City Manager	03/29/24 09:14 AM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to City Clerk	03/29/24 03:35 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	04/01/24 12:15 PM
Allen, Tedra	END WORKFLOW - APPROVED		04/01/24 12:28 PM

Untitled Map

Write a description for your map.



Stirling Rd

STIRLING RD

CITY COMMISSION
STAFF REPORT

DEPARTMENT: Public Works

DATE: April 9, 2024

SUBJECT: Motion to Approve the Execution of The Corradino Group, Inc. Task Work Order for a Traffic Operational Analysis and the Preparation of Plans and Permitting for Construction of a Roundabout at the Hiatus Road and NE Lake Boulevard Intersection in the amount of $149,750.00 - The Corradino Group, Inc. - **Public Works**

CITY MANAGER RECOMMENDATION:

The City Manager recommends the Commission approve the execution of The Corradino Group, Inc. Task Work Order for a Traffic Operational Analysis and the Preparation of Plans and Permitting for Construction of a Roundabout at the Hiatus Road and NE Lake Boulevard Intersection with The Corradino Group, Inc. to be used by Public Works.

BACKGROUND OF ITEM:

On May 9, 2016, a traffic study was conducted by Calvin, Giordano and Associates, Inc., which indicated the need to reduce excessive speeds and address right-angle crashes at the Hiatus Road and NE Lake Blvd intersection. Summary of the findings:

1. The intersection did not meet MUTCD traffic signal vehicular warrants 1A or 1B for a new traffic signal based on traffic data collected on 04/05/2016.
2. The 85th percentile speed along Hiatus Road between Sheridan Street and Stirling Road exceeded the posted speed limit of 40 MPH by 7 to 10 miles per hour based on traffic data collected on 04/05/2016.
3. Nine documented crashes occurred during the most recent three-year review period (2013-2016), with 8 being right-angle crashes.

On January 24, 2024, The Corradino Group, Inc., presented a Task Work Order with the lump sum budget of $134,250.00 for basic services, with an additional hourly not-to-exceed fee of $3,500.00 and $12,000.00 for optional Landscape Architecture Design Services. The scope of services includes traffic analysis (data collection, traffic operational analysis/technical memorandum, and project management) and design services (existing conditions-topographic survey, sketch of descriptions for Right-of-Way acquisition, subsurface utility engineering-utility design services, geotechnical engineering, roadway, pavement marking and signage design, permitting services, tree disposition services, with optional landscape architecture services).

ANALYSIS:
Due to excessive speeds and the frequency of right-angle crashes, the 2016 study recommended evaluating measures to reduce the 85th percentile speed along Hiatus Road. To address this issue, The Corradino Group, Inc., will undertake the following scope of work:

- Prepare a traffic operational analysis of the intersection of Hiatus Road and NE Lake Boulevard.
- Submit the traffic operational analysis to Broward County Traffic Engineering for review and approval.
- Provide engineering design and permitting services for the installation of a new roundabout at the Hiatus Road and NE Lake Blvd intersection.
  The design plans will be based on the conceptual design concept prepared by The Corradino Group, Inc. dated September 14, 2022. The Corradino Group, Inc. aims to complete the traffic operational analysis within 90 days from the issuance of a Notice to Proceed and the design and permitting of the roundabout at Hiatus Road and NE Lake Boulevard within 12 months after approval of the roundabout by Broward County Traffic Engineering Division and securing the proper Right-of-way.

STRATEGIC PLAN:
This item supports the 2022-2027 Commission Strategic Plan, specifically advancing:

Priority 2, Proactive Public Safety - Provide proactive public safety through a commitment to professional services and innovative processes so the quality of life and well-being of residents is continually improved:

- **Objective 5:** Conduct and complete a city-wide traffic calming study to reduce traffic speeds and congestion in and around school zones.
- **Performance Measures 1:** Reduced traffic fatalities, traffic injuries, and property damage.
- **Performance Measures 2:** Traffic complaints by residents and commuters are reduced by 50%
- **Performance Measures 3:** City-wide installation of traffic calming devices in areas warranted by appropriate studies

Priority 4, Citywide Revitalization Priority - Maintain and improve the City's infrastructure and appearance to support and ensure a sustainable and beautiful environment:

- **Objective 7:** Create a mobility plan that includes streets, paths, trails, greenways, sidewalks, and street calming.

PROCUREMENT:
The Corradino Group, Inc. is one of the three (3) consultants selected through the City's RFQ 2020-1-UTL and approved by the City Commission on June 8, 2021, after meeting the requirements of Florida Statute (FS) 287.055, commonly known as the Consultants' Competitive Negotiation Act (CCNA). Pursuant to FS 287.055(2)(g), a consultant selected through the CCNA

process, can be awarded a "continuing contract" for professional services where each individual study in an amount not to exceed $500,000 without any additional competition.

FISCAL IMPACT:

The project is scheduled to span fiscal years 2024 to 2026, divided into two phases. The combined estimated project cost totals $990,000.00. Phase I comprises of The Corradino Group, Inc.'s Task Work Order for a Traffic Operational Analysis and Preparation of Plans and Permitting for Construction of a Roundabout at the Hiatus Road and NE Lake Boulevard intersection as delineated as follows:

Phase I (FY24): Utilizes State-Funded Grant dollars through Florida Department of Transportation. The estimated project cost is $520,000.00, with Cooper City's maximum participation set at $150,000.00 for design costs and the Florida Department of Transportation's maximum participation at $370,000.00 for partial construction costs.

The City Commission approved and funded $515,000.00 in the 300-317-563330-539-24017 line for FY24.

General Ledger Acct. Number	Budgeted Amount	Requested Amount	Remaining Amount
300-317-563330-539-24017	$515,000.00 (Design and Partial Construction)	$149,750.00 (Design)	$365,250.00 (Design and Partial Construction)

ATTACHMENTS:

1. Exhibit 1 - The Corradino Group, Inc. - Task Work Order Proposal
2. Exhibit 2 - Cooper City Hiatus Road and NE Lake Blvd Roundabout Design Fee Breakdown
3. Exhibit 3 - The Corradino Group, Inc. - Conceptual Traffic Calming Exhibit for Roundabout at Hiatus Road and NE Lake Boulevard and AutoTURN Design Vehicle Maneuverability Tracking Exhibits dated 09/14/2022
4. Exhibit 4 - Calvin, Giordano and Associates, Inc. – Hiatus Rd & NE Lake Blvd Traffic Study Dated 5/9/2016

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	Route to Purchasing	03/27/24 11:59 AM
Dodgen, Brandon	Assigned to Purchasing	COMPLETE: Forward to City Clerk	03/27/24 02:00 PM
Allen, Tedra	Assigned to City Clerk	Route to Budget	03/28/24 01:45 PM
Nadeau, Mike	Assigned to Budget	COMPLETE: Forward to City Clerk	03/28/24 02:14 PM
	The fiscal impact section of this staff report is correct.		
Allen, Tedra	Assigned to City Clerk	Route to Attorney	03/28/24 04:00 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to City Manager	03/29/24 08:26 AM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to City Clerk	03/29/24 03:36 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	04/01/24 05:06 PM
Allen, Tedra	END WORKFLOW - APPROVED		04/02/24 10:07 AM

THE CORRADINO GROUP, INC.

CORRADINO

ENGINEERS · PLANNERS · PROGRAM MANAGERS · ENVIRONMENTAL SCIENTISTS

Sent via Email to tfleming@coopercity.gov

January 24, 2024

Tim Fleming
Acting Public Works Director
City of Cooper City
9070 SW 51st Street
Cooper City, FL 33328

Dear Mr. Fleming:

It is our understanding that the City of Cooper City has requested a task work order proposal from The Corradino Group, Inc. for the completion of a traffic operational analysis and preparation of design plans and permitting for the construction of a roundabout at the Hiatus Road and NE Lake Boulevard intersection in the City of Cooper City.

The Corradino Group appreciates this opportunity to submit this task work order proposal to the City of Cooper City. We look forward to providing the best Consultant Services possible to the City of Cooper City. These services will be provided per the existing Professional Civil Engineering Continuing Services Agreement dated 06/08/2021.

Sincerely,

Joseph M. Corradino, AICP
President
The Corradino Group, Inc.

4055 NW 97th AVE. • MIAMI, FL 33178
TEL: 305.5
FAX: 305.5
WWW.CORRADINO.COM

CONSULTING SERVICE AUTHORIZATION

Statement of Work (SOW)

CITY P.O. NO._____ CITY EXPENSE CODE_____

TITLE: Hiatus Road and NE Lake Blvd Roundabout Improvements

I. PROJECT DESCRIPTION:

A traffic study was completed for the City at the intersection of Hiatus Rd. and NE Lake Blvd. in May 2016; the results of the traffic study indicated that:

- the subject intersection did not meet MUTCD traffic signal vehicular warrants 1A or 1B for a new traffic signal.
- the 85th percentile speed from 2016 traffic counts along Hiatus Road between Sheridan Street and Stirling Road was between 7 to 10 miles per hour over the posted speed limit of 40 MPH
- there were nine (9) documented crashes for the most recent three-year review period and 8 out of the 9 crashes were right-angle crashes.

Due to the excessive speeds observed along Hiatus Road and the number of right-angle crashes, the 2016 study recommended that the city evaluate ways to reduce the 85th percentile speed along Hiatus Road.

The Consultant will prepare a traffic operational analysis along with engineering design and permitting services for the installation of a new roundabout at the Hiatus Road and NE Lake Blvd intersection. The design plans will be based on the conceptual design concept prepared by The Corradino Group, Inc. dated 09/14/2022 (**See Exhibit One**). The Corradino Group, Inc. along with its subconsultants will provide these services as outlined in the below detailed scope of services.

II. SCOPE OF SERVICES:

TASK 1. Traffic Analysis

1a) Data Collection

Manual turning movement counts will be collected during the morning (6:00 to 9:00 AM) and afternoon (4:00 to 7:00 PM) peak hours at the intersection of Hiatus Road and NE Lake Blvd. during a normal weekday while school is in session.

Lump Sum fee of $ 800.00

1b) Traffic Operational Analysis/Technical Memorandum

The consultant will complete a traffic operational analysis for the existing two-way stop-controlled operations at the subject intersection along with the proposed single lane roundabout based on assumed buildout year (2028) and future traffic conditions (2045) for AM and PM peak hours utilizing Synchro software. The memorandum will include a review of the most recent five-years of documented crashes for the subject intersection based on information available in Signal Four Analytics.

The traffic study memorandum will be submitted to Broward County Traffic Engineering Division (BCTED) for review and approval. This TASK includes up to one revision of the traffic study memorandum based on one set of comprehensive comments received from the City and BCTED.

Lump Sum fee of $ 14,448.00

1c) Project Management

Consultant will provide overall project and client management services during each identified phases of the project. This includes project coordination meetings, project status client meetings, management of subconsultants and project deliverables. This phase includes attendance to up to 2 public meetings. Any additional meetings will require an additional service agreement for the City's review and approval.

Lump Sum fee of $ 12,240.00

TASK 2. Design Services

2a) Existing Conditions- Topographic Survey

Our subconsultant MILLER LEGG shall be responsible for the preparation of a Topographic Survey of the corridor limits which is on Hiatus Road north and south of NE Lake Boulevard and on NE Lake Boulevard east and west of Hiatus Road. Survey shall show above-ground improvements: including evidence of utilities, sanitary and storm sewer structure rims, elevations, and traffic signs. Topographic elevations will be measured at 50-foot intervals within road rights-of-way. Survey will depict lot lines, abbreviated legal descriptions (Lot, Block, Plat Book and Page) and the existing easements per plat of record. Any other easements by instrument will be plotted on the survey if provided to this surveyor.

The surveying services will include the following:

a. Survey shall show the platted Right of Way lines and the pertinent parcel boundary lines
b. Above ground improvements such as buildings, roadways, pavement, sidewalks, traffic striping, walls, fences, surface utilities.
c. Elevations shall be shown relative to NAVD 1988 datum.
d. Survey shall be referenced to the Florida State Plane Coordinate System (NAD83/11).
e. Elevations shall be shown at an interval of approximately 50 feet, including intermediate changes in grade.

f. Location of underground utilities is based on site observation only. Consultant cannot guarantee that all utilities will be located.
g. The survey deliverables will consist of the following:
    i. Six certified hard copies of the Topographic Survey Map and Report.
    ii. Electronic files of same.

Lump Sum fee of $ 8,000.00

2b) Sketch of Descriptions for R/W Acquisition

Review the Ownership and Encumbrance report for each parcel. Prepare a Sketch and Description for Right-of-Way acquisitions of the NE quadrant and NE Lakes Drive area, (Embassy Lakes Master Association) and two Sketch and Description for the SW quadrant area of the roundabout (addresses 3713 & 3715 Starboard Ave.) as shown on attached **EXHIBT ONE.** The boundaries of the desired Right-of-Way acquisition will be determined by the design engineer.

Lump Sum fee of $ 6,000.00

2c) Subsurface Utility Engineering (SUE)- Utility Designation Services

Our subconsultant, MILLER LEGG shall provide utility designation and mapping services along Hiatus Road right-of-way to clear area of the proposed roundabout improvements. APWA standards are used for marking. A subsurface ground penetrating radar (GPR) unit will be used in addition to electromagnetic induction (EM) to perform/verify horizontal locations of any detectable utility. A GPR unit can assist in identifying nonmetallic utilities and other structures that are unidentifiable using traditional electromagnetic techniques. Factors such as soil moisture clay content, and variations in the dielectric constants of materials control the effectiveness of the GPR method. Additionally, passive VLF signals can be detected on other metallic utilities that are typically long in length are well grounded electrically.

Designating underground utilities is not an exact science. Therefore, Consultant expresses no guarantees that using one or any of the available technologies for identifying utilities/structures will identify all utilities/structures and/or meet the objective of each individual Project. Client understands that limitations within the available technology, the complexity of site conditions and circumstances beyond the control of Consultant may limit the performance/results of Consultant's services.

The services provided by Consultant shall be performed in accordance with generally accepted professional practices as related to the nature of services performed. Consultant cannot guarantee that all utilities within any given survey area will be identified due to inherent limitations within technology and existing site conditions. Utility location is being provided to prevent or reduce the likelihood of damage during excavation and/or provide design information. Consultant shall collect designated utility markings in the field and plot them on the topographic survey map.

Not to exceed fee of $ 3,500.00

2d) Geotechnical Engineering

Our subconsultant GEOSOL, Inc. shall be responsible for providing Field Exploration and Laboratory Testing Programs and Geotechnical Engineering Evaluation and Reporting services for the Hiatus Road and NE Lake Blvd Roundabout Improvements.

a. Field Exploration and Laboratory Testing Program
   - Perform site reconnaissance, locate and coordinate for existing utilities that may interfere with the drilling operations.
   - Collect a total of two (2) pavement cores from the existing roadway to determine the pavement thickness and composition along the project alignment.
   - Perform a total of three (3) SPT borings to depths of 15 feet below grades at the site of the proposed above-referenced improvements.
   - Perform two (2) borehole percolation testing at depths of 15 feet below existing grades for use in drainage evaluations and design. The testing will be performed in accordance with the South Florida Water Management District's Usual Open-Hole testing procedures.
   - Backfill the boreholes using cement grout mix.
   - Visually examine all recovered soil/rock samples and asphalt pavement specimen in the laboratory. A geotechnical engineer will examine all recovered soil and rock samples. The laboratory testing will include natural moisture content, grain-size analysis, percent passing #200 sieve, and organic content determination. The tests will be conducted in accordance with applicable ASTM and FDOT standards.

b. Geotechnical Engineering Evaluation and Reporting
   Using the results of the field exploration, we will assess the geotechnical engineering impact of the subsurface conditions on the planned roundabout construction and provide recommendations for drainage design and related construction. A geotechnical engineering report of our findings and recommendations will be prepared and submitted at the conclusion of the study. The report will be prepared, signed and sealed by a professional engineer registered in the State of Florida. The report will specifically contain the following information:
   - A plan of the site showing the location of the test location.
   - A brief review of our test procedures and the results of the testing conducted.
   - Estimated subsurface profiles as necessary to illustrate subsurface conditions including standard penetration resistance test data and groundwater levels.
   - A review of surface features and site conditions that could affect construction and site preparation.
   - General evaluation of the site considering the proposed project and estimated subsurface conditions.
   - Recommendations for site preparation and construction of compacted fills or backfills.
   - Results of laboratory testing.

- Hydraulic conductivity (k) values derived based on results of percolation testing.
- Anticipation of groundwater levels and methods for handling it during construction.
- Construction considerations.
- Four (4) copies signed and sealed geotechnical-engineering reports.

Lump Sum fee of $ 9,927.00

2e) Roadway, Pavement Marking and Signage Design and Permitting Services

The Corradino Group will provide roadway design services including pavement marking and signage plans for the installation of a roundabout at the Hiatus Road and NE Lake Blvd intersection. The design plans will be limited to 500 LF north of the intersection, 500 LF south of the intersection, 300 LF west of the intersection and approximately 150 LF to the east or up to the existing Guardhouse location (as depicted in the Conceptual Design Plans dated 09/14/2022.

The Roadway, Pavement Marking and Signage Design and Permitting Services shall include the following design elements:

a. Prepare roadway and signing and pavement marking plan sheets for the proposed roundabout improvements per Broward County standards.
b. Modify existing drainage system to accommodate proposed roundabout improvements. Drainage Permitting will be limited to SFWMD and Central Broward Water Control District.
c. Prepare Traffic Control Plan notes and typical sections for the proposed roundabout improvements.
d. Modify Cooper City Master Set of Specifications for the proposed roundabout improvements.
e. Design Plans will be prepared for one initial 60% Design Phase submittal for City of Cooper City and Key Government Agency Stakeholder Review. One Field Review will be completed to review the project corridor prior to commencing with the 60% Design Phase.
f. Design Plans will be prepared for one subsequent 100% Design Phase submittal addressing one set of comprehensive design review comments of the 60% Design Phase set from the City of Cooper City and Key Government Agency Stakeholders.
g. A Final Set of Design Plans will be prepared for one Signed and Sealed Bid Plan submittal addressing any final revisions per Cooper City of the 100% Design Phase submittal.
h. Attendance at up to five (5) miscellaneous coordination meetings with the City of Cooper City and Key Government Agency Stakeholders including one kickoff meeting.
i. One Opinion of Probable Cost will be prepared based on the approved Final Design Plans.

j. All plans and designs furnished by the Consultant are to be prepared with English Units. The current editions, including updates, at the time this agreement is executed, of the following manuals and guidelines shall be used as resources and reference materials in the performance of the Consultant's work:

i. Florida Greenbook Design Standards, current edition.

ii. Manual of Uniform Minimum Standards for Design, Construction, and Maintenance of Streets and Highways, Florida Department of Transportation (FDOT), current edition.

iii. South Florida Water Management District (SFWMD), Environmental Resource Permit Applicants Handbook, current edition.

iv. AASHTO Roadside Design Guide, current edition.

v. FDOT Roadway Plan Preparation Manual.

vi. FDOT Roadway and Traffic Design Standards, current edition.

vii. FDOT Standard Specifications for Road and Bridge Construction, current edition.

viii. FDOT Basis of Estimates Handbook, current edition.

ix. MUTCD, current edition.

x. FDOT Structures Design Guidelines, current edition.

xi. Americans with Disabilities Act (ADA) Compliance, current edition.

Lump Sum fee of $ 78,800.00

2f) Tree Disposition Services

Our subconsultant Miller Legg shall be responsible for providing tree disposition services for the area included in **Exhibit One** of this proposal.

a. General

- This scope includes assessment of tree resources on the site as regulated by Cooper City.
- Consultant cannot guarantee that Cooper City will accept the initial tree recommendations without additional comments.
- The following scope and fees are based on an estimate of a tree assessment of approximately 80 on site based on the provided site plan.
- Tree inventory will be displayed on an exhibit. Boundary, topographic or specific purpose survey is not included in this scope.
- Landscape Architecture services are included in this scope of services as optional.
- Hardscape, site amenities, signage, electrical for irrigation and lighting designs are not included.
- Landscape Architecture services are only limited to the proposed Project limits shown in Exhibit B. If additional landscape improvements are required beyond the Project limits, they will be provided as an additional service.

- Irrigation design for the Project is optional, there are existing systems on both sides of Hiatus Road and are assumed to be maintained by adjacent communities (Embassy Lakes and Rock Creek). Anticipated system to be pump and well requiring water use permit. In the event potable water is the final water source Client shall provide water service tap and meter.
- All permit submittals and processing will be by Client or Contractor. Consultant shall provide required tree disposition plans and support for permit submittal.
- Book format specifications are not included in this scope. If required, these can be provided as additional services.

b. Information Provided by the Client
   - A letter from the property owner granting access to the site and giving approval for Consultant to perform the services listed below.
   - Future filing and permit application fees, review fees, impact fees will be provided by Client
   - Copies of all relevant data, including correspondence, survey, utility, irrigation, plans, reports, assessments or information in Client's possession which may be beneficial to the work effort performed by Consultant.
   - As-built drawings for the existing irrigation system shall be provided by client.

c. **Tree Inventory:** Utilizing the Client-provided topographic tree survey, Consultant shall prepare a tree inventory showing locations of trees pursuant to Cooper City code. Inventory shall show hardwood and palm trees only: Invasive exotics shall not be located. Trees located will be 2-inch caliper and larger, within the subject property boundary. The tree inventory and evaluation shall reflect the following data to meet the requests of Cooper City: tree species; common and scientific names; dbh (diameter at breast height) for dicot trees; clear trunk, grey wood, or overall heights for palms; canopy spread, and general health/ condition. Location of trees will be recorded using a differential global positioning satellite (dGPS) and displayed on map with aerial.

d. **Tree Disposition Plans -** Utilizing the tree inventory, Consultant shall prepare tree removal/relocation construction documents for the Project. The documents will designate existing trees to be preserved, removed, or relocated as well as new trees necessary for replacement credits, if required. The documents shall include plans, details, tree credit and replacement charts, and notes for the proposed tree preservation, removal, and relocation activities meeting the minimum requirements. 60%, 90%, 100% submittals are included in this Task.

Lump Sum fee of $ 4,000.00

2g) (Optional) Landscape Architecture Services

Due to the uncertainty for the Landscape elements within the center and splitter islands of the roundabout, this task has been added as an optional service should these LA services be needed. Our subconsultant Miller Legg shall be responsible for providing the following Landscape Architecture Design Services

a. Conceptual Landscape Plan (Optional) – Consultant shall prepare a conceptual planting exhibit for Client review. This conceptual plan will include locating trees and shrubs/groundcover masses. One (1) revision iteration is included in this Task.

b. Landscape Plans (Optional) – Consultant shall prepare 60% planting design level construction documents, meeting the requirements for Cooper City. The documents shall include plans, details, quantities, notes and size specifications for the installation of the proposed landscaping. 60%, 90%, 100% submittals are included in this Task.

c. Landscape Plans (Optional) – Consultant shall prepare 60% planting design level construction documents, meeting the requirements for Cooper City. The documents shall include plans, details, quantities, notes and size specifications for the installation of the proposed landscaping. 60%, 90%, 100% submittals are included in this Task.

d. Pump System and Water Use Permit (Optional) – Consultant shall coordinate and develop pump and water source (well or surface water) and associated SFWMD Water Use permit. Electrical is not included in this task and to be provided by Client.

Lump Sum fee of $ 12,000.00

The following are additional basis of scope for this task work order authorization.

- Any additional traffic data collection or analysis outside of the scope listed under TASK 1 will require an additional service agreement.

- Permitting Services are limited to submittal to the City of Cooper City, Broward County Traffic Engineering Division, SFWMD and Central Broward Water Control District. Any additional permitting required will be provided as an additional service as requested by Cooper City.

- Note: This scope of services does not include street lighting, environmental services, structural engineering services, bidding assistance and construction administrative services. These services will be provided as an additional service as requested by the City of Cooper City.

- Note: This scope of services does not include ROW Acquisition services. These services if needed will be provided by the City of Cooper City.

- Note: This scope of services does not include LAP Document Submittal Support services if required by the Florida Department of Transportation. These services can be provided as an additional service as requested by the City of Cooper City.

- Note: The City of Cooper City shall provide digital aerial photographs, irrigation plans, as-built drawings, driveway drawings, sidewalk drawings, tax maps, subdivision plat maps, benchmark and right-of-way information, section corner reports, and utility information that is available related to the Hiatus Road corridor.

- Note: Public Information and Outreach are not included as part of this scope of services and will be provided by the City of Cooper City.

III. BUDGET:

The Corradino Group, Inc. will provide to the City of Cooper City the basic services described in this scope of services for a lump sum budget of **$134,250.00** plus an hourly not to exceed fee of **$3,500.00**, and optional Task 2.g for LA Design Services of **$12,000.00**

IV. ANTICIPATED SCHEDULE:

The Corradino Group, Inc. will complete TASK 1 **within 90 days** from the issuance of a Notice to Proceed by the City of Cooper City and TASK 2 (Design and Permitting) within **12 months** after the proper Right-of-way has been secured. This time of performance is contingent on getting the required information as previously noted.

V. ACCEPTANCE OF PROPOSAL

Hiatus Road and NE Lake Blvd Roundabout Improvements

Approved by:

CITY OF COOPER CITY

Date: _____

By: _____

_____
(Witness)

_____
(Witness)

THE CORRADINO GROUP, INC.

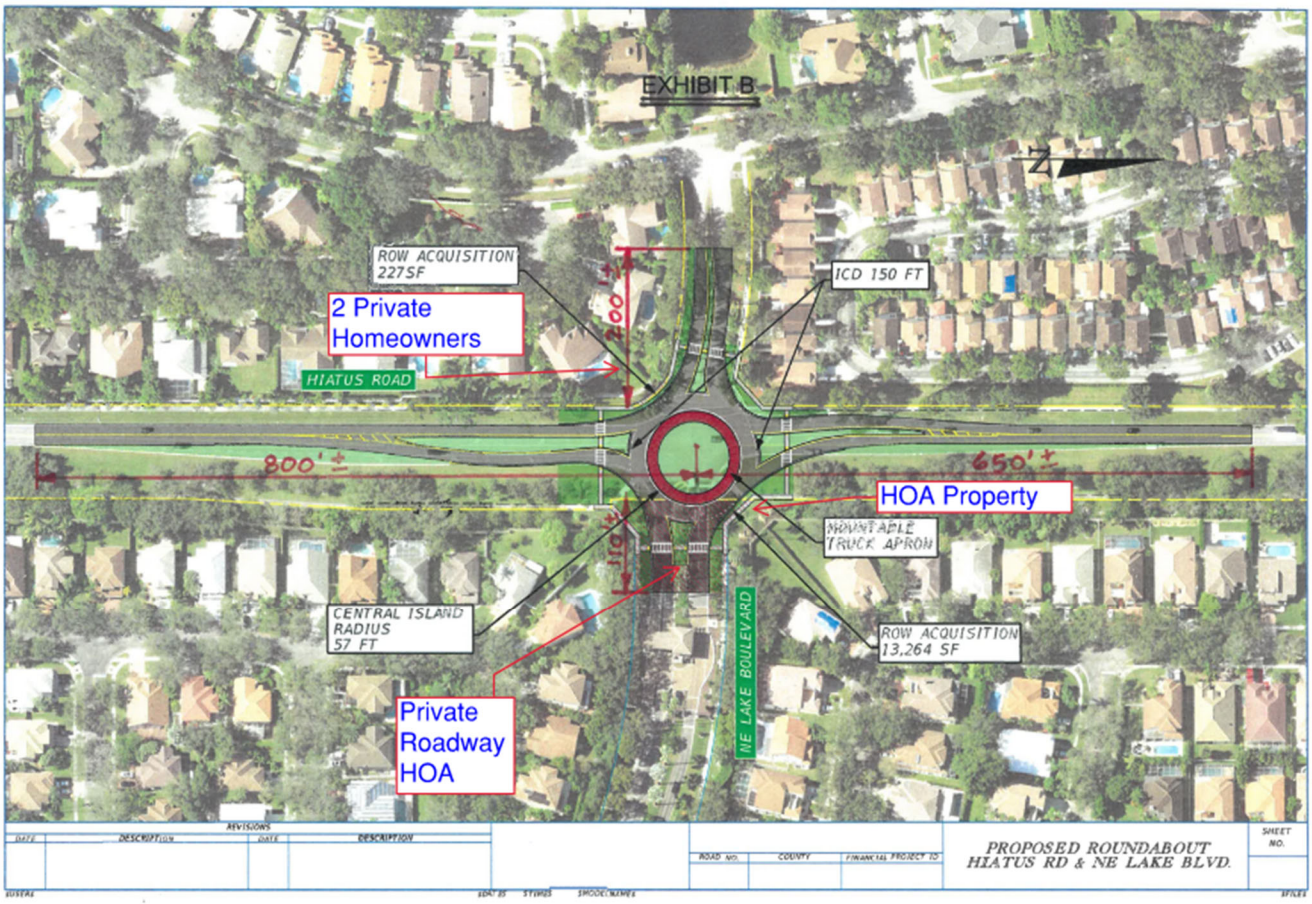
Date: _____

By: _____
Joseph M. Corradino, President

_____
(Witness)

_____
(Witness)

EXHIBIT ONE
CONCEPTUAL DESIGN DRAWING/LIMITS



Cooper City Hiatus Road and NE Lake Blvd Roundabout Design Fee Breakdown

Hiatus Rd & NE Lake Blvd Roundabout Design : The Corradino Group. Consultant Services Staff Hour Summary

Staff-Hours by Classification & Hourly Rate and Lump Sum for Engineering Services

Task	Activity	Project Principal	Senior Project Manager (Traffic)	Project Manager (Traffic)	Senior Engineer (Transportation)	Project Manager (Transportation	Traffic Project Engineer	Engineer	Senior Designer		Sub Consultant	Based Services	Task
		$279.00	$306.00	$200.00	$271.00	$260.00	$175.00	$160.00	$128.00		Lump Sum	LS	Sub-Total
1	***TASK 1 Traffic Analysis***												
1a	Traffic Data Collection & Coordination										1.00	$ 800.00	$800.00
1b	Traffic Operational Analysis		4.00	20.00									$5,224.00
1b	Preparation of Technical Memorandum		4.00	22.00									$5,624.00
1b	Safety Evaluation			8.00									$1,600.00
1b	Permitting with Broward County Traffic for Opearational Analysis			10.00									$2,000.00
1c	Kick-off		1.00	1.00									$506.00
1c	Coordination with Client , Deliveries and Subs		9.00	10.00		4.00			5.00				$6,434.00
1c	Progress Meetings (Internal)		10.00	8.00					5.00				$5,300.00
1c	Progress Meetings (with Client)												
	Subtotal Hours	**0.00**	**28.00**	**79.00**	**0.00**	**4.00**	**0.00**	**0.00**	**10.00**	**0.00**		$800	**$27,488.00**
2	***TASK 2design Services***												
2a	Topographic Survey										1.00	$ 8,000.00	$8,000.00
2b	Sketch Descriptions for ROW Acquisition										1.00	$ 6,000.00	$6,000.00
2c	Subsurface Utility Engineering (SUE) - Not to Exceed										1.00	$ 3,500.00	$3,500.00
2d	Geotechnical Engineering										1.00	$ 9,927.00	$9,927.00
2e	Roadway Design Plans					**22.00**		**100.50**	**200.00**				$47,400.00
2e	Signing & Pavement Marking Plans & Permitting					**22.00**		**80.50**	**100.00**				$31,400.00
2f	Tree Disposition Services										1.00	$ 4,000.00	$4,000.00
2g	**Landscape Architectural Services (OPTIONAL SERVICES)**										1.00	$ 12,000.00	$12,000.00
													$0.00
	Subtotal Hours	**0.00**	**0.00**	**0.00**	**0.00**	**44.00**	**0.00**	**181.00**	**300.00**	**0.00**		$43,427	**$122,227.00**
													$0.00
													$0.00
													$0.00
													$0.00
													$0.00
													$0.00
	Subtotal Hours	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	$ -		**$0.00**
													$0.00
	Subtotal Hours	**0.00**	**0.00**	**0.00**			**0.00**						**$0.00**
													$0.00
													$0.00
													$0.00
													$0.00
													$0.00
	Subtotal Hours	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**		**$0.00**
	Subtotal Hours	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**		**$0.00**
	REIMBURSABLES												
	Reimbursables									$ 35.00			$35.00
													$0.00
													$0.00
													$0.00
		0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	$ -		**$0.00**
	TOTAL HOURS	**0**	**28**	**79**	**0**	**48**	**0**	**181**	**310**	**0**			**646**
	TOTAL AMOUNT	**$0**	**$8,568**	**$15,800**	**$0**	**$12,480**	**$0**	**$28,960**	**$39,680**	**$35**		**$44,227**	**$149,750.00**

1522

THE CORRADINO GROUP, INC.

CORRADINO

ENGINEERS · PLANNERS · PROGRAM MANAGERS · ENVIRONMENTAL SCIENTISTS

date: September 14, 2022

to: Thomas Good, Public Works Director, Cooper City, Florida

from: Eric Czerniejewski, P.E., ENV SP

subject: Broward MAP Technical Memorandum- Proposed Roundabout Hiatus Road and NE Lake Boulevard

MEMORANDUM

Enclosed please find a copy of the following items related to the potential Broward Mobility Advancement Program (MAP) project in Cooper City, Florida.

- Conceptual Traffic Calming Exhibit for Roundabout at Hiatus Road and NE Lake Boulevard
- AutoTURN Design Vehicle Maneuverability Tracking Exhibits

The conceptual design has been prepared based on available aerial imagery and ROW property information from the Broward County Property Appraiser site.

Please note the following based on our initial design evaluation of the potential intersection improvement:

4055 NW 97TH AVENUE · SUITE 200 · MIAMI, FL 33178
TEL 800.887.5551 · 305.5
FAX 305.5
WWW.CORRADINO.COM

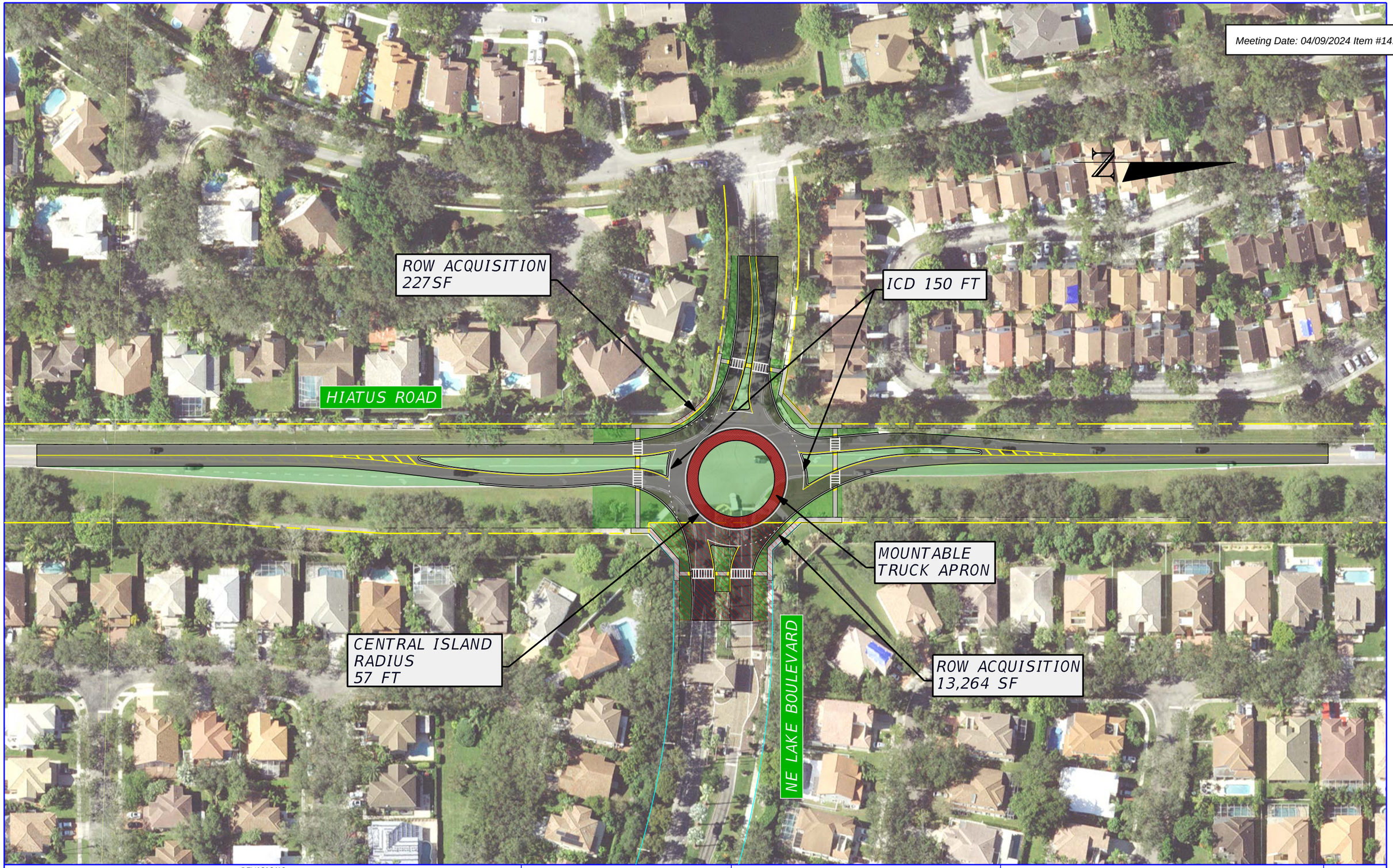
- The Embassy Lakes entrance gate is approximately 150 LF east of Hiatus Road on NE Lake Boulevard. The entrance gate may impact the design transition for the roundabout.

4055 NW 97TH AVENUE · SUITE 200 · MIAMI, FL 33178
TEL 800.887.5551 · 305.5
FAX 305.5
WWW.CORRADINO.COM

- There are a couple locations where there appears to be ROW acquisition necessary. This includes NE Lake Boulevard east of Hiatus Road and the southwest corner of the intersection. Final evaluation would need to be determined during the design plan phase.

Please review and let us know if you have any questions, comments or suggested revisions.

4055 NW 97TH AVENUE · SUITE 200 · MIAMI, FL 33178
TEL 800.887.5551 · 305.5
FAX 305.5
WWW.CORRADINO.COM



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

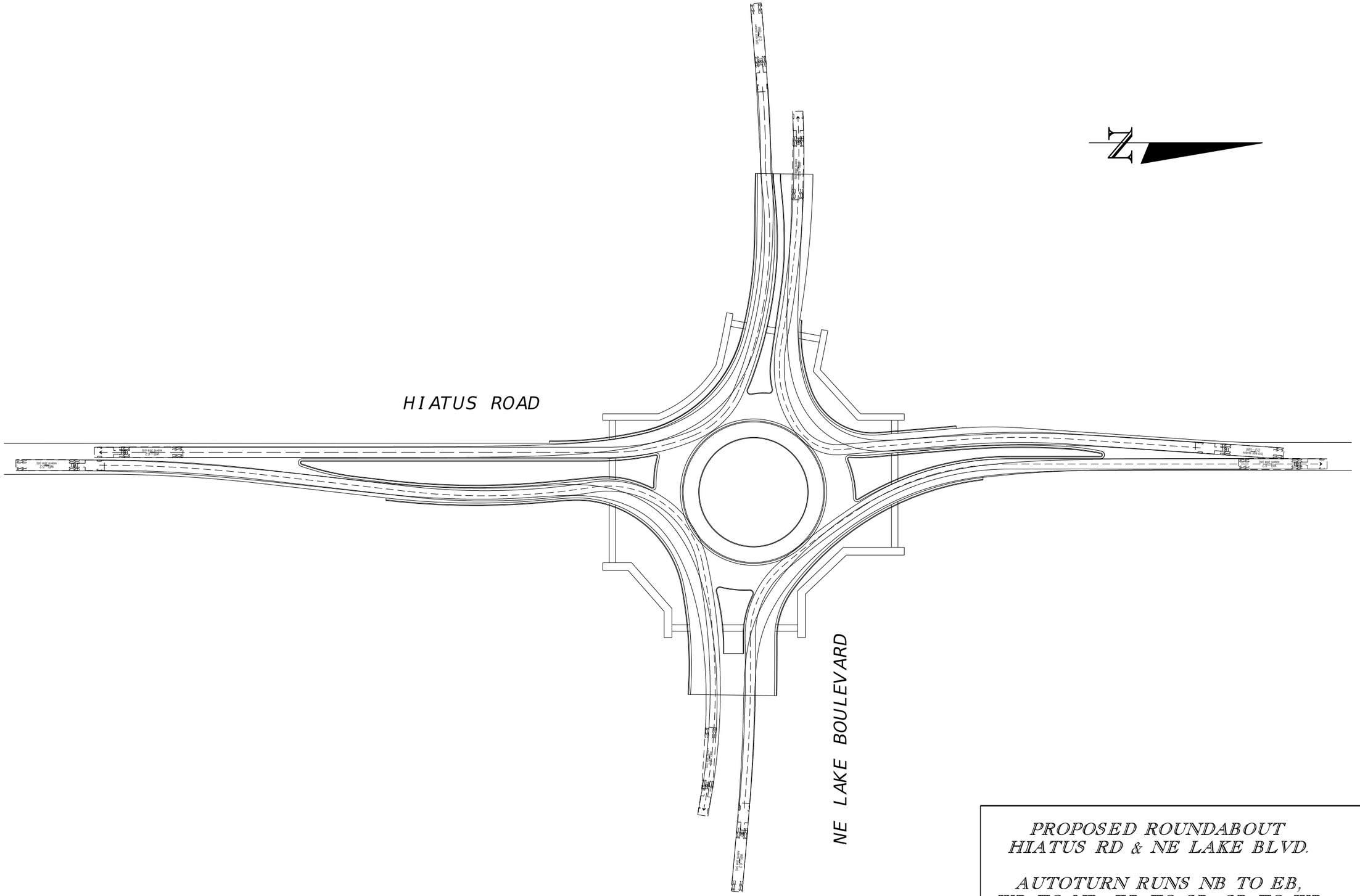
Exhibit 3
Page 4 of 11

ROAD NO.	COUNTY	FINANCIAL PROJECT ID

PROPOSED ROUNDABOUT
HIATUS RD & NE LAKE BLVD.

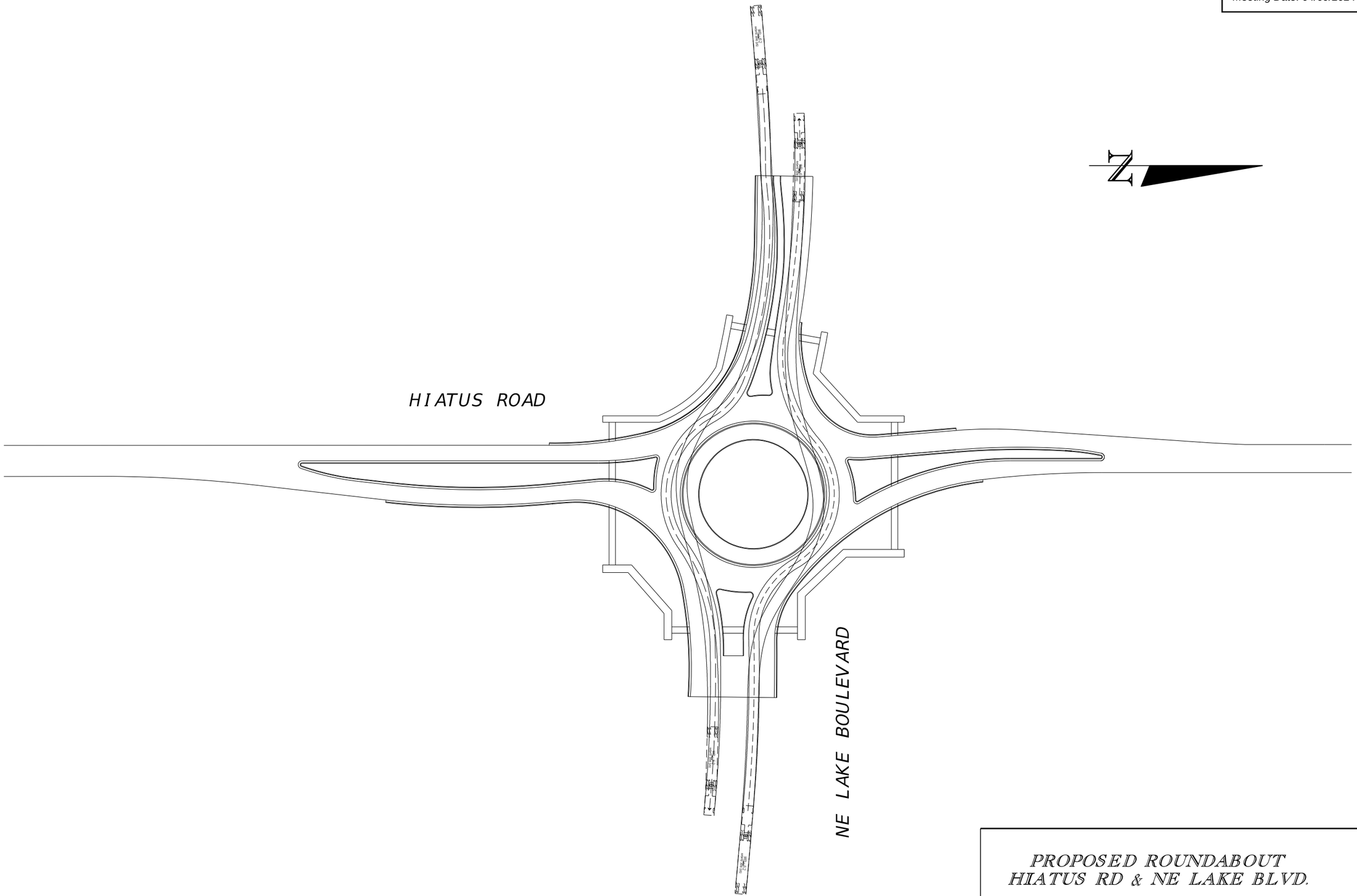
SHEET NO. 1526

$USER$ $DATE$ $TIME$ $MODELNAME$ $FILE$



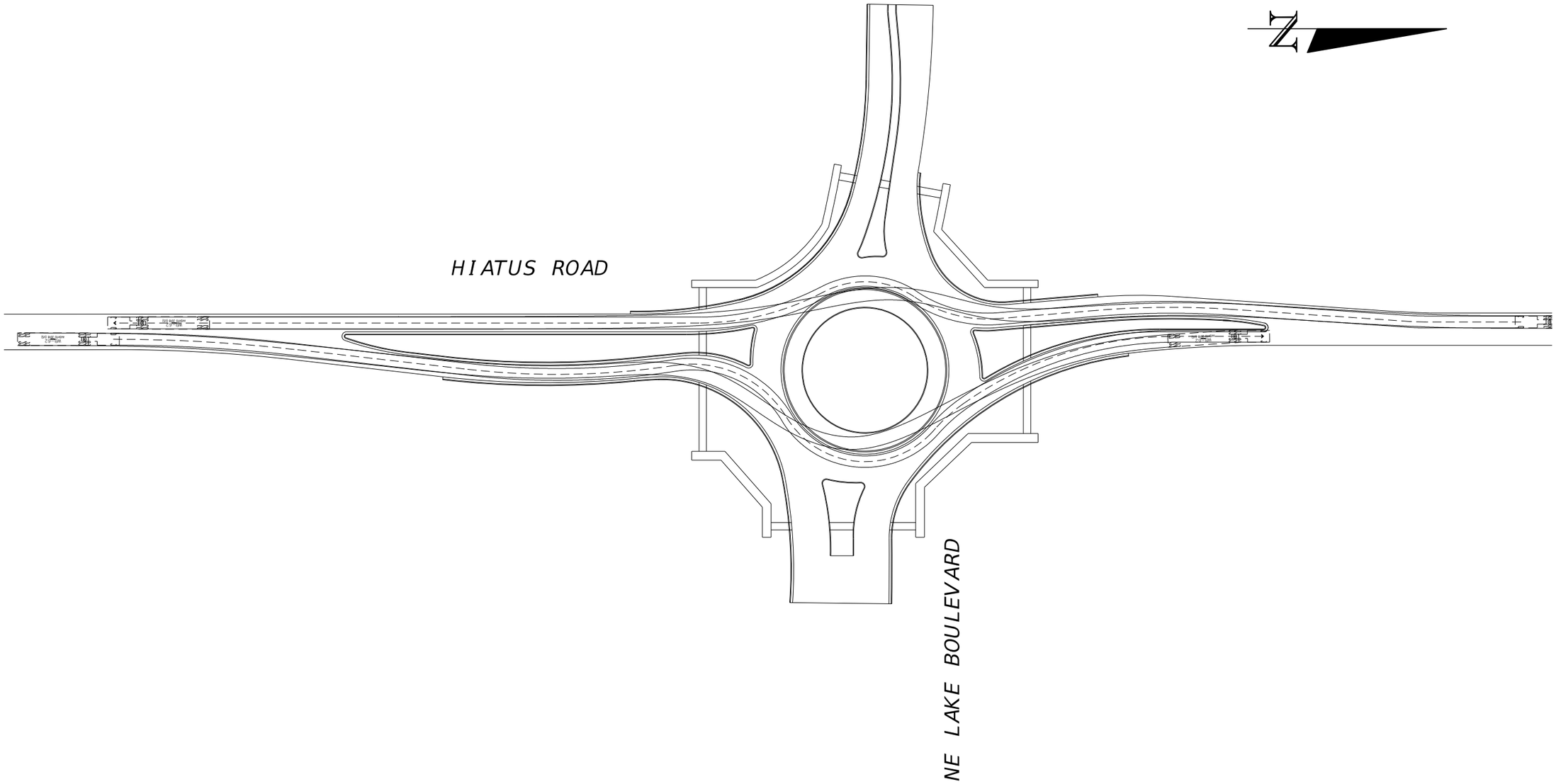
PROPOSED ROUNDABOUT
HIATUS RD & NE LAKE BLVD.

AUTOTURN RUNS NB TO EB,
WB TO NB, EB TO SB, SB TO WB



PROPOSED ROUNDABOUT
HIATUS RD & NE LAKE BLVD.

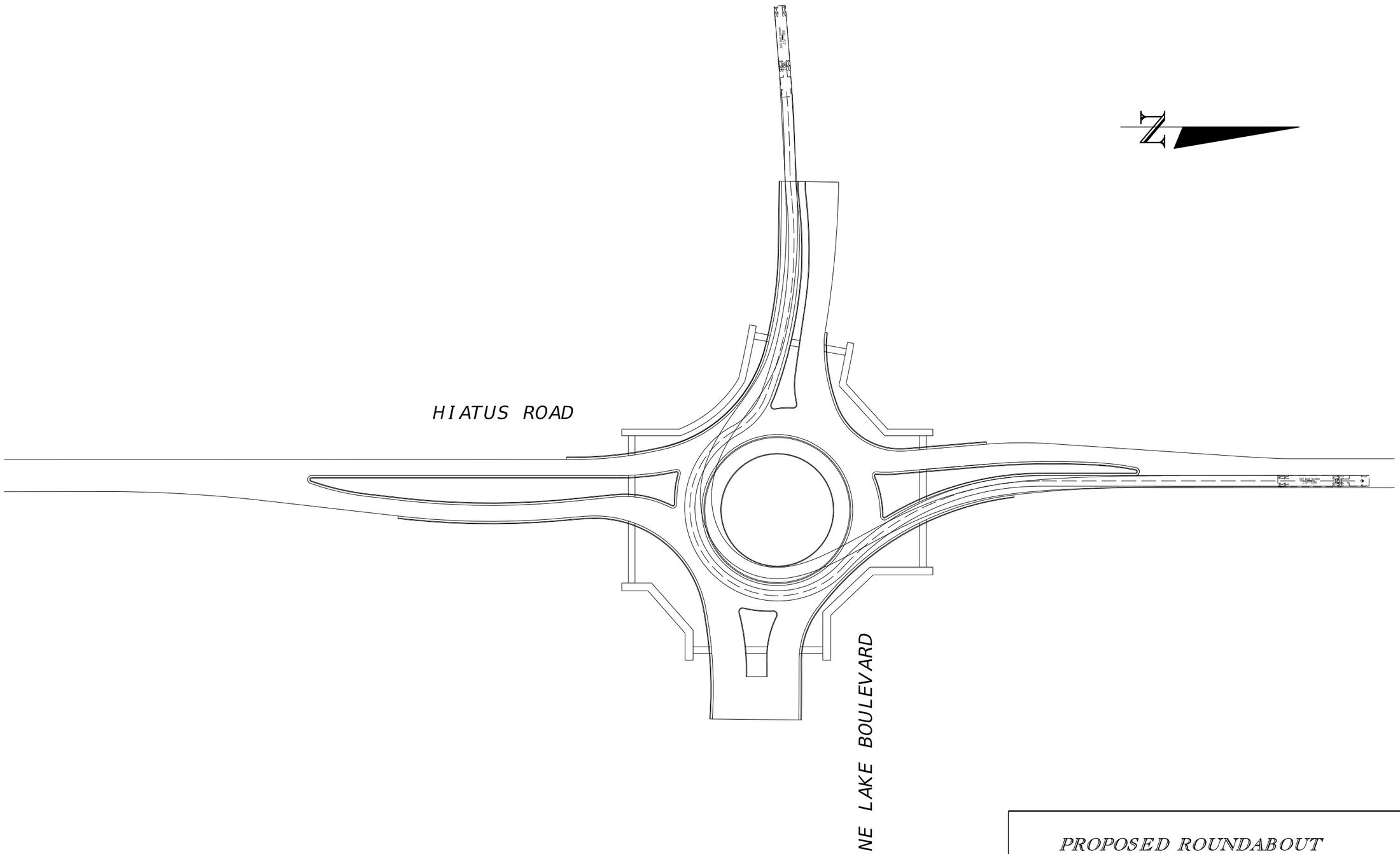
AUTOTURN RUNS EB AND WB



PROPOSED ROUNDABOUT
HIATUS RD & NE LAKE BLVD.

AUTOTURN RUNS NB AND SB

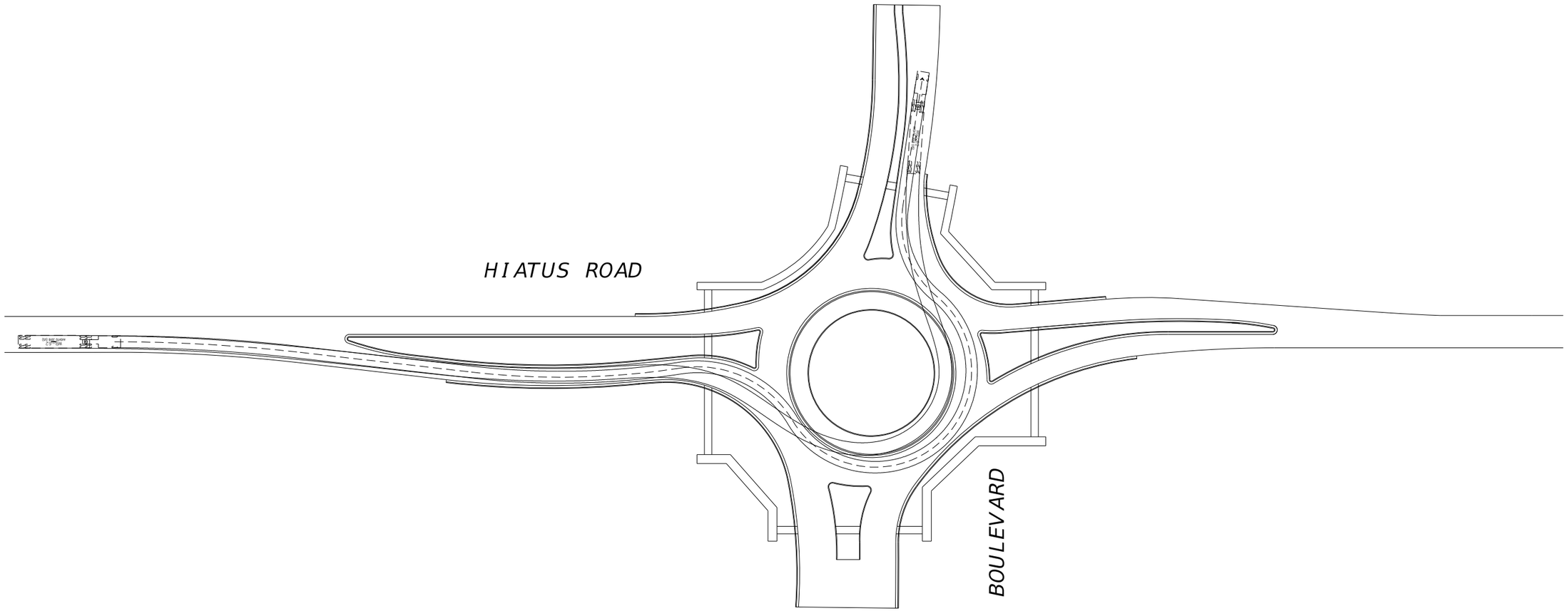
1529



PROPOSED ROUNDABOUT
HIATUS RD & NE LAKE BLVD.

AUTOTURN RUN EB TO NB

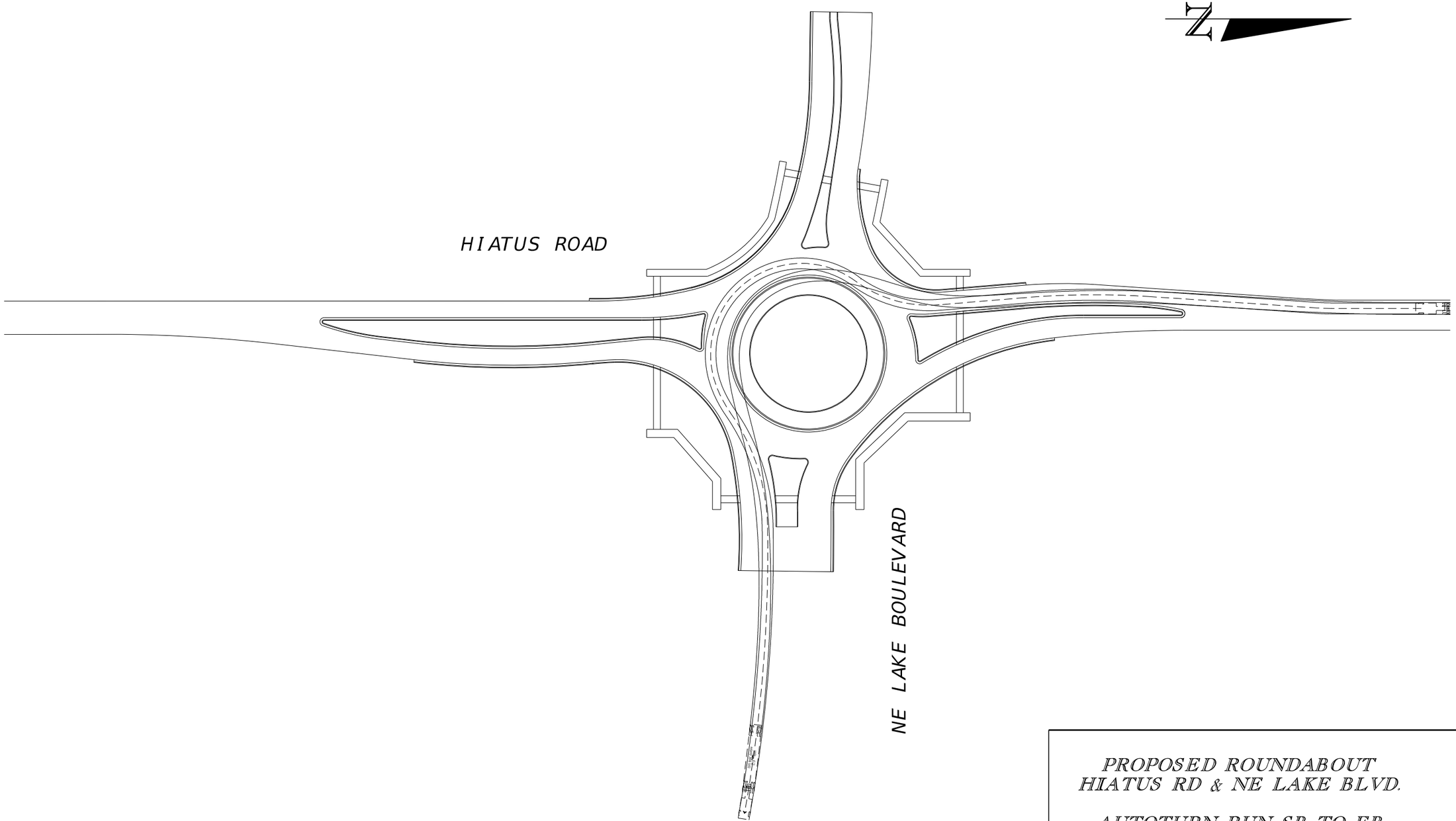
1530



PROPOSED ROUNDABOUT
HIATUS RD & NE LAKE BLVD.

AUTOTURN RUN NB TO WB

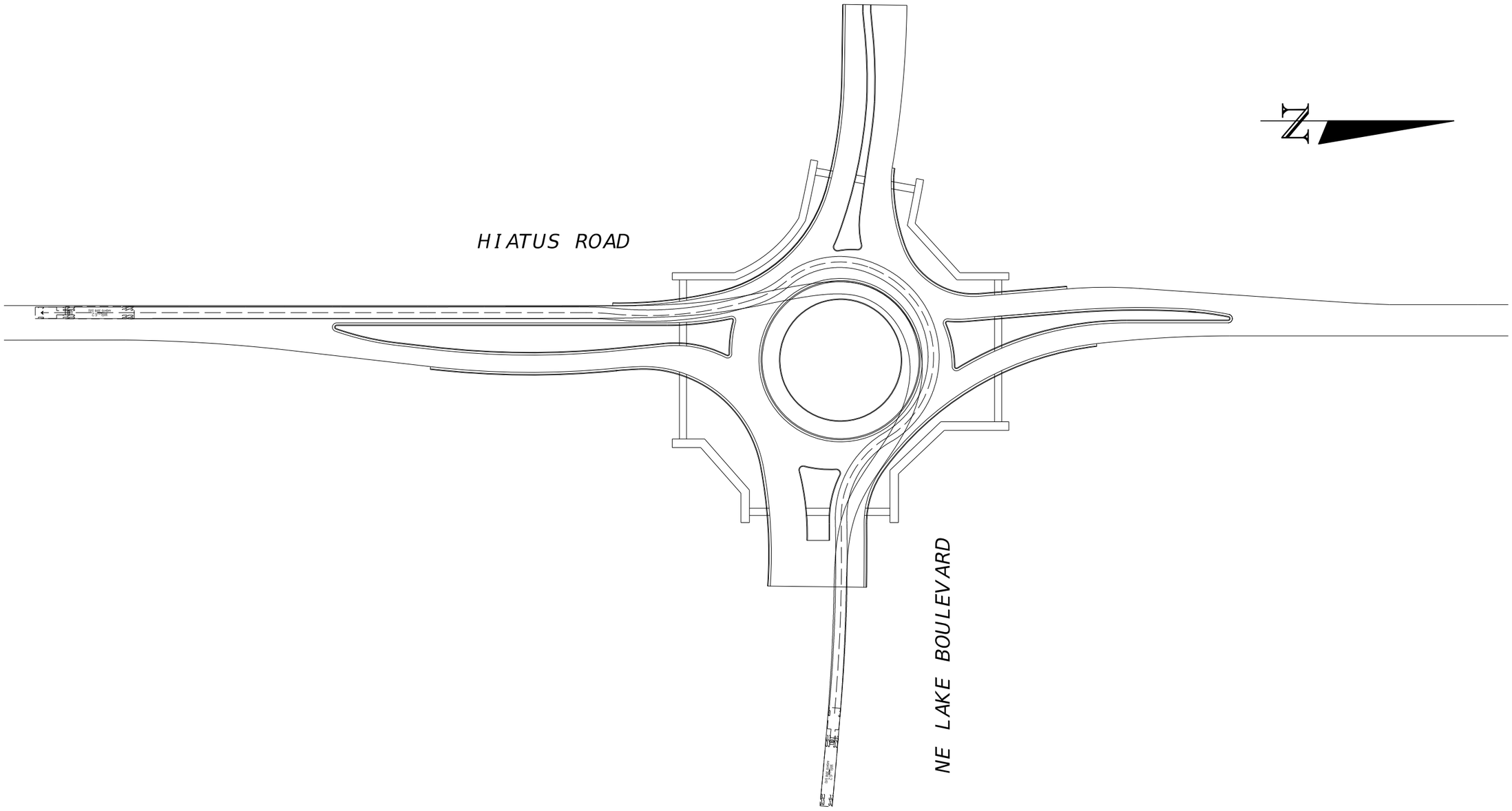
1531



PROPOSED ROUNDABOUT
HIATUS RD & NE LAKE BLVD.

AUTOTURN RUN SB TO EB

1532



PROPOSED ROUNDABOUT
HIATUS RD & NE LAKE BLVD.

AUTOTURN RUN WB TO SB

1533

fleon 09/14/22 10:07:38 Default J:\Cooper City\22134000012\roadway\PLANRDAutoTURN01.dgn

Hiatus Rd & NE Lake Blvd Traffic Study

CGA Project No. 08-2276.58

Prepared for:

COOPER CITY
Someplace Special

By:

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

MAY 2016

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PROFESSIONAL ENGINEER CERTIFICATE

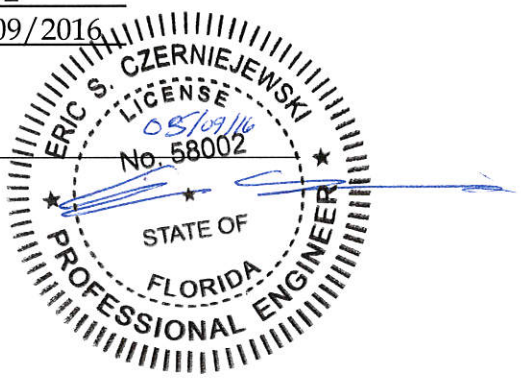
I hereby certify that I am a registered professional engineer in the State of Florida practicing with Calvin, Giordano & Associates, Inc., a corporation authorized to operate as an engineering business, EB 00006500, by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and that I have prepared or approved the evaluation, findings, opinions, conclusions, or technical advice hereby for:

PROJECT: Hiatus Road and NE Lake Boulevard Traffic Study
LOCATION: Cooper City, Florida

I acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of transportation engineering as applied through professional judgment and experience.

NAME: Eric S. Czerniejewski, P.E.
P.E. NO.: 58002
DATE: 05/09/2016

SIGNATURE: _____



1. INTRODUCTION

Calvin, Giordano & Associates, Inc was requested by Cooper City to perform a traffic study for the intersection of Hiatus Road and NE Lake Boulevard. Tasks associated with the traffic study included a safety study included a review of most recent five years of traffic crashes at this intersection, review and traffic volume data and traffic speed data, traffic operational analysis of the intersection based on existing conditions and a review of the MUTCD signal warrants.

2. EXISTING CONDITIONS

The subject intersection of Hiatus Road and NE Lakes Boulevard is located midway between Stirling Road and Sheridan Street in Cooper City, Florida. Hiatus Road is a two lane municipal major collector that runs north south with a posted speed of 40 MPH for this segment. This road facility expands with dedicated turn lanes at the intersections with Stirling Road, NE Lake Boulevard and Sheridan Street. Figure 1 shows the detailed location for this traffic study.

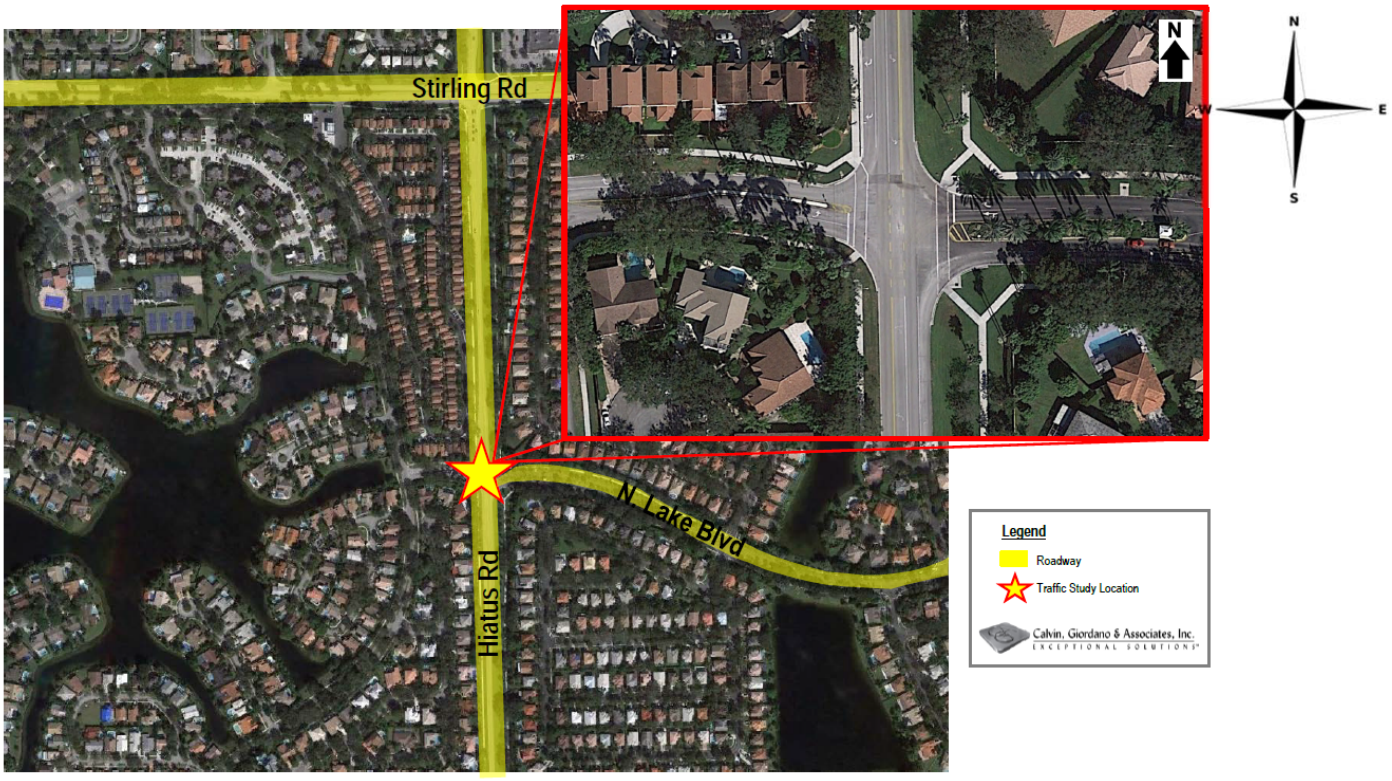


Figure 1: Location Map

The north approach of Hiatus Road at NE Lake Boulevard has one southbound left turn lane, one southbound through lane and one southbound right turn lane. The south

approach of Hiatus Road at NE Lake Boulevard has one northbound left turn lane, one northbound through lane and one northbound right turn lane. The west approach of NE Lake Boulevard at Hiatus Road has one left turn lane and one through right lane. The east approach of NE Lake Boulevard at Hiatus Road has one through left lane and one right turn lane.

Travel lanes on Hiatus Road average 11 feet in width and sidewalk infrastructure is existing on both the east and west sides of the road. There is a swale area on both sides of Hiatus Road between the edge of pavement and the existing sidewalk infrastructure. NE Lake Boulevard on the east approach leads to the Embassy Lakes development. NE Lake Boulevard on the west approach leads to the Rock Creek development.

3. TRAFFIC DATA COLLECTION

Twenty four hour traffic volume tube counts with speed data were collected along Hiatus Road north and south of NE Lake Boulevard on Tuesday April 5, 2016. Twenty four hour traffic volume tube counts were collected along NE Lake Boulevard east and west of Hiatus Road. Manual Turning Movement Counts for the highest eight hours identified in the ADT traffic volume tube counts were then counted from the traffic data that was collected on April 5, 2016 in order to evaluate the key MUTCD traffic signal warrants accepted by Broward County Traffic Engineering Division. The daily traffic volumes, manual turning movement counts and the speed data including the 85th percentile speeds have been provided in **Appendix A**.

Traffic Volume/Speed Data

The tube count north of NE Lake Boulevard on Hiatus Road yielded a two way twenty four hour ADT volume of 5,906 vehicles. The tube count south of NE Lake Boulevard on Hiatus Road yielded a tow way twenty four hour ADT volume of 6,605 vehicles. The 85th percentile speed on Hiatus Road north of NE Lake Boulevard was identified as 50 MPH which is 10 mph over the current posted speed limit for this road corridor. The 85th percentile speed on Hiatus Road south of NE Lake Boulevard was identified as 47 MPH which is 7 mph over the current posted speed limit for this road corridor. These speeds warrant a minimal to moderate concern, by definition of the Broward County Traffic Management.

4. ACCIDENT HISTORY/CRASH DATA

An accident/crash history was researched for the intersection of Hiatus Road and NE Lake Boulevard for the most recent three year period. CGA evaluated the Hiatus Road corridor by completing a network screening using Signal Four Analytics. Signal Four Analytics is a program which evaluates crash data from the Florida Department of

Highway Safety and Motor Vehicles. Crash Data is updated nightly and are geo-located which allows them to be shown on an interactive map and be presented as a spatial distribution of crashes. Intersection and road segment crash data analysis can be performed for certain timeframes to evaluate types of crashes (vehicle/bike/pedestrian), time of day, road condition and other variables through the use of Signal Four Analytics. The bubbles shown in Figure 2 represent the different locations with crashes and the numbers in the bubbles represent the number of crashes at the respective locations over the last 3 years.

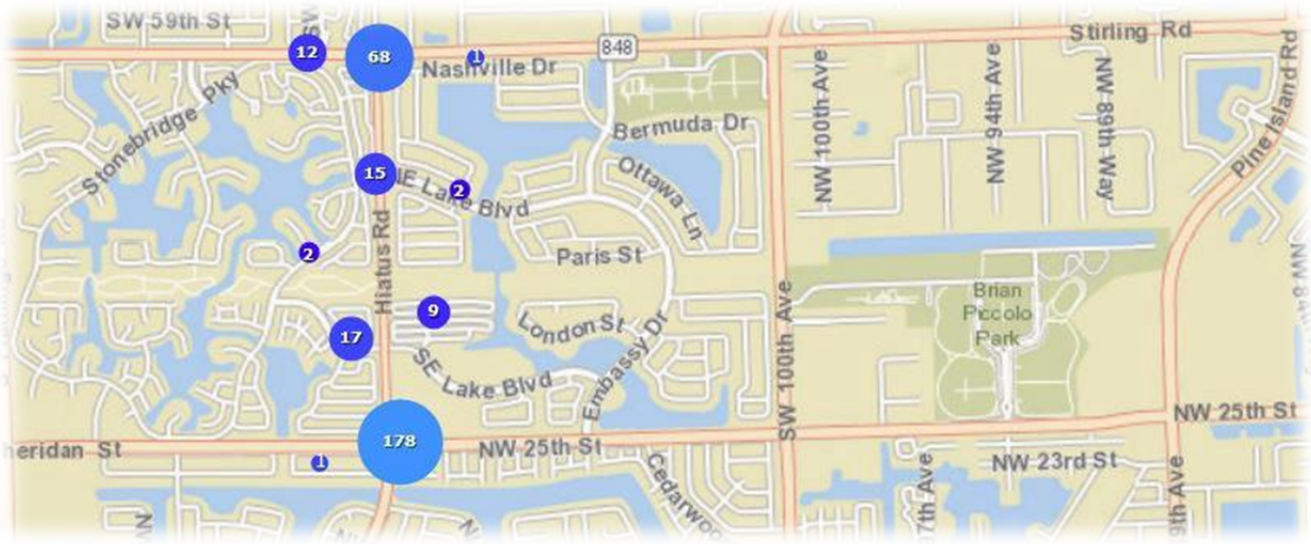


Figure 2: Signal Four Analytics Heat Map

Figure 3 shows the actual crashes that have occurred at the intersection of hiatus Road and NE Lake Boulevard. The crash type and location have been coded and shown in Figure 3. The detailed list of crashes from the past 3 years and additional heat maps for other portions of the corridor have been provided in **Appendix B**.

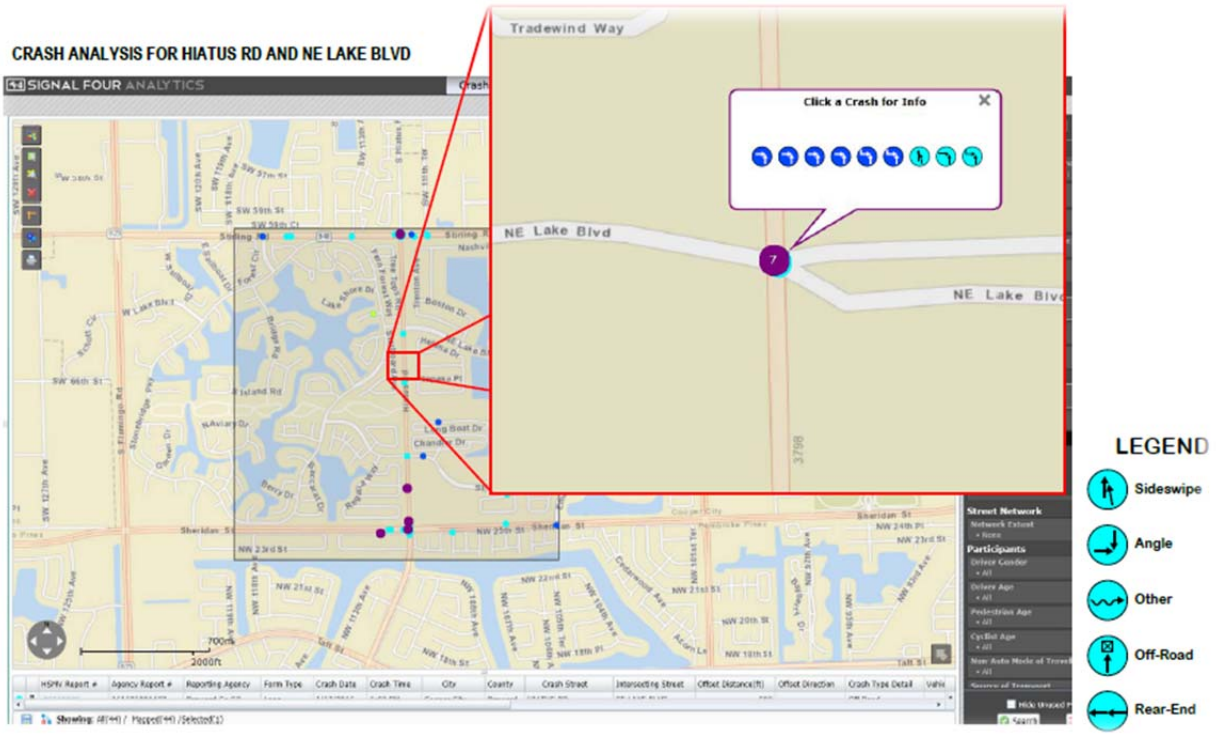


Figure 3: Signal Four Analytics Heat Map

The predominant crash pattern at the intersection of Hiatus Road and NE Lake Boulevard is right angle collision. Out of the nine crashes observed at the intersection of Hiatus Road and NE Lake Boulevard, eight of them were right angle collisions. The Highway Safety Manual lists the following potential contributing factors for angle crashes at unsignalized intersections:

- Restricted Sight Distance
- High Traffic Volume
- High Approach Speed
- Unexpected Crossing Traffic
- Drivers running Stop Sign
- Slippery Pavement

5. TRAFFIC OPERATIONAL ANALYSIS

An operational analysis for the existing conditions was completed using Synchro 9 software. Operating conditions are defined in terms of a Level of Service (LOS). These service levels range from A (negligible delays) to F (forced flow/jammed conditions) and are measured based upon approach delay as defined by the 2000 Highway Capacity Manual (HCM). The operational analyses of the existing conditions are based on the existing traffic data collected for the Study on April 5, 2016.

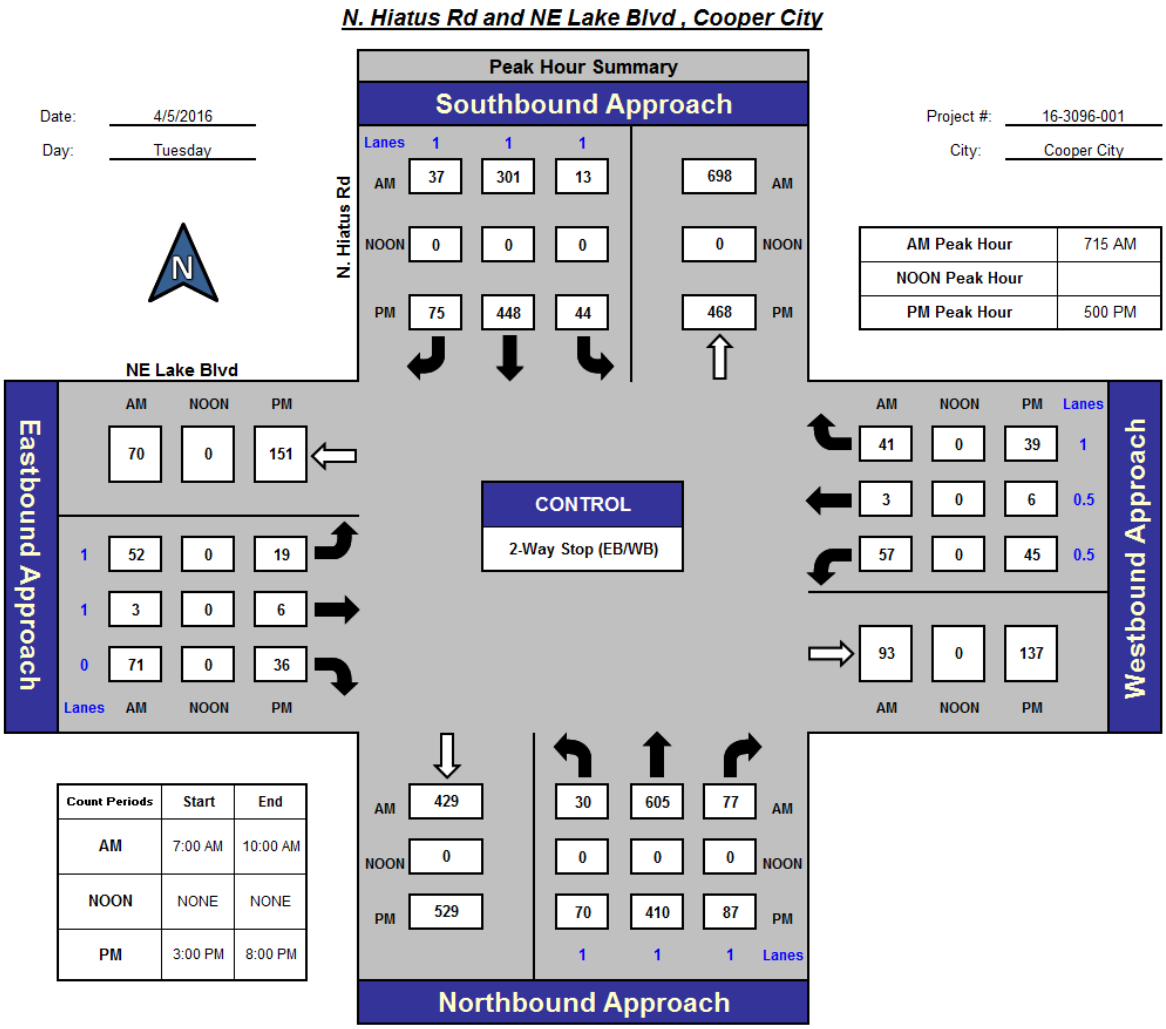


Figure 4: Summary of Traffic Data Collection

The HCM methodology does not include overall intersection LOS for two-way stop controlled or one-way stop controlled intersections. Instead, the HCM recommends evaluating the intersection on the critical movement or approach. The eastbound left turn lane approach on NE Lake Boulevard at Hiatus Road has a calculated average delay of 36.4 seconds per vehicle (LOS E) for the AM peak hour. This amounts to a 95th percentile queue of 1.4 vehicles in the eastbound left turn lane. The westbound left turn lane approach on NE Lake Boulevard at Hiatus Road has a calculated average delay of 42.5 seconds per vehicle (LOS E) for the AM peak hour. This amounts to a 95th percentile queue of 1.8 vehicles in the westbound left turn lane. Vehicles on both the eastbound and westbound approaches must wait for sufficient gaps in both directions of Hiatus Road before making the eastbound or westbound left turn maneuvers.

Similarly the eastbound left turn lane approach on NE Lake Boulevard at Hiatus Road has a calculated average delay of 35.9 seconds per vehicle (LOS E) for the PM peak

hour. This amounts to a 95th percentile queue of 0.5 vehicles in the eastbound left turn lane. The westbound left turn lane approach on NE Lake Boulevard at Hiatus Road has a calculated average delay of 48.6 seconds per vehicle (LOS E) for the PM peak hour. This amounts to a 95th percentile queue of 1.8 vehicles in the westbound left turn lane. Vehicles on both the eastbound and westbound approaches must wait for sufficient gaps in both directions of Hiatus Road before making the eastbound or westbound left turn maneuvers.

The operational results demonstrated that the overall intersection delay operates at an acceptable LOS D or better for the Hiatus Road at NE Lake Boulevard during both peak hours. The results of the operational analysis are shown below on Table 1 and detailed capacity analysis reports have been included in **Appendix C**.

Table 1 – Existing Conditions Operational Analysis

Intersection	Overall/ Approach	AM Peak Hour		PM Peak Hour	
		Delay (seconds)	LOS	Delay (seconds)	LOS
Hiatus Road and NE Lake Boulevard	Overall	4.8	A	51.1	D
Hiatus Road and NE Lake Boulevard East Approach	Overall	21.7	C	21	C
Hiatus Road and NE Lake Boulevard West Approach	Overall	30.8	D	32.4	D

6. SIGNAL WARRANT ANALYSIS

A traffic signal warrant analysis was completed for the intersection of Hiatus Road and NE Lake Boulevard per the Manual of Uniform Traffic Control Devices (MUTCD). Warrants 1A and 1B as well as Warrant 7 were evaluated since they are the key MUTCD warrants that Broward County generally accepted by the Broward County Traffic Engineering Division. The traffic signal warrant analysis was performed based on a speed limit of 40 MPH on Hiatus Road (the major street) with two lanes in each direction (both north and south approach have dedicated left and right turn lanes). NE Lake Boulevard was classified as the minor street with one lane in each direction. The warrants were evaluated without removing the right turn vehicles from the minor street approach initially to see if the warrants would meet without this reduction.

MUTCD Warrant 1A/1B

The Minimum Vehicular Volume, Condition A, is intended for application where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal. The Interruption of Continuous Traffic, Condition B, is intended for application where the traffic volume on a major street is so heavy that traffic on a minor intersecting street suffers excessive delay or conflict in entering or crossing the major street. Warrant 1 is met if the requirements for Condition A or Condition B are fulfilled for any eight hours of an average day or if a Combination of Warrants, 80% of Condition A and 80% of Condition B, is fulfilled for any eight hours of an average day.

The intersection of Hiatus Road and NE Lake Boulevard does not meet the requirements for Warrant 1A or 1B. If you reduced the volumes even further for the right turn vehicles, the intersection would have even less hours where the volume thresholds were met. The volumes on the major street approach met for 7 of the 8 required hours but 0 hours were met for the minor street approach for the Warrant 1A criteria. The volumes on the major street approach met for 5 of the 8 required hours while 6 out of the 8 required hours for the volumes on the minor street approach were met as part of the Warrant 1B criteria. Evaluating both Warrants 1A and 1B using the 80% volume conditions in combination also did not meet the minimum requirements. Therefore Warrants 1A and 1B do not meet the minimum requirements for installation of a traffic signal. The detailed signal warrant reports have been included in **Appendix D.**

MUTCD Warrant 7

The Crash Experience signal warrant conditions are intended for application where the severity and frequency of crashes are the principal reasons to consider installing a traffic control signal. Standard: The need for a traffic control signal shall be considered if an engineering study finds that all of the following criteria are met:

A. Adequate trial of alternatives with satisfactory observance and enforcement has failed to reduce the crash frequency; and

B. Five or more reported crashes, of types susceptible to correction by a traffic control signal, have occurred within a 12- month period, each crash involving personal injury or property damage apparently exceeding the applicable requirements for a reportable crash; and

C. For each of any 8 hours of an average day, the vehicles per hour (vph) given in both of the 80 percent* columns of Condition A in Table 4C-1, or the vph in both of the 80

percent* columns of Condition B in Table 4C-1 exists on the major-street and the higher-volume minor-street approach, respectively, to the intersection, or the volume of pedestrian traffic is not less than 80 percent of the requirements specified in the Pedestrian Volume warrant. These major-street and minor-street volumes shall be for the same 8-hours. On the minor street, the higher volume shall not be required to be on the same approach during each of the 8 hours.

As mentioned in Section 4 of this report, the crash history of the most recent three year period was researched. There were a total of nine crashes that occurred at this location in the most recent three years. The crash history did not yield five or more crashes within a 12 month period of types susceptible to correction by a traffic control signal. Therefore Warrants 1A and 1B do not meet the minimum requirements for installation of a traffic signal. The detailed signal warrant reports have been included in **Appendix D.**

7. CONCLUSION AND RECOMMENDATIONS

CGA performed a safety study for the intersection of Hiatus Road at NE Lake Boulevard. The purpose of this Study was to evaluate this intersection with respect to the existing traffic operational conditions, the most recent crash history at the subject intersection, collect speed and volume data along Hiatus Road north and south of NE Lake Boulevard as well as perform a traffic signal warrant analysis to determine if a traffic signal is warranted based on the key MUTCD traffic signal warrants accepted by Broward County Traffic Engineering Division. The following is a summary of the results of this study as it relates to these key items:

A. Speed/Volume Data- the 85th percentile speed along Hiatus Road north of NE Lake Boulevard was 50 MPH (10 MPH over the posted speed limit). The 85th percentile speed was 47 MPH (7 MPH over the posted speed limit) along Hiatus Road south of NE Lake Boulevard.
B. Intersection Capacity Analysis- the two way stop controlled intersection of Hiatus Road and NE Lake Boulevard operates at an acceptable overall level of service. The eastbound and westbound left turn movements from NE Lake

Boulevard experience a poor level of service (LOS E) during the peak hour due to the absence of acceptable gaps in the traffic flow.

C. Crash History- there were nine observed crashes in the most recent three year accident research using Signal Four Analytics. The primary crash pattern was right angle collisions (8 out of the 9 observed crashes).
D. MUTCD Traffic Signal Warrant Analysis- the intersection of Hiatus Road and NE Lake Boulevard does not meet the MUTCD criteria for the eight hour vehicular Warrants 1A and 1B or Warrant 7 crash experience.

There also appears to be restricted sight distance based on general field observations for vehicles making an eastbound and westbound right turn out of NE Lake Boulevard. The restricted sight distance for the eastbound right turn is due to the overgrown landscaping at the SW corner. The restricted sight distance for the westbound right turn lane is due to the existing trees planted in the swale on the east side of Hiatus Road.

The 85th percentile speeds along Hiatus Road north and south are too high (7-10 MPH over the posted speed limit of 40 MPH). This in combination with a high number of right angle collisions and a higher than normal amount of delay for eastbound and westbound left turning vehicles creates a high level of discomfort for drivers which creates an unsafe intersection. It is recommended that the City evaluate ways to reduce the 85th percentile speeds along Hiatus Road north and south of NE Lake Boulevard. One way is through possible traffic calming measures along Hiatus Road. There is limited distance between the existing traffic signalized intersection of SE Lake Boulevard and Hiatus Road and the intersection with NE Lake Boulevard (approximately 2,300 LF). The distance is even shorter between the Hiatus Road and Stirling Road signalized intersection and Hiatus Road and NE Lake Boulevard (1,700 LF). Another way to reduce the 85th percentile is through enforcement of the speed limit.

APPENDIX

APPENDIX A
Traffic Data Collection

Prepared by National Data & Surveying Services

SPEED

N Hiatus Rd S/O NE Lake Blvd

Day: Tuesday
Date: 4/5/2016

City:
Project #:

Meeting Date: 04/09/2024 Item #14.

North Bound

Time	< 15	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40 - 44	45 - 49	50 - 54	55 - 59	60 - 64	65 - 69	70 +	Total
00:00 AM	0	0	0	0	0	0	2	0	1	0	0	0	0	3
00:15	0	0	0	0	0	3	6	3	1	1	0	0	0	14
00:30	0	0	0	0	1	2	0	0	0	0	0	0	0	3
00:45	0	0	0	0	0	2	1	0	0	0	0	0	0	3
01:00	0	0	0	0	0	0	2	0	0	0	0	0	0	2
01:15	0	0	0	0	0	0	1	0	1	0	0	0	0	2
01:30	0	0	0	0	0	0	2	3	1	0	0	0	0	6
01:45	0	0	0	0	0	1	0	1	0	0	0	0	0	2
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:15	0	0	0	0	1	1	0	0	0	0	0	0	0	2
02:30	0	0	0	0	0	1	0	1	0	0	0	0	0	2
02:45	0	0	0	0	0	1	1	1	1	0	0	0	0	4
03:00	0	0	0	0	0	0	0	1	2	0	0	0	0	3
03:15	0	0	0	0	0	1	2	1	0	0	0	0	0	4
03:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	1	0	1	1	0	0	0	0	3
04:15	0	0	0	0	0	0	1	3	0	0	0	0	0	4
04:30	0	0	0	0	0	2	2	0	2	0	0	0	0	6
04:45	0	0	0	0	0	0	2	0	1	0	0	0	0	3
05:00	0	0	0	0	0	2	2	2	0	0	1	0	0	7
05:15	0	0	0	0	0	2	1	5	1	0	0	0	0	9
05:30	0	0	0	0	1	4	4	3	0	0	0	0	0	12
05:45	0	0	0	0	2	5	5	1	2	0	0	0	0	15
06:00	0	0	0	0	1	2	1	1	1	0	0	0	0	6
06:15	0	0	0	0	0	3	8	1	2	1	0	0	0	15
06:30	0	0	0	1	1	8	19	5	0	0	0	0	0	34
06:45	0	0	0	0	5	14	19	14	3	1	0	0	0	56
07:00	0	0	0	0	6	26	46	7	2	1	0	0	0	88
07:15	0	2	0	0	11	60	49	17	2	0	0	0	0	141
07:30	0	0	0	11	38	81	54	7	0	0	0	0	0	191
07:45	0	0	3	24	34	89	48	8	0	0	0	0	0	206
08:00	0	0	0	0	22	70	49	25	5	0	0	0	0	171
08:15	0	0	0	1	13	26	30	23	3	0	0	0	0	96
08:30	0	0	0	0	6	31	38	27	4	0	1	0	0	107
08:45	0	0	0	0	0	25	45	28	7	0	0	0	0	105
09:00	0	0	0	0	3	29	43	18	2	1	0	0	0	96
09:15	0	0	0	0	0	14	29	22	3	1	0	0	0	69
09:30	0	0	1	1	5	20	19	7	1	0	0	0	0	54
09:45	0	0	0	0	5	16	29	14	1	1	0	0	0	66
10:00	0	0	0	0	15	17	34	12	4	0	0	0	0	82
10:15	0	0	0	0	5	18	30	13	5	0	0	0	0	71
10:30	0	0	0	0	5	6	42	12	10	1	1	0	0	77
10:45	0	0	0	0	3	19	25	9	3	0	1	0	0	60
11:00	0	0	0	0	2	19	24	18	7	0	0	0	0	70
11:15	0	0	0	0	1	22	35	13	3	1	0	0	0	75
11:30	0	0	0	0	0	10	37	13	4	1	2	0	0	67
11:45	0	0	0	0	2	21	26	24	6	2	0	0	0	81
12:00 PM	0	0	0	0	0	15	30	19	8	1	0	0	0	73
12:15	0	0	0	0	4	15	32	16	7	0	0	0	0	74
12:30	0	0	0	0	10	21	48	13	5	0	0	0	0	97
12:45	0	0	0	0	0	8	38	20	4	0	0	0	0	70
13:00	0	0	0	0	4	22	39	11	3	0	0	0	0	79
13:15	0	0	0	0	2	17	35	23	3	3	0	0	0	83
13:30	0	0	0	0	1	45	47	19	5	0	0	0	0	117
13:45	0	0	0	0	1	26	38	12	4	0	0	0	0	81
14:00	0	0	0	8	31	56	26	8	0	0	0	0	0	129
14:15	0	0	2	17	28	59	36	7	0	0	0	0	0	149
14:30	0	0	0	0	9	20	47	19	6	2	1	0	0	104
14:45	0	0	0	2	14	49	53	12	4	0	0	0	0	134
15:00	0	0	0	0	3	44	55	32	7	0	0	0	0	141
15:15	0	0	0	0	5	38	57	28	6	1	0	0	0	135
15:30	0	0	0	0	2	42	64	33	4	0	0	0	0	145
15:45	0	0	0	3	10	28	47	22	1	1	0	0	0	112
16:00	0	0	0	0	6	58	65	14	1	0	0	0	0	144
16:15	0	0	0	0	2	33	58	28	7	1	0	0	0	129
16:30	0	0	0	0	1	34	67	34	9	0	0	0	0	145
16:45	0	0	0	1	11	24	50	34	12	1	0	0	0	133
17:00	0	0	0	0	2	34	70	27	7	0	0	0	0	140
17:15	0	0	0	0	7	40	55	34	9	1	0	0	0	146
17:30	0	0	0	0	12	36	60	35	3	0	0	0	0	146
17:45	0	0	0	1	1	42	67	23	2	0	0	0	0	136
18:00	0	0	0	0	7	49	57	23	4	0	0	0	0	140
18:15	0	0	0	3	8	36	55	22	5	0	0	0	0	129
18:30	0	0	0	1	5	31	55	24	3	0	0	0	0	119
18:45	0	0	0	0	12	24	54	32	6	0	0	0	0	128
19:00	0	0	0	0	1	44	51	15	2	2	0	0	0	115
19:15	0	0	0	2	8	33	33	11	3	0	0	0	0	90
19:30	0	0	0	0	7	31	41	22	4	1	0	0	0	106
19:45	0	0	0	3	1	30	41	16	4	1	0	0	0	96
20:00	0	0	0	0	0	13	42	12	2	0	0	0	0	69
20:15	0	0	0	0	7	19	28	11	0	0	0	0	0	65
20:30	0	0	0	0	3	23	26	15	1	0	1	0	0	69
20:45	0	0	0	3	3	22	28	8	2	0	0	0	0	66
21:00	0	0	0	3	5	24	22	3	2	0	0	0	0	59
21:15	0	0	0	0	15	11	22	10	1	0	0	0	0	59
21:30	0	0	0	0	2	18	20	3	1	0	0	0	0	44
21:45	0	0	0	0	0	15	16	6	1	1	0	0	0	39
22:00	0	0	0	0	2	7	13	11	4	1	0	0	0	38
22:15	0	0	0	0	1	11	12	12	1	1	0	0	0	38
22:30	0	0	0	0	2	9	12	7	0	0	0	0	0	30
22:45	0	0	0	0	0	3	5	4	0	1	0	0	0	13
23:00	0	0	0	0	2	2	8	6	2	0	0	0	0	20
23:15	0	0	0	0	0	2	6	5	1	1	0	0	0	15
23:30	0	0	0	0	0	5	6	2	2	0	0	0	0	15
23:45	0	0	0	0	0	0	4	2	1	0	1	0	0	8
Totals		2	6	85	445	1942	2654	1169	261	32	9			6605
% of Totals		0%	0%	1%	7%	29%	40%	18%	4%	0%	0%			100%

AM Volumes	0	2	4	38	188	674	813	364	92	12	6	0	0	2193
% AM		0%	0%	1%	3%	10%	12%	6%	1%	0%	0%			33%
AM Peak Hour		06:30	07:00	07:30	07:30	07:15	07:15	08:00	11:45	11:15	10:45			07:15
Volume		2	3	36	107	300	200	103	26	5	3			709
PM Volumes	0	0	2	47	257	1268	1841	805	169	20	3	0	0	4412
% PM			0%	1%	4%	19%	28%	12%	3%	0%	0%			67%
PM Peak Hour			13:30	14:00	14:00	13:30	17:00	16:45	16:30	19:00	13:45			17:00
Volume			2	27	82	186	252	130	37	4	1			568

Directional Peak Periods	AM 7-9			NOON 12-2			PM 4-6			Off Peak Volumes		
All Classes	Volume	⟷	%	Volume	⟷	%	Volume	⟷	%	Volume	⟷	%
	1105		17%	674		10%	1119		17%	3707		56%

Street Name	Direction	Percentiles					
		15th	50th	Average	85th	95th	ADT
N Hiatus Rd	North Bound	36	42	42	47	50	6605
N Hiatus Rd	South Bound						

Prepared by National Data & Surveying Services

SPEED

N Hiatus Rd S/O NE Lake Blvd

Day: Tuesday
Date: 4/5/2016

City: Cooper Creek
Project #: FL16_3095_001s

Meeting Date: 04/09/2024 Item #14.

South Bound

Time	< 15	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40 - 44	45 - 49	50 - 54	55 - 59	60 - 64	65 - 69	70 +	Total
00:00 AM														0
00:15														0
00:30														0
00:45														0
01:00														0
01:15														0
01:30														0
01:45														0
02:00														0
02:15														0
02:30														0
02:45														0
03:00														0
03:15														0
03:30														0
03:45														0
04:00														0
04:15														0
04:30														0
04:45														0
05:00														0
05:15														0
05:30														0
05:45														0
06:00														0
06:15														0
06:30														0
06:45														0
07:00														0
07:15														0
07:30														0
07:45														0
08:00														0
08:15														0
08:30														0
08:45														0
09:00														0
09:15														0
09:30														0
09:45														0
10:00														0
10:15														0
10:30														0
10:45														0
11:00														0
11:15														0
11:30														0
11:45														0
12:00 PM														0
12:15														0
12:30														0
12:45														0
13:00														0
13:15														0
13:30														0
13:45														0
14:00														0
14:15														0
14:30														0
14:45														0
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15:30														0
15:45														0
16:00														0
16:15														0
16:30														0
16:45														0
17:00														0
17:15														0
17:30														0
17:45														0
18:00														0
18:15														0
18:30														0
18:45														0
19:00														0
19:15														0
19:30														0
19:45														0
20:00														0
20:15														0
20:30														0
20:45														0
21:00														0
21:15														0
21:30														0
21:45														0
22:00														0
22:15														0
22:30														0
22:45														0
23:00														0
23:15														0
23:30														0
23:45														0
Totals														
% of Totals														

AM Volumes	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% AM														
AM Peak Hour														
Volume														
PM Volumes	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% PM														
PM Peak Hour														
Volume														

Directional Peak Periods	AM 7-9			NOON 12-2			PM 4-6			Off Peak Volumes		
All Classes	Volume	↔	%	Volume	↔	%	Volume	↔	%	Volume	↔	%
	0		#VALUE!	0		#VALUE!	0		#VALUE!	#VALUE!		#VALUE!

Street Name	Direction	Percentiles					
		15th	50th	Average	85th	95th	ADT
N Hiatus Rd	North Bound	36	42	42	47	50	6605
N Hiatus Rd	South Bound						

Prepared by National Data & Surveying Services

SPEED

N Hiatus Rd S/O NE Lake Blvd

Day: Tuesday
Date: 4/5/2016

City: Cooper Creek
Project #: FL16_3095_001

Meeting Date: 04/09/2024 Item #14.

Summary

Time	< 15	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40 - 44	45 - 49	50 - 54	55 - 59	60 - 64	65 - 69	70 +	Total
00:00 AM	0	0	0	0	0	0	2	0	1	0	0	0	0	3
00:15	0	0	0	0	0	3	6	3	1	1	0	0	0	14
00:30	0	0	0	0	1	2	0	0	0	0	0	0	0	3
00:45	0	0	0	0	0	2	1	0	0	0	0	0	0	3
01:00	0	0	0	0	0	0	2	0	0	0	0	0	0	2
01:15	0	0	0	0	0	0	1	0	1	0	0	0	0	2
01:30	0	0	0	0	0	0	2	3	1	0	0	0	0	6
01:45	0	0	0	0	0	1	0	1	0	0	0	0	0	2
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:15	0	0	0	0	1	1	0	0	0	0	0	0	0	2
02:30	0	0	0	0	0	1	0	1	0	0	0	0	0	2
02:45	0	0	0	0	0	1	1	1	1	0	0	0	0	4
03:00	0	0	0	0	0	0	0	1	2	0	0	0	0	3
03:15	0	0	0	0	0	1	2	1	0	0	0	0	0	4
03:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	1	0	1	1	0	0	0	0	3
04:15	0	0	0	0	0	0	1	3	0	0	0	0	0	4
04:30	0	0	0	0	0	2	2	0	2	0	0	0	0	6
04:45	0	0	0	0	0	0	2	0	1	0	0	0	0	3
05:00	0	0	0	0	0	2	2	2	0	0	1	0	0	7
05:15	0	0	0	0	0	2	1	5	1	0	0	0	0	9
05:30	0	0	0	0	1	4	4	3	0	0	0	0	0	12
05:45	0	0	0	0	2	5	5	1	2	0	0	0	0	15
06:00	0	0	0	0	1	2	1	1	1	0	0	0	0	6
06:15	0	0	0	0	0	3	8	1	2	1	0	0	0	15
06:30	0	0	0	1	1	8	19	5	0	0	0	0	0	34
06:45	0	0	0	0	5	14	19	14	3	1	0	0	0	56
07:00	0	0	0	0	6	26	46	7	2	1	0	0	0	88
07:15	0	2	0	0	11	60	49	17	2	0	0	0	0	141
07:30	0	0	0	11	38	81	54	7	0	0	0	0	0	191
07:45	0	0	3	24	34	89	48	8	0	0	0	0	0	206
08:00	0	0	0	0	22	70	49	25	5	0	0	0	0	171
08:15	0	0	0	1	13	26	30	23	3	0	0	0	0	96
08:30	0	0	0	0	6	31	38	27	4	0	1	0	0	107
08:45	0	0	0	0	0	25	45	28	7	0	0	0	0	105
09:00	0	0	0	0	3	29	43	18	2	1	0	0	0	96
09:15	0	0	0	0	0	14	29	22	3	1	0	0	0	69
09:30	0	0	1	1	5	20	19	7	1	0	0	0	0	54
09:45	0	0	0	0	5	16	29	14	1	1	0	0	0	66
10:00	0	0	0	0	15	17	34	12	4	0	0	0	0	82
10:15	0	0	0	0	5	18	30	13	5	0	0	0	0	71
10:30	0	0	0	0	5	6	42	12	10	1	1	0	0	77
10:45	0	0	0	0	3	19	25	9	3	0	1	0	0	60
11:00	0	0	0	0	2	19	24	18	7	0	0	0	0	70
11:15	0	0	0	0	1	22	35	13	3	1	0	0	0	75
11:30	0	0	0	0	0	10	37	13	4	1	2	0	0	67
11:45	0	0	0	0	2	21	26	24	6	2	0	0	0	81
12:00 PM	0	0	0	0	0	15	30	19	8	1	0	0	0	73
12:15	0	0	0	0	4	15	32	16	7	0	0	0	0	74
12:30	0	0	0	0	10	21	48	13	5	0	0	0	0	97
12:45	0	0	0	0	0	8	38	20	4	0	0	0	0	70
13:00	0	0	0	0	4	22	39	11	3	0	0	0	0	79
13:15	0	0	0	0	2	17	35	23	3	3	0	0	0	83
13:30	0	0	0	0	1	45	47	19	5	0	0	0	0	117
13:45	0	0	0	0	1	26	38	12	4	0	0	0	0	81
14:00	0	0	0	8	31	56	26	8	0	0	0	0	0	129
14:15	0	0	2	17	28	59	36	7	0	0	0	0	0	149
14:30	0	0	0	0	9	20	47	19	6	2	1	0	0	104
14:45	0	0	0	2	14	49	53	12	4	0	0	0	0	134
15:00	0	0	0	0	3	44	55	32	7	0	0	0	0	141
15:15	0	0	0	0	5	38	57	28	6	1	0	0	0	135
15:30	0	0	0	0	2	42	64	33	4	0	0	0	0	145
15:45	0	0	0	3	10	28	47	22	1	1	0	0	0	112
16:00	0	0	0	0	6	58	65	14	1	0	0	0	0	144
16:15	0	0	0	0	2	33	58	28	7	1	0	0	0	129
16:30	0	0	0	0	1	34	67	34	9	0	0	0	0	145
16:45	0	0	0	1	11	24	50	34	12	1	0	0	0	133
17:00	0	0	0	0	2	34	70	27	7	0	0	0	0	140
17:15	0	0	0	0	7	40	55	34	9	1	0	0	0	146
17:30	0	0	0	0	12	36	60	35	3	0	0	0	0	146
17:45	0	0	0	1	1	42	67	23	2	0	0	0	0	136
18:00	0	0	0	0	7	49	57	23	4	0	0	0	0	140
18:15	0	0	0	3	8	36	55	22	5	0	0	0	0	129
18:30	0	0	0	1	5	31	55	24	3	0	0	0	0	119
18:45	0	0	0	0	12	24	54	32	6	0	0	0	0	128
19:00	0	0	0	0	1	44	51	15	2	2	0	0	0	115
19:15	0	0	0	2	8	33	33	11	3	0	0	0	0	90
19:30	0	0	0	0	7	31	41	22	4	1	0	0	0	106
19:45	0	0	0	3	1	30	41	16	4	1	0	0	0	96
20:00	0	0	0	0	0	13	42	12	2	0	0	0	0	69
20:15	0	0	0	0	7	19	28	11	0	0	0	0	0	65
20:30	0	0	0	0	3	23	26	15	1	0	1	0	0	69
20:45	0	0	0	3	3	22	28	8	2	0	0	0	0	66
21:00	0	0	0	3	5	24	22	3	2	0	0	0	0	59
21:15	0	0	0	0	15	11	22	10	1	0	0	0	0	59
21:30	0	0	0	0	2	18	20	3	1	0	0	0	0	44
21:45	0	0	0	0	0	15	16	6	1	1	0	0	0	39
22:00	0	0	0	0	2	7	13	11	4	1	0	0	0	38
22:15	0	0	0	0	1	11	12	12	1	1	0	0	0	38
22:30	0	0	0	0	2	9	12	7	0	0	0	0	0	30
22:45	0	0	0	0	0	3	5	4	0	1	0	0	0	13
23:00	0	0	0	0	2	2	8	6	2	0	0	0	0	20
23:15	0	0	0	0	0	2	6	5	1	1	0	0	0	15
23:30	0	0	0	0	0	5	6	2	0	1	0	0	0	15
23:45	0	0	0	0	0	0	4	2	1	0	1	0	0	8
Totals		2	4	38	443	1942	2654	1169	261	32	8			6605
% of Totals		0%	0%	1%	7%	29%	40%	18%	4%	0%	0%			100%

AM Volumes	0	2	4	38	188	674	813	364	92	12	6	0	0	2193
% AM		0%	0%	1%	3%	10%	12%	6%	1%	0%	0%			33%
AM Peak Hour		06:30	07:00	07:30	07:30	07:15	07:15	08:00	11:45	11:15	10:45			07:15
Volume		2	3	36	107	300	200	103	26	5	3			709
PM Volumes	0	0	2	47	257	1268	1841	805	169	20	3	0	0	4412
% PM			0%	1%	4%	19%	28%	12%	3%	0%	0%			67%
PM Peak Hour			13:30	14:00	14:00	13:30	17:00	16:45	16:30	19:00	13:45			17:00
Volume			2	27	82	186	252	130	37	4	1			568

Directional Peak Periods	AM 7-9		NOON 12-2		PM 4-6		Off Peak Volumes	
All Classes	Volume	%	Volume	%	Volume	%	Volume	%
	1105	17%	674	10%	1119	17%	3707	56%

Street Name	Direction	Percentiles					
		15th	50th	Average	85th	95th	ADT
N Hiatus Rd	Summary	36	42	42	47	50	6605

SPEED

N Hiatus Rd S/O NE Lake Blvd

Meeting Date: 04/09/2024 Item #14.

Day: Tuesday
Date: 4/5/2016

City: Cooper Creek
Project #: FL16_3095_001n

North Bound

Time	< 15	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40 - 44	45 - 49	50 - 54	55 - 59	60 - 64	65 - 69	70 +	Total
00:00 AM	0	0	0	0	1	7	9	3	2	1	0	0	0	23
01:00	0	0	0	0	0	1	5	4	2	0	0	0	0	12
02:00	0	0	0	0	1	3	1	2	1	0	0	0	0	8
03:00	0	0	0	0	0	1	2	2	2	0	0	0	0	7
04:00	0	0	0	0	0	3	5	4	4	0	0	0	0	16
05:00	0	0	0	0	3	13	12	11	3	0	1	0	0	43
06:00	0	0	0	1	7	27	47	21	6	2	0	0	0	111
07:00	0	2	3	35	89	256	197	39	4	1	0	0	0	626
08:00	0	0	0	1	41	152	162	103	19	0	1	0	0	479
09:00	0	0	1	1	13	79	120	61	7	3	0	0	0	285
10:00	0	0	0	0	28	60	131	46	22	1	2	0	0	290
11:00	0	0	0	0	5	72	122	68	20	4	2	0	0	293
12:00 PM	0	0	0	0	14	59	148	68	24	1	0	0	0	314
13:00	0	0	0	0	8	110	159	65	15	3	0	0	0	360
14:00	0	0	2	27	82	184	162	46	10	2	1	0	0	516
15:00	0	0	0	3	20	152	223	115	18	2	0	0	0	533
16:00	0	0	0	1	20	149	240	110	29	2	0	0	0	551
17:00	0	0	0	1	22	152	252	119	21	1	0	0	0	568
18:00	0	0	0	4	32	140	221	101	18	0	0	0	0	516
19:00	0	0	0	5	17	138	166	64	13	4	0	0	0	407
20:00	0	0	0	3	13	77	124	46	5	0	1	0	0	269
21:00	0	0	0	3	22	68	80	22	5	1	0	0	0	201
22:00	0	0	0	0	5	30	42	34	5	3	0	0	0	119
23:00	0	0	0	0	2	9	24	15	6	1	1	0	0	58
Totals		2	6	85	445	1942	2654	1169	261	32	9			6605
% of Totals		0%	0%	1%	7%	29%	40%	18%	4%	0%	0%			100%

AM Volumes	0	2	4	38	188	674	813	364	92	12	6	0	0	2193
% AM		0%	0%	1%	3%	10%	12%	6%	1%	0%	0%			33%
AM Peak Hour		07:00	07:00	07:00	07:00	07:00	07:00	08:00	10:00	11:00	10:00			07:00
Volume		2	3	35	89	256	197	103	22	4	2			626
PM Volumes	0	0	2	47	257	1268	1841	805	169	20	3	0	0	4412
% PM			0%	1%	4%	19%	28%	12%	3%	0%	0%			67%
PM Peak Hour			14:00	14:00	14:00	14:00	17:00	17:00	16:00	19:00	14:00			17:00
Volume			2	27	82	184	252	119	29	4	1			568

Directional Peak Periods	AM 7-9			NOON 12-2			PM 4-6			Off Peak Volumes		
All Speeds	Volume	↔	%	Volume	↔	%	Volume	↔	%	Volume	↔	%
	1105	↔	17%	674	↔	10%	1119	↔	17%	3707	↔	56%

Street Name	Direction	Percentiles						
		15th	50th	Average	85th	95th	ADT	
N Hiatus Rd	North Bound	36	42	42	47	50	6605	1551
N Hiatus Rd	South Bound							

SPEED

N Hiatus Rd S/O NE Lake Blvd

Meeting Date: 04/09/2024 Item #14.

Day: Tuesday
Date: 4/5/2016

City: Cooper Creek
Project #: FL16_3095_001s

South Bound

Time	< 15	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40 - 44	45 - 49	50 - 54	55 - 59	60 - 64	65 - 69	70 +	Total
00:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
18:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
19:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Totals														
% of Totals														

AM Volumes	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% AM														
AM Peak Hour														
Volume														
PM Volumes	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% PM														
PM Peak Hour														
Volume														

Directional Peak Periods	AM 7-9			NOON 12-2			PM 4-6			Off Peak Volumes		
All Speeds	Volume	⟷	%	Volume	⟷	%	Volume	⟷	%	Volume	⟷	%
	0		#VALUE!	0		#VALUE!	0		#VALUE!	#VALUE!		#VALUE!

Street Name	Direction	Percentiles					
		15th	50th	Average	85th	95th	ADT
N Hiatus Rd	North Bound	36	42	42	47	50	6605
N Hiatus Rd	South Bound						

SPEED

N Hiatus Rd S/O NE Lake Blvd

Meeting Date: 04/09/2024 Item #14.

Day: Tuesday
Date: 4/5/2016

City: Cooper Creek
Project #: FL16_3095_001

Summary

Time	< 15	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40 - 44	45 - 49	50 - 54	55 - 59	60 - 64	65 - 69	70 +	Total
00:00 AM	0	0	0	0	1	7	9	3	2	1	0	0	0	**23**
01:00	0	0	0	0	0	1	5	4	2	0	0	0	0	**12**
02:00	0	0	0	0	1	3	1	2	1	0	0	0	0	**8**
03:00	0	0	0	0	0	1	2	2	2	0	0	0	0	**7**
04:00	0	0	0	0	0	3	5	4	4	0	0	0	0	**16**
05:00	0	0	0	0	3	13	12	11	3	0	1	0	0	**43**
06:00	0	0	0	1	7	27	47	21	6	2	0	0	0	**111**
07:00	0	2	3	35	89	256	197	39	4	1	0	0	0	**626**
08:00	0	0	0	1	41	152	162	103	19	0	1	0	0	**479**
09:00	0	0	1	1	13	79	120	61	7	3	0	0	0	**285**
10:00	0	0	0	0	28	60	131	46	22	1	2	0	0	**290**
11:00	0	0	0	0	5	72	122	68	20	4	2	0	0	**293**
12:00 PM	0	0	0	0	14	59	148	68	24	1	0	0	0	**314**
13:00	0	0	0	0	8	110	159	65	15	3	0	0	0	**360**
14:00	0	0	2	27	82	184	162	46	10	2	1	0	0	**516**
15:00	0	0	0	3	20	152	223	115	18	2	0	0	0	**533**
16:00	0	0	0	1	20	149	240	110	29	2	0	0	0	**551**
17:00	0	0	0	1	22	152	252	119	21	1	0	0	0	**568**
18:00	0	0	0	4	32	140	221	101	18	0	0	0	0	**516**
19:00	0	0	0	5	17	138	166	64	13	4	0	0	0	**407**
20:00	0	0	0	3	13	77	124	46	5	0	1	0	0	**269**
21:00	0	0	0	3	22	68	80	22	5	1	0	0	0	**201**
22:00	0	0	0	0	5	30	42	34	5	3	0	0	0	**119**
23:00	0	0	0	0	2	9	24	15	6	1	1	0	0	**58**
Totals		**2**	**6**	**85**	**445**	**1942**	**2654**	**1169**	**261**	**32**	**9**			**6605**
% of Totals		0%	0%	1%	7%	29%	40%	18%	4%	0%	0%			100%

AM Volumes	0	2	4	38	188	674	813	364	92	12	6	0	0	2193
% AM		0%	0%	1%	3%	10%	12%	6%	1%	0%	0%			33%
AM Peak Hour		07:00	07:00	07:00	07:00	07:00	07:00	08:00	10:00	11:00	10:00			07:00
Volume		2	3	35	89	256	197	103	22	4	2			626
PM Volumes	0	0	2	47	257	1268	1841	805	169	20	3	0	0	4412
% PM			0%	1%	4%	19%	28%	12%	3%	0%	0%			67%
PM Peak Hour			14:00	14:00	14:00	14:00	17:00	17:00	16:00	19:00	14:00			17:00
Volume			2	27	82	184	252	119	29	4	1			568

Directional Peak Periods	**AM 7-9**			**NOON 12-2**			**PM 4-6**			**Off Peak Volumes**		
All Speeds	Volume	↔	%	Volume	↔	%	Volume	↔	%	Volume	↔	%
	1105		17%	674		10%	1119		17%	3707		56%

Street Name	Direction	Percentiles					
		15th	50th	Average	85th	95th	ADT
N Hiatus Rd	Summary	36	42	42	47	50	6605

1553

Meeting Date: 04/09/2024 Item #14.

DAILY TOTALS	NB	SB	EB	WB	To
	6,605	0	0	0	6,6

AM Period	NB		SB	EB	WB	TOTAL		PM Period	NB		SB	EB	WB	TOT
00:00	3		0	0	0	3		12:00	73		0	0	0	73
00:15	14		0	0	0	14		12:15	74		0	0	0	74
00:30	3		0	0	0	3		12:30	97		0	0	0	97
00:45	3	23	0	0	0	3	23	12:45	70	314	0	0	0	70
01:00	2		0	0	0	2		13:00	79		0	0	0	79
01:15	2		0	0	0	2		13:15	83		0	0	0	83
01:30	6		0	0	0	6		13:30	117		0	0	0	117
01:45	2	12	0	0	0	2	12	13:45	81	360	0	0	0	81
02:00	0		0	0	0			14:00	129		0	0	0	129
02:15	2		0	0	0	2		14:15	149		0	0	0	149
02:30	2		0	0	0	2		14:30	104		0	0	0	104
02:45	4	8	0	0	0	4	8	14:45	134	516	0	0	0	134
03:00	3		0	0	0	3		15:00	141		0	0	0	141
03:15	4		0	0	0	4		15:15	135		0	0	0	135
03:30	0		0	0	0			15:30	145		0	0	0	145
03:45	0	7	0	0	0		7	15:45	112	533	0	0	0	112
04:00	3		0	0	0	3		16:00	144		0	0	0	144
04:15	4		0	0	0	4		16:15	129		0	0	0	129
04:30	6		0	0	0	6		16:30	145		0	0	0	145
04:45	3	16	0	0	0	3	16	16:45	133	551	0	0	0	133
05:00	7		0	0	0	7		17:00	140		0	0	0	140
05:15	9		0	0	0	9		17:15	146		0	0	0	146
05:30	12		0	0	0	12		17:30	146		0	0	0	146
05:45	15	43	0	0	0	15	43	17:45	136	568	0	0	0	136
06:00	6		0	0	0	6		18:00	140		0	0	0	140
06:15	15		0	0	0	15		18:15	129		0	0	0	129
06:30	34		0	0	0	34		18:30	119		0	0	0	119
06:45	56	111	0	0	0	56	111	18:45	128	516	0	0	0	128
07:00	88		0	0	0	88		19:00	115		0	0	0	115
07:15	141		0	0	0	141		19:15	90		0	0	0	90
07:30	191		0	0	0	191		19:30	106		0	0	0	106
07:45	206	626	0	0	0	206	626	19:45	96	407	0	0	0	96
08:00	171		0	0	0	171		20:00	69		0	0	0	69
08:15	96		0	0	0	96		20:15	65		0	0	0	65
08:30	107		0	0	0	107		20:30	69		0	0	0	69
08:45	105	479	0	0	0	105	479	20:45	66	269	0	0	0	66
09:00	96		0	0	0	96		21:00	59		0	0	0	59
09:15	69		0	0	0	69		21:15	59		0	0	0	59
09:30	54		0	0	0	54		21:30	44		0	0	0	44
09:45	66	285	0	0	0	66	285	21:45	39	201	0	0	0	39
10:00	82		0	0	0	82		22:00	38		0	0	0	38
10:15	71		0	0	0	71		22:15	38		0	0	0	38
10:30	77		0	0	0	77		22:30	30		0	0	0	30
10:45	60	290	0	0	0	60	290	22:45	13	119	0	0	0	13
11:00	70		0	0	0	70		23:00	20		0	0	0	20
11:15	75		0	0	0	75		23:15	15		0	0	0	15
11:30	67		0	0	0	67		23:30	15		0	0	0	15
11:45	81	293	0	0	0	81	293	23:45	8	58	0	0	0	8
TOTALS		2193					2193	TOTALS		4412				
SPLIT %		100.0%					33.2%	SPLIT %		100.0%				

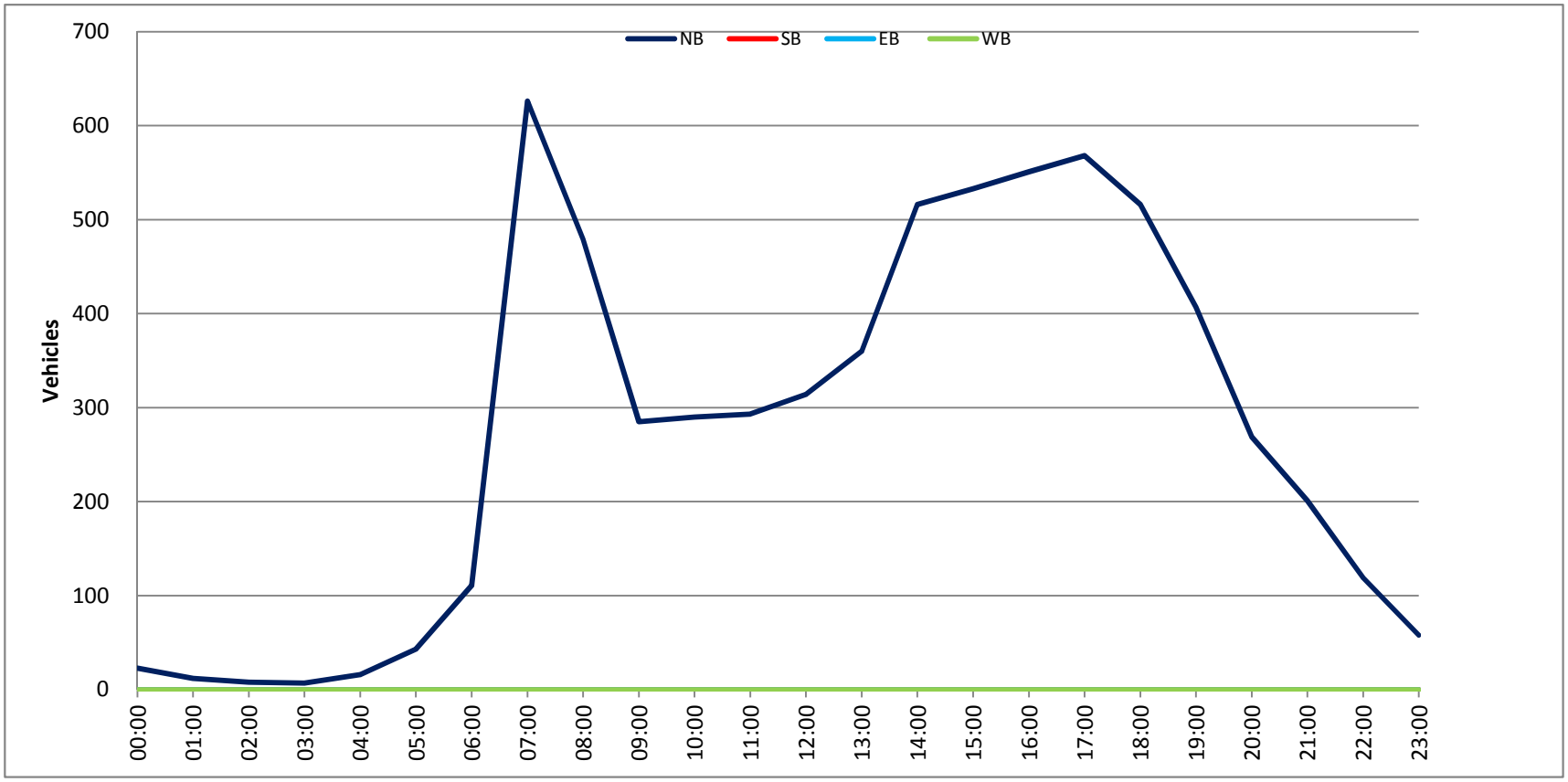
DAILY TOTALS	NB	SB	EB	WB	To
	6,605	0	0	0	6,6

AM Peak Hour	07:15				07:15	PM Peak Hour	17:00							
AM Pk Volume	709				709	PM Pk Volume	568							
Pk Hr Factor	0.860				0.860	Pk Hr Factor	0.943							
7 - 9 Volume	1105	0	0	0	1105	4 - 6 Volume	1119	0	0	0				
7 - 9 Peak Hour	07:15				07:15	4 - 6 Peak Hour	17:00							
7 - 9 Pk Volume	709	0	0	0	709	4 - 6 Pk Volume	568	0	0	0				
Pk Hr Factor	0.860	0.000	0.000	0.000	0.860	Pk Hr Factor	0.973	0.000	0.000	0.000				

Prepared by NDS/ATD

Project #: FL16_3095_001 **City:** Cooper Creek

Location: N Hiatus Rd S/O NE Lake Blvd **Date:** 4/5/2016



Prepared by National Data & Surveying Services

SPEED

N Hiatus Rd N/O NE Lake Blvd

Day: Tuesday
Date: 4/5/2016

City: Cooper Creek
Project #: FL16_3095_002n

North Bound

Time	< 15	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40 - 44	45 - 49	50 - 54	55 - 59	60 - 64	65 - 69	70 +	Total
00:00 AM														0
00:15														0
00:30														0
00:45														0
01:00														0
01:15														0
01:30														0
01:45														0
02:00														0
02:15														0
02:30														0
02:45														0
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10:30														0
10:45														0
11:00														0
11:15														0
11:30														0
11:45														0
12:00 PM														0
12:15														0
12:30														0
12:45														0
13:00														0
13:15														0
13:30														0
13:45														0
14:00														0
14:15														0
14:30														0
14:45														0
15:00														0
15:15														0
15:30														0
15:45														0
16:00														0
16:15														0
16:30														0
16:45														0
17:00														0
17:15														0
17:30														0
17:45														0
18:00														0
18:15														0
18:30														0
18:45														0
19:00														0
19:15														0
19:30														0
19:45														0
20:00														0
20:15														0
20:30														0
20:45														0
21:00														0
21:15														0
21:30														0
21:45														0
22:00														0
22:15														0
22:30														0
22:45														0
23:00														0
23:15														0
23:30														0
23:45														0
Totals														
% of Totals														

AM Volumes	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% AM														
AM Peak Hour														
Volume														
PM Volumes	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% PM														
PM Peak Hour														
Volume														

Directional Peak Periods	AM 7-9			NOON 12-2			PM 4-6			Off Peak Volumes		
All Classes	Volume	↔	%	Volume	↔	%	Volume	↔	%	Volume	↔	%
	0		#VALUE!	0		#VALUE!	0		#VALUE!	#VALUE!		#VALUE!

Street Name	Direction	Percentiles					
		15th	50th	Average	85th	95th	ADT
N Hiatus Rd	North Bound						
N Hiatus Rd	South Bound	41	45	46	50	54	5906

Prepared by National Data & Surveying Services

SPEED

N Hiatus Rd N/O NE Lake Blvd

Day: Tuesday
Date: 4/5/2016

City: Cooper Creek
Project #: FL16_3095_002s

Meeting Date: 04/09/2024 Item #14.

South Bound

Time	< 15	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40 - 44	45 - 49	50 - 54	55 - 59	60 - 64	65 - 69	70 +	Total
00:00 AM	0	0	0	0	0	0	1	0	3	2	0	0	0	6
00:15	0	0	0	0	0	0	2	2	2	0	1	0	0	7
00:30	0	0	0	0	0	0	4	3	3	2	0	0	0	12
00:45	0	0	0	0	0	0	4	0	1	1	0	0	0	6
01:00	0	0	0	0	0	0	2	4	0	0	0	0	0	6
01:15	0	0	0	0	0	1	1	1	1	0	0	0	0	4
01:30	0	0	0	0	0	1	0	2	1	0	0	0	0	4
01:45	0	0	0	0	0	0	0	0	1	0	0	0	0	1
02:00	0	0	0	0	0	0	0	0	1	0	0	0	0	1
02:15	0	0	0	0	0	1	1	0	0	1	0	1	0	4
02:30	0	0	0	0	0	0	0	2	0	0	0	0	0	2
02:45	0	0	0	0	0	1	1	1	0	1	0	0	0	4
03:00	0	0	0	0	0	0	0	3	0	0	0	0	0	3
03:15	0	0	0	0	0	0	1	0	0	0	0	0	0	1
03:30	0	0	0	0	0	1	0	1	0	0	0	0	0	2
03:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	1	0	0	0	0	1
04:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:30	0	0	0	0	0	0	2	2	0	0	0	0	0	4
04:45	0	0	0	0	0	0	1	2	0	0	0	0	0	3
05:00	0	0	0	0	0	0	4	0	1	0	0	0	0	5
05:15	0	0	0	0	0	0	1	0	2	0	0	1	0	4
05:30	0	0	0	0	0	2	2	4	1	0	0	0	0	9
05:45	0	0	0	0	0	2	3	3	2	1	0	0	0	11
06:00	0	0	0	0	0	0	5	8	5	0	0	0	0	18
06:15	0	0	0	0	1	2	16	6	4	1	0	0	0	30
06:30	0	0	0	0	1	1	18	9	2	2	0	0	0	33
06:45	0	0	0	0	0	10	23	13	6	0	0	0	0	52
07:00	0	0	0	0	4	2	25	28	5	0	1	0	0	65
07:15	0	0	0	0	4	12	24	37	7	3	1	0	0	88
07:30	0	0	0	0	1	18	40	29	7	1	0	0	0	96
07:45	0	0	0	0	0	5	33	32	5	2	0	0	0	77
08:00	0	0	0	0	1	9	37	35	6	1	0	0	0	89
08:15	0	0	0	0	0	12	32	34	17	2	0	0	0	97
08:30	0	0	0	1	1	5	34	30	11	1	0	0	0	83
08:45	0	0	0	0	1	13	35	15	14	3	0	0	0	81
09:00	0	0	0	0	0	12	22	25	10	2	0	0	0	71
09:15	0	0	0	0	1	8	11	36	11	1	0	0	0	68
09:30	0	0	0	0	2	9	25	16	12	4	0	0	0	68
09:45	0	0	0	1	2	15	25	28	10	3	0	0	0	84
10:00	0	0	0	0	0	8	20	21	8	4	2	1	0	64
10:15	0	0	0	0	2	5	18	26	12	1	0	0	0	64
10:30	0	0	0	1	0	3	30	27	7	0	1	0	0	69
10:45	0	0	0	2	0	19	25	15	9	3	1	0	0	74
11:00	0	0	0	0	0	5	28	23	9	1	0	0	0	66
11:15	0	0	0	0	0	8	23	22	7	4	0	0	0	64
11:30	0	0	0	0	0	6	20	34	10	2	0	0	0	72
11:45	0	0	0	0	0	4	24	22	8	6	0	0	0	64
12:00 PM	0	0	0	0	4	6	29	27	10	1	0	0	0	77
12:15	0	0	0	0	0	5	34	34	15	1	0	0	0	89
12:30	0	0	0	0	0	10	25	28	9	4	2	0	0	78
12:45	0	0	0	0	2	15	41	28	8	1	0	0	0	95
13:00	0	0	0	0	0	13	29	25	10	1	1	0	0	79
13:15	0	0	0	2	2	6	39	22	6	1	1	0	0	79
13:30	0	0	0	0	0	8	25	31	14	2	1	0	0	81
13:45	0	0	0	0	0	5	40	39	12	4	0	0	0	100
14:00	0	0	0	0	1	7	28	24	10	3	0	0	0	73
14:15	0	0	0	0	1	9	29	34	14	2	0	0	0	89
14:30	0	0	0	0	0	12	27	30	9	0	0	0	0	78
14:45	0	0	0	0	1	12	43	48	18	0	1	0	0	123
15:00	0	0	0	0	0	16	33	46	14	7	0	0	0	116
15:15	0	0	0	0	0	17	52	41	15	0	0	0	0	125
15:30	0	0	0	0	0	11	32	44	13	7	0	0	0	107
15:45	0	0	0	0	0	15	56	42	11	5	1	0	0	130
16:00	0	0	0	0	1	12	33	41	12	3	0	0	0	102
16:15	0	0	0	0	0	3	37	56	21	1	0	0	0	118
16:30	0	0	0	0	1	5	32	47	15	6	1	0	0	107
16:45	0	0	0	0	0	10	55	43	19	5	2	0	0	134
17:00	0	0	0	0	2	9	63	52	21	1	0	0	0	148
17:15	0	0	0	0	4	6	48	46	22	9	1	0	0	136
17:30	0	0	0	0	1	7	44	58	19	4	1	0	0	134
17:45	0	0	0	0	0	8	62	59	19	4	0	0	0	152
18:00	0	0	0	0	0	3	35	65	25	3	0	0	0	131
18:15	0	0	0	0	0	11	46	67	15	5	0	0	0	144
18:30	0	0	0	0	0	10	53	51	13	3	0	0	0	130
18:45	0	0	0	0	0	15	49	34	13	0	1	0	0	112
19:00	0	0	0	0	1	9	33	32	12	2	1	0	0	90
19:15	0	0	0	0	1	8	39	46	15	1	0	0	0	110
19:30	0	0	0	0	1	13	43	15	8	4	0	0	0	84
19:45	0	0	0	0	1	13	39	39	5	2	0	0	0	99
20:00	0	0	0	0	1	5	33	19	9	2	0	0	0	69
20:15	0	0	0	0	1	11	40	30	8	1	0	0	0	91
20:30	0	0	0	0	1	17	36	24	6	0	0	0	0	84
20:45	0	0	0	2	2	10	20	15	5	1	0	0	0	55
21:00	0	0	0	0	0	6	20	33	6	2	0	1	0	68
21:15	0	0	0	0	0	5	22	17	7	3	0	0	0	54
21:30	0	0	0	0	0	2	18	20	8	4	0	0	0	52
21:45	0	0	0	0	2	7	17	14	3	4	0	0	0	47
22:00	0	0	0	1	0	2	14	16	5	3	1	1	0	43
22:15	0	0	0	0	0	4	13	16	5	1	1	0	0	40
22:30	0	0	0	0	1	2	9	9	9	1	0	0	0	31
22:45	0	0	0	0	1	4	5	5	6	0	0	0	0	21
23:00	0	0	0	0	0	1	7	4	5	3	0	0	0	20
23:15	0	0	0	0	0	1	10	6	3	2	0	0	0	22
23:30	0	0	0	0	0	0	2	5	0	0	0	0	0	7
23:45	0	0	0	0	1	2	3	5	3	1	0	0	0	15
Totals				10	57	588	2165	2134	751	175	23	5		5906
% of Totals				0%	1%	10%	37%	36%	13%	3%	0%	0%		100%

AM Volumes	0	0	0	5	21	200	623	602	221	55	7	3	0	1737
% AM				0%	0%	3%	11%	10%	4%	1%	0%	0%		29%
AM Peak Hour				10:00	06:30	07:15	07:30	07:15	08:15	11:00	10:00	01:30		07:30
Volume				3	9	44	142	133	52	13	4	1		359
PM Volumes	0	0	0	5	34	388	1542	1532	530	120	16	2	0	4169
% PM				0%	1%	7%	26%	26%	9%	2%	0%	0%		71%
PM Peak Hour				12:30	16:30	15:00	17:00	17:30	17:15	16:30	12:30	20:15		17:00
Volume				2	7	59	217	249	85	21	4	1		570

Directional Peak Periods	AM 7-9		NOON 12-2		PM 4-6		Off Peak Volumes	
All Classes	Volume	%	Volume	%	Volume	%	Volume	%
	676	11%	678	11%	1031	17%	3521	60%

Street Name	Direction	Percentiles					
		15th	50th	Average	85th	95th	ADT
N Hiatus Rd	North Bound						
N Hiatus Rd	South Bound	41	45	46	50	54	5906

Prepared by National Data & Surveying Services

SPEED

N Hiatus Rd N/O NE Lake Blvd

Day: Tuesday
Date: 4/5/2016

City: Cooper Creek
Project #: FL16_3095_002

Meeting Date: 04/09/2024 Item #14.

Summary

Time	< 15	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40 - 44	45 - 49	50 - 54	55 - 59	60 - 64	65 - 69	70 +	Total
00:00 AM	0	0	0	0	0	0	1	0	3	2	0	0	0	6
00:15	0	0	0	0	0	0	2	2	2	0	1	0	0	7
00:30	0	0	0	0	0	0	4	3	3	2	0	0	0	12
00:45	0	0	0	0	0	0	4	0	1	1	0	0	0	6
01:00	0	0	0	0	0	0	2	4	0	0	0	0	0	6
01:15	0	0	0	0	0	1	1	1	1	0	0	0	0	4
01:30	0	0	0	0	0	1	0	2	1	0	0	0	0	4
01:45	0	0	0	0	0	0	0	0	1	0	0	0	0	1
02:00	0	0	0	0	0	0	0	0	1	0	0	0	0	1
02:15	0	0	0	0	0	1	1	0	0	1	0	1	0	4
02:30	0	0	0	0	0	0	0	2	0	0	0	0	0	2
02:45	0	0	0	0	0	1	1	1	0	1	0	0	0	4
03:00	0	0	0	0	0	0	0	3	0	0	0	0	0	3
03:15	0	0	0	0	0	0	1	0	0	0	0	0	0	1
03:30	0	0	0	0	0	1	0	1	0	0	0	0	0	2
03:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	1	0	0	0	0	1
04:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:30	0	0	0	0	0	0	2	2	0	0	0	0	0	4
04:45	0	0	0	0	0	0	1	2	0	0	0	0	0	3
05:00	0	0	0	0	0	0	4	0	1	0	0	0	0	5
05:15	0	0	0	0	0	0	1	0	2	0	0	1	0	4
05:30	0	0	0	0	0	2	2	4	1	0	0	0	0	9
05:45	0	0	0	0	0	2	3	3	2	1	0	0	0	11
06:00	0	0	0	0	0	0	5	8	5	0	0	0	0	18
06:15	0	0	0	0	1	2	16	6	4	1	0	0	0	30
06:30	0	0	0	0	1	1	18	9	2	2	0	0	0	33
06:45	0	0	0	0	0	10	23	13	6	0	0	0	0	52
07:00	0	0	0	0	4	2	25	28	5	0	1	0	0	65
07:15	0	0	0	0	4	12	24	37	7	3	1	0	0	88
07:30	0	0	0	0	1	18	40	29	7	1	0	0	0	96
07:45	0	0	0	0	0	5	33	32	5	2	0	0	0	77
08:00	0	0	0	0	1	9	37	35	6	1	0	0	0	89
08:15	0	0	0	0	0	12	32	34	17	2	0	0	0	97
08:30	0	0	0	1	1	5	34	30	11	1	0	0	0	83
08:45	0	0	0	0	1	13	35	15	14	3	0	0	0	81
09:00	0	0	0	0	0	12	22	25	10	2	0	0	0	71
09:15	0	0	0	0	1	8	11	36	11	1	0	0	0	68
09:30	0	0	0	0	2	9	25	16	12	4	0	0	0	68
09:45	0	0	0	1	2	15	25	28	10	3	0	0	0	84
10:00	0	0	0	0	0	8	20	21	8	4	2	1	0	64
10:15	0	0	0	0	2	5	18	26	12	1	0	0	0	64
10:30	0	0	0	1	0	3	30	27	7	0	1	0	0	69
10:45	0	0	0	2	0	19	25	15	9	3	1	0	0	74
11:00	0	0	0	0	0	5	28	23	9	1	0	0	0	66
11:15	0	0	0	0	0	8	23	22	7	4	0	0	0	64
11:30	0	0	0	0	0	6	20	34	10	2	0	0	0	72
11:45	0	0	0	0	0	4	24	22	8	6	0	0	0	64
12:00 PM	0	0	0	0	4	6	29	27	10	1	0	0	0	77
12:15	0	0	0	0	0	5	34	34	15	1	0	0	0	89
12:30	0	0	0	0	0	10	25	28	9	4	2	0	0	78
12:45	0	0	0	0	2	15	41	28	8	1	0	0	0	95
13:00	0	0	0	0	0	13	29	25	10	1	1	0	0	79
13:15	0	0	0	2	2	6	39	22	6	1	1	0	0	79
13:30	0	0	0	0	0	8	25	31	14	2	1	0	0	81
13:45	0	0	0	0	0	5	40	39	12	4	0	0	0	100
14:00	0	0	0	0	1	7	28	24	10	3	0	0	0	73
14:15	0	0	0	0	1	9	29	34	14	2	0	0	0	89
14:30	0	0	0	0	0	12	27	30	9	0	0	0	0	78
14:45	0	0	0	0	1	12	43	48	18	0	1	0	0	123
15:00	0	0	0	0	0	16	33	46	14	7	0	0	0	116
15:15	0	0	0	0	0	17	52	41	15	0	0	0	0	125
15:30	0	0	0	0	0	11	32	44	13	7	0	0	0	107
15:45	0	0	0	0	0	15	56	42	11	5	1	0	0	130
16:00	0	0	0	0	1	12	33	41	12	3	0	0	0	102
16:15	0	0	0	0	0	3	37	56	21	1	0	0	0	118
16:30	0	0	0	0	1	5	32	47	15	6	1	0	0	107
16:45	0	0	0	0	0	10	55	43	19	5	2	0	0	134
17:00	0	0	0	0	2	9	63	52	21	1	0	0	0	148
17:15	0	0	0	0	4	6	48	46	22	9	1	0	0	136
17:30	0	0	0	0	1	7	44	58	19	4	1	0	0	134
17:45	0	0	0	0	0	8	62	59	19	4	0	0	0	152
18:00	0	0	0	0	0	3	35	65	25	3	0	0	0	131
18:15	0	0	0	0	0	11	46	67	15	5	0	0	0	144
18:30	0	0	0	0	0	10	53	51	13	3	0	0	0	130
18:45	0	0	0	0	0	15	49	34	13	0	1	0	0	112
19:00	0	0	0	0	1	9	33	32	12	2	1	0	0	90
19:15	0	0	0	0	1	8	39	46	15	1	0	0	0	110
19:30	0	0	0	0	1	13	43	15	8	4	0	0	0	84
19:45	0	0	0	0	1	13	39	39	5	2	0	0	0	99
20:00	0	0	0	0	1	5	33	19	9	2	0	0	0	69
20:15	0	0	0	0	1	11	40	30	8	1	0	0	0	91
20:30	0	0	0	0	1	17	36	24	6	0	0	0	0	84
20:45	0	0	0	2	2	10	20	15	5	1	0	0	0	55
21:00	0	0	0	0	0	6	20	33	6	2	0	1	0	68
21:15	0	0	0	0	0	5	22	17	7	3	0	0	0	54
21:30	0	0	0	0	0	2	18	20	8	4	0	0	0	52
21:45	0	0	0	0	2	7	17	14	3	4	0	0	0	47
22:00	0	0	0	1	0	2	14	16	5	3	1	1	0	43
22:15	0	0	0	0	0	4	13	16	5	1	1	0	0	40
22:30	0	0	0	0	1	2	9	9	9	1	0	0	0	31
22:45	0	0	0	0	1	4	5	5	6	0	0	0	0	21
23:00	0	0	0	0	0	1	7	4	5	3	0	0	0	20
23:15	0	0	0	0	0	1	10	6	3	2	0	0	0	22
23:30	0	0	0	0	0	0	2	5	0	0	0	0	0	7
23:45	0	0	0	0	1	2	3	5	3	1	0	0	0	15
Totals				10	57	588	2165	2134	751	175	23	5		5906
% of Totals				0%	1%	10%	37%	36%	13%	3%	0%	0%		100%

AM Volumes	0	0	0	5	21	200	623	602	221	55	7	3	0	1737
% AM				0%	0%	3%	11%	10%	4%	1%	0%	0%		29%
AM Peak Hour				10:00	06:30	07:15	07:30	07:15	08:15	11:00	10:00	01:30		07:30
Volume				3	9	44	142	133	52	13	4	1		359
PM Volumes	0	0	0	5	34	388	1542	1532	530	120	16	2	0	4169
% PM				0%	1%	7%	26%	26%	9%	2%	0%	0%		71%
PM Peak Hour				12:30	16:30	15:00	17:00	17:30	17:15	16:30	12:30	20:15		17:00
Volume				2	7	59	217	249	85	21	4	1		570

Directional Peak Periods	AM 7-9		NOON 12-2		PM 4-6		Off Peak Volumes	
All Classes	Volume	%	Volume	%	Volume	%	Volume	%
	676	11%	678	11%	1031	17%	3521	60%

Street Name	Direction	Percentiles					
		15th	50th	Average	85th	95th	ADT
N Hiatus Rd	Summary	41	45	46	50	54	5906

SPEED

N Hiatus Rd N/O NE Lake Blvd

Meeting Date: 04/09/2024 Item #14.

Day: Tuesday
Date: 4/5/2016

City: Cooper Creek
Project #: FL16_3095_002n

North Bound

Time	< 15	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40 - 44	45 - 49	50 - 54	55 - 59	60 - 64	65 - 69	70 +	Total
00:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
18:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
19:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Totals														
% of Totals														

AM Volumes	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% AM														
AM Peak Hour														
Volume														
PM Volumes	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% PM														
PM Peak Hour														
Volume														

Directional Peak Periods	AM 7-9			NOON 12-2			PM 4-6			Off Peak Volumes		
All Speeds	Volume	⟷	%	Volume	⟷	%	Volume	⟷	%	Volume	⟷	%
	0		#VALUE!	0		#VALUE!	0		#VALUE!	#VALUE!		#VALUE!

Street Name	Direction	Percentiles						
		15th	50th	Average	85th	95th	ADT	
N Hiatus Rd	North Bound							1559
N Hiatus Rd	South Bound	41	45	46	50	54	5906	

SPEED

N Hiatus Rd N/O NE Lake Blvd

Meeting Date: 04/09/2024 Item #14.

Day: Tuesday
Date: 4/5/2016

City: Cooper Creek
Project #: FL16_3095_002s

South Bound

Time	< 15	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40 - 44	45 - 49	50 - 54	55 - 59	60 - 64	65 - 69	70 +	Total
00:00 AM	0	0	0	0	0	0	11	5	9	5	1	0	0	31
01:00	0	0	0	0	0	2	3	7	3	0	0	0	0	15
02:00	0	0	0	0	0	2	2	3	1	2	0	1	0	11
03:00	0	0	0	0	0	1	1	4	0	0	0	0	0	6
04:00	0	0	0	0	0	0	3	5	0	0	0	0	0	8
05:00	0	0	0	0	0	4	10	7	6	1	0	1	0	29
06:00	0	0	0	0	2	13	62	36	17	3	0	0	0	133
07:00	0	0	0	0	9	37	122	126	24	6	2	0	0	326
08:00	0	0	0	1	3	39	138	114	48	7	0	0	0	350
09:00	0	0	0	1	5	44	83	105	43	10	0	0	0	291
10:00	0	0	0	3	2	35	93	89	36	8	4	1	0	271
11:00	0	0	0	0	0	23	95	101	34	13	0	0	0	266
12:00 PM	0	0	0	0	6	36	129	117	42	7	2	0	0	339
13:00	0	0	0	2	2	32	133	117	42	8	3	0	0	339
14:00	0	0	0	0	3	40	127	136	51	5	1	0	0	363
15:00	0	0	0	0	0	59	173	173	53	19	1	0	0	478
16:00	0	0	0	0	2	30	157	187	67	15	3	0	0	461
17:00	0	0	0	0	7	30	217	215	81	18	2	0	0	570
18:00	0	0	0	0	0	39	183	217	66	11	1	0	0	517
19:00	0	0	0	0	4	43	154	132	40	9	1	0	0	383
20:00	0	0	0	2	5	43	129	88	28	4	0	0	0	299
21:00	0	0	0	0	2	20	77	84	24	13	0	1	0	221
22:00	0	0	0	1	2	12	41	46	25	5	2	1	0	135
23:00	0	0	0	0	1	4	22	20	11	6	0	0	0	64
Totals				10	55	588	2165	2134	751	175	23	5		5906
% of Totals				0%	1%	10%	37%	36%	13%	3%	0%	0%		100%

AM Volumes	0	0	0	5	21	200	623	602	221	55	7	3	0	1737
% AM				0%	0%	3%	11%	10%	4%	1%	0%	0%		29%
AM Peak Hour				10:00	07:00	09:00	08:00	07:00	08:00	11:00	10:00	02:00		08:00
Volume				3	9	44	138	126	48	13	4	1		350
PM Volumes	0	0	0	5	34	388	1542	1532	530	120	16	2	0	4169
% PM				0%	1%	7%	26%	26%	9%	2%	0%	0%		71%
PM Peak Hour				13:00	17:00	15:00	17:00	18:00	17:00	15:00	13:00	21:00		17:00
Volume				2	7	59	217	217	81	19	3	1		570

Directional Peak Periods	AM 7-9			NOON 12-2			PM 4-6			Off Peak Volumes		
All Speeds	Volume	↔	%	Volume	↔	%	Volume	↔	%	Volume	↔	%
	676	↔	11%	678	↔	11%	1031	↔	17%	3521	↔	60%

Street Name	Direction	Percentiles						
		15th	50th	Average	85th	95th	ADT	
N Hiatus Rd	North Bound							1560
N Hiatus Rd	South Bound	41	45	46	50	54	5906	

SPEED

N Hiatus Rd N/O NE Lake Blvd

Meeting Date: 04/09/2024 Item #14.

Day: Tuesday
Date: 4/5/2016

City: Cooper Creek
Project #: FL16_3095_002

Summary

Time	< 15	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40 - 44	45 - 49	50 - 54	55 - 59	60 - 64	65 - 69	70 +	Total
00:00 AM	0	0	0	0	0	0	11	5	9	5	1	0	0	31
01:00	0	0	0	0	0	2	3	7	3	0	0	0	0	15
02:00	0	0	0	0	0	2	2	3	1	2	0	1	0	11
03:00	0	0	0	0	0	1	1	4	0	0	0	0	0	6
04:00	0	0	0	0	0	0	3	5	0	0	0	0	0	8
05:00	0	0	0	0	0	4	10	7	6	1	0	1	0	29
06:00	0	0	0	0	2	13	62	36	17	3	0	0	0	133
07:00	0	0	0	0	9	37	122	126	24	6	2	0	0	326
08:00	0	0	0	1	3	39	138	114	48	7	0	0	0	350
09:00	0	0	0	1	5	44	83	105	43	10	0	0	0	291
10:00	0	0	0	3	2	35	93	89	36	8	4	1	0	271
11:00	0	0	0	0	0	23	95	101	34	13	0	0	0	266
12:00 PM	0	0	0	0	6	36	129	117	42	7	2	0	0	339
13:00	0	0	0	2	2	32	133	117	42	8	3	0	0	339
14:00	0	0	0	0	3	40	127	136	51	5	1	0	0	363
15:00	0	0	0	0	0	59	173	173	53	19	1	0	0	478
16:00	0	0	0	0	2	30	157	187	67	15	3	0	0	461
17:00	0	0	0	0	7	30	217	215	81	18	2	0	0	570
18:00	0	0	0	0	0	39	183	217	66	11	1	0	0	517
19:00	0	0	0	0	4	43	154	132	40	9	1	0	0	383
20:00	0	0	0	2	5	43	129	88	28	4	0	0	0	299
21:00	0	0	0	0	2	20	77	84	24	13	0	1	0	221
22:00	0	0	0	1	2	12	41	46	25	5	2	1	0	135
23:00	0	0	0	0	1	4	22	20	11	6	0	0	0	64
Totals				10	55	588	2165	2134	751	175	23	5		5906
% of Totals				0%	1%	10%	37%	36%	13%	3%	0%	0%		100%

AM Volumes	0	0	0	5	21	200	623	602	221	55	7	3	0	1737
% AM				0%	0%	3%	11%	10%	4%	1%	0%	0%		29%
AM Peak Hour				10:00	07:00	09:00	08:00	07:00	08:00	11:00	10:00	02:00		08:00
Volume				3	9	44	138	126	48	13	4	1		350
PM Volumes	0	0	0	5	34	388	1542	1532	530	120	16	2	0	4169
% PM				0%	1%	7%	26%	26%	9%	2%	0%	0%		71%
PM Peak Hour				13:00	17:00	15:00	17:00	18:00	17:00	15:00	13:00	21:00		17:00
Volume				2	7	59	217	217	81	19	3	1		570

Directional Peak Periods	AM 7-9			NOON 12-2			PM 4-6			Off Peak Volumes		
All Speeds	Volume	↔	%	Volume	↔	%	Volume	↔	%	Volume	↔	%
	676	↔	11%	678	↔	11%	1031	↔	17%	3521	↔	60%

Street Name	Direction	Percentiles						
		15th	50th	Average	85th	95th	ADT	
N Hiatus Rd	Summary	41	45	46	50	54	5906	1561

DAILY TOTALS	NB	SB	EB	WB	To
	0	5,906	0	0	5,9

AM Period	NB	SB		EB	WB	TOTAL		PM Period	NB	SB		EB	WB	TOT
00:00	0	6		0	0	6		12:00	0	77		0	0	77
00:15	0	7		0	0	7		12:15	0	89		0	0	89
00:30	0	12		0	0	12		12:30	0	78		0	0	78
00:45	0	6	31	0	0	6	31	12:45	0	95	339	0	0	95
01:00	0	6		0	0	6		13:00	0	79		0	0	79
01:15	0	4		0	0	4		13:15	0	79		0	0	79
01:30	0	4		0	0	4		13:30	0	81		0	0	81
01:45	0	1	15	0	0	1	15	13:45	0	100	339	0	0	100
02:00	0	1		0	0	1		14:00	0	73		0	0	73
02:15	0	4		0	0	4		14:15	0	89		0	0	89
02:30	0	2		0	0	2		14:30	0	78		0	0	78
02:45	0	4	11	0	0	4	11	14:45	0	123	363	0	0	123
03:00	0	3		0	0	3		15:00	0	116		0	0	116
03:15	0	1		0	0	1		15:15	0	125		0	0	125
03:30	0	2		0	0	2		15:30	0	107		0	0	107
03:45	0	0	6	0	0		6	15:45	0	130	478	0	0	130
04:00	0	1		0	0	1		16:00	0	102		0	0	102
04:15	0	0		0	0			16:15	0	118		0	0	118
04:30	0	4		0	0	4		16:30	0	107		0	0	107
04:45	0	3	8	0	0	3	8	16:45	0	134	461	0	0	134
05:00	0	5		0	0	5		17:00	0	148		0	0	148
05:15	0	4		0	0	4		17:15	0	136		0	0	136
05:30	0	9		0	0	9		17:30	0	134		0	0	134
05:45	0	11	29	0	0	11	29	17:45	0	152	570	0	0	152
06:00	0	18		0	0	18		18:00	0	131		0	0	131
06:15	0	30		0	0	30		18:15	0	144		0	0	144
06:30	0	33		0	0	33		18:30	0	130		0	0	130
06:45	0	52	133	0	0	52	133	18:45	0	112	517	0	0	112
07:00	0	65		0	0	65		19:00	0	90		0	0	90
07:15	0	88		0	0	88		19:15	0	110		0	0	110
07:30	0	96		0	0	96		19:30	0	84		0	0	84
07:45	0	77	326	0	0	77	326	19:45	0	99	383	0	0	99
08:00	0	89		0	0	89		20:00	0	69		0	0	69
08:15	0	97		0	0	97		20:15	0	91		0	0	91
08:30	0	83		0	0	83		20:30	0	84		0	0	84
08:45	0	81	350	0	0	81	350	20:45	0	55	299	0	0	55
09:00	0	71		0	0	71		21:00	0	68		0	0	68
09:15	0	68		0	0	68		21:15	0	54		0	0	54
09:30	0	68		0	0	68		21:30	0	52		0	0	52
09:45	0	84	291	0	0	84	291	21:45	0	47	221	0	0	47
10:00	0	64		0	0	64		22:00	0	43		0	0	43
10:15	0	64		0	0	64		22:15	0	40		0	0	40
10:30	0	69		0	0	69		22:30	0	31		0	0	31
10:45	0	74	271	0	0	74	271	22:45	0	21	135	0	0	21
11:00	0	66		0	0	66		23:00	0	20		0	0	20
11:15	0	64		0	0	64		23:15	0	22		0	0	22
11:30	0	72		0	0	72		23:30	0	7		0	0	7
11:45	0	64	266	0	0	64	266	23:45	0	15	64	0	0	15
TOTALS		1737				1737		TOTALS		4169				
SPLIT %		100.0%				29.4%		SPLIT %		100.0%				

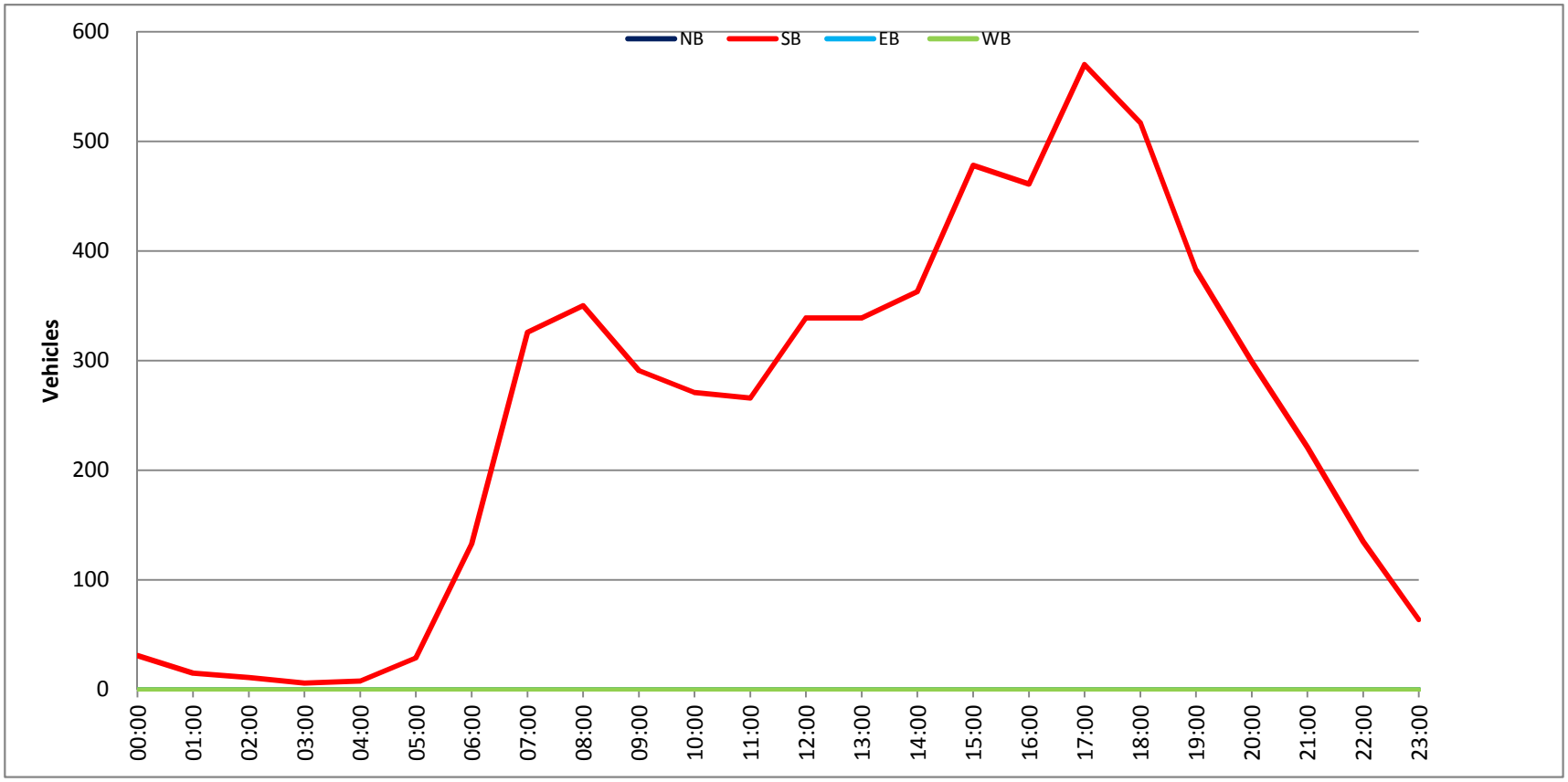
DAILY TOTALS	NB	SB	EB	WB	To
	0	5,906	0	0	5,9

AM Peak Hour		07:30			07:30	PM Peak Hour		17:00			
AM Pk Volume		359			359	PM Pk Volume		570			
Pk Hr Factor		0.925			0.925	Pk Hr Factor		0.923			
7 - 9 Volume	0	676	0	0	676	4 - 6 Volume	0	1031	0	0	
7 - 9 Peak Hour		07:30			07:30	4 - 6 Peak Hour		17:00			
7 - 9 Pk Volume	0	359	0	0	359	4 - 6 Pk Volume	0	570	0	0	
Pk Hr Factor	0.000	0.925	0.000	0.000	0.925	Pk Hr Factor	0.000	0.938	0.000	0.000	

Prepared by NDS/ATD

Project #: FL16_3095_002 **City:** Cooper Creek

Location: N Hiatus Rd N/O NE Lake Blvd **Date:** 4/5/2016



Prepared by NDS/ATD

VOLUME

NE Lake Blvd W/O N Hiatus Rd

Day: Tuesday
Date: 4/5/2016

City: Cooper City
Project #: FL16_3095_003

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	1,062	0	1,062

AM Period	NB	SB	EB		WB	TOTAL		PM Period	NB	SB	EB		WB	TOTAL	
00:00			4		0	4		12:00			13		0	13	
00:15			2		0	2		12:15			13		0	13	
00:30			0		0	0		12:30			13		0	13	
00:45			1	7	0	1	7	12:45			11	50	0	11	50
01:00			1		0	1		13:00			6		0	6	
01:15			0		0	0		13:15			14		0	14	
01:30			0		0	0		13:30			17		0	17	
01:45			2	3	0	2	3	13:45			23	60	0	23	60
02:00			1		0	1		14:00			15		0	15	
02:15			0		0	0		14:15			15		0	15	
02:30			0		0	0		14:30			19		0	19	
02:45			5	6	0	5	6	14:45			19	68	0	19	68
03:00			0		0	0		15:00			19		0	19	
03:15			0		0	0		15:15			14		0	14	
03:30			1		0	1		15:30			20		0	20	
03:45			1	2	0	1	2	15:45			16	69	0	16	69
04:00			0		0	0		16:00			21		0	21	
04:15			1		0	1		16:15			18		0	18	
04:30			0		0	0		16:30			19		0	19	
04:45			2	3	0	2	3	16:45			16	74	0	16	74
05:00			2		0	2		17:00			20		0	20	
05:15			2		0	2		17:15			14		0	14	
05:30			5		0	5		17:30			16		0	16	
05:45			7	16	0	7	16	17:45			11	61	0	11	61
06:00			4		0	4		18:00			20		0	20	
06:15			4		0	4		18:15			14		0	14	
06:30			18		0	18		18:30			23		0	23	
06:45			14	40	0	14	40	18:45			17	74	0	17	74
07:00			27		0	27		19:00			10		0	10	
07:15			41		0	41		19:15			14		0	14	
07:30			33		0	33		19:30			12		0	12	
07:45			27	128	0	27	128	19:45			15	51	0	15	51
08:00			22		0	22		20:00			16		0	16	
08:15			20		0	20		20:15			7		0	7	
08:30			21		0	21		20:30			18		0	18	
08:45			22	85	0	22	85	20:45			10	51	0	10	51
09:00			20		0	20		21:00			8		0	8	
09:15			16		0	16		21:15			5		0	5	
09:30			11		0	11		21:30			3		0	3	
09:45			11	58	0	11	58	21:45			4	20	0	4	20
10:00			12		0	12		22:00			4		0	4	
10:15			12		0	12		22:15			4		0	4	
10:30			15		0	15		22:30			2		0	2	
10:45			17	56	0	17	56	22:45			4	14	0	4	14
11:00			7		0	7		23:00			1		0	1	
11:15			25		0	25		23:15			0		0	0	
11:30			14		0	14		23:30			3		0	3	
11:45			14	60	0	14	60	23:45			2	6	0	2	6
TOTALS			464			464		TOTALS			598			598	
SPLIT %			100.0%			43.7%		SPLIT %			100.0%			56.3%	

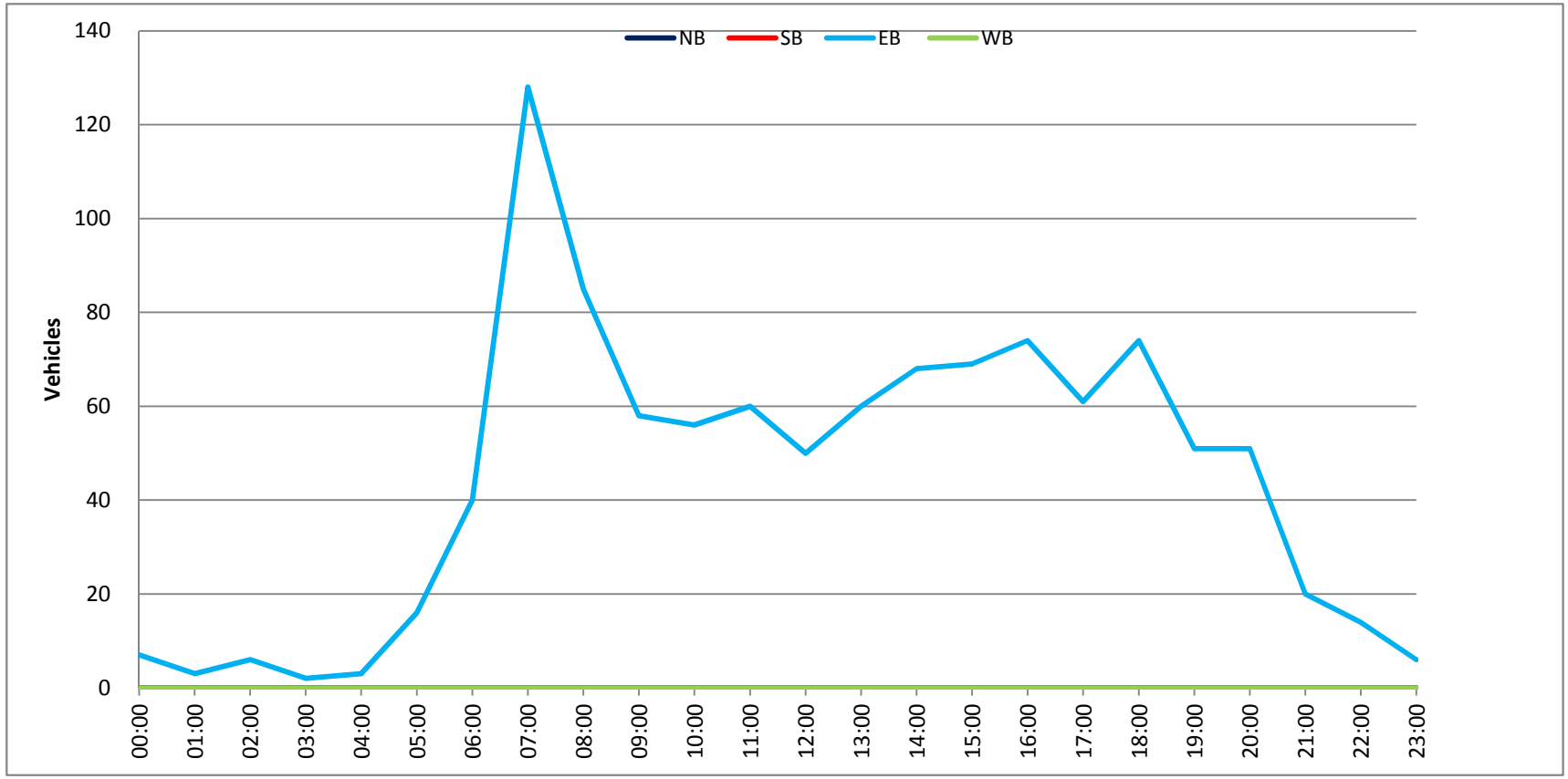
DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	1,062	0	1,062

AM Peak Hour			07:00		07:00			PM Peak Hour			15:30		15:30		
AM Pk Volume			128		128			PM Pk Volume			75		75		
Pk Hr Factor			0.780		0.780			Pk Hr Factor			0.893		0.893		
7 - 9 Volume	0	0	213	0	213			4 - 6 Volume	0	0	135	0	135		
7 - 9 Peak Hour			07:00		07:00			4 - 6 Peak Hour			16:00		16:00		
7 - 9 Pk Volume	0	0	128	0	128			4 - 6 Pk Volume	0	0	74	0	74		
Pk Hr Factor	0.000	0.000	0.780	0.000	0.780			Pk Hr Factor	0.000	0.000	0.881	0.000	0.881		

Prepared by NDS/ATD

Project #: FL16_3095_003 **City:** Cooper City

Location: NE Lake Blvd W/O N Hiatus Rd **Date:** 4/5/2016



Prepared by NDS/ATD

VOLUME

NE Lake Blvd E/O N Hiatus Rd

Day: Tuesday
Date: 4/5/2016

City: Cooper City
Project #: FL16_3095_004

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	0	1,221	1,221

AM Period	NB	SB	EB	WB		TOTAL		PM Period	NB	SB	EB	WB		TOTAL	
00:00			0	0		0		12:00			0	17		17	
00:15			0	3		3		12:15			0	20		20	
00:30			0	0		0		12:30			0	17		17	
00:45			0	0	3	0	3	12:45			0	12	66	12	66
01:00			0	0		0		13:00			0	23		23	
01:15			0	0		0		13:15			0	20		20	
01:30			0	0		0		13:30			0	13		13	
01:45			0	0		0		13:45			0	13	69	13	69
02:00			0	0		0		14:00			0	9		9	
02:15			0	0		0		14:15			0	21		21	
02:30			0	1		1		14:30			0	17		17	
02:45			0	0	1	0	1	14:45			0	20	67	20	67
03:00			0	0		0		15:00			0	19		19	
03:15			0	2		2		15:15			0	12		12	
03:30			0	0		0		15:30			0	19		19	
03:45			0	0	2	0	2	15:45			0	21	71	21	71
04:00			0	0		0		16:00			0	18		18	
04:15			0	2		2		16:15			0	22		22	
04:30			0	1		1		16:30			0	25		25	
04:45			0	3	6	3	6	16:45			0	25	90	25	90
05:00			0	4		4		17:00			0	21		21	
05:15			0	1		1		17:15			0	14		14	
05:30			0	5		5		17:30			0	33		33	
05:45			0	7	17	7	17	17:45			0	22	90	22	90
06:00			0	9		9		18:00			0	12		12	
06:15			0	11		11		18:15			0	28		28	
06:30			0	19		19		18:30			0	19		19	
06:45			0	24	63	24	63	18:45			0	15	74	15	74
07:00			0	25		25		19:00			0	20		20	
07:15			0	21		21		19:15			0	17		17	
07:30			0	26		26		19:30			0	18		18	
07:45			0	36	108	36	108	19:45			0	21	76	21	76
08:00			0	17		17		20:00			0	11		11	
08:15			0	29		29		20:15			0	16		16	
08:30			0	33		33		20:30			0	12		12	
08:45			0	26	105	26	105	20:45			0	7	46	7	46
09:00			0	28		28		21:00			0	10		10	
09:15			0	16		16		21:15			0	13		13	
09:30			0	17		17		21:30			0	2		2	
09:45			0	23	84	23	84	21:45			0	10	35	10	35
10:00			0	18		18		22:00			0	6		6	
10:15			0	12		12		22:15			0	4		4	
10:30			0	23		23		22:30			0	2		2	
10:45			0	11	64	11	64	22:45			0	5	17	5	17
11:00			0	15		15		23:00			0	2		2	
11:15			0	15		15		23:15			0	3		3	
11:30			0	12		12		23:30			0	3		3	
11:45			0	17	59	17	59	23:45			0	0	8	0	8
TOTALS					512		512	TOTALS					709		709
SPLIT %					100.0%		41.9%	SPLIT %					100.0%		58.1%

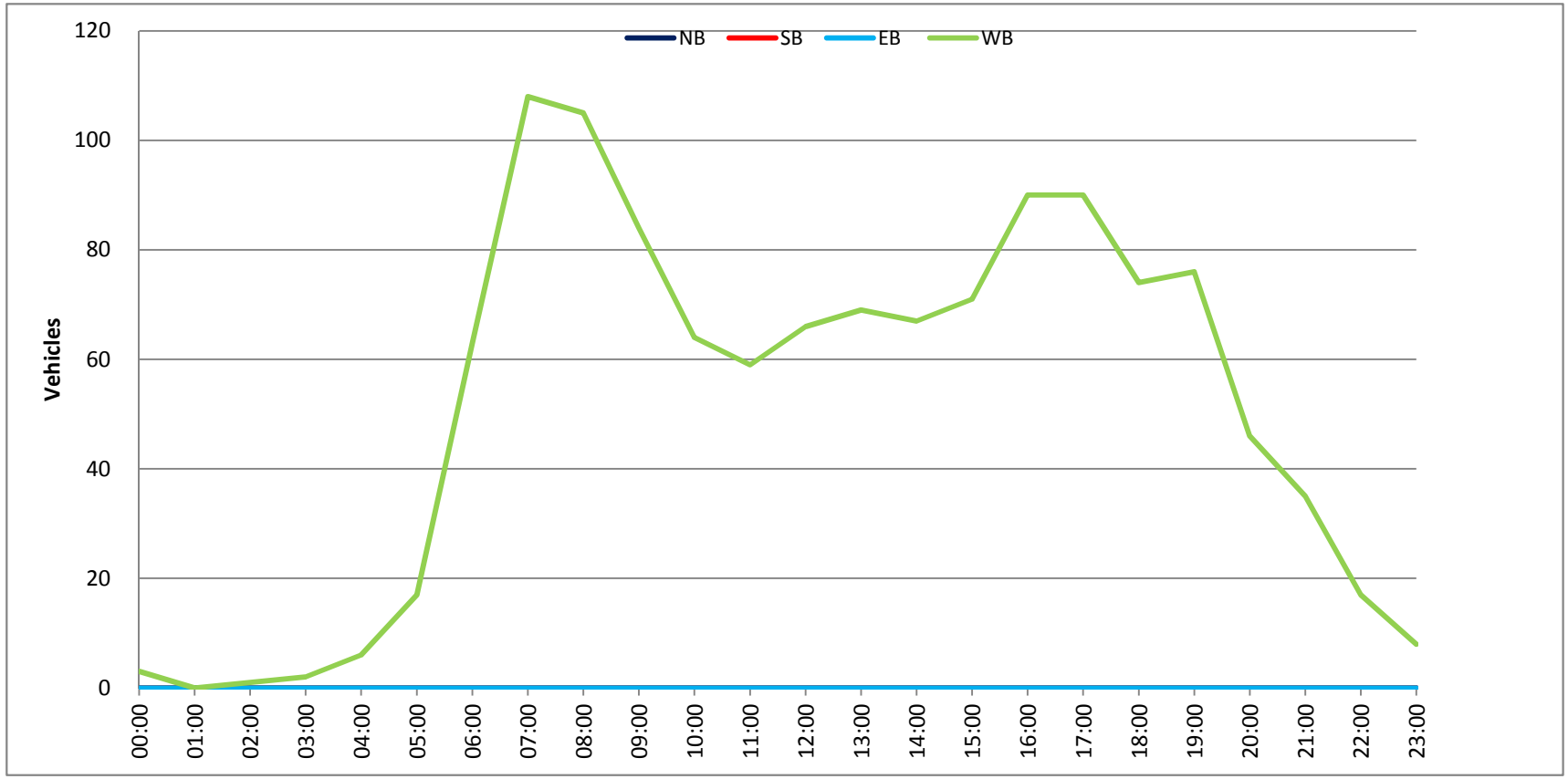
DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	0	1,221	1,221

AM Peak Hour					08:15		08:15	PM Peak Hour					17:30		17:30
AM Pk Volume					116		116	PM Pk Volume					95		95
Pk Hr Factor					0.879		0.879	Pk Hr Factor					0.720		0.720
7 - 9 Volume	0	0	0		213		213	4 - 6 Volume	0	0	0		180		180
7 - 9 Peak Hour					07:45		07:45	4 - 6 Peak Hour					16:15		16:15
7 - 9 Pk Volume	0	0	0		115		115	4 - 6 Pk Volume	0	0	0		93		93
Pk Hr Factor	0.000	0.000	0.000		0.799		0.799	Pk Hr Factor	0.000	0.000	0.000		0.930		0.930

Prepared by NDS/ATD

Project #: FL16_3095_004 **City:** Cooper City

Location: NE Lake Blvd E/O N Hiatus Rd **Date:** 4/5/2016



Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 16-3096-001

Day: Tuesday

City: Cooper City

Date: 4/5/2016

AM

NS/EW Streets:	N. Hiatus Rd			N. Hiatus Rd			NE Lake Blvd			NE Lake Blvd			
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTAL
LANES:	1	1	1	1	1	1	1	1	0	0.5	0.5	1	
7:00 AM	3	78	3	2	55	7	16	0	8	14	2	9	197
7:15 AM	8	131	7	2	75	11	15	0	28	17	0	5	299
7:30 AM	6	155	27	4	83	11	18	0	16	9	1	12	342
7:45 AM	5	180	23	3	63	9	9	0	16	21	2	16	347
8:00 AM	11	139	20	4	80	6	10	3	11	10	0	8	302
8:15 AM	6	87	4	4	81	12	11	1	7	15	3	10	241
8:30 AM	11	89	7	0	76	7	6	1	15	24	2	8	246
8:45 AM	2	96	5	3	73	5	12	0	9	15	3	7	230
9:00 AM	7	83	8	6	56	7	7	0	12	15	1	11	213
9:15 AM	6	56	7	4	58	8	7	1	10	13	0	5	175
9:30 AM	2	43	6	3	54	9	5	0	6	9	0	5	142
9:45 AM	4	59	7	6	74	5	4	0	7	12	3	11	192
	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTAL
TOTAL VOLUMES :	71	1196	124	41	828	97	120	6	145	174	17	107	2926
APPROACH %'s :	5.10%	85.98%	8.91%	4.24%	85.71%	10.04%	44.28%	2.21%	53.51%	58.39%	5.70%	35.91%	
PEAK HR START TIME :	715 AM												TOTAL
PEAK HR VOL :	30	605	77	13	301	37	52	3	71	57	3	41	1290
PEAK HR FACTOR :		0.856			0.895			0.733			0.647		0.929

CONTROL : 2-Way Stop (EB/WB)

Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 16-3096-001

Day: Tuesday

City: Cooper City

Date: 4/5/2016

PM

NS/EW Streets:	N. Hiatus Rd			N. Hiatus Rd			NE Lake Blvd			NE Lake Blvd			
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTAL
LANES:	1	1	1	1	1	1	1	1	0	0.5	0.5	1	
3:00 PM	11	110	20	10	91	13	5	3	11	8	1	8	291
3:15 PM	13	113	13	7	105	14	6	1	7	7	2	4	292
3:30 PM	10	109	23	5	87	15	5	6	8	6	4	6	284
3:45 PM	5	89	21	12	100	15	4	2	11	11	8	4	282
4:00 PM	12	116	16	11	81	13	4	5	11	11	4	3	287
4:15 PM	10	99	19	6	96	15	5	4	10	10	2	8	284
4:30 PM	20	105	19	13	79	14	4	3	12	16	1	9	295
4:45 PM	14	103	18	11	99	26	3	1	12	11	1	13	312
5:00 PM	19	94	27	10	110	26	6	1	12	11	0	10	326
5:15 PM	21	106	12	14	110	15	3	2	8	11	1	2	305
5:30 PM	15	110	28	12	105	17	6	3	9	14	3	15	337
5:45 PM	15	100	20	8	123	17	4	0	7	9	2	12	317
6:00 PM	23	97	21	13	108	15	7	2	10	10	0	2	308
6:15 PM	14	91	24	16	109	19	0	5	10	16	1	9	314
6:30 PM	17	75	22	13	94	22	7	4	12	11	2	8	287
6:45 PM	14	102	19	6	88	19	4	3	10	9	5	1	280
7:00 PM	18	73	21	8	71	11	1	2	6	12	4	4	231
7:15 PM	10	71	13	10	89	10	2	4	9	15	2	0	235
7:30 PM	17	72	17	8	64	13	3	2	7	7	3	8	221
7:45 PM	13	56	22	6	81	12	2	2	11	10	2	9	226
	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTAL
TOTAL VOLUMES :	291	1891	395	199	1890	321	81	55	193	215	48	135	5714
APPROACH %'s :	11.29%	73.38%	15.33%	8.26%	78.42%	13.32%	24.62%	16.72%	58.66%	54.02%	12.06%	33.92%	
PEAK HR START TIME :	500 PM												TOTAL
PEAK HR VOL :	70	410	87	44	448	75	19	6	36	45	6	39	1285
PEAK HR FACTOR :		0.926			0.958			0.803			0.703		0.953

CONTROL : 2-Way Stop (EB/WB)

ITM Peak Hour Summary

Prepared by:

National Data & Surveying Services

N. Hiatus Rd and NE Lake Blvd , Cooper City

Date: 4/5/2016
Day: Tuesday
Project #: 16-3096-001
City: Cooper City

AM Peak Hour	715 AM
NOON Peak Hour	
PM Peak Hour	500 PM

Peak Hour Summary

Southbound Approach

Lanes	1	1	1		
AM	37	301	13	698	AM
NOON	0	0	0	0	NOON
PM	75	448	44	468	PM

N. Hiatus Rd

NE Lake Blvd

Eastbound Approach

	AM	NOON	PM	
	70	0	151	
1	52	0	19	
1	3	0	6	
0	71	0	36	
Lanes	AM	NOON	PM	

CONTROL

2-Way Stop (EB/WB)

Westbound Approach

	AM	NOON	PM	Lanes
	41	0	39	1
	3	0	6	0.5
	57	0	45	0.5
	93	0	137	
	AM	NOON	PM	

Count Periods	Start	End
AM	7:00 AM	10:00 AM
NOON	NONE	NONE
PM	3:00 PM	8:00 PM

AM	429	30	605	77	AM
NOON	0	0	0	0	NOON
PM	529	70	410	87	PM
		1	1	1	Lanes

Northbound Approach

Total Ins & Outs

		North Leg				
		351	698	AM		
		0	0	NOON		
		567	468	PM		
AM	NOON	PM	East Leg			
70	0	151	101	0	90	
126	0	61	93	0	137	
West Leg			AM	NOON	PM	
		AM	429	712		
		NOON	0	0		
		PM	529	567		
			South Leg			

Total Volume Per Leg

		North Leg				
		1049	AM			
		0	NOON			
		1035	PM			
AM	NOON	PM	East Leg			
196	0	212	194	0	227	
West Leg			AM	NOON	PM	
		AM	1141			
		NOON	0			
		PM	1096			
			South Leg			

PREPARED BY NATIONAL DATA & SURVEYING SERVICES

PROJECT#: 16-3096-001
N/S Street: N. Hiatus Rd
E/W Street: NE Lake Blvd
DATE: 4/5/2016 DAY: Tuesday
CITY: Cooper City

A M

PEDESTRIANS

TIME	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG	
	EB	WB	EB	WB	NB	SB	NB	SB
7:00 AM	0	0	0	0	0	0	1	1
7:15 AM	0	0	0	0	0	0	0	0
7:30 AM	0	0	0	0	1	0	1	0
7:45 AM	0	0	0	0	2	1	0	0
8:00 AM	2	2	0	0	0	0	0	0
8:15 AM	0	0	0	0	1	2	0	0
8:30 AM	0	0	0	0	0	0	0	0
8:45 AM	0	0	0	0	1	0	0	0
9:00 AM	0	0	0	0	0	0	0	0
9:15 AM	0	0	0	0	0	0	0	0
9:30 AM	0	1	0	0	0	0	0	0
9:45 AM	0	0	0	0	0	0	0	0
TOTALS	**2**	**3**	**0**	**0**	**5**	**3**	**2**	**1**

BIKES

TIME	NB			SB			EB			WB		
	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0
7:15 AM	0	0	0	0	0	0	0	0	0	0	0	0
7:30 AM	0	0	0	0	2	0	0	0	2	0	1	0
7:45 AM	0	0	0	0	0	0	0	0	0	0	0	0
8:00 AM	0	1	0	0	0	0	0	0	0	0	0	0
8:15 AM	0	1	0	1	0	0	0	0	0	0	0	0
8:30 AM	0	2	0	0	0	0	1	0	0	0	1	0
8:45 AM	0	0	0	0	0	0	0	0	0	0	0	0
9:00 AM	0	1	0	0	0	0	0	0	0	0	0	0
9:15 AM	0	0	0	0	0	0	0	0	0	0	0	0
9:30 AM	0	0	0	0	0	0	0	0	0	0	0	0
9:45 AM	0	0	0	0	0	0	0	0	0	0	0	0
TOTALS	**0**	**5**	**0**	**1**	**2**	**0**	**1**	**0**	**2**	**0**	**2**	**0**

P M

PEDESTRIANS

TIME	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG	
	EB	WB	EB	WB	NB	SB	NB	SB
3:00 PM	0	0	0	0	0	0	0	0
3:15 PM	1	0	0	0	1	1	0	0
3:30 PM	0	0	0	0	0	1	0	0
3:45 PM	0	0	0	0	0	0	0	0
4:00 PM	0	0	0	0	1	0	0	0
4:15 PM	0	0	0	0	0	0	0	0
4:30 PM	0	0	0	0	0	0	0	0
4:45 PM	0	0	0	0	0	0	0	0
5:00 PM	0	0	0	0	0	0	0	0
5:15 PM	0	0	0	0	0	0	0	0
5:30 PM	0	0	0	0	1	0	0	0
5:45 PM	0	0	1	0	0	0	0	0
6:00 PM	0	0	0	0	0	0	0	0
6:15 PM	0	0	0	0	0	0	0	0
6:30 PM	0	1	0	0	2	0	0	0
6:45 PM	0	0	0	0	0	0	0	0
7:00 PM	0	0	0	0	0	0	0	0
7:15 PM	0	0	0	0	1	0	0	1
7:30 PM	0	0	0	0	1	0	0	0
7:45 PM	0	0	0	0	0	1	0	0
TOTALS	**1**	**1**	**1**	**0**	**7**	**3**	**0**	**1**

BIKES

TIME	NB			SB			EB			WB		
	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR
3:00 PM	0	0	0	1	0	0	0	0	0	0	0	0
3:15 PM	0	0	0	0	0	0	0	0	0	0	0	0
3:30 PM	0	0	0	0	0	0	0	0	0	0	0	0
3:45 PM	0	0	0	0	0	0	0	0	0	0	0	0
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0
4:15 PM	0	1	0	0	0	0	0	0	0	0	0	0
4:30 PM	0	1	0	0	1	0	0	0	0	0	0	0
4:45 PM	0	1	0	0	0	0	0	0	0	0	0	0
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0
5:15 PM	0	0	0	0	2	0	0	0	0	0	0	0
5:30 PM	0	0	0	0	1	0	0	0	0	0	0	0
5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0
6:00 PM	0	0	0	0	1	0	0	0	0	0	0	0
6:15 PM	0	0	0	0	0	0	0	0	0	0	0	0
6:30 PM	0	0	0	0	0	0	0	0	0	0	0	0
6:45 PM	0	0	0	0	1	1	0	2	1	0	0	0
7:00 PM	0	2	0	0	0	1	0	0	0	0	0	0
7:15 PM	0	4	0	0	3	0	0	0	0	0	0	0
7:30 PM	0	0	0	0	2	0	1	1	0	0	0	0
7:45 PM	0	0	0	0	2	0	0	0	0	0	0	0
TOTALS	**0**	**9**	**0**	**1**	**13**	**2**	**1**	**3**	**1**	**0**	**0**	**0**

Project ID: 16-3096-001
Location: N. Hiatus Rd & NE Lake Blvd
City: Cooper City

Day: Tuesday
Date: 4/5/2016

Groups Printed - Cars, PU, Vans - Heavy Trucks

	N. Hiatus Rd Northbound					N. Hiatus Rd Southbound					NE Lake Blvd Eastbound					NE Lake Blvd Westbound					
Start Time	Left	Thru	Rgt	Peds	App. Total	Left	Thru	Rgt	Peds	App. Total	Left	Thru	Rgt	Peds	App. Total	Left	Thru	Rgt	Peds	App. Total	Int. Total
7:00 AM	3	78	3	0	84	2	55	7	0	64	16	0	8	2	24	14	2	9	0	25	197
7:15 AM	8	131	7	0	146	2	75	11	0	88	15	0	28	0	43	17	0	5	0	22	299
7:30 AM	6	155	27	0	188	4	83	11	0	98	18	0	16	1	34	9	1	12	1	22	342
7:45 AM	5	180	23	0	208	3	63	9	0	75	9	0	16	0	25	21	2	16	3	39	347
Total	22	544	60	0	626	11	276	38	0	325	58	0	68	3	126	61	5	42	4	108	1185
8:00 AM	11	139	20	0	170	4	80	6	4	90	10	3	11	0	24	10	0	8	0	18	302
8:15 AM	6	87	4	0	97	4	81	12	0	97	11	1	7	0	19	15	3	10	3	28	241
8:30 AM	11	89	7	0	107	0	76	7	0	83	6	1	15	0	22	24	2	8	0	34	246
8:45 AM	2	96	5	0	103	3	73	5	0	81	12	0	9	0	21	15	3	7	1	25	230
Total	30	411	36	0	477	11	310	30	4	351	39	5	42	0	86	64	8	33	4	105	1019
9:00 AM	7	83	8	0	98	6	56	7	0	69	7	0	12	0	19	15	1	11	0	27	213
9:15 AM	6	56	7	0	69	4	58	8	0	70	7	1	10	0	18	13	0	5	0	18	175
9:30 AM	2	43	6	0	51	3	54	9	1	66	5	0	6	0	11	9	0	5	0	14	142
9:45 AM	4	59	7	0	70	6	74	5	0	85	4	0	7	0	11	12	3	11	0	26	192
Total	19	241	28	0	288	19	242	29	1	290	23	1	35	0	59	49	4	32	0	85	722
BREAK																					
3:00 PM	11	110	20	0	141	10	91	13	0	114	5	3	11	0	19	8	1	8	0	17	291
3:15 PM	13	113	13	0	139	7	105	14	1	126	6	1	7	0	14	7	2	4	2	13	292
3:30 PM	10	109	23	0	142	5	87	15	0	107	5	6	8	0	19	6	4	6	1	16	284
3:45 PM	5	89	21	0	115	12	100	15	0	127	4	2	11	0	17	11	8	4	0	23	282
Total	39	421	77	0	537	34	383	57	1	474	20	12	37	0	69	32	15	22	3	69	1149
4:00 PM	12	116	16	0	144	11	81	13	0	105	4	5	11	0	20	11	4	3	1	18	287
4:15 PM	10	99	19	0	128	6	96	15	0	117	5	4	10	0	19	10	2	8	0	20	284
4:30 PM	20	105	19	0	144	13	79	14	0	106	4	3	12	0	19	16	1	9	0	26	295
4:45 PM	14	103	18	0	135	11	99	26	0	136	3	1	12	0	16	11	1	13	0	25	312
Total	56	423	72	0	551	41	355	68	0	464	16	13	45	0	74	48	8	33	1	89	1178
5:00 PM	19	94	27	0	140	10	110	26	0	146	6	1	12	0	19	11	0	10	0	21	326
5:15 PM	21	106	12	0	139	14	110	15	0	139	3	2	8	0	13	11	1	2	0	14	305
5:30 PM	15	110	28	0	153	12	105	17	0	134	6	3	9	0	18	14	3	15	1	32	337
5:45 PM	15	100	20	1	135	8	123	17	0	148	4	0	7	0	11	9	2	12	0	23	317
Total	70	410	87	1	567	44	448	75	0	567	19	6	36	0	61	45	6	39	1	90	1285
6:00 PM	23	97	21	0	141	13	108	15	0	136	7	2	10	0	19	10	0	2	0	12	308
6:15 PM	14	91	24	0	129	16	109	19	0	144	0	5	10	0	15	16	1	9	0	26	314
6:30 PM	17	75	22	0	114	13	94	22	1	129	7	4	12	0	23	11	2	8	2	21	287
6:45 PM	14	102	19	0	135	6	88	19	0	113	4	3	10	0	17	9	5	1	0	15	280
Total	68	365	86	0	519	48	399	75	1	522	18	14	42	0	74	46	8	20	2	74	1189
7:00 PM	18	73	21	0	112	8	71	11	0	90	1	2	6	0	9	12	4	4	0	20	231
7:15 PM	10	71	13	0	94	10	89	10	0	109	2	4	9	1	15	15	2	0	1	17	235
7:30 PM	17	72	17	0	106	8	64	13	0	85	3	2	7	0	12	7	3	8	1	18	221
7:45 PM	13	56	22	0	91	6	81	12	0	99	2	2	11	0	15	10	2	9	1	21	226
Total	58	272	73	0	403	32	305	46	0	383	8	10	33	1	51	44	11	21	3	76	913
Grand Total	362	3087	519	1	3968	240	2718	418	7	3376	201	61	338	4	600	389	65	242	18	696	8640
Apprch %	9.1	77.8	13.1	0.0		7.1	80.5	12.4	0.2		33.5	10.2	56.3	0.7		55.9	9.3	34.8	2.6		
Total %	4.2	35.7	6.0	0.0	45.9	2.8	31.5	4.8	0.1	39.1	2.3	0.7	3.9	0.0	6.9	4.5	0.8	2.8	0.2	8.1	
Cars, PU, Vans	362	3085	519	1	3966	238	2716	418	7	3372	201	61	338	4	600	389	65	242	18	696	8634
% Cars, PU, Vans	100.0	99.9	100.0	100.0	99.9	99.2	99.9	100.0	100.0	99.9	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	99.9
Heavy Trucks	0	2	0		2	2	2	0		4	0	0	0		0	0	0	0		0	6
%Heavy Trucks	0.0	0.1	0.0	0.0	0.1	0.8	0.1	0.0	0.0	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.1

Project ID: 16-3096-001
Location: N. Hiatus Rd & NE Lake Blv
City: Cooper City

PEAK HOURS

Day: Tuesday
Date: 4/5/2016

AM

	N. Hiatus Rd Northbound				N. Hiatus Rd Southbound				NE Lake Blvd Eastbound				NE Lake Blvd Westbound				
Start Time	Left	Thru	Rgt	App. Total	Left	Thru	Rgt	App. Total	Left	Thru	Rgt	App. Total	Left	Thru	Rgt	App. Total	Int. Total
Peak Hour Analysis from 07:00 AM to 10:00 AM																	
Peak Hour for Entire Intersection Begins at 07:15 AM																	
7:15 AM	8	131	7	146	2	75	11	88	15	0	28	43	17	0	5	22	299
7:30 AM	6	155	27	188	4	83	11	98	18	0	16	34	9	1	12	22	342
7:45 AM	5	180	23	208	3	63	9	75	9	0	16	25	21	2	16	39	347
8:00 AM	11	139	20	170	4	80	6	90	10	3	11	24	10	0	8	18	302
Total Volume	30	605	77	712	13	301	37	351	52	3	71	126	57	3	41	101	1290
% App. Total	4.2	85.0	10.8	100	3.7	85.8	10.5	100	41.3	2.4	56.3	100	56.4	3.0	40.6	100	
PHF				0.856				0.895				0.733				0.647	0.929
Cars, PU, Vans	30	605	77	712	12	301	37	350	52	3	71	126	57	3	41	101	1289
% Cars, PU, Vans	100.0	100.0	100.0	100.0	92.3	100.0	100.0	99.7	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	99.9
Heavy Trucks	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	1
%Heavy Trucks	0.0	0.0	0.0	0.0	7.7	0.0	0.0	0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.1

PM

	N. Hiatus Rd Northbound				N. Hiatus Rd Southbound				NE Lake Blvd Eastbound				NE Lake Blvd Westbound				
Start Time	Left	Thru	Rgt	App. Total	Left	Thru	Rgt	App. Total	Left	Thru	Rgt	App. Total	Left	Thru	Rgt	App. Total	Int. Total
Peak Hour Analysis from 03:00 PM to 08:00 PM																	
Peak Hour for Entire Intersection Begins at 05:00 PM																	
5:00 PM	19	94	27	140	10	110	26	146	6	1	12	19	11	0	10	21	326
5:15 PM	21	106	12	139	14	110	15	139	3	2	8	13	11	1	2	14	305
5:30 PM	15	110	28	153	12	105	17	134	6	3	9	18	14	3	15	32	337
5:45 PM	15	100	20	135	8	123	17	148	4	0	7	11	9	2	12	23	317
Total Volume	70	410	87	567	44	448	75	567	19	6	36	61	45	6	39	90	1285
% App. Total	12.3	72.3	15.3	100	7.8	79.0	13.2	100	31.1	9.8	59.0	100	50.0	6.7	43.3	100	
PHF				0.926				0.958				0.803				0.703	0.953
Cars, PU, Vans	70	410	87	567	44	448	75	567	19	6	36	61	45	6	39	90	1285
% Cars, PU, Vans	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0
Heavy Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
%Heavy Trucks	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 16-3096-001

Day: Tuesday

City: Cooper City

Date: 4/5/2016

AM

NS/EW Streets:	N. Hiatus Rd			N. Hiatus Rd			NE Lake Blvd			NE Lake Blvd			
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTAL
LANES:	1	1	1	1	1	1	1	1	0	0.5	0.5	1	
7:00 AM	0	0	0	1	0	0	0	0	0	0	0	0	1
7:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	
7:30 AM	0	0	0	1	0	0	0	0	0	0	0	0	1
7:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	
8:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	
8:30 AM	0	0	0	0	1	0	0	0	0	0	0	0	1
8:45 AM	0	1	0	0	1	0	0	0	0	0	0	0	2
9:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	
9:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	
9:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	
9:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTAL
TOTAL VOLUMES :	0	1	0	2	2	0	0	0	0	0	0	0	5
APPROACH %'s :	0.00%	100.00%	0.00%	50.00%	50.00%	0.00%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
PEAK HR START TIME :	715 AM												TOTAL
PEAK HR VOL :	0	0	0	1	0	0	0	0	0	0	0	0	1
PEAK HR FACTOR :		0.000			0.250			0.000			0.000		0.250

CONTROL : 2-Way Stop (EB/WB)

Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 16-3096-001 **Day:** Tuesday

City: Cooper City **Date:** 4/5/2016

PM

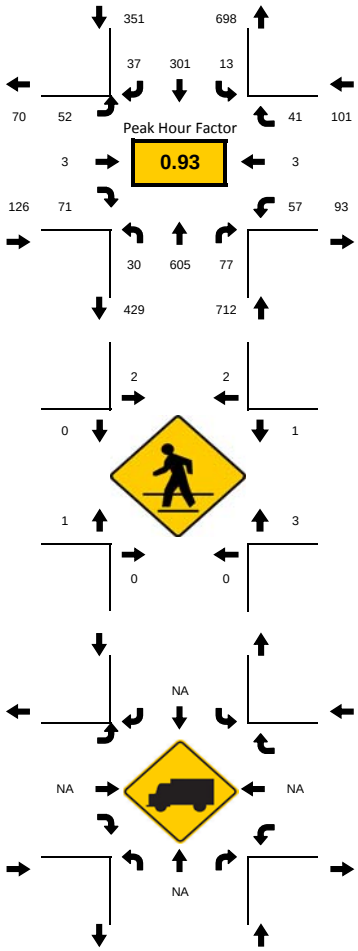
NS/EW Streets:	N. Hiatus Rd			N. Hiatus Rd			NE Lake Blvd			NE Lake Blvd			
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTAL
LANES:	1	1	1	1	1	1	1	1	0	0.5	0.5	1	
3:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	
3:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	
3:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	
3:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	
4:15 PM	0	1	0	0	0	0	0	0	0	0	0	0	1
4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	
4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	
5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	
5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	
5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	
6:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	
6:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	
6:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	
6:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	
7:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	
7:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	
7:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	
7:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTAL
TOTAL VOLUMES :	0	1	0	0	0	0	0	0	0	0	0	0	1
APPROACH %'s :	0.00%	100.00%	0.00%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
PEAK HR START TIME :	500 PM												TOTAL
PEAK HR VOL :	0	0	0	0	0	0	0	0	0	0	0	0	0
PEAK HR FACTOR :		0.000			0.000			0.000			0.000		0.000

CONTROL : 2-Way Stop (EB/WB)

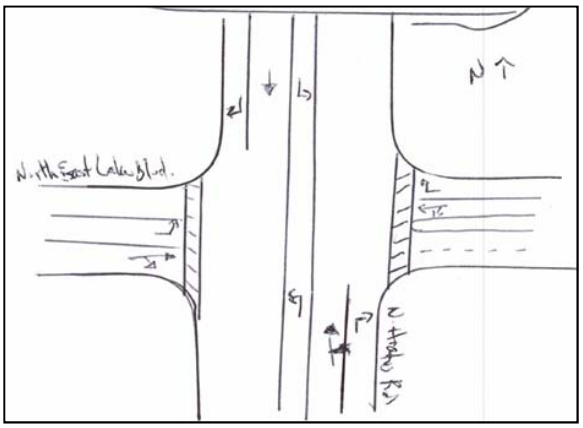
LOCATION: N. Hiatus Rd & NE Lake Blvd
CITY/STATE: Cooper City

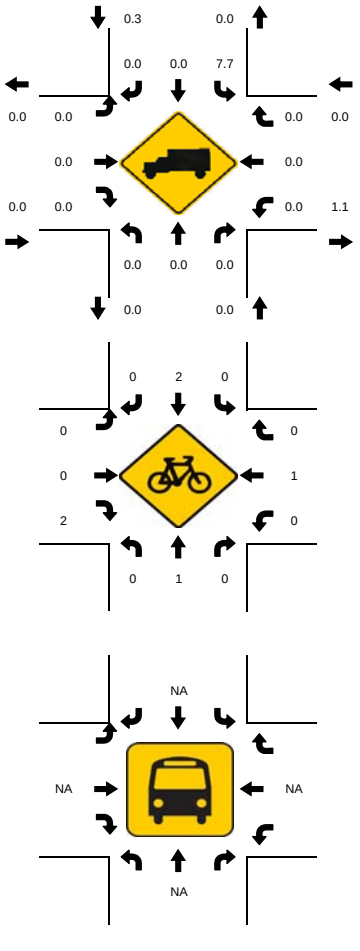
PROJECT ID: 16-3096-001
DATE: Tue, Apr 05, 2016

Peak-Hour: 07:15 AM - 08:15 AM
Peak 15-Minute: 07:45 AM - 08:00 AM



National Data & Surveying Services





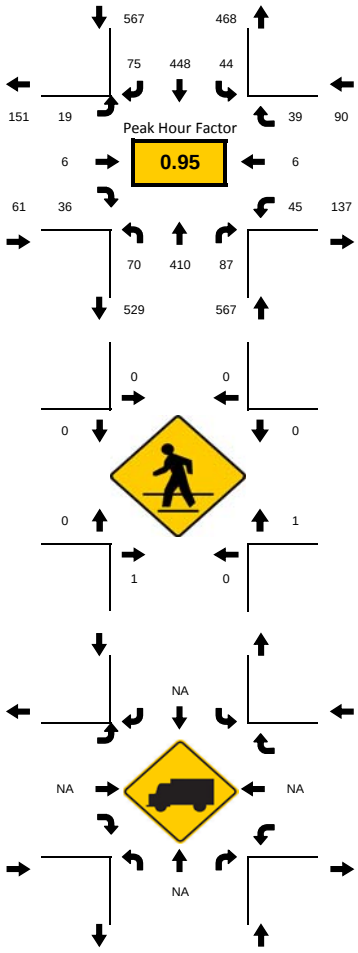
15-Min Count Period Beginning At	N. Hiatus Rd Northbound					N. Hiatus Rd Southbound					NE Lake Blvd Eastbound					NE Lake Blvd Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
07:00 AM	3	78	3	0		2	55	7	0		16	0	8	0		14	2	9	0		197	1185
07:15 AM	8	131	7	0		2	75	11	0		15	0	28	0		17	0	5	0		299	1290
07:30 AM	6	155	27	0		4	83	11	0		18	0	16	0		9	1	12	0		342	1232
07:45 AM	5	180	23	0		3	63	9	0		9	0	16	0		21	2	16	0		347	1136
08:00 AM	11	139	20	0		4	80	6	0		10	3	11	0		10	0	8	0		302	1019
08:15 AM	6	87	4	0		4	81	12	0		11	1	7	0		15	3	10	0		241	930
08:30 AM	11	89	7	1		0	76	7	0		6	1	15	0		24	2	8	0		246	864
08:45 AM	2	96	5	0		3	73	5	1		12	0	9	0		15	3	7	0		230	760
09:00 AM	7	83	8	0		6	56	7	0		7	0	12	0		15	1	11	0		213	722
09:15 AM	6	56	7	0		4	58	8	1		7	1	10	0		13	0	5	0		175	509
09:30 AM	2	43	6	0		3	54	9	0		5	0	6	0		9	0	5	0		142	334
09:45 AM	4	59	7	0		6	74	5	1		4	0	7	0		12	3	11	0		192	192

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	44	720	108	0		16	332	44	0		72	12	112	0		84	8	64	0		**1616**
Heavy Trucks	0	0	0			4	0	0			0	0	0			0	0	0			**4**
Pedestrians		0					16					4					12				**32**
Bicycles	0	4	0			0	8	0			0	0	8			0	4	0			**24**
Railroad																					
Stopped Buses																					

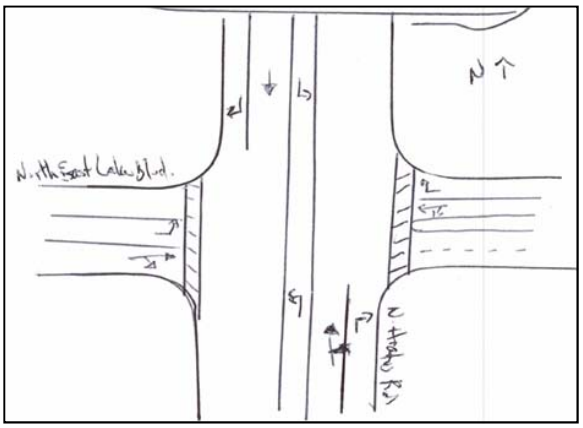
LOCATION: N. Hiatus Rd & NE Lake Blvd
CITY/STATE: Cooper City

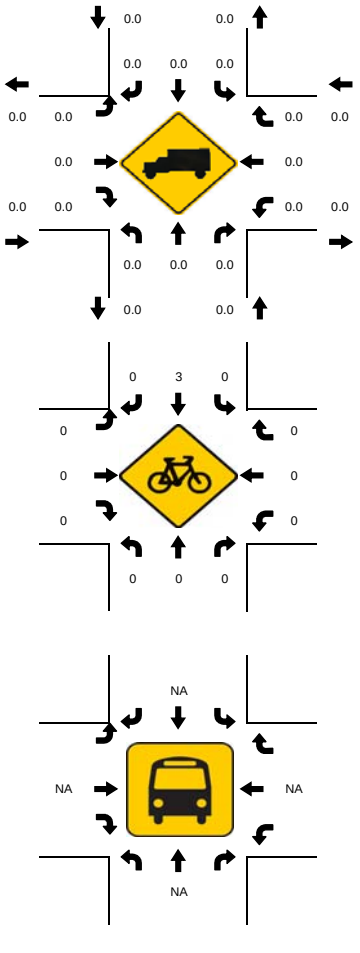
PROJECT ID: 16-3096-001
DATE: Tue, Apr 05, 2016

Peak-Hour: 05:00 PM - 06:00 PM
Peak 15-Minute: 05:30 PM - 05:45 PM



National Data & Surveying Services





15-Min Count Period Beginning At	N. Hiatus Rd Northbound					N. Hiatus Rd Southbound					NE Lake Blvd Eastbound					NE Lake Blvd Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
03:00 PM	11	110	20	0		10	91	13	0		5	3	11	0		8	1	8	0		291	1149
03:15 PM	13	113	13	0		7	105	14	0		6	1	7	0		7	2	4	0		292	1145
03:30 PM	10	109	23	0		5	87	15	0		5	6	8	0		6	4	6	0		284	1137
03:45 PM	5	89	21	0		12	100	15	0		4	2	11	0		11	8	4	1		282	1148
04:00 PM	12	116	16	0		11	81	13	0		4	5	11	0		11	4	3	1		287	1178
04:15 PM	10	99	19	0		6	96	15	0		5	4	10	0		10	2	8	0		284	1217
04:30 PM	20	105	19	0		13	79	14	1		4	3	12	0		16	1	9	0		295	1238
04:45 PM	14	103	18	0		11	99	26	0		3	1	12	0		11	1	13	0		312	1280
05:00 PM	19	94	27	1		10	110	26	0		6	1	12	0		11	0	10	0		326	1285
05:15 PM	21	106	12	1		14	110	15	0		3	2	8	0		11	1	2	0		305	1267
05:30 PM	15	110	28	0		12	105	17	0		6	3	9	0		14	3	15	1		337	1276
05:45 PM	15	100	20	0		8	123	17	0		4	0	7	0		9	2	12	0		317	1226
06:00 PM	23	97	21	0		13	108	15	0		7	2	10	0		10	0	2	0		308	1189
06:15 PM	14	91	24	0		16	109	19	0		0	5	10	0		16	1	9	0		314	1112
06:30 PM	17	75	22	0		13	94	22	0		7	4	12	0		11	2	8	0		287	1033
06:45 PM	14	102	19	0		6	88	19	0		4	3	10	0		9	5	1	0		280	967
07:00 PM	18	73	21	0		8	71	11	0		1	2	6	0		12	4	4	0		231	913
07:15 PM	10	71	13	1		10	89	10	0		2	4	9	0		15	2	0	0		235	682
07:30 PM	17	72	17	0		8	64	13	0		3	2	7	0		7	3	8	0		221	447
07:45 PM	13	56	22	0		6	81	12	0		2	2	11	0		10	2	9	0		226	226

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	84	440	112	4		56	492	104	0		24	12	48	0		56	12	60	4		**1500**
Heavy Trucks	0	0	0			0	0	0			0	0	0			0	0	0			**0**
Pedestrians		4					0					0					4				**8**
Bicycles	0	0	0			0	8	0			0	0	0			0	0	0			**8**
Railroad Stopped Buses																					

National Data & Surveying Services

N/S Street: **N.Hiatus Rd**

Speed: **40**

E/W Street: **NE Lake Blvd**

Speed: **25**

Site Code: **16-3096-001**

Date: **04-05-2016**

Weather: **Sunny**

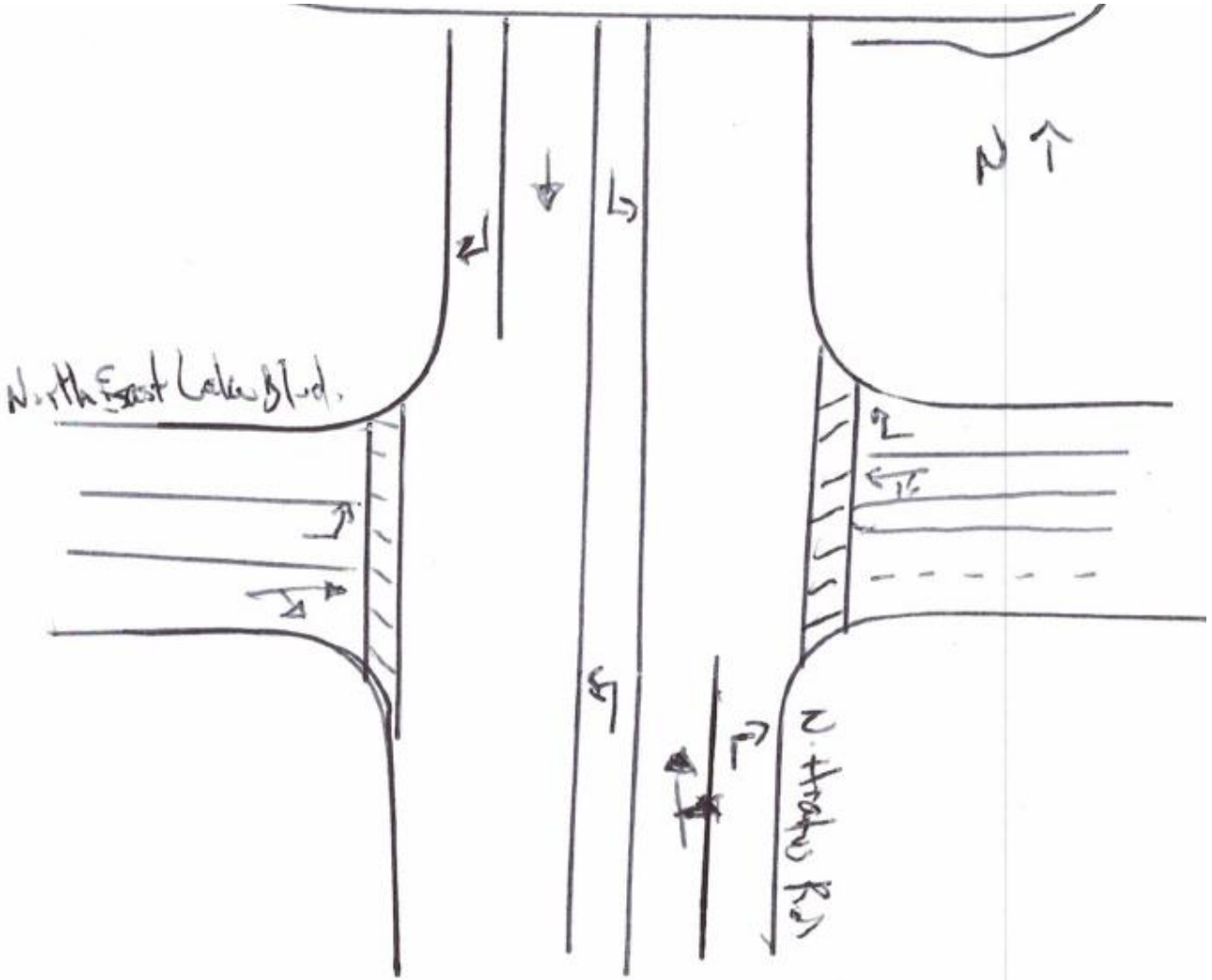
City: **Cooper City**

County: **Broward**

Count Times: **07:00 - 10:00**

15:00 - 20:00

Control: **2-Way Stop(EB/WB)**



APPENDIX B
Crash History

HSMV Report Number	Agency Report Number	Reporting Agency	Crash Date	Crash Time	City	Crash Street	Intersecting Street	Crash Type	Vehicles	Non Motorists	Fatalities	Injuries	Alcohol Related	Distraction Related	Drug Related	Estimated Damages
84273551	1.61403E+11	Broward Co SO	3/3/2014	5:22 PM	Cooper City	HIATUS RD	NE LAKE BLVD	Left Turn	2	0	0	0	N	N	N	$3,000
84179817	1.61402E+11	Broward Co SO	2/28/2014	3:43 PM	Cooper City	STONEBRIDGE PARKWAY	NE LAKE BLVD	Off Road	1	0	0	0	N	N	N	$4,000
84178342	1.61402E+11	Broward Co SO	2/4/2014	11:45 AM	Cooper City	FERN FOREST RD	TRADEWINDS WAY	Other	2	0	0	0	N	N	N	$2,100
84753263	1.61505E+11	Broward Co SO	5/18/2015	7:57 AM	Cooper City	FERN FOREST RD	SECRET WOODS DR	Head On	2	0	0	1	N	N	N	$3,500
84759415	1.61508E+11	Broward Co SO	8/30/2015	11:59 AM	Cooper City	FERN FOREST RD		Angle	2	0	0	1	N	N	N	$2,000
83497888	1.6131E+11	Broward Co SO	10/17/2013	12:38 AM	Cooper City	STONEBRIDGE PKWY	ANCHOR WAY	Other	1	0	0	1	Y	N	N	$1,000
84758455	1.61508E+11	Broward Co SO	8/15/2015	4:10 AM	Cooper City	NE LAKE BLVD	STONEBRIDGE PKWY	Other	1	0	0	0	Y	N	N	$10,000
84179853	1.61402E+11	Broward Co SO	2/28/2014	10:25 PM	Cooper City	STONEBRIDGE PKWY	NE LAKE BLVD	Left Turn	2	0	0	1	N	N	N	$8,000
83108454	1.61302E+11	Broward Co SO	2/28/2013	8:45 PM	Cooper City	HIATUS RD	NE LAKE BLVD	Angle	2	0	0	1	N	N	N	$9,000
84401073	1.61409E+11	Broward Co SO	9/9/2014	5:02 PM	Cooper City	HIATUS RD	NE LAKE BLVD	Left Turn	2	0	0	3	N	N	N	$10,000
84396719	1.61406E+11	Broward Co SO	6/17/2014	4:35 PM	Cooper City	STONEBRIDGE PKWY	COURTVIEW DR	Rear End	2	0	0	0	N	N	N	$5,500
86257383	1.61511E+11	Broward Co SO	11/28/2015	1:10 PM	Cooper City	HIATUS RD	STIRLING RD	Rear End	2	0	0	0	N	Y	N	$5,000
83490624	1.61304E+11	Broward Co SO	4/13/2013	2:31 PM	Cooper City	HIATUS RD	NE LAKE BLVD	Angle	2	0	0	2	N	N	N	$4,000
83108469	1.61303E+11	Broward Co SO	3/6/2013	6:30 AM	Cooper City	FERN FOREST RD	TRADEWINDS WAY	Other	2	0	0	0	N	N	N	$1,200
83491206	1.61305E+11	Broward Co SO	5/2/2013	10:06 PM	Cooper City	HIATUS RD	NE LAKE BLVD	Sideswipe	2	0	0	0	N	N	N	$1,500
84400011	1.61408E+11	Broward Co SO	8/20/2014	3:45 PM	Cooper City	HIATUS RD	NE LAKE BLVD	Angle	2	0	0	3	N	N	N	$5,000
84749769	1.61503E+11	Broward Co SO	3/25/2015	3:20 PM	Cooper City	STONEBRIDGE PKWY	NE LAKE BLVD	Rear End	2	0	0	1	N	N	N	$3,500
86257080	1.61511E+11	Broward Co SO	11/23/2015	6:24 PM	Cooper City	HIATUS RD	NE LAKE BLVD	Left Turn	2	0	0	2	N	N	N	$11,000
83490535	1.61304E+11	Broward Co SO	4/10/2013	11:49 PM	Cooper City	FERN FOREST RD		Other	1	0	0	0	N	N	N	$500
84275030	1.61403E+11	Broward Co SO	3/24/2014	8:40 PM	Cooper City	HIATUS RD	NE LAKE BLVD	Angle	2	0	0	1	N	N	N	$15,000
83499078	1.61311E+11	Broward Co SO	11/8/2013	8:10 PM	Cooper City	S HIATUS RD	SE LAKE BLVD	Angle	2	0	0	0	N	N	N	$1,700
84400798	1.61409E+11	Broward Co SO	9/4/2014	3:40 PM	Cooper City	SE LAKE BLVD	REGALIA WAY	Rear End	2	0	0	0	N	Y	N	$3,000
81727484	PD15OFF0400	Pembroke Pines PD	6/17/2015	6:14 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$1,100
84407316	1.61412E+11	Broward Co SO	12/26/2014	1:48 PM	Cooper City	S HIATUS RD	SE LAKE BLVD	Rear End	2	0	0	0	N	N	N	$5,000

HSMV Report Number	Agency Report Number	Reporting Agency	Crash Date	Crash Time	City	Crash Street	Intersecting Street	Crash Type	Vehicles	Non Motorists	Fatalities	Injuries	Alcohol Related	Distraction Related	Drug Related	Estimated Damages
83108699	1.61303E+11	Broward Co SO	3/16/2013	6:24 PM	Cooper City	HIATUS RD	SE LAKE BLVD	Rear End	2	0	0	1	N	N	N	$600
84747099	1.61502E+11	Broward Co SO	2/14/2015	10:48 AM	Cooper City	HIATUS RD		Other	2	0	0	0	N	Y	N	$2,000
84750615	1.61504E+11	Broward Co SO	4/7/2015	10:08 AM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$2,000
84666640	2014-034062	Pembroke Pines PD	4/28/2014	1:46 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$0
83494341	1.61307E+11	Broward Co SO	7/20/2013	1:35 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$1,000
84762638	1.6151E+11	Broward Co SO	10/21/2015	3:51 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$1,000
84403320	1.6141E+11	Broward Co SO	10/18/2014	6:05 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$350
84746120	1.61501E+11	Broward Co SO	1/30/2015	8:08 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$500
83107983	1.61302E+11	Broward Co SO	2/8/2013	3:48 PM	Cooper City	HIATUS RD	SHERIDAN ST	Rear End	2	0	0	0	N	N	N	$1,500
86257120	1.61511E+11	Broward Co SO	11/24/2015	1:11 PM	Cooper City	HIATUS RD	SHERIDAN ST	Off Road	1	0	0	0	N	N	N	$800
85766148	PPD15OFF0181	Pembroke Pines PD	2/26/2015	3:24 PM	Pembroke Pines	SHERIDAN ST	N HIATUS RD	Left Turn	2	0	0	0	N	N	N	$12,000
84666607	2014-034896	Pembroke Pines PD	5/1/2014	5:17 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Left Turn	2	0	0	0	N	N	N	$0
83496459	1.61309E+11	Broward Co SO	9/18/2013	11:40 AM	Cooper City	HIATUS RD	SHERIDAN ST	Rear End	2	0	0	1	N	N	N	$700
84402859	1.6141E+11	Broward Co SO	10/11/2014	2:23 PM	Cooper City	HIATUS RD		Unknown	2	0	0	0	N	N	N	$3,000
84397699	1.61407E+11	Broward Co SO	7/6/2014	12:10 PM	Cooper City	SHERIDAN ST	HIATUS RD	Angle	2	0	0	0	N	N	N	$5,500
82467811	2013-030037	Pembroke Pines PD	4/13/2013	11:03 AM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$0
84945539	2014-088100	Pembroke Pines PD	11/28/2014	5:10 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Left Turn	2	0	0	0	N	N	N	$16,000
84666703	2014-036809	Pembroke Pines PD	5/8/2014	3:10 PM	Pembroke Pines	HIATUS	SHERIDAN ST	Rear End	2	0	0	1	N	N	N	$1,000
81726535	PPD15OFF0280	Pembroke Pines PD	4/28/2015	6:46 PM	Pembroke Pines	N HIATUS RD	SHERIDAN ST	Rear End	2	0	0	0	N	N	N	$6,000
84763105	1.6151E+11	Broward Co SO	10/28/2015	6:05 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$1,300
82467623	2013-026435	Pembroke Pines PD	4/1/2013	4:35 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$0
84405880	1.61412E+11	Broward Co SO	12/3/2014	8:37 AM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	1	N	N	N	$5,500
84403331	1.6141E+11	Broward Co SO	10/19/2014	2:15 AM	Cooper City	SHERIDAN ST	HIATUS RD	Off Road	1	0	0	1	N	N	N	$5,000
83499821	1.61311E+11	Broward Co SO	11/22/2013	11:48 AM	Cooper City	SHERIDAN ST	HIATUS RD	Left Turn	2	0	0	2	N	N	N	$10,500
84405076	1.61411E+11	Broward Co SO	11/19/2014	11:52 AM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$8,500

HSMV Report Number	Agency Report Number	Reporting Agency	Crash Date	Crash Time	City	Crash Street	Intersecting Street	Crash Type	Vehicles	Non Motorists	Fatalities	Injuries	Alcohol Related	Distraction Related	Drug Related	Estimated Damages
86257452	1.61511E+11	Broward Co SO	11/29/2015	5:23 PM	Cooper City	STONEBRIDGE PKWY	SECRET WOODS DR	Left Turn	2	0	0	0	N	N	N	$3,000
83497072	1.61309E+11	Broward Co SO	9/30/2013	6:22 PM	Cooper City	STIRLING RD	HIATUS RD	Rear End	2	0	0	0	N	N	N	$2,500
84753495	1.61505E+11	Broward Co SO	5/21/2015	1:12 PM	Cooper City	HIATUS RD	STIRLING RD	Rear End	2	0	0	0	N	N	N	$2,000
84403604	1.6141E+11	Broward Co SO	10/23/2014	7:50 PM	Cooper City	STIRLING RD	HIATUS RD	Right Turn	2	0	0	0	N	N	N	$3,000
84397248	1.61406E+11	Broward Co SO	6/27/2014	2:01 PM	Cooper City	HIATUS RD	STIRLING RD	Rear End	2	0	0	0	N	N	N	$250
84395612	1.61405E+11	Broward Co SO	5/28/2014	7:10 AM	Cooper City	HIATUS RD	STIRLING RD	Rear End	2	0	0	0	N	N	N	$200
84392705	1.61404E+11	Broward Co SO	4/9/2014	7:37 AM	Cooper City	HIATUS RD	STIRLING RD	Rear End	2	0	0	0	N	N	N	$1,400
84395476	1.61405E+11	Broward Co SO	5/25/2014	11:06 AM	Cooper City	HIATUS RD	STIRLING RD	Rollover	2	0	0	0	N	N	N	$3,000
84273743	1.61403E+11	Broward Co SO	3/6/2014	5:35 PM	Cooper City	HIATUS RD	STIRLING RD	Rear End	2	0	0	0	N	N	N	$1,000
84747404	1.61502E+11	Broward Co SO	2/19/2015	3:55 PM	Cooper City	STIRLING RD	HIATUS RD	Rear End	2	0	0	0	N	N	N	$3,500
86298471	PPD15OFF0843	Pembroke Pines PD	12/20/2015	7:11 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$6,000
86258097	1.61512E+11	Broward Co SO	12/8/2015	2:48 PM	Cooper City	HIATUS RD	SE LAKE BLVD	Rear End	2	0	0	0	N	N	N	$1,500
86257142	1.61511E+11	Broward Co SO	11/24/2015	3:48 PM	Cooper City	HIATUS RD	SE LAKE BLVD	Rear End	3	0	0	0	N	Y	N	$6,000
84403089	1.6141E+11	Broward Co SO	10/15/2014	10:34 AM	Cooper City	HIATUS RD	SE LAKE BLVD	Rear End	2	0	0	0	N	N	N	$6,000
84759728	1.61509E+11	Broward Co SO	9/4/2015	1:30 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$510
82467094	2013-014975	Pembroke Pines PD	2/22/2013	2:40 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Left Turn	2	0	0	0	N	N	N	$10,000
81725867	PPD15OFF0466	Pembroke Pines PD	7/15/2015	12:59 PM	Pembroke Pines	SHERIDAN STREET	HIATUS RD	Angle	2	0	0	0	N	N	N	$1,500
84744547	1.61501E+11	Broward Co SO	1/5/2015	12:42 PM	Cooper City	HIATUS RD	SHERIDAN ST	Sideswipe	2	0	0	0	N	N	N	$3,000
84404163	1.61411E+11	Broward Co SO	11/2/2014	4:00 AM	Cooper City	SHERIDAN ST	HIATUS RD	Off Road	1	0	0	0	Y	N	N	$2,500
84399577	1.61408E+11	Broward Co SO	8/9/2014	2:40 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	3	0	0	1	N	N	N	$25,100
84114482	2013-051086	Pembroke Pines PD	6/23/2013	4:50 PM	Pembroke Pines	HIATUS RD	SHERIDAN ST	Rear End	3	0	0	0	N	N	N	$0
84390142	2014-009264	Pembroke Pines PD	2/1/2014	8:12 AM	Pembroke Pines	N HIATUS RD	SHERIDAN ST	Rear End	2	0	0	0	N	N	N	$0
81727386	PPD15OFF0439	Pembroke Pines PD	7/4/2015	9:55 AM	Pembroke Pines	HIATUS RD	SHERIDAN ST	Rear End	2	0	0	0	N	Y	N	$250
84400808	1.61409E+11	Broward Co SO	9/4/2014	7:15 PM	Cooper City	SHERIDAN ST	HIATUS RD	Sideswipe	2	0	0	0	N	N	N	$500

HSMV Report Number	Agency Report Number	Reporting Agency	Crash Date	Crash Time	City	Crash Street	Intersecting Street	Crash Type	Vehicles	Non Motorists	Fatalities	Injuries	Alcohol Related	Distraction Related	Drug Related	Estimated Damages
84406012	1.61412E+11	Broward Co SO	12/5/2014	8:58 AM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$6,000
84752351	1.61505E+11	Broward Co SO	5/3/2015	4:20 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	1	N	Y	N	$2,500
83109118	1.61304E+11	Broward Co SO	4/1/2013	4:55 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	3	0	0	2	N	N	N	$7,800
83890938	1.61312E+11	Broward Co SO	12/22/2013	12:52 AM	Cooper City	MAINSAIL DR		Other	2	0	0	0	N	N	N	$2,500
83890669	1.61312E+11	Broward Co SO	12/17/2013	10:09 PM	Cooper City	MAINSAIL DR	MERIDIAN DR	Other	2	0	0	0	N	N	N	$500
84406232	1.61412E+11	Broward Co SO	12/8/2014	5:15 PM	Cooper City	STIRLING RD	HIATUS RD	Rear End	2	0	0	0	N	N	N	$2,000
85197859	HPL15OFF0792	FHP	12/10/2015	2:00 PM	Unincorporated	SR-84 (MARINA MILE)	HIATUS RD	Sideswipe	2	0	0	0	N	N	N	$50
84401371	1.61409E+11	Broward Co SO	9/14/2014	1:49 PM	Cooper City	STIRLING RD	HIATUS RD	Rear End	2	0	0	0	N	N	N	$2,200
83108331	1.61302E+11	Broward Co SO	2/27/2013	7:30 AM	Cooper City	HIATUS RD	STIRLING RD	Rear End	2	0	0	0	N	N	N	$1,000
83818630	HPL15OFF0053	FHP	1/26/2015	1:40 AM	Fort Lauderdale	SR 84 WB	HIATUS RD	Off Road	1	0	0	2	Y	Y	N	$5,000
84748963	1.61503E+11	Broward Co SO	3/13/2015	9:43 PM	Cooper City	HIATUS RD	STIRLING RD	Other	1	0	0	0	N	N	N	$2,000
84760615	1.61509E+11	Broward Co SO	9/18/2015	1:47 PM	Cooper City	SHERIDAN ST	HIATUS RD	Head On	3	0	0	1	N	N	N	$11,000
81727379	PPD15OFF0395	Pembroke Pines PD	6/15/2015	2:29 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$4,500
84666595	2014-034782	Pembroke Pines PD	5/1/2014	8:20 AM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$0
84753418	1.61505E+11	Broward Co SO	5/20/2015	3:06 PM	Cooper City	HIATUS RD	SE LAKE BLVD	Rear End	2	0	0	0	N	N	N	$1,500
84745216	1.61501E+11	Broward Co SO	1/15/2015	4:59 PM	Cooper City	HIATUS RD	SE LAKE BLVD	Rear End	2	0	0	0	N	N	N	$1,500
84757508	1.61507E+11	Broward Co SO	7/30/2015	4:50 PM	Cooper City	HIATUS RD	SE LAKE BLVD	Rear End	3	0	0	2	N	N	N	$18,000
86257526	1.61511E+11	Broward Co SO	11/30/2015	6:35 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$1,900
83499486	1.61311E+11	Broward Co SO	11/16/2013	10:55 AM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$750
84404621	1.61411E+11	Broward Co SO	11/11/2014	5:35 PM	Cooper City	SHERIDAN ST	HIATUS RD	Off Road	1	0	0	1	N	Y	Y	$2,500
82466674	2013-006978	Pembroke Pines PD	1/25/2013	9:36 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$2,000
83491471	1.61305E+11	Broward Co SO	5/10/2013	2:10 PM	Cooper City	SHERIDAN ST	HIATUS RD	Sideswipe	2	0	0	0	N	N	N	$6,000
86257151	1.61511E+11	Broward Co SO	11/24/2015	5:45 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$9,000
84115235	2013-070002	Pembroke Pines PD	8/27/2013	7:35 AM	Pembroke Pines	SHERIDAN STREET	HIATUS ROAD	Rear End	2	0	0	0	N	N	N	$0

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82468322	2013-039402	Pembroke Pines PD	5/15/2013	8:15 AM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$0
84666217	2014-028215	Pembroke Pines PD	4/6/2014	8:37 PM	Pembroke Pines	N HIATUS RD	SHERIDAN ST	Rear End	2	0	0	0	N	N	N	$0
81728886	PPD15OFF0589	Pembroke Pines PD	9/2/2015	5:18 PM	Pembroke Pines	N HIATUS RD	SHERIDAN ST	Rear End	2	0	0	0	N	N	N	$1,500
82467549	2013-025119	Pembroke Pines PD	3/28/2013	9:50 AM	Pembroke Pines	N HIATUS RD	SHERIDAN ST	Sideswipe	3	0	0	2	N	N	N	$9,000
83109097	1.61304E+11	Broward Co SO	4/1/2013	4:57 PM	Cooper City	SHERIDAN ST	HIATUS RD	Unknown	2	0	0	0	N	N	N	$2,500
86257528	1.61511E+11	Broward Co SO	11/30/2015	6:48 PM	Cooper City	SHERIDAN ST	HIATUS RD	Sideswipe	2	0	0	0	N	N	N	$6,000
84761135	1.61509E+11	Broward Co SO	9/28/2015	4:13 AM	Cooper City	SE LAKE BLVD	HIATUS RD	Other	1	0	0	0	N	N	N	$4,000
83496429	1.61309E+11	Broward Co SO	9/17/2013	3:48 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$2,500
83108470	1.61303E+11	Broward Co SO	3/6/2013	7:00 AM	Cooper City	STIRLING RD	HIATUS RD	Rear End	2	0	0	3	N	N	N	$2,500
84758952	1.61508E+11	Broward Co SO	8/23/2015	2:34 PM	Cooper City	HIATUS RD	STIRLING RD	Rear End	2	0	0	0	N	N	N	$2,000
84758921	1.61508E+11	Broward Co SO	8/22/2015	5:10 PM	Cooper City	HIATUS RD	STIRLING RD	Rear End	2	0	0	0	N	N	N	$3,000
83704062	HPL13OFF0769	FHP	12/17/2013	7:41 AM	Unincorporated	HIATUS ROAD	STATE ROAD 84	Angle	2	0	0	1	N	N	N	$305
84752350	1.61505E+11	Broward Co SO	5/3/2015	2:00 PM	Cooper City	HIATUS RD	STIRLING RD	Left Turn	2	0	0	0	N	N	N	$4,000
84755731	1.61506E+11	Broward Co SO	6/29/2015	4:07 PM	Fort Lauderdale	STIRLLING RD	HIATUS RD	Rear End	2	0	0	1	N	Y	N	$4,000
84755927	1.61507E+11	Broward Co SO	7/2/2015	3:36 PM	Cooper City	HIATUS RD	STIRLING RD	Left Turn	2	0	0	0	N	N	N	$12,500
84763974	1.61511E+11	Broward Co SO	11/9/2015	8:15 PM	Cooper City	STIRLING RD	HIATUS RD	Rear End	2	0	0	0	N	N	N	$500
83491403	1.61305E+11	Broward Co SO	5/8/2013	6:21 PM	Cooper City	STIRLING RD	HIATUS RD	Sideswipe	2	0	0	0	N	N	N	$400
84945727	2014-090680	Pembroke Pines PD	12/9/2014	4:30 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$0
84389470	2013-103462	Pembroke Pines PD	12/18/2013	7:48 AM	Pembroke Pines	SHERIDAN ST	N HIATUS RD	Rear End	2	0	0	0	N	N	N	$0
84667286	2014-046470	Pembroke Pines PD	6/13/2014	5:18 PM	Pembroke Pines	SHERIDAN ST	N HIATUS RD	Rear End	2	0	0	0	N	N	N	$0
83500437	1.61312E+11	Broward Co SO	12/4/2013	7:55 AM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	4	0	0	1	N	N	N	$13,500
84750284	1.61504E+11	Broward Co SO	4/2/2015	1:56 PM	Cooper City	HIATUS RD	SE LAKE BLVD	Rear End	2	0	0	0	N	N	N	$600
81727181	PPD15OFF0336	Pembroke Pines PD	5/21/2015	6:50 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	Y	N	$100

HSMV Report Number	Agency Report Number	Reporting Agency	Crash Date	Crash Time	City	Crash Street	Intersecting Street	Crash Type	Vehicles	Non Motorists	Fatalities	Injuries	Alcohol Related	Distraction Related	Drug Related	Estimated Damages
84401163	1.61409E+11	Broward Co SO	9/11/2014	11:41 AM	Cooper City	HIATUS RD	SE LAKE BLVD	Rear End	3	0	0	0	N	N	N	$1,250
84666294	2014-029301	Pembroke Pines PD	4/10/2014	9:28 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	2	N	N	N	$700
83491391	1.61305E+11	Broward Co SO	5/8/2013	2:10 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$1,200
84398168	1.61407E+11	Broward Co SO	7/15/2014	12:47 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$1,000
84396783	1.61406E+11	Broward Co SO	6/18/2014	5:15 PM	Cooper City	HIATUS RD	SE LAKE BLVD	Rear End	2	0	0	0	N	N	N	$4,000
85765579	PPD15OFF0301	Pembroke Pines PD	5/7/2015	3:55 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$1,000
86298061	PPD15OFF0800	Pembroke Pines PD	12/2/2015	8:55 AM	Pembroke Pines	SHERIDAN ST	N HIATUS RD	Other	2	0	0	0	N	N	N	$1,000
86258161	1.61512E+11	Broward Co SO	12/9/2015	8:42 AM	Cooper City	HIATUS RD	SHERIDAN ST	Rear End	2	0	0	0	N	N	N	$7,000
83497260	1.6131E+11	Broward Co SO	10/4/2013	5:25 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$3,000
84396305	1.61406E+11	Broward Co SO	6/9/2014	5:29 PM	Cooper City	HIATUS RD	SHERIDAN ST	Angle	2	0	0	1	N	N	N	$500
86259271	1.61512E+11	Broward Co SO	12/24/2015	4:26 PM	Cooper City	HIATUS RD	SHERIDAN ST	Rear End	2	0	0	0	N	N	N	$800
84399998	1.61408E+11	Broward Co SO	8/20/2014	12:45 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	3	0	0	0	N	N	N	$13,000
84667358	2014-047782	Pembroke Pines PD	6/19/2014	6:50 AM	Pembroke Pines	N. HIATUS RD	SHERIDAN ST	Rear End	2	0	0	1	N	N	N	$1,000
83109337	1.61304E+11	Broward Co SO	4/9/2013	8:44 AM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	Y	N	$1,200
84396495	1.61406E+11	Broward Co SO	6/13/2014	2:50 AM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	Y	N	N	$5,000
83698775	HPL13OFF0631	FHP	10/15/2013	4:14 PM	Davie	NTERSTATE 595 (S.R. 862) F	DAVIE RD	Rear End	2	0	0	0	N	N	N	$1,700
84749379	1.61503E+11	Broward Co SO	3/19/2015	6:01 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	Y	N	$1,500
83492108	1.61305E+11	Broward Co SO	5/30/2013	1:44 PM	Cooper City	MERIDIAN DR	NAUTILUS DR	Rear End	2	0	0	0	N	N	N	$2,500
84404153	1.61411E+11	Broward Co SO	11/3/2014	8:37 AM	Cooper City	STIRLING RD	HIATUS RD	Rear End	2	0	0	0	N	Y	N	$1,800
83107708	1.61301E+11	Broward Co SO	1/22/2013	9:30 PM	Cooper City	STIRLING RD	HIATUS RD	Off Road	1	0	0	0	N	N	N	$300
84395395	1.61405E+11	Broward Co SO	5/23/2014	5:15 PM	Cooper City	STIRLING RD	HIATUS RD	Rear End	2	0	0	1	N	N	N	$900
84407104	1.61412E+11	Broward Co SO	12/22/2014	5:53 PM	Cooper City	STIRLING RD	SW 111TH TER	Rear End	2	0	0	0	N	Y	N	$1,000
83107853	1.61302E+11	Broward Co SO	2/1/2013	1:06 PM	Cooper City	STIRLING RD		Other	2	0	0	0	N	N	N	$1,100
84667265	2014-046213	Pembroke Pines PD	6/12/2014	5:35 PM	Pembroke Pines	SHERIDAN STREET	N HIATUS ROAD	Rear End	2	0	0	1	N	N	N	$200
84943747	2014-061156	Pembroke Pines PD	8/11/2014	3:04 PM	Pembroke Pines	SHERDIAN ST	HIATUS RD	Rear End	2	0	0	1	N	N	N	$200

HSMV Report Number	Agency Report Number	Reporting Agency	Crash Date	Crash Time	City	Crash Street	Intersecting Street	Crash Type	Vehicles	Non Motorists	Fatalities	Injuries	Alcohol Related	Distraction Related	Drug Related	Estimated Damages
84389749	2014-001571	Pembroke Pines PD	1/6/2014	7:10 AM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$0
84754304	1.61506E+11	Broward Co SO	6/4/2015	7:48 AM	Cooper City	HIATUS RD	SE LAKE BLVD	Rear End	2	0	0	0	N	N	N	$900
84750790	1.61504E+11	Broward Co SO	4/9/2015	5:10 PM	Cooper City	HIATUS RD	SE LAKE BLVD	Sideswipe	3	0	0	0	N	N	N	$2,500
84761713	1.6151E+11	Broward Co SO	10/7/2015	11:16 AM	Cooper City	HIATUS RD	SE LAKE BLVD	Rear End	2	0	0	0	N	N	N	$2,000
81726259	PPD15OFF0321	Pembroke Pines PD	5/15/2015	8:07 AM	Pembroke Pines	SHERIDAN ST	N HIATUS RD	Rear End	4	0	0	1	N	N	N	$3,000
84751678	1.61504E+11	Broward Co SO	4/23/2015	12:04 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$1,500
84405383	1.61411E+11	Broward Co SO	11/24/2014	1:02 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$1,800
84751407	1.61504E+11	Broward Co SO	4/19/2015	12:26 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	Y	N	$1,000
84400384	1.61408E+11	Broward Co SO	8/27/2014	5:47 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$1,200
83498005	1.6131E+11	Broward Co SO	10/19/2013	6:20 PM	Cooper City	HIATUS RD	SHERIDAN ST	Other	2	0	0	0	N	N	N	$1,000
84944960	2014-079553	Pembroke Pines PD	10/24/2014	5:39 PM	Pembroke Pines	SHERDIAN ST	HIATUS RD	Angle	3	0	0	0	N	N	N	$0
83107784	1.61301E+11	Broward Co SO	1/28/2013	8:55 AM	Cooper City	HIATUS RD	SHERIDAN ST	Rear End	2	0	0	1	N	Y	N	$1,500
83496011	1.61309E+11	Broward Co SO	9/7/2013	11:59 AM	Cooper City	HIATUS RD	SHERIDAN ST	Rear End	2	0	0	0	N	N	N	$3,000
83491484	1.61305E+11	Broward Co SO	5/10/2013	9:22 PM	Cooper City	SHERIDAN ST	HIATUS RD	Left Turn	2	0	0	2	Y	N	N	$10,000
84405755	1.61412E+11	Broward Co SO	12/1/2014	5:30 PM	Cooper City	SHERIDAN ST	HIATUS RD	Right Turn	2	0	0	0	N	N	N	$3,000
84758055	1.61508E+11	Broward Co SO	8/8/2015	6:35 PM	Cooper City	SHERIDAN ST	HIATUS RD	Other	2	0	0	0	N	Y	N	$1,000
82467892	2013-031617	Pembroke Pines PD	4/18/2013	6:53 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	4	0	0	0	N	N	N	$0
82468067	2013-032682	Pembroke Pines PD	4/22/2013	11:45 AM	Pembroke Pines	SHERIDANT ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$0
83495314	1.61308E+11	Broward Co SO	8/21/2013	4:35 PM	Cooper City	SHERIDAN ST	HAITUS RD	Rear End	2	0	0	0	N	N	N	$500
84946176	2015-000443	Pembroke Pines PD	1/2/2015	4:00 PM	Pembroke Pines	HIATUS RD	SHERDIAN ST	Rear End	2	0	0	0	N	N	N	$0
84666702	2014-036816	Pembroke Pines PD	5/8/2014	3:20 PM	Pembroke Pines	HIATUS RD	SHERIDAN ST	Rear End	2	0	0	0	N	N	N	$0
81728020	PPD15OFF0481	Pembroke Pines PD	7/21/2015	1:45 PM	Pembroke Pines	HIATUS RD	SHERIDAN ST	Rear End	2	0	0	1	N	N	N	$3,000
81727767	PPD15OFF0627	Pembroke Pines PD	9/19/2015	1:35 PM	Pembroke Pines	N HIATUS RD	SHERIDAN ST	Rear End	2	0	0	0	N	N	N	$1,000
83109129	1.61304E+11	Broward Co SO	4/1/2013	4:33 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$350

HSMV Report Number	Agency Report Number	Reporting Agency	Crash Date	Crash Time	City	Crash Street	Intersecting Street	Crash Type	Vehicles	Non Motorists	Fatalities	Injuries	Alcohol Related	Distraction Related	Drug Related	Estimated Damages
84405235	1.61411E+11	Broward Co SO	11/21/2014	7:10 PM	Cooper City	SHERIDAN ST	HIATUS RD	Unknown	2	0	0	1	N	N	N	$11,000
83497067	1.61309E+11	Broward Co SO	9/30/2013	5:45 PM	Cooper City	SHERIDAN ST	HIATUS RD	Left Turn	3	0	0	1	N	N	N	$5,000
84274592	1.61403E+11	Broward Co SO	3/20/2014	9:58 AM	Cooper City	MERIDAN DR	SE LAKE BLVD	Off Road	1	0	0	0	N	N	N	$600
84748480	1.61503E+11	Broward Co SO	3/6/2015	7:43 AM	Cooper City	LONGBOAT DR	MERIDIAN DR	Bicycle	1	1	0	0	N	N	N	$0
84763553	1.61511E+11	Broward Co SO	11/3/2015	3:55 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$1,500
83107792	1.61301E+11	Broward Co SO	1/28/2013	4:30 PM	Cooper City	STIRLING RD	HIATUS RD	Left Turn	2	0	0	4	N	N	N	$9,000
84747725	1.61502E+11	Broward Co SO	2/24/2015	8:53 AM	Cooper City	HIATUS RD	STIRLING RD	Rear End	2	0	0	0	N	N	N	$10,000
83499904	1.61311E+11	Broward Co SO	11/23/2013	6:03 PM	Cooper City	STIRLING RD	HIATUS RD	Right Turn	2	0	0	0	N	N	N	$2,000
83496499	1.61309E+11	Broward Co SO	9/19/2013	7:50 AM	Cooper City	STIRLING RD	HIATUS RD	Sideswipe	2	0	0	0	N	N	N	$1,500
83890780	1.61312E+11	Broward Co SO	12/19/2013	2:55 PM	Cooper City	STIRLING RD		Other	2	0	0	0	N	N	N	$1,500
84404788	1.61411E+11	Broward Co SO	11/14/2014	1:48 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	1	N	N	N	$10,000
84274787	1.61403E+11	Broward Co SO	3/23/2014	4:25 PM	Cooper City	N HIATUS RD	SHERIDAN ST	Other	2	0	0	0	N	N	N	$1,000
84666852	2014-038735	Pembroke Pines PD	5/16/2014	7:47 AM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	2	N	N	N	$2,500
83492045	1.61305E+11	Broward Co SO	5/28/2013	2:33 PM	Cooper City	HIATUS RD		Off Road	1	0	0	0	N	N	N	$2,200
83492749	1.61306E+11	Broward Co SO	6/19/2013	12:10 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$1,300
83495548	1.61308E+11	Broward Co SO	8/27/2013	5:35 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	1	N	N	N	$1,600
83890932	1.61312E+11	Broward Co SO	12/21/2013	8:30 PM	Cooper City	HIATUS RD	SHERIDAN ST	Rear End	2	0	0	0	N	N	N	$3,000
84115775	2013-080665	Pembroke Pines PD	10/1/2013	9:30 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Sideswipe	2	0	0	0	N	N	N	$0
84397842	1.61407E+11	Broward Co SO	7/9/2014	12:20 PM	Cooper City	N. HIATUS RD	SHERIDAN ST	Rear End	2	0	0	1	N	N	N	$800
84389940	2014-004949	Pembroke Pines PD	1/17/2014	3:20 AM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Other	2	0	0	0	N	N	N	$500
84762463	1.6151E+11	Broward Co SO	10/18/2015	3:57 PM	Cooper City	HIATUS RD	SHERIDAN ST	Rear End	3	0	0	0	N	N	N	$2,000
83496436	1.61309E+11	Broward Co SO	9/17/2013	3:23 PM	Cooper City	SHERIDAN ST	HIATUS RD	Left Turn	2	0	0	1	N	N	N	$7,000
84394593	1.61405E+11	Broward Co SO	5/9/2014	2:41 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$1,100
84179083	1.61402E+11	Broward Co SO	2/14/2014	6:30 PM	Cooper City	SHERIDAN ST	HIATUS RD	Left Turn	2	0	0	1	N	N	N	$9,000

HSMV Report Number	Agency Report Number	Reporting Agency	Crash Date	Crash Time	City	Crash Street	Intersecting Street	Crash Type	Vehicles	Non Motorists	Fatalities	Injuries	Alcohol Related	Distraction Related	Drug Related	Estimated Damages
85766041	PPD15OFF0167	Pembroke Pines PD	2/19/2015	7:30 PM	Pembroke Pines	HIATUS RD	SHERIDAN ST	Rear End	3	0	0	0	N	N	N	$5,800
83494605	1.61307E+11	Broward Co SO	7/30/2013	12:00 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	Y	N	$2,300
83109127	1.61304E+11	Broward Co SO	4/1/2013	4:33 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	1	N	N	N	$2,200
84178405	1.61402E+11	Broward Co SO	2/5/2014	11:10 AM	Cooper City	SHERIDAN ST		Other	2	0	0	0	N	N	N	$1,700
84050201	1.61312E+11	Broward Co SO	12/27/2013	6:10 PM	Cooper City	SHERIDAN ST	HIATUS ST	Left Turn	2	0	0	0	N	N	N	$10,000
85764789	PPD15OFF0723	Pembroke Pines PD	10/30/2015	7:20 AM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Sideswipe	2	0	0	0	N	N	N	$500
84051732	1.61401E+11	Broward Co SO	1/25/2014	1:20 PM	Cooper City	STIRLING RD	HIATUS RD	Other	2	0	0	0	N	N	N	$1,200
83890954	1.61312E+11	Broward Co SO	12/22/2013	12:05 PM	Cooper City	STIRLING ROAD	HIATUS RD	Rear End	2	0	0	0	N	N	N	$500
86258031	1.61512E+11	Broward Co SO	12/7/2015	5:46 PM	Cooper City	HIATUS RD	STIRLING RD	Left Turn	2	0	0	0	N	N	N	$1,500
84760113	1.61509E+11	Broward Co SO	9/10/2015	10:58 AM	Cooper City	STIRLING RD	HIATUS RD	Rear End	2	0	0	0	N	N	N	$4,000
84752774	1.61505E+11	Broward Co SO	5/9/2015	4:27 PM	Cooper City	STIRLING RD		Other	2	0	0	0	N	N	N	$2,200
83109028	1.61303E+11	Broward Co SO	3/29/2013	10:40 PM	Cooper City	SW 111TH TER	STIRLING RD	Left Turn	2	0	0	1	N	N	N	$10,000
84755315	1.61506E+11	Broward Co SO	6/22/2015	8:40 AM	Cooper City	SW 111TH TR	STIRLING RD	Left Turn	2	0	0	0	N	N	N	$3,000
84753061	1.61505E+11	Broward Co SO	5/14/2015	7:00 PM	Cooper City	REGALIA WAY	SE LAKE BLVD	Other	2	0	0	0	N	N	N	$700
84756555	1.61507E+11	Broward Co SO	7/13/2015	4:50 PM	Cooper City	HIATUS RD	SE LAKE BLVD	Angle	2	0	0	0	N	N	N	$9,000
84759360	1.61508E+11	Broward Co SO	8/29/2015	2:40 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$2,300
83491525	1.61305E+11	Broward Co SO	5/12/2013	1:21 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	Y	N	$1,700
84393248	1.61404E+11	Broward Co SO	4/18/2014	10:29 AM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$700
84398334	1.61407E+11	Broward Co SO	7/18/2014	2:20 PM	Cooper City	HIATUS RD		Unknown	2	0	0	0	N	N	N	$0
84764127	1.61511E+11	Broward Co SO	11/12/2015	9:33 AM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$500
84945052	2014-080810	Pembroke Pines PD	10/30/2014	10:30 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	1	N	Y	N	$3,500
84667343	2014-046158	Pembroke Pines PD	6/12/2014	2:47 PM	Pembroke Pines	SHERIDAN ST	N HIATUS RD	Left Turn	2	0	0	0	N	N	N	$22,000
86297373	PPD15OFF0814	Pembroke Pines PD	12/8/2015	1:50 PM	Pembroke Pines	SHERIDAN ST	N HIATUS RD	Sideswipe	2	0	0	0	N	N	N	$400
83109289	1.61304E+11	Broward Co SO	4/7/2013	5:04 AM	Cooper City	SHERIDAN ST	HIATUS RD	Off Road	1	0	0	0	N	N	N	$2,500

HSMV Report Number	Agency Report Number	Reporting Agency	Crash Date	Crash Time	City	Crash Street	Intersecting Street	Crash Type	Vehicles	Non Motorists	Fatalities	Injuries	Alcohol Related	Distraction Related	Drug Related	Estimated Damages
84763024	1.6151E+11	Broward Co SO	10/27/2015	2:32 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$2,000
84763265	1.6151E+11	Broward Co SO	10/30/2015	4:35 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	Y	N	$2,000
84752523	1.61505E+11	Broward Co SO	5/6/2015	8:35 AM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	3	0	0	0	N	N	N	$17,000
82467812	2013-030043	Pembroke Pines PD	4/13/2013	11:15 AM	Pembroke Pines	SHERIDAN STREET	HIATUS ROAD	Rear End	2	0	0	0	N	N	N	$0
84945920	2014-093232	Pembroke Pines PD	12/19/2014	4:00 PM	Pembroke Pines	SHERDIAN ST	HIATUS RD	Rear End	2	0	0	1	N	N	N	$8,000
82467840	2013-030725	Pembroke Pines PD	4/15/2013	5:00 PM	Pembroke Pines	SHERIDAN ST	N HIATUS RD	Rear End	2	0	0	0	N	N	N	$0
84051675	1.61401E+11	Broward Co SO	1/24/2014	1:13 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$600
84050804	1.61401E+11	Broward Co SO	1/9/2014	8:10 AM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	3	0	0	0	N	N	N	$12,300
84757972	1.61508E+11	Broward Co SO	8/7/2015	10:50 AM	Cooper City	SHERIDAN ST	HIATUS RD	Sideswipe	2	0	0	0	N	N	N	$8,000
83108025	1.61302E+11	Broward Co SO	2/8/2013	4:10 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	3	0	0	1	N	N	N	$6,000
83496547	1.61309E+11	Broward Co SO	9/20/2013	7:25 AM	Cooper City	HIATUS RD	STIRLING RD	Rear End	2	0	0	0	N	N	N	$0
83108623	1.61303E+11	Broward Co SO	3/13/2013	9:45 AM	Cooper City	HIATUS RD	STIRLING RD	Rear End	2	0	0	0	N	N	N	$3,750
84179501	1.61402E+11	Broward Co SO	2/23/2014	11:00 AM	Cooper City	STIRLING RD	HIATUS RD	Sideswipe	2	0	0	0	N	N	N	$2,000
84754588	1.61506E+11	Broward Co SO	6/9/2015	9:06 AM	Cooper City	STIRLING RD	SW 111TH TER	Sideswipe	2	0	0	0	N	N	N	$9,500
84389555	2013-104953	Pembroke Pines PD	12/23/2013	12:35 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$0
83497353	1.6131E+11	Broward Co SO	10/6/2013	8:23 PM	Cooper City	HIATUS RD	SHERIDAN ST	Sideswipe	2	0	0	0	N	N	N	$1,500
84945914	2014-093146	Pembroke Pines PD	12/19/2014	9:40 AM	Pembroke Pines	SHERIDAN ST	HIATUS RD N	Rear End	2	0	0	0	N	N	N	$0
84401167	1.61409E+11	Broward Co SO	9/11/2014	11:50 AM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$2,400
83497870	1.6131E+11	Broward Co SO	10/17/2013	2:45 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$4,000
84750042	1.61503E+11	Broward Co SO	3/30/2015	12:40 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	Y	N	$250
84402835	1.6141E+11	Broward Co SO	10/11/2014	4:52 AM	Cooper City	HIATUS RD	SHERIDAN ST	Off Road	1	0	0	1	Y	N	N	$5,200
84945218	2014-083720	Pembroke Pines PD	11/10/2014	7:51 AM	Pembroke Pines	HIATUS RD	SHERIDAN ST	Left Turn	2	0	0	1	N	N	N	$9,000
84403640	1.6141E+11	Broward Co SO	10/24/2014	12:20 PM	Cooper City	HIATUS RD	SHERIDAN STREET	Rear End	2	0	0	0	N	N	N	$2,000

HSMV Report Number	Agency Report Number	Reporting Agency	Crash Date	Crash Time	City	Crash Street	Intersecting Street	Crash Type	Vehicles	Non Motorists	Fatalities	Injuries	Alcohol Related	Distraction Related	Drug Related	Estimated Damages
83492558	1.61306E+11	Broward Co SO	6/7/2013	7:11 PM	Cooper City	SHERIDAN ST	HIATUS RD	Other	2	0	0	0	N	N	N	$300
84753745	1.61505E+11	Broward Co SO	5/25/2015	3:34 PM	Cooper City	SHERIDAN ST	HIATUS RD	Angle	2	0	0	1	N	N	N	$3,000
82467564	2013-025248	Pembroke Pines PD	3/28/2013	5:30 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	Y	N	$0
82468494	2013-042985	Pembroke Pines PD	5/26/2013	10:20 PM	Pembroke Pines	HIATUS RD	SHERIDAN ST	Sideswipe	2	0	0	0	N	N	N	$0
83490593	1.61304E+11	Broward Co SO	4/12/2013	6:42 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$2,000
84944924	2014-079098	Pembroke Pines PD	10/22/2014	9:53 PM	Pembroke Pines	N HIATUS RD	SHERIDAN STREET	Rear End	2	0	0	0	N	N	N	$0
84745388	1.61501E+11	Broward Co SO	1/19/2015	3:55 AM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	Y	N	N	$4,000
84754811	1.61506E+11	Broward Co SO	6/12/2015	4:46 PM	Cooper City	SHERIDAN ST	HIATUS RD	Other	2	0	0	0	N	N	N	$3,000
81728041	PD15OFF0477	Pembroke Pines PD	7/19/2015	6:50 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$5,000
84114807	2013-060576	Pembroke Pines PD	7/26/2013	2:51 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	1	N	N	N	$5,000
84404536	1.61411E+11	Broward Co SO	11/10/2014	8:49 AM	Cooper City	STIRLING RD	HIATUS RD	Sideswipe	2	0	0	0	N	N	N	$11,000
84179280	1.61402E+11	Broward Co SO	2/19/2014	4:35 PM	Cooper City	STIRLING RD	HIATUS RD	Rear End	2	0	0	0	N	N	N	$4,000
84758606	1.61508E+11	Broward Co SO	8/17/2015	5:45 PM	Cooper City	HIATUS RD	STIRLING RD	Rear End	2	0	0	0	N	N	N	$4,500
84752603	1.61505E+11	Broward Co SO	5/7/2015	9:07 AM	Cooper City	STIRLING RD	HIATUS RD	Sideswipe	2	0	0	0	N	N	N	$2,000
84761280	1.61509E+11	Broward Co SO	9/30/2015	9:33 AM	Cooper City	HIATUS RD	STIRLING RD	Rear End	2	0	0	1	N	N	N	$2,100
83107712	1.61301E+11	Broward Co SO	1/23/2013	9:30 AM	Cooper City	HIATUS RD	STIRLING RD	Rear End	2	0	0	0	N	N	N	$1,500
84868179	HPL15OFF0272	FHP	5/1/2015	8:00 PM	Davie	WB STATE ROAD 84 / 150FT E OF HIATUS RD	HIATUS RD	Rear End	2	0	0	0	N	Y	N	$4,100
83890639	1.61312E+11	Broward Co SO	12/17/2013	7:25 AM	Cooper City	HIATUS RD	STIRLING RD	Rear End	2	0	0	0	N	Y	N	$600
83491720	1.61305E+11	Broward Co SO	5/18/2013	12:45 PM	Cooper City	STIRLING RD		Other	2	0	0	0	N	Y	N	$2,000
84760770	1.61509E+11	Broward Co SO	9/21/2015	2:35 PM	Cooper City	STIRLING RD		Other	2	0	0	0	N	N	N	$125

HSMV Report Number	Weather Condition	Light Condition	Street Number	Crash Type Detailed	Crash Type Dir	Crash Severity	Manner of Collision	First Harmful Event	First HE Location	First HE Relation to Jct	Type of Intersection	Type of Shoulder	Road Surf Cond
84273551	Clear	Daylight		Left Leaving	E	Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Unpaved	Dry
84179817	Clear	Daylight		Off Road	N	Property Damage Only	Other	Tree (standing)	Off Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
84178342	Clear	Daylight		Parked Vehicle	W	Property Damage Only	Rear to Side	Parked Motor Vehicle	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
84753263	Clear	Daylight		Head On	NS	Injury	Front to Front	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Wet
84759415	Clear	Daylight	4055	Right Angle	NW	Injury	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Driveway/Alley Access Related	Not at Intersection	Paved	Dry
83497888	Clear	Dark - Lighted		Single Vehicle	N	Injury	Other	Other Non-Collision	Median	Non-Junction	Not at Intersection	Paved	Wet
84758455	Clear	Dark - Lighted		Single Vehicle		Property Damage Only	Other	Ran into Water/Canal	Off Roadway	Non-Junction	Other	Paved	Dry
84179853	Clear	Dark - Lighted		Left Entering	W	Injury	Angle	Motor Vehicle in Transport	On Roadway	Driveway/Alley Access Related	Not at Intersection	Paved	Dry
83108454	Clear	Dark - Lighted		Right Angle	NE	Injury	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Unpaved	Dry
84401073	Clear	Daylight		Left Entering	N	Injury	Front to Front	Motor Vehicle in Transport	On Roadway	Intersection-Related	Four-Way Intersection	Unpaved	Dry
84396719	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
86257383	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	T-Intersection	Paved	Dry
83490624	Clear	Daylight		Right Angle	NE	Injury	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Unpaved	Dry
83108469	Clear	Daylight		Parked Vehicle		Property Damage Only	Other	Parked Motor Vehicle	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
83491206	Rain	Dark - Lighted		Same Direction Sideswipe	N	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Intersection-Related	Four-Way Intersection	Curb	Wet
84400011	Clear	Daylight		Right Angle	SW	Injury	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Curb	Dry
84749769	Clear	Daylight		Rear End	N	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection	T-Intersection	Paved	Dry
86257080	Clear	Dark - Lighted		Left Entering	E	Injury	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Unpaved	Dry
83490535	Clear	Dark - Lighted	4040	Single Vehicle	W	Property Damage Only	Rear to Side	Parked Motor Vehicle	On Roadway	Driveway/Alley Access Related	Not at Intersection	Paved	Dry
84275030	Clear	Dark - Lighted		Right Angle	NW	Injury	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Curb	Dry
83499078	Rain	Dark - Lighted		Right Angle	NE	Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Paved	Wet
84400798	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
81727484	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
84407316	Rain	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Wet

HSMV Report Number	Weather Condition	Light Condition	Street Number	Crash Type Detailed	Crash Type Dir	Crash Severity	Manner of Collision	First Harmful Event	First HE Location	First HE Relation to Jct	Type of Intersection	Type of Shoulder	Road Surf Cond
83108699	Clear	Daylight		Rear End	S	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Paved	Dry
84747099	Clear	Daylight	2645	Parked Vehicle	E	Property Damage Only	Rear to Rear	Parked Motor Vehicle	In Parking Lane or Zone	Non-Junction	Not at Intersection	Unpaved	Dry
84750615	Clear	Daylight	2621	Parked Vehicle	N	Property Damage Only	Other	Parked Motor Vehicle	In Parking Lane or Zone	Non-Junction	Not at Intersection	Paved	Dry
84666640	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Dry
83494341	Cloudy	Daylight	2581	Backed Into	N	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Curb	Dry
84762638	Clear	Daylight	2581	Backed Into		Property Damage Only	Rear to Side	Parked Motor Vehicle	In Parking Lane or Zone	Non-Junction	Not at Intersection	Curb	Dry
84403320	Clear	Daylight	2581	Backed Into	W	Property Damage Only	Rear to Side	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Curb	Dry
84746120	Clear	Dark - Lighted	2581	Parked Vehicle	N	Property Damage Only	Angle	Parked Motor Vehicle	In Parking Lane or Zone	Non-Junction	Not at Intersection	Curb	Dry
83107983	Cloudy	Daylight		Rear End	S	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Wet
86257120	Clear	Daylight		Off Road	N	Property Damage Only	Other	Tree (standing)	Shoulder	Non-Junction	Not at Intersection	Unpaved	Dry
85766148	Clear	Daylight		Left Rear	S	Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Curb	Dry
84666607	Clear	Daylight		Left Rear	S	Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection		Dry
83496459	Clear	Daylight		Rear End	S	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Curb	Dry
84402859	Clear	Daylight	2500	Unknown		Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Curb	Dry
84397699	Rain	Daylight		Right Angle	NW	Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Unpaved	Wet
82467811	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Wet
84945539	Clear	Daylight		Left Entering	N	Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Curb	Dry
84666703	Clear	Daylight		Rear End	N	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
81726535	Cloudy	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Wet
84763105	Rain	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Wet
82467623	Rain	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Wet
84405880	Cloudy	Daylight		Rear End	W	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Wet
84403331	Clear	Dark - Lighted		Off Road	W	Injury	Other	Tree (standing)	On Roadway	Driveway/Alley Access Related	Not at Intersection	Unpaved	Dry
83499821	Clear	Daylight		Left Leaving	S	Injury	Angle	Motor Vehicle in Transport	On Roadway	Driveway/Alley Access Related	Four-Way Intersection	Unpaved	Wet
84405076	Cloudy	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry

HSMV Report Number	Weather Condition	Light Condition	Street Number	Crash Type Detailed	Crash Type Dir	Crash Severity	Manner of Collision	First Harmful Event	First HE Location	First HE Relation to Jct	Type of Intersection	Type of Shoulder	Road Surf Cond
86257452	Clear	Dusk		Left Rear	E	Property Damage Only	Front to Front	Motor Vehicle in Transport	On Roadway	Non-Junction	T-Intersection	Paved	Dry
83497072	Clear	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Paved	Dry
84753495	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Four-Way Intersection	Unpaved	Dry
84403604	Clear	Dark - Lighted		Right/Left	W	Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Curb	Dry
84397248	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Paved	Dry
84395612	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Curb	Dry
84392705	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
84395476	Clear	Daylight		Rollover	E	Property Damage Only	Angle	Overturn/Rollover	On Roadway	Intersection-Related	Not at Intersection	Paved	Dry
84273743	Rain	Dusk		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Curb	Wet
84747404	Clear	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
86298471	Rain	Dark - Lighted		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Wet
86258097	Rain	Daylight		Rear End	S	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Wet
86257142	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection	Not at Intersection	Unpaved	Dry
84403089	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
84759728	Clear	Daylight	2581	Backed Into	S	Property Damage Only	Other	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Curb	Dry
82467094	Clear	Daylight		Left Entering	W	Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Paved	Dry
81725867	Clear	Daylight		Right Angle	SE	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Wet
84744547	Clear	Daylight		Same Direction Sideswipe	S	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Non-Junction	Four-Way Intersection	Unpaved	Dry
84404163	Clear	Dark - Lighted		Off Road	E	Property Damage Only	Other	Other Post, Pole or Support	On Roadway	Intersection-Related	Not at Intersection	Paved	Dry
84399577	Clear	Daylight		Rear End	W	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
84114482	Clear	Dark - Lighted		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Dry
84390142	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection		Dry
81727386	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
84400808	Clear	Dark - Lighted		Same Direction Sideswipe	W	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Paved	Dry

HSMV Report Number	Weather Condition	Light Condition	Street Number	Crash Type Detailed	Crash Type Dir	Crash Severity	Manner of Collision	First Harmful Event	First HE Location	First HE Relation to Jct	Type of Intersection	Type of Shoulder	Road Surf Cond
84406012	Rain	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Wet
84752351	Clear	Daylight		Rear End	W	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
83109118	Rain	Daylight		Rear End	W	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Wet
83890938	Clear	Dark - Lighted	11109	Parked Vehicle	E	Property Damage Only	Sideswipe, Opposite Direction	Parked Motor Vehicle	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
83890669	Clear	Dark - Lighted		Parked Vehicle	W	Property Damage Only	Angle	Parked Motor Vehicle	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
84406232	Clear	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Four-Way Intersection	Curb	Dry
85197859	Clear	Daylight		Same Direction Sideswipe	W	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Curb	Dry
84401371	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Unpaved	Dry
83108331	Cloudy	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Four-Way Intersection	Curb	Wet
83818630	Clear	Dark - Lighted		Off Road	W	Injury	Other	Concrete Traffic Barrier	Shoulder	Non-Junction	Not at Intersection	Paved	Dry
84748963	Cloudy	Dark - Lighted		Single Vehicle	S	Property Damage Only	Other	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Curb	Wet
84760615	Rain	Daylight		Head On	SE	Injury	Front to Front	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Paved	Wet
81727379	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
84666595	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Dry
84753418	Clear	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Driveway/Alley Access Related	Not at Intersection	Unpaved	Dry
84745216	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
84757508	Clear	Daylight		Rear End	S	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
86257526	Rain	Dark - Not Lighted	2711	Backed Into		Property Damage Only	Angle	Parked Motor Vehicle	In Parking Lane or Zone	Driveway/Alley Access Related	Not at Intersection	Curb	Wet
83499486	Clear	Daylight	2651	Backed Into	N	Property Damage Only	Rear to Rear	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Paved	Dry
84404621	Clear	Dark - Lighted		Off Road	W	Injury	Front to Front	Other Fixed Object	Off Roadway	Non-Junction	Four-Way Intersection	Paved	Dry
82466674	Clear	Dark - Lighted		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Four-Way Intersection	Paved	Dry
83491471	Clear	Daylight		Same Direction Sideswipe	W	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
86257151	Clear	Dark - Not Lighted		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
84115235	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Dry

HSMV Report Number	Weather Condition	Light Condition	Street Number	Crash Type Detailed	Crash Type Dir	Crash Severity	Manner of Collision	First Harmful Event	First HE Location	First HE Relation to Jct	Type of Intersection	Type of Shoulder	Road Surf Cond
82468322	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Dry
84666217	Clear	Dark - Lighted		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Dry
81728886	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Curb	Dry
82467549	Clear	Daylight		Same Direction Sideswipe	E	Injury	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Paved	Dry
83109097	Cloudy	Daylight		Unknown		Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Wet
86257528	Rain	Dark - Not Lighted		Same Direction Sideswipe	W	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Wet
84761135	Clear	Dark - Not Lighted		Single Vehicle	E	Property Damage Only	Other	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Wet
83496429	Rain	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Wet
83108470	Clear	Daylight		Rear End	E	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
84758952	Cloudy	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
84758921	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Curb	Dry
83704062	Cloudy	Daylight		Right Angle	SW	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Paved	Dry
84752350	Clear	Daylight		Left Rear	S	Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Intersection-Related	Four-Way Intersection	Paved	Dry
84755731	Cloudy	Daylight		Rear End	W	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
84755927	Clear	Daylight		Left Entering	N	Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Curb	Dry
84763974	Clear	Dark - Lighted		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Curb	Dry
83491403	Clear	Daylight		Same Direction Sideswipe	E	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
84945727	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Dry
84389470	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Dry
84667286	Rain	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Wet
83500437	Clear	Daylight		Rear End	W	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
84750284	Clear	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
81727181	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Dry

HSMV Report Number	Weather Condition	Light Condition	Street Number	Crash Type Detailed	Crash Type Dir	Crash Severity	Manner of Collision	First Harmful Event	First HE Location	First HE Relation to Jct	Type of Intersection	Type of Shoulder	Road Surf Cond
84401163	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
84666294	Clear	Dark - Lighted		Rear End	E	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
83491391	Clear	Daylight	2581	Backed Into	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Curb	Dry
84398168	Clear	Daylight	2581	Backed Into	N	Property Damage Only	Rear to Side	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Paved	Dry
84396783	Clear	Daylight		Rear End	S	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
85765579	Cloudy	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Four-Way Intersection	Paved	Dry
86298061	Clear	Daylight		Parked Vehicle	E	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
86258161	Clear	Daylight		Rear End	S	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
83497260	Clear	Daylight	2501	Backed Into	N	Property Damage Only	Rear to Side	Motor Vehicle in Transport	In Parking Lane or Zone	Driveway/Alley Access Related	Not at Intersection	Curb	Dry
84396305	Rain	Daylight		Right Angle	NE	Injury	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Paved	Wet
86259271	Clear	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Curb	Dry
84399998	Clear	Daylight		Rear End	W	Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
84667358	Clear	Dawn		Rear End	N	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Curb	Dry
83109337	Clear	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Paved	Dry
84396495	Clear	Dark - Lighted		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Curb	Wet
83698775	Cloudy	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Entrance/Exit Ramp	Not at Intersection	Paved	Dry
84749379	Cloudy	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Wet
83492108	Cloudy	Daylight		Rear End	S	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
84404153	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
83107708	Clear	Dark - Not Lighted		Off Road	W	Property Damage Only	Other	Curb	Median	Intersection-Related	Not at Intersection	Curb	Dry
84395395	Clear	Daylight		Rear End	W	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
84407104	Clear	Dark - Lighted		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
83107853	Clear	Daylight	11105	Backed Into	S	Property Damage Only	Rear to Side	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Paved	Dry
84667265	Cloudy	Daylight		Rear End	E	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Wet
84943747	Cloudy	Daylight		Rear End	W	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Wet

HSMV Report Number	Weather Condition	Light Condition	Street Number	Crash Type Detailed	Crash Type Dir	Crash Severity	Manner of Collision	First Harmful Event	First HE Location	First HE Relation to Jct	Type of Intersection	Type of Shoulder	Road Surf Cond
84389749	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Wet
84754304	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
84750790	Clear	Daylight		Same Direction Sideswipe	N	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Non-Junction	Four-Way Intersection	Curb	Dry
84761713	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
81726259	Cloudy	Daylight		Rear End	E	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
84751678	Cloudy	Daylight	2621	Parked Vehicle		Property Damage Only	Angle	Parked Motor Vehicle	On Roadway	Non-Junction	Not at Intersection	Curb	Dry
84405383	Clear	Daylight	2595	Parked Vehicle	W	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Curb	Dry
84751407	Clear	Daylight	2581	Backed Into	S	Property Damage Only	Rear to Side	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Paved	Dry
84400384	Clear	Daylight	2581	Backed Into	S	Property Damage Only	Rear to Rear	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Curb	Dry
83498005	Clear	Daylight		Backed Into	S	Property Damage Only	Rear to Rear	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Paved	Dry
84944960	Clear	Daylight		Right Angle	EW	Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection		Dry
83107784	Clear	Daylight		Rear End	S	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Paved	Dry
83496011	Clear	Daylight		Rear End	S	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Curb	Dry
83491484	Clear	Dark - Lighted		Left Entering	E	Injury	Front to Front	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Unpaved	Dry
84405755	Cloudy	Daylight		Right/Through	S	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Intersection-Related	Four-Way Intersection	Curb	Wet
84758055	Cloudy	Daylight		Backed Into	N	Property Damage Only	Angle	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Curb	Wet
82467892	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Dry
82468067	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Dry
83495314	Rain	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Wet
84946176	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Dry
84666702	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Dry
81728020	Clear	Daylight		Rear End	N	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
81727767	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Curb	Dry
83109129	Rain	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Wet

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84405235	Rain	Dark - Not Lighted		Unknown		Injury	Angle	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Wet
83497067	Clear	Daylight		Left Entering	E	Injury	Angle	Motor Vehicle in Transport	On Roadway	Driveway/Alley Access Related	T-Intersection	Unpaved	Dry
84274592	Clear	Daylight		Off Road	N	Property Damage Only	Other	Other Post, Pole or Support	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
84748480	Clear	Daylight		Bicycle	W	Property Damage Only	Other	Pedalcycle	On Roadway	Intersection-Related	Four-Way Intersection	Curb	Dry
84763553	Clear	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
83107792	Clear	Daylight		Left Entering	W	Injury	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Unpaved	Dry
84747725	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Paved	Dry
83499904	Clear	Dark - Lighted		Right/Through	N	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Paved	Dry
83496499	Clear	Daylight		Same Direction Sideswipe	E	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
83890780	Clear	Daylight	11105	Parked Vehicle	W	Property Damage Only	Rear to Side	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Curb	Dry
84404788	Clear	Daylight		Rear End	W	Injury	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
84274787	Clear	Daylight		Other	S	Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Driveway/Alley Access Related	Not at Intersection	Unpaved	Dry
84666852	Clear	Daylight		Rear End	E	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
83492045	Clear	Daylight	2603	Off Road	W	Property Damage Only	Other	Tree (standing)	In Parking Lane or Zone	Non-Junction	Not at Intersection	Curb	Dry
83492749	Clear	Daylight	2575	Backed Into	S	Property Damage Only	Rear to Rear	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Paved	Dry
83495548	Clear	Daylight		Rear End	W	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
83890932	Clear	Dark - Lighted		Rear End	S	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Curb	Dry
84115775	Clear	Dark - Lighted		Same Direction Sideswipe	E	Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Dry
84397842	Clear	Daylight		Rear End	S	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Paved	Dry
84389940	Clear	Dark - Lighted		Parked Vehicle	E	Property Damage Only	Front to Front	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
84762463	Cloudy	Daylight		Rear End	S	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
83496436	Rain	Daylight		Left Entering	E	Injury	Front to Front	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Curb	Wet
84394593	Clear	Daylight	2500	Backed Into	W	Property Damage Only	Rear to Side	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Curb	Dry
84179083	Clear	Dark - Lighted		Left Entering	E	Injury	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Unpaved	Dry

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85766041	Clear	Dark - Lighted		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
83494605	Cloudy	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
83109127	Rain	Daylight		Rear End	W	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Wet
84178405	Clear	Daylight	11173	'arked Vehicl	N	Property Damage Only	Rear to Side	Parked Motor Vehicle	Off Roadway	Non-Junction	Not at Intersection	Paved	Dry
84050201	Clear	Dark - Lighted		Left Entering	S	Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Driveway/Alley Access Related	T-Intersection	Unpaved	Dry
85764789	Clear	Daylight		Same Direction Sideswipe	E	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
84051732	Clear	Daylight		Backed Into	E	Property Damage Only	Other	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
83890954	Clear	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
86258031	Cloudy	Dark - Lighted		Left Entering	N	Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Non-Junction	Four-Way Intersection	Paved	Dry
84760113	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
84752774	Clear	Daylight	11105	Backed Into	E	Property Damage Only	Rear to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Curb	Dry
83109028	Clear	Dark - Lighted		Left Entering	E	Injury	Front to Front	Motor Vehicle in Transport	On Roadway	Driveway/Alley Access Related	T-Intersection	Unpaved	Dry
84755315	Clear	Daylight		Left Entering	N	Property Damage Only	Sideswipe, Opposite Direction	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
84753061	Clear	Daylight		Backed Into	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Driveway/Alley Access Related	Not at Intersection	Unpaved	Dry
84756555	Clear	Daylight		Right Angle	SE	Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Curb	Dry
84759360	Rain	Daylight	2635	Backed Into	S	Property Damage Only	Angle	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Curb	Wet
83491525	Cloudy	Daylight	2581	Backed Into	S	Property Damage Only	Angle	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Curb	Dry
84393248	Clear	Daylight	2581	Backed Into	N	Property Damage Only	Rear to Side	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Curb	Dry
84398334			2581	Unknown		Property Damage Only							
84764127	Clear	Daylight	2573	Backed Into	S	Property Damage Only	Rear to Rear	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Paved	Dry
84945052	Clear	Dark - Lighted		Rear End	E	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
84667343	Clear	Daylight		Left Entering	W	Property Damage Only	Front to Front	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Paved	Dry
86297373	Rain	Daylight		Same Direction Sideswipe	E	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Wet
83109289	Clear	Dark - Lighted		Off Road	W	Property Damage Only	Other	Other Traffic Barrier	On Roadway	Intersection-Related	Four-Way Intersection	Paved	Dry

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84763024	Clear	Daylight		Rear End	S	Property Damage Only	Front to Rear	Motor Vehicle in Transport	In Parking Lane or Zone	Driveway/Alley Access Related	Not at Intersection	Unpaved	Dry
84763265	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Four-Way Intersection	Unpaved	Dry
84752523	Clear	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Curb	Dry
82467812	Rain	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Wet
84945920	Clear	Daylight		Rear End	E	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
82467840	Cloudy	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection		Dry
84051675	Clear	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
84050804	Rain	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Wet
84757972	Clear	Daylight		Same Direction Sideswipe	W	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Non-Junction	T-Intersection	Unpaved	Dry
83108025	Cloudy	Daylight		Rear End	W	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Wet
83496547	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
83108623	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
84179501	Clear	Daylight		Same Direction Sideswipe	E	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
84754588	Clear	Daylight		Same Direction Sideswipe	W	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
84389555	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Dry
83497353	Clear	Dark - Lighted		Same Direction Sideswipe	S	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
84945914	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Dry
84401167	Clear	Daylight	2671	Parked Vehicle	S	Property Damage Only	Angle	Parked Motor Vehicle	In Parking Lane or Zone	Non-Junction	Not at Intersection	Paved	Dry
83497870	Clear	Daylight	2643	Parked Vehicle	S	Property Damage Only	Front to Rear	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Paved	Dry
84750042	Clear	Daylight	2595	Backed Into	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Paved	Dry
84402835	Clear	Dark - Lighted		Off Road	N	Injury	Other	Tree (standing)	Shoulder	Non-Junction	Not at Intersection	Paved	Dry
84945218	Rain	Daylight		Left Rear	W	Injury	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Paved	Wet
84403640	Cloudy	Daylight		Rear End	S	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Wet

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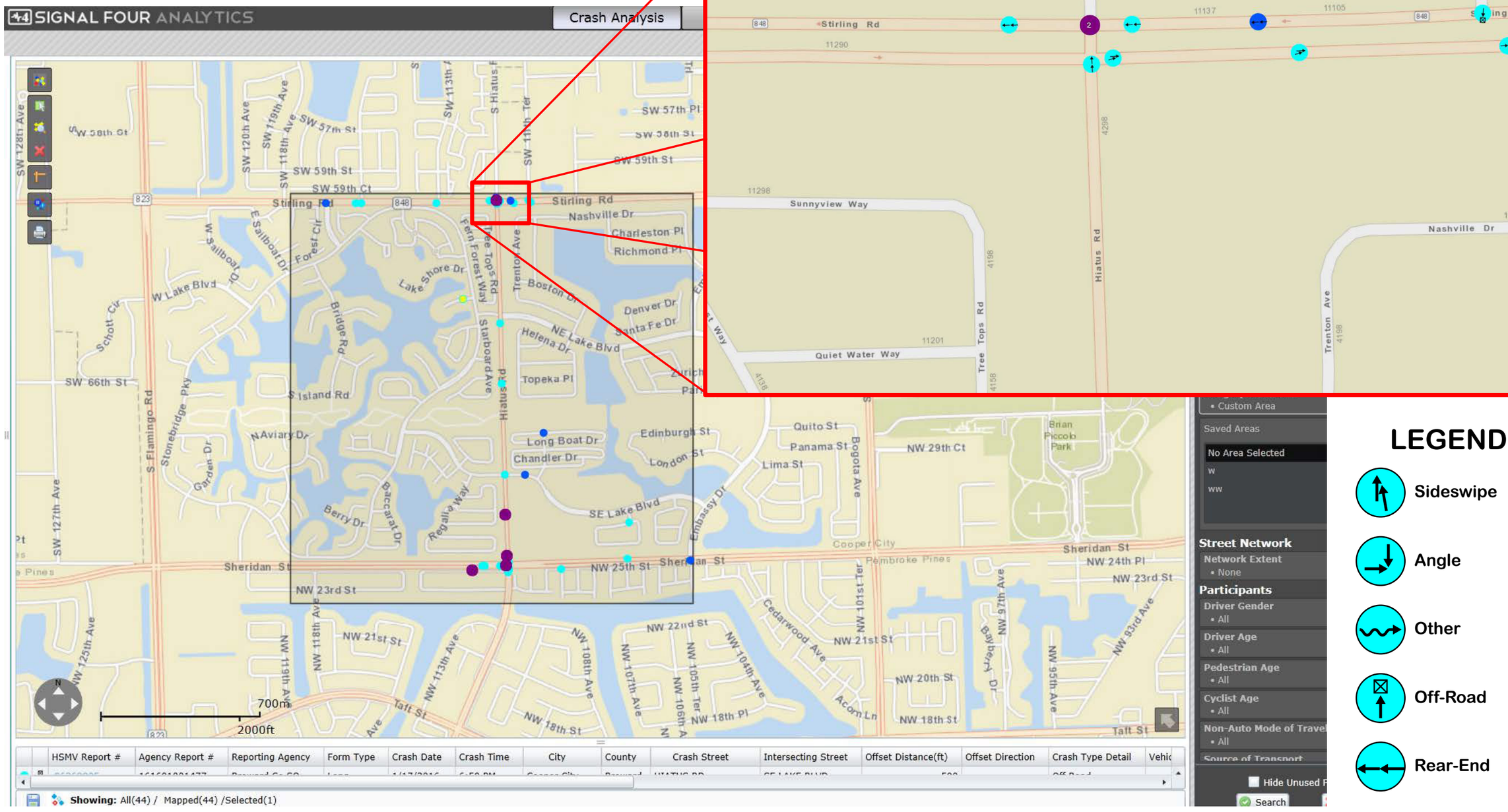
83492558	Rain	Daylight		Backed Into	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Four-Way Intersection	Paved	Wet
84753745	Cloudy	Daylight		Right Angle	SW	Injury	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Curb	Dry
82467564	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Dry
82468494	Clear	Dark - Lighted		Same Direction Sideswipe	S	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Dry
83490593	Clear	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Four-Way Intersection	Curb	Dry
84944924	Rain	Dark - Lighted		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Four-Way Intersection		Wet
84745388	Clear	Dark - Lighted		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Curb	Dry
84754811	Clear	Daylight		Other	W	Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Non-Junction	Other	Curb	Dry
81728041	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
84114807	Clear	Daylight		Rear End	E	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
84404536	Cloudy	Daylight		Same Direction Sideswipe	E	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Wet
84179280	Clear	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
84758606	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Curb	Dry
84752603	Clear	Daylight		Same Direction Sideswipe	E	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
84761280	Clear	Daylight		Rear End	N	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Paved	Dry
83107712	Cloudy	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
84868179	Clear	Dark - Lighted		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
83890639	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Four-Way Intersection	Curb	Dry
83491720	Clear	Daylight	11105	Parked Vehicle	E	Property Damage Only	Sideswipe, Same Direction	Parked Motor Vehicle	In Parking Lane or Zone	Non-Junction	Other	Unpaved	Dry
84760770	Clear	Daylight	11105	Backed Into		Property Damage Only	Front to Rear	Motor Vehicle in Transport	Unknown	Unknown	Not at Intersection	Unpaved	Dry

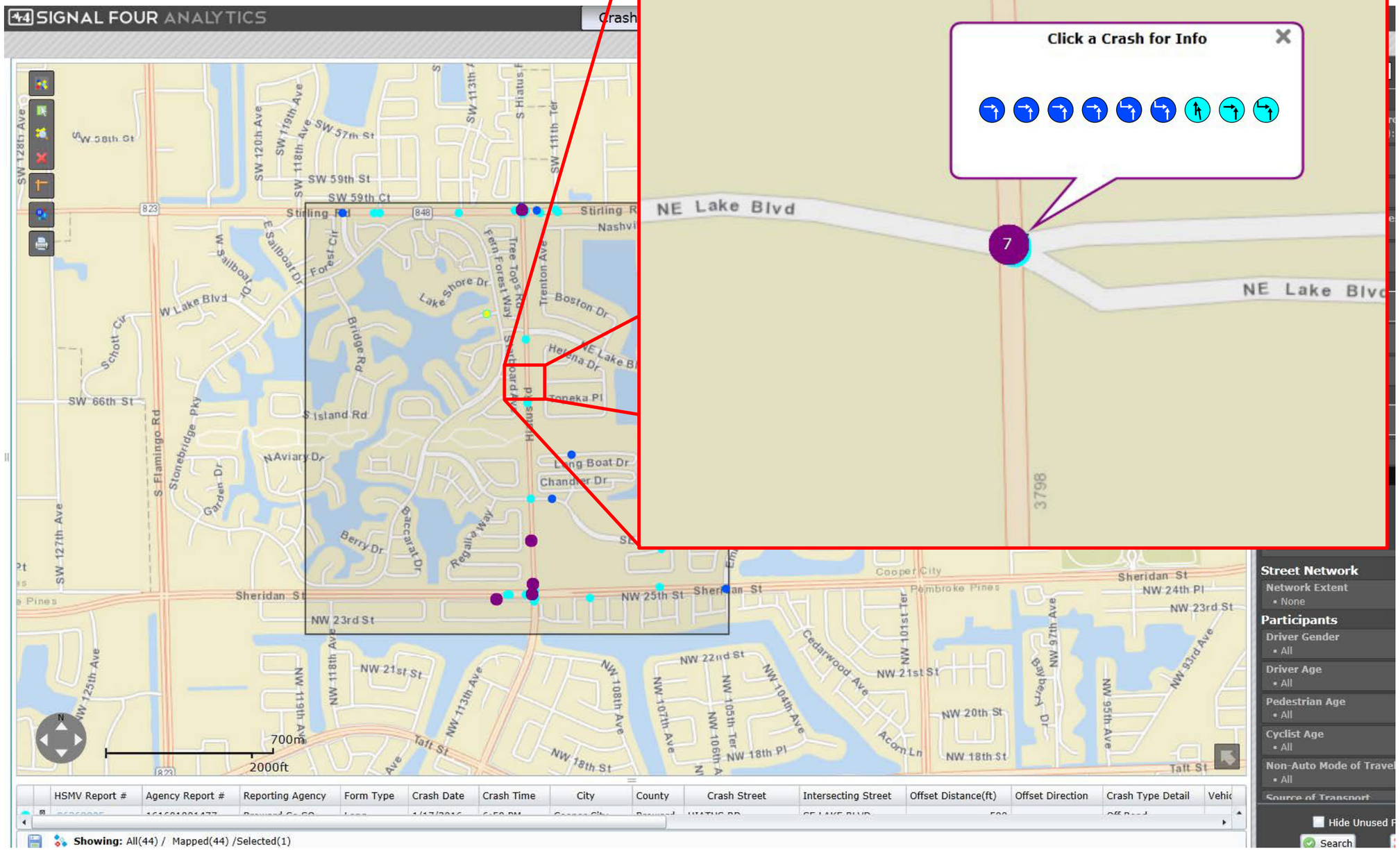
CRASH ANALYSIS FOR STIRLING RD AND HIATUS RD



LEGEND

- Sideswipe
- Angle
- Other
- Off-Road
- Rear-End

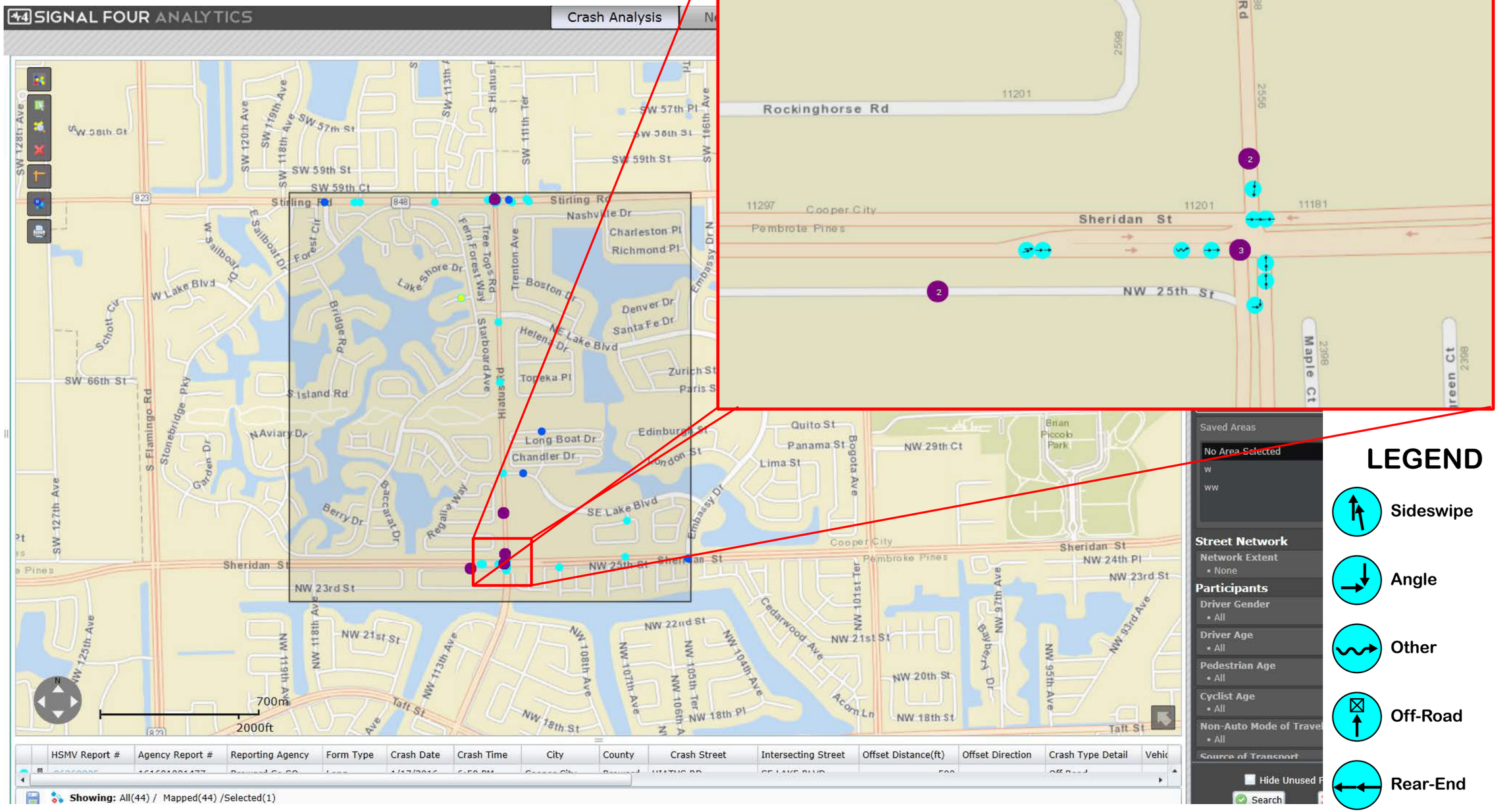
CRASH ANALYSIS FOR HIATUS RD AND NE LAKE BLVD



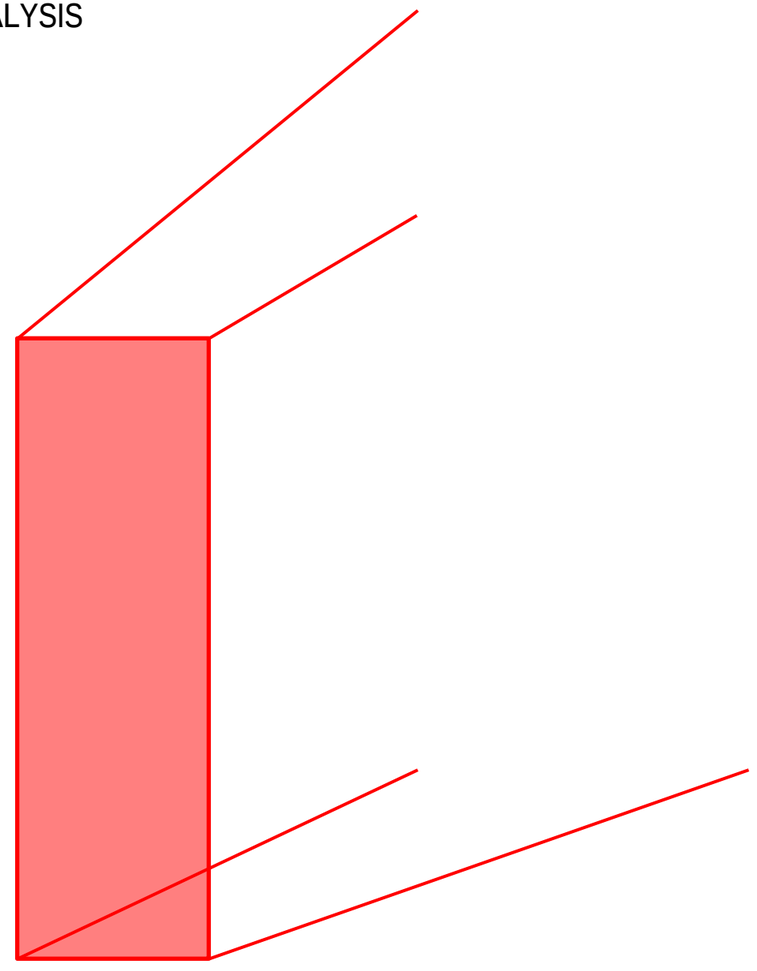
LEGEND

- Sideswipe
- Angle
- Other
- Off-Road
- Rear-End

CRASH ANALYSIS FOR HIATUS RD AND SHERIDAN ST



CRASH TYPE VERSUS CRASH SEVERITY ANALYSIS



APPENDIX C
Intersection Capacity Analysis

Intersection	
Int Delay, s/veh	4.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Traffic Vol, veh/h	52	3	71	57	3	41	30	605	77	13	301	37
Future Vol, veh/h	52	3	71	57	3	41	30	605	77	13	301	37
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	100	-	-	-	-	0	300	-	670	281	-	245
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	57	3	77	62	3	45	33	658	84	14	327	40

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1079	1078	327	1119	1078	658	327	0	0	658	0	0
Stage 1	355	355	-	723	723	-	-	-	-	-	-	-
Stage 2	724	723	-	396	355	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	196	219	714	184	219	464	1233	-	-	930	-	-
Stage 1	662	630	-	417	431	-	-	-	-	-	-	-
Stage 2	417	431	-	629	630	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	170	210	714	157	210	464	1233	-	-	930	-	-
Mov Cap-2 Maneuver	170	210	-	157	210	-	-	-	-	-	-	-
Stage 1	644	621	-	406	419	-	-	-	-	-	-	-
Stage 2	364	419	-	550	621	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	21.7	30.8	0.3	0.3
HCM LOS	C	D		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	1233	-	-	170	651	159	464	930	-	-
HCM Lane V/C Ratio	0.026	-	-	0.332	0.124	0.41	0.096	0.015	-	-
HCM Control Delay (s)	8	-	-	36.4	11.3	42.5	13.6	8.9	-	-
HCM Lane LOS	A	-	-	E	B	E	B	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	1.4	0.4	1.8	0.3	0	-	-

Intersection	
Int Delay, s/veh	4.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Traffic Vol, veh/h	19	6	36	45	6	39	70	410	87	44	448	75
Future Vol, veh/h	19	6	36	45	6	39	70	410	87	44	448	75
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	100	-	-	-	-	0	300	-	670	281	-	245
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	21	7	39	49	7	42	76	446	95	48	487	82

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1184	1181	487	1203	1181	446	487	0	0	446	0	0
Stage 1	583	583	-	598	598	-	-	-	-	-	-	-
Stage 2	601	598	-	605	583	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	166	190	581	161	190	612	1076	-	-	1114	-	-
Stage 1	498	499	-	489	491	-	-	-	-	-	-	-
Stage 2	487	491	-	485	499	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	137	169	581	133	169	612	1076	-	-	1114	-	-
Mov Cap-2 Maneuver	137	169	-	133	169	-	-	-	-	-	-	-
Stage 1	463	477	-	454	456	-	-	-	-	-	-	-
Stage 2	415	456	-	427	477	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	21	32.4	1.1	0.7
HCM LOS	C	D		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	1076	-	-	137	431	136	612	1114	-	-
HCM Lane V/C Ratio	0.071	-	-	0.151	0.106	0.408	0.069	0.043	-	-
HCM Control Delay (s)	8.6	-	-	35.9	14.3	48.6	11.3	8.4	-	-
HCM Lane LOS	A	-	-	E	B	E	B	A	-	-
HCM 95th %tile Q(veh)	0.2	-	-	0.5	0.4	1.8	0.2	0.1	-	-

APPENDIX D
MUTCD Traffic Signal Warrant Analysis

Form 750-020-01
TRAFFIC ENGINEERING
10/15

State of Florida Department of Transportation

TRAFFIC SIGNAL WARRANT SUMMARY

City:	**Cooper City**	Engineer:	**Eric Czerniejewski**
County:	**86 – Broward**	Date:	**May 9, 2016**
District:	**Four**		

Major Street:	**Hiatus Road**	Lanes:	**2**	Major Approach Speed:	**40**
Minor Street:	**NE Lake Boulevard**	Lanes:	**1**	Minor Approach Speed:	**25**

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph (70 km/h)? ☐ Yes ☑ No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? ☐ Yes ☑ No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes" ☐ 70% ☑ 100%

WARRANT 1 - EIGHT-HOUR VEHICULAR VOLUME

Warrant 1 is satisfied if Condition A or Condition B is "100%" satisfied for eight hours. ☐ Yes ☑ No

Warrant 1 is also satisfied if both Condition A and Condition B are "80%" satisfied (should only be applied after an adequate trial of other alternatives that could cause less delay and inconvenience to traffic has failed to solve the traffic problems). ☐ Yes ☑ No

Condition A - Minimum Vehicular Volume

Condition A is intended for application at locations where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal.

100% Satisfied: ☐ Yes ☑ No
80% Satisfied: ☐ Yes ☑ No
70% Satisfied: ☐ Yes ☑ No

Number of Lanes for moving traffic on each approach		Vehicles per hour on major-street (total of both approaches)			Vehicles per hour on minor-street (one direction only)		
Major	**Minor**	**100%[a]**	**80%[b]**	**70%[c]**	**100%[a]**	**80%[b]**	**70%[c]**
1	1	500	400	350	150	120	105
2 or more	1	600	480	420	150	120	105
2 or more	2 or more	600	480	420	200	160	140
1	2 or more	500	400	350	200	160	140

[a] Basic Minimum hourly volume
[b] Used for combination of Conditions A and B after adequate trial of other remedial measures
[c] May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Record 8 highest hours and the corresponding major-street and minor-street volumes in the Instructions Sheet.

Street	Eight Highest Hours							
	7:00-8:00	**8:00-9:00**	**9:00-10:00**	**3:00-4:00**	**4:00-5:00**	**5:00-6:00**	**6:00-7:00**	**7:00-8:00**
Major	951	830	580	1,011	1,016	1,136	1,041	787
Minor	126	105	85	70	90	91	74	76

Existing Volumes

Form 750-020-01
TRAFFIC ENGINEERING
10/15

State of Florida Department of Transportation

TRAFFIC SIGNAL WARRANT SUMMARY

Condition B - Interruption of Continuous Traffic

Condition B is intended for application where Condition A is not satisfied and the traffic volume on a major street is so heavy that traffic on the minor intersecting street suffers excessive delay or conflict in entering or crossing the major street.

Applicable:	☑ Yes	☐ No
100% Satisfied:	☐ Yes	☑ No
80% Satisfied:	☐ Yes	☑ No
70% Satisfied:	☐ Yes	☑ No

Number of Lanes for moving traffic on each approach		Vehicles per hour on major-street (total of both approaches)			Vehicles per hour on minor-street (one direction only)		
Major	**Minor**	**100%[a]**	**80%[b]**	**70%[c]**	**100%[a]**	**80%[b]**	**70%[c]**
1	1	750	600	525	75	60	53
2 or more	1	900	720	630	75	60	53
2 or more	2 or more	900	720	630	100	80	70
1	2 or more	750	600	525	100	80	70

[a] Basic Minimum hourly volume

[b] Used for combination of Conditions A and B after adequate trial of other remedial measures

[c] May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Record 8 highest hours and the corresponding major-street and minor-street volumes in the Instructions Sheet.

Eight Highest Hours								
Street	**7:00-8:00**	**8:00-9:00**	**9:00-10:00**	**3:00-4:00**	**4:00-5:00**	**5:00-6:00**	**6:00-7:00**	**7:00-8:00**
Major	951	830	580	1,011	1,016	1,136	1,041	787
Minor	126	105	85	70	90	91	74	76

Existing Volumes

CONTINUING PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated the 8 day of June, **2021** by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 SW 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

THE CORRADINO GROUP, INC., an **Engineering Firm** listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **5200 NW 33 Avenue, Suite 203, Fort Lauderdale, FL 33309** (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties".

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective Parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **June 18, 2020,** the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide certain professional services under a continuing contract, as defined by Section 297.055(2)(g), F.S., as more particularly described in **Exhibit "A"**, attached hereto and by this reference made a part hereof, for the said bid entitled:

Request for Qualifications # 2020-1-UTL

Professional Service Providers
(Architectural, Engineering, Surveying & Mapping)

1.2 On **August 6, 2020**, the bids were opened at the Offices of the City Clerk.

1.3 On **March 9, 2021**, the CITY approved the findings and recommendation of the evaluation committee and certified CONSULTANT as qualified to provide various professional services that the

CITY may need or that may arise, in accordance with the Consultants' Competitive Negotiation Act, § 287.055(3)(c), Florida Statutes.

1.4 CITY awarded the bid to CONSULTANT and authorized the proper CITY officials to negotiate and enter into an agreement with CONSULTANT to render the services more particularly described herein below. Negotiations pertaining to the services to be performed by the CONSULTANT were undertaken in accordance with the Consultants' Competitive Negotiation Act (CCNA), §287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.

1.5 In the event of any conflicts between this Agreement and any exhibits hereto, this Agreement shall prevail, followed by the bid specifications attached hereto as **Exhibit "A"**, and by reference made a part hereof.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 The CITY may request from the CONSULTANT from time to time, on an as needed basis, professional services, as defined by Section 287.055(2)(a), F.S., including architectural, engineering, surveying and mapping services. These requests will describe the scope of work, desired timeframe for its completion and the method of payment to be used. Upon receipt of these requests, the CONSULTANT shall timely review the scope of work and schedule described in each request, and provide the CITY with a "not to exceed" fee or a list of professionals required for the assignment and an estimate of the work hours required to accomplish the services. Once an understanding is reached between the CITY and CONSULTANT regarding the scope, schedule and fee, the CITY will issue an amendment to the Agreement or a work order or in a form approved by the CITY authorizing the CONSULTANT to perform the services. The CONSULTANT's fee and cost proposal shall be based upon the hourly rates set forth on **Exhibit "B"**, attached hereto and by this reference made a part hereof.

2.2 CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all services performed under this Agreement shall be performed in a professional manner.

2.3 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

2.4 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional and ethical guidelines established by their profession. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the CITY.

2.5 All services provided by CONSULTANT pursuant to this Agreement shall comply with the definition of "continuing contract" in Section 287.055(2)(g), Florida Statutes as amended from time to time.

2.6 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of CITY.

2.7 CONSULTANT shall comply with the applicable provisions of the City of Cooper City Code of Ordinances. CONSULTANT shall require that all sub-consultants comply with the applicable provisions of the City of Cooper City Code of Ordinances.

2.8 In the event that the CITY engages the CONSULTANT to provide any services related to a CITY project that is utilizing transportation surtax funds provided by Broward County, the CONSULTANT shall, upon request by the CITY and in the CITY's sole discretion, execute the project-specific consultant services agreement attached hereto as Composite Exhibit "C. " The agreements included in Exhibit "C" are a requirement of Broward County for all transportation surtax funded projects and may not be amended by either the CONSULTANT or the CITY.

ARTICLE 3
TERM FOR PERFORMANCE AND TERMINATION

3.1 CONSULTANT shall perform the services identified in Article 2 within the timeframe set forth in each amendment or work order. Minor adjustments to the timetable for completion approved by CITY in advance, in writing, will not constitute non-performance by CONSULTANT pursuant to this Agreement.

3.2 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the CITY for projects which the CITY from time to time authorizes CONSULTANT's services in connection therewith. Notwithstanding the foregoing, the initial Term of this Agreement shall be for three (3) year(s). The Term of this Agreement may be extended upon the mutual written agreement of the Parties for up to two (2) additional two (2) year renewal terms.

3.3 This Agreement may be terminated by either party for cause, or by either party for convenience. If terminated for convenience, the terminating party shall provide to the other party thirty (30) days' written notice, in which event the CONSULTANT shall be paid its compensation for services performed to termination date. [NOTE: CONSULTANT may not terminate existing assignments for convenience after they have been accepted as addendums to this Agreement.] In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY immediately.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 CITY agrees to compensate CONSULTANT pursuant to the amounts agreed to in each amendment or by the rates established in **Exhibit "B"**, attached hereto and by this reference made a part hereof, for miscellaneous services required.

4.2 CONSULTANT shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY.

4.3 CITY will make its best efforts to pay CONSULTANT within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONSULTANT at:

THE CORRADINO GROUP, INC.
5200 NW 33 AVENUE, SUITE 203
FORT LAUDERDALE, FL 33309

ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Work, as described in **Exhibit "A"**, to be provided under this Agreement, subject to the requirements set forth in Section 287.055, Florida Statutes. Such changes or additional work must be in accordance with the provisions of the CITY's Code of Ordinances, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 CONSULTANT shall continue work when seeking change order unless work has not been authorized herein, or by written amendment or change order, executed by the parties hereto, with the same formality, equality, and dignity herewith. Work to be performed while a seeking change order which has not been described herein or in a separate written agreement shall be performed at the CONSULTANT's own risk. CITY shall not be responsible for any payments requested pursuant to a change order until the change order is approved by the CITY.

5.3 In no event will the CONSULTANT be compensated for any services which have not been described either herein or in a separate written agreement or amendment executed by the Parties hereto with the same formality and equal dignity herewith.

ARTICLE 6
INDEMNIFICATION

6.1 CONSULTANT shall indemnify and save harmless the CITY, its elected and appointed officials, agents, servants and employees from and against any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees and appellate costs, sustained by the CITY, its elected and appointed officials, agents, servants or employees arising out of, or by reason of, or resulting from the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, its agents, servants or employees in the performance under this Agreement.

6.2 CONSULTANT'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the total compensation received by CONSULTANT. The CITY's rights and remedies and CONSULTANT's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONSULTANT from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.3 Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the parties responsibility to indemnify.

6.4 Nothing contained here is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

6.5 Pursuant to section 558.0035, Florida Statutes, a design professional who is an individual employee or agent of the consultant may not be held individually liable for negligence occurring in the course and scope of this professional services agreement.

ARTICLE 7
INSURANCE

7.1 The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

7.2 CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY, nor shall the CONSULTANT allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial

strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONSULTANT or their Insurance Broker must agree to provide notice.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONSULTANT shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

CONSULTANT shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

7.6.1 Comprehensive General Liability Insurance including, but not limited to: coverage for premises & operations, personal & advertising injury, products & completed operations, Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract), and independent contractors. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $2,000,000 (mostly for construction or equipment sold to the CITY)

<u>Proposer must provide a copy of the Declaration of Coverage Page containing the policy forms and any exclusions of General Liability.</u>

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract. (Increase to 10 years for construction projects) (For construction projects also include: Designated Construction Project(s) General Aggregate Limit)

The City of Cooper City must be shown as an additional insured with respect to this coverage. City's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

7.6.2 Workers' Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONSULTANT engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONSULTANT shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. Coverage for the CONSULTANT and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A - Statutory
2. Employers Liability: Coverage B - $500,000 Each Accident
   $500,000 Disease – Policy Limit
   $500,000 Disease – Each Employee

If CONSULTANT claims to be exempt from this requirement, CONSULTANT shall provide CITY proof of such exemption along with a written request for CITY to exempt CONSULTANT, written on CONSULTANT letterhead.

Coverage shall be included for injuries or claims under the USL&H or Jones Act, when applicable.

7.6.3 AUTO LIABILITY INSURANCE covering all owned, leased, hired, non-owned and employee non-owned vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. Non-Owned Autos (Symbol 9)
   Combined Single Limit (Each Accident) - $1,000,000

7.6.3.1 If CONSULTANT requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of $100,000 per person/$300,000 per occurrence and Property Damage limits of $300,000 per occurrence.

7.6.4 Umbrella/Excess Liability Insurance in the amount of $_____ as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

The City of Cooper City must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

7.6.5 PROFESSIONAL LIABILITY/ERRORS & OMISSIONS INSURANCE, with a limit of liability, no less than $5,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. (Increase to 10 years for construction projects).

7.6.6 ENVIRONMENTAL/POLLUTION LIABILITY shall be required with a limit of no less than $1,000,000 per wrongful act whenever work under this Agreement involves potential losses caused by pollution conditions. Coverage shall include: CONSULTANT'S completed operations as well as sudden and gradual pollution conditions. If coverage is written on a claims-made basis, coverage shall be maintained for a period of no less than three (3) years after final payment of the contract.

The City of Cooper City must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

7.7 REQUIRED ENDORSEMENTS

7.7.1 The City of Cooper City shall be named as an Additional Insured on each of the Liability Policies required herein.
7.7.2 Waiver of all Rights of Subrogation against the CITY.
7.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
7.7.4 CONSULTANT's policies shall be Primary & Non-Contributory.
7.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
7.7.6 The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

7.8 Any and all insurance required of the CONSULTANT pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONSULTANT and provided proof of such coverage is provided to CITY. The CONSULTANT and any subcontractors shall maintain such policies during the term of this Agreement.

7.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

7.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONSULTANT has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 8
NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the CONSULTANT nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONSULTANT will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONSULTANT further agrees that CONSULTANT will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 9
INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONSULTANT's funds provided for herein. The CONSULTANT agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 10
AGREEMENT SUBJECT TO FUNDING

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Cooper City in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 11
UNCONTROLLABLE FORCES

11.1 Neither CITY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, pandemic and governmental actions.

11.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 12
GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all claims or actions arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 13
SIGNATORY AUTHORITY

CONSULTANT shall provide CITY with copies of requisite documentation evidencing that the signatory for CONSULTANT has the authority to enter into this Agreement.

ARTICLE 14
DEFAULT OF CONTRACT & REMEDIES

14.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONSULTANT to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONSULTANT's failure to perform in accordance with the requirements of this Agreement.

14.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONSULTANT fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONSULTANT will pay CITY as liquidated damages, and not as penalty ten dollars

($10.00) for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

14.3 **Correction of Work.** If, in the judgment of CITY, work provided by CONSULTANT does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONSULTANT correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

14.4 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONSULTANT:

14.4.1 The abandonment of the Property by CONSULTANT for a period of more than seven (7) business days.

14.4.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

14.4.3 The failure by CONSULTANT to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONSULTANT, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONSULTANT; provided, however, that if the nature of CONSULTANT 's default is such that more than seven (7) days are reasonably required for its cure, then CONSULTANT shall not be deemed to be in default if CONSULTANT commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

14.4.4 The assignment and/or transfer of this Agreement or execution or attachment thereon by CONSULTANT or any other party in a manner not expressly permitted hereunder.

14.4.5 The making by CONSULTANT of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONSULTANT of a petition to have CONSULTANT adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONSULTANT, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONSULTANT 's assets, or for CONSULTANT 's interest in this Agreement, where possession is not restored to CONSULTANT within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONSULTANT's assets, or for CONSULTANT's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

14.5 **Remedies in Default.** In case of default by CONSULTANT, CITY shall notify CONSULTANT, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONSULTANT to comply with all provisions of the Agreement. A copy of such written notice

shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONSULTANT of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONSULTANT and proceed to perform services under the Agreement, at its own cost and expense.

14.5.1 Upon such declaration of default, all payments remaining due to the CONSULTANT at the time of default, less all sums due to the CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter, the Surety shall receive monthly payments equal to those that would have been paid by the CONSULTANT had the CONSULTANT continued to perform the services under the Agreement.

14.5.2 CITY may complete the Agreement, or any part thereof, either by day labor, by hiring a subcontractor, or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONSULTANT and/or the Surety together with the costs incident thereto to such default.

14.5.3 In the event CITY completes the Agreement at a lesser cost than would have been payable to CONSULTANT under this Agreement, if the same had been fulfilled by CONSULTANT, CITY shall retain such differences. Should such cost to CITY be greater, CONSULTANT shall pay the amount of such excess to the CITY.

14.5.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONSULTANT fails to meet reasonable standards of the trade after CITY gives written notice to the CONSULTANT of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONSULTANT of such notice from CITY.

ARTICLE 15
BANKRUPTCY

It is agreed that if CONSULTANT is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 16
DISPUTE RESOLUTION

16.1 Arbitration. In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy

or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

16.2 Operations During Dispute.

16.2.1 In the event that a dispute, if any, arises between CITY and CONSULTANT relating to this Agreement, performance or compensation hereunder, CONSULTANT shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

16.2.2 CONSULTANT expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

16.2.3 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONSULTANT fails to meet reasonable standards of the trade after CITY gives written notice to the CONSULTANT of the deficiencies as set forth in the written notice within fourteen (14) calendar days of the receipt by CONSULTANT of such notice from CITY.

ARTICLE 17
PUBLIC RECORDS

17.1 The City of Cooper City is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

17.1.1 Keep and maintain public records required by the CITY to perform the service;

17.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

17.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and

17.1.4 Upon completion of the Agreement, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored

electronically by the CONSULTANT must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

17.2 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
9090 SW 50th PLACE
COOPER CITY, FL 33328
(954) 434-4300, 291
PRR@CooperCityFL.org

ARTICLE 18
FEMA REQUIREMENTS

The CONSULTANT and any and all of its subcontractors, shall comply with 2 CFR 200.326 and 2 CFR Part 200 Appendix II. A breach of any of the below provisions may be grounds for termination of this Agreement, or for debarment of the Consultant.

18.1 CONSULTANT shall assist CITY in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to costs arising out of services provided pursuant to this agreement. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries.

18.2 If reimbursement is denied to CITY due to CONSULTANT's negligence in the performance of its obligations hereunder, Consultant upon notification from FEMA or the Florida Division of Emergency Management of such denial and upon written demand by the City, shall reimburse CITY for amounts denied due to CONSULTANT's negligence. This obligation shall survive the term or termination of this Agreement. Reuse of such documents by the City for any purpose other than that for which prepared shall be at the CITY's sole risk.

18.3 Notwithstanding anything to the contrary set forth herein, CONSULTANT shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec.200.326. In the event of any conflicts, the provisions of this section shall prevail.

18.3.1 Equal Employment Opportunity: During the performance of this contract, CONSULTANT agrees as follows:

(1) CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONSULTANT's legal duty to furnish information.

(4) CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONSULTANT's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the

Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of CONSULTANT's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) CONSULTANT will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

18.3.2 Davis-Bacon Act: CONSULTANT shall comply with the Davis-Bacon Act, (40 U.S.C. 3141- 3144) as supplemented by Department of Labor regulations (29 CFR Part 5, "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.

18.3.3 Copeland "Anti-Kickback" Act: CONSULTANT shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), 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"). CONSULTANT 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. CITY must report all suspected or reported violations to the Federal awarding agency.

(1) Subcontracts. The CONSULTANT shall insert in any subcontracts the provision above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONSULTANT shall be responsible for the

compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(2) Breach. A breach of the provisions of this section above may be grounds for termination of this Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

18.3.4 Contract Work Hours and Safety Standards Act. (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONSULTANT 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.

(1) Overtime requirements. No CONSULTANT or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONSULTANT and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONSULTANT or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The CONSULTANT or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONSULTANT shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

18.3.5 Clean Air Act: Pursuant to 42 U.S.C. 7401- 7671q. and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended CONSULTANT agrees 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). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Clean Air Act

(1) The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The CONSULTANT agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The CONSULTANT agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The CONSULTANT agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The CONSULTANT agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

18.3.6 Compliance with State Energy Policy and Conservation Act. **CONSULTANT** shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

18.3.7. Suspension and Debarment. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONSULTANT is required to verify that none of the CONSULTANT, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935)

(1) The CONSULTANT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(2) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

18.3.8. Byrd Anti-Lobbying Amendment. 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall 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 shall 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 recipient."

18.3.9 Recovered Materials.

(1) In the performance of this Contract, the CONSULTANT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(i) Competitively within a timeframe providing for compliance with the contract performance schedule

(ii) Meeting Contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site,

http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

18.3.10 Pursuant to 44 CFR 13.36(i)(7), CONSULTANT shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

18.3.11 Pursuant to 44 CFR 13.36(i)(8), CONSULTANT agrees that if this Agreement results in any copyrightable materials or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

18.3.12 Access to Records. In accordance with 44 CFR 13.36(i)(11) and Chapters 119 and 257, Florida Statutes,

(1) The CONSULTANT agrees to provide the CITY, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONSULTANT which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The CONSULTANT agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case CONSULTANT agrees to maintain same until the CITY, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

18.3.13 No Obligation by the Federal Government

(1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to this Agreement and shall not be subject to any obligations or liabilities to the CITY, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

18.3.14 DHS Seal, Logo, and Flags. The CONSULTANT shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

18.3.15 Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund this Agreement only.

The CONSULTANT will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

18.3.16 Fraudulent Statements. The CONSULTANT acknowledges that 31 U.S.C. Chap. 38 applies to the CONSULTANT's actions pertaining to this Contract.

ARTICLE 19
MISCELLANEOUS

19.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. CITY hereby agrees to use CONSULTANT's work product for its intended purposes.

19.2 **Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

19.3 **Records.** CONSULTANT shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

19.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

19.5 **No Contingent Fees.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or

otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

19.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONSULTANT and CITY designate the following as the respective places for giving of notice:

CITY: Joseph Napoli, City Manager
City of Cooper City
9090 SW 50th Place
Cooper City, Florida 33328
Telephone No. (954) 434-4300, x293

Copy To: Jacob G. Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

CONSULTANT: Joseph M. Corradino (Principal)

THE CORRADINO GROUP, INC.
5200 NW 33 AVENUE, SUITE 203
FORT LAUDERDALE, FL 33309

19.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

19.8 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

19.9 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

19.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and

effect, and be enforced to the fullest extent permitted by law.

19.11 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

19.12 **No Waiver of Sovereign Immunity**. Nothing contained herein is intended nor shall be construed to waive the CITY's rights and immunities under the common law of Section 768.28, Florida Statutes, as may be amended from time to time.

19.13 **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

19.14 **Protection of CITY Property.** At all times during the performance of this Agreement, CONSULTANT shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

19.15 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

19.16 **Compliance with Statutes.** It shall be the CONSULTANT's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable.

19.17 **Compliance with Jessica Lunsford Act.** CONSULTANT shall comply with Chapter 1012, Florida Statutes, which requires Level II background screening for individuals who are vendors performing services at a Florida public school or for a public school district, if applicable.

19.18 **Scrutinized Companies.** CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

19.18.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

19.18.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

19.18.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

19.18.2.2 Is engaged in business operations in Syria.

19.19 **No Third Party Beneficiaries**. The services to be performed by the CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the CONSULTANT's performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the CONSULTANT's services hereunder.

19.20 **E-Verify.** Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

i. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
ii. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and
iii. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF COOPER CITY, FLORIDA

ATTEST:

By: _____

KATHRYN SIMS, CITY CLERK

JOSEPH NAPOLI, CITY MANAGER

APPROVED AS TO FORM:

_____

JACOB G. HOROWITZ
CITY ATTORNEY

CONSULTANT:

THE CORRADINO GROUP, INC.

By: _____

Name: Joseph M. Corradino

Title: President

STATE OF Florida)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 7th day of May 2021, by _____ on behalf of _____ a _____. He/she is personally known to me or has produced _____ as identification.

_____
NOTARY PUBLIC

Notary Public State of Florida
Nancy Medina
My Commission GG 239358
Expires 11/07/2022

_____
(Name of Notary Typed, Printed or Stamped)

_____
Title or Rank

_____
Serial number

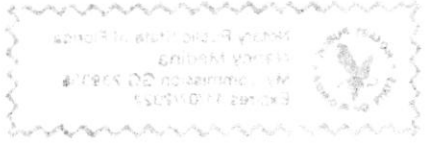


EXHIBIT B

(Page 1 of 3)

THE CORRADINO GROUP, INC.			
Discipline	**Staff Type**	**UNIT**	**LOADED RATE**
Traffic/Transportation Engineering	Sr. Principal/Corporate Officer	Hour	$365.00
	Principal	Hour	$279.00
	Principal	Hour	$238.00
	Sr. Project Manager- Traffic Engineering	Hour	$306.00
	Sr. Project Manager- Transportation	Hour	$271.00
	Project Manager- Traffic Engineering	Hour	$200.00
	Project Manager- Transportation	Hour	$260.00
	Sr. Professional Engineer- Traffic Engineering	Hour	$306.00
	Sr. Professional Engineer- Transportation	Hour	$260.00
	Project Engineer- Transportation	Hour	$185.00
	Traffic Engineer	Hour	$175.00
	Engineer	Hour	$160.00
	Sr. Designer	Hour	$170.00
	Designer	Hour	$128.00
	Engineering Technician	Hour	$100.00
Planning	Senior Project Manager - Planning	Hour	$210.00
	Project Manager - Planning	Hour	$200.00
	Principal Planner	Hour	$210.00
	Senior Planner	Hour	$200.00
	Associate Planner	Hour	$160.00
	Assistant Planner	Hour	$120.00
	Senior Transportation Modeler	Hour	$285.00
	Transportation Modeler	Hour	$175.00
	Associate Transportation Modeler	Hour	$150.00
CEI	Sr. Project Engineer	Hour	$270.00
	Senior Resident Engineer	Hour	$260.00
	Contract Support Specialist/SRI	Hour	$110.00
	Resident Compliance Specialist	Hour	$100.00
	Sr Bridge/Rdwy Inspector	Hour	$225.00
	Bridge/Rdwy Inspector	Hour	$210.00

EXHIBIT B

(Page 2 of 3)

MARLIN ENGINEERING, INC.			
Discipline	**Staff Type**	**UNIT**	**LOADED RATE**
Transportation Engineering/Planning	Project Manager III	Hour	$266.82
	Chief Planner	Hour	$222.48
	Engineer 2	Hour	$216.36
	Chief Scientist	Hour	$209.43
	Transportation Data Scientist	Hour	$206.25
	Senior Engineer 2	Hour	$195.00
	Senior Planner	Hour	$165.84
	Senior Designer	Hour	$122.22
	Project Planner	Hour	$121.62
	Senior Engineering Technician	Hour	$111.42
	Transportation Data Analyst	Hour	$108.18
	Engineering Intern	Hour	$91.50
	Planner	Hour	$87.24
	Engineering Technician	Hour	$69.00
	Graphic Designer	Hour	$66.36
Traffic Data Collection	24-Hour Traffic Count	Each	$505.80
	48-Hour Traffic Count	Each	$553.97
	72-Hour Traffic Count	Each	$615.52
	7-Day Traffic Count	Each	$899.95
	14-Day Traffic Count	Each	$1,185.00
	4-Hour TMC	Each	$886.10
	6-Hour TMC	Each	$1,060.75
	8-Hour TMC	Each	$1,235.41
	12-Hour Ped/Bike Count	Each	$1,235.41
	24-Hour Classification Count	Each	$713.54
	48-Hour Classification Count	Each	$802.79

EXHIBIT B

(Page 3 of 3)

MILLER LEGG			
Discipline	**Staff Type**	**UNIT**	**LOADED RATE**
Landscape Architecture	Principal	Hour	$325.00
	Senior Landscape Architect	Hour	$175.00
	Landscape Designer	Hour	$93.00
Environmental	Senior Environmental Specialist	Hour	$245.00
	Senior Bioligist	Hour	$145.00
Land Surveying/SUE	Surveyor	Hour	$150.00
	Senior Designer (Surveying)	Hour	$120.00
	2-Person Survey Crew	Hour	$140.00
	3-Person Survey Crew	Hour	$170.00
	4-Person Survey Crew	Hour	$195.00
	Senior 2-Person Survey Crew	Hour	$155.00
	Senior 3-Person Survey Crew	Hour	$200.00
	Senior 4-Person Survey Crew	Hour	$220.00
	Mobilization Scanner Rate	Day	$1,500.00
	SUE Designation (Utility Location)	Day	$1,500.00
	SUE Test Holes (Maximum of 5 Holes)	Day	$2,000.00

BROWARD COUNTY FLORIDA

EXHIBIT C
CONTRACT PROVISIONS RELATED TO WORK FUNDED BY BROWARD COUNTY MOBILITY ADVANCEMENT PROGRAM (SURTAX)

ARTICLE 4. TIME FOR PERFORMANCE; CONTRACTOR DAMAGES

4.1 Consultant shall perform the Services within the time periods specified in Exhibit A. Time periods shall commence from the date of the applicable Notice to Proceed.

4.2 Consultant must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services and any phase of Services under this Agreement. Prior to granting approval for Consultant to proceed to any phase, the Contract Administrator may, at his or her sole option, require Consultant to submit the itemized deliverables and documents identified in Exhibit A for the Contract Administrator's review.

4.3 If the Contract Administrator determines that Consultant is unable to complete Services because of delays resulting from untimely review by City or other governmental agencies having jurisdiction over the Project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, City shall grant a reasonable extension of time for completion of the Services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and whenever a delay has been caused by factors outside of Consultant's control, and to inform the Contract Administrator of all facts and details related to the delay. Consultant must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.

4.4 If (a) Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with City, or (b) if Contractor is granted an extension of time beyond said substantial completion date and Consultant's Services are extended beyond the substantial completion date through no fault of Consultant, then Consultant shall be compensated in accordance with Article 5 for all Services rendered by Consultant beyond the substantial completion date.

4.5 Notwithstanding Section 4.4, if Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with City, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to City its proportional share of any claim for damages to Contractor arising out of the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the Contractor and City are incorporated herein. This section shall not affect the indemnification rights or obligations of either Party otherwise set forth in this Agreement.

4.6 If Services are scheduled to end due to the expiration of this Agreement, at the request of the Contract Administrator, Consultant agrees to continue to provide Services for an extension period, not to exceed three months, upon the same terms and conditions as contained in this

Agreement. Consultant shall be compensated for such Services at the rate in effect when the extension is invoked by City. To exercise an extension authorized by this section, the Purchasing Director shall notify Consultant in writing prior to the end of the term of this Agreement.

ARTICLE 5. COMPENSATION AND METHOD OF PAYMENT

5.3 Reimbursable Expenses. For reimbursement of any travel costs, travel-related expenses, or other direct nonsalary expenses directly attributable to this Project permitted under this Agreement, Consultant agrees to adhere to Section 112.061, Florida Statutes, except to the extent otherwise stated herein. City shall not be liable for any such expenses that have not been approved in writing in advance by the Contract Administrator. Reimbursable Subconsultant expenses must also comply with the requirements of this section.

5.4 Method of Billing.

5.4.1 For Maximum Amount Not-To-Exceed Compensation under Section 5.1.1. Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursable Expenses attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursable Expenses by category and identify the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursable Expenses, a copy of said approval shall accompany the billing for such reimbursable. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of Salary Costs and Reimbursable Expenses with accrual of the total and credits for portions paid previously. External Reimbursable Expenses and Subconsultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by Consultant is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Consultant's cost accounting forms with a summary of charges by category. When requested, Consultant shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursable Expenses by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

5.4.2 For Lump Sum Compensation under Section 5.1.2. Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to said phase. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, Consultant shall

provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

7.5 Truth-In-Negotiation Representation. Consultant's compensation under this Agreement is based upon its representations to City, and Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

7.9 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, Consultant certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this Agreement. The contract language referenced in Section 16½-157 is deemed incorporated in this Agreement as though fully set forth in this section.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1 No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Consultant shall include the foregoing or similar language in its contracts with any Subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2 Consultant shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Consultant to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit City to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

10.3 Consultant will meet the required CBE goal by utilizing the CBE firms listed in Exhibit __ (or a CBE firm substituted for a listed firm, if permitted) for ____ percent (__%) of total Services under this Agreement (the "Commitment").

[USE FOLLOWING INSTEAD IF A SBE RESERVE PROJECT AND MODIFY REMAINDER OF ARTICLE 10 ACCORDINGLY] The Parties acknowledge that this procurement has been reserved solely for performance by an SBE firm; therefore the SBE goal is one hundred percent (100%) of total Services under this Agreement (the "Commitment"). Consultant is an SBE firm and agrees that it will meet the Commitment by Consultant performing the Services without subcontracting, or by Consultant performing at least fifty percent (50%) of the Services and subcontracting the

remainder to SBE firms listed in Exhibit ___ (including as may be substituted or approved in accordance with this Agreement).

10.4 In performing the Services, Consultant shall utilize the CBE firms listed in Exhibit __ for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by City, Consultant shall enter into formal contracts with the CBE firms listed in Exhibit __ and, upon request, shall provide copies of the contracts to the Contract Administrator and the Director of the Broward County Office of Economic and Small Business Development ("OESBD").

10.5 Each CBE firm utilized by Consultant to meet the CBE goal must be certified by OESBD. Consultant shall inform City immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, Consultant shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required in the event the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event Consultant shall notify OESBD, and OESBD may adjust the CBE goal by written notice to Consultant. Consultant shall not terminate a CBE firm for convenience without OESBD's prior written consent, which consent shall not be unreasonably withheld.

10.6 The Parties stipulate that if Consultant fails to meet the Commitment, the damages to City arising from such failure are not readily ascertainable at the time of contracting. If Consultant fails to meet the Commitment and Broward County determines, in the sole discretion of the OESBD Program Director, that Consultant failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Consultant shall pay City liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Consultant failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by City, such liquidated damages amount shall be either credited against any amounts due from City, or must be paid to City within thirty (30) days after written demand. These liquidated damages shall be City's sole contractual remedy for Consultant's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by City, or inability to substitute a CBE Subconsultant where the OESBD Program Director has determined that such inability is due to no fault of Consultant, shall not be deemed a failure by Consultant to meet the Commitment.

10.7 Consultant acknowledges that OESBD may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Consultant and shall include a deadline for Consultant to notify City in writing if Consultant concludes that the modification exceeds the authority under this

section. Failure of Consultant to timely notify City of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Consultant.

10.8 OESBD may modify the required participation of CBE firms under this Agreement in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases the initial Agreement price by ten percent (10%) or more. Consultant shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.

10.9 Consultant shall provide written monthly reports to the Contract Administrator and to the Director of OESBD attesting to Consultant's compliance with the CBE goal stated in this article. In addition, Consultant shall allow City and OESBD to engage in onsite reviews to monitor Consultant's progress in achieving and maintaining Consultant's contractual and CBE obligations. The Contract Administrator or OESBD shall perform such review and monitoring.

10.10 The presence of a "pay when paid" provision in a Consultant's contract with a CBE firm shall not preclude City or its representatives from inquiring into allegations of nonpayment or exercising any right stated in Section 5.7.

ARTICLE 11. MISCELLANEOUS

11.4 Public Records. To the extent Consultant is acting on behalf of City as stated in Section 119.0701, Florida Statutes, Consultant shall:

11.4.1 Keep and maintain public records required by City to perform the services under this Agreement;

11.4.2 Upon request from City, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

11.4.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to City; and

11.4.4 Upon completion or termination of this Agreement, transfer to City, at no cost, all public records in possession of Consultant or keep and maintain public records required by City to perform the services. If Consultant transfers the records to City, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to City upon request in a format that is compatible with the information technology systems of City.

A request for public records regarding this Agreement must be made directly to City, who will be responsible for responding to any such public records requests. Consultant will provide any requested records to City to enable City to respond to the public records request.

Any material submitted to City that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Consultant must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If that a third party submits a request to City for records designated by Consultant as Trade Secret Materials, City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Consultant. Consultant shall indemnify and defend City and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) _____, ____@_____, _____, FLORIDA 33301.

11.5 Audit Rights and Retention of Records. Consultant shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to inspection and subject to audit and reproduction during normal business hours. Audits and inspections pursuant to this section may be performed by any City representative or Broward County representative (including any outside representative engaged by either). City or Broward County may conduct audits or inspections at any time during the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement (or longer if required by law). City or Broward County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Consultant's employees, Subconsultants, vendors, or other labor. Contract Records include any and all information, materials and data of every kind and character, including, without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under this Agreement. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and

related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Agreement, whether by Consultant or Subconsultants.

City and Broward County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County. Consultant hereby grants City and Broward County the right to conduct such audit or review at Consultant's place of business, if deemed appropriate by City or Broward County, with seventy-two (72) hours' advance notice. Consultant agrees to provide adequate and appropriate work space. Consultant shall provide reasonable access to Consultant's facilities, and City and Broward County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Consultant shall, by written contract, require its Subconsultants to agree to the requirements and obligations of this section.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to City of any nature by Consultant or its Subconsultants in excess of five percent (5%) of the total contract billings reviewed by City or Broward County, the reasonable actual cost of the audit shall be reimbursed to City or Broward County (as applicable) by Consultant in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of audit findings to Consultant.

11.8 Indemnification of City. Consultant shall indemnify and hold harmless City and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and City Attorney, any sums due Consultant under this Agreement may be retained by City until all of City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

11.14 Drug-Free Workplace. To the extent required under Section 21.31(a)(2), Broward County Administrative Code, or Section 287.087, Florida Statutes, Consultant certifies that it has a drug-free workplace program and that it will maintain such drug-free workplace program for the duration of this Agreement.

CITY OF
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CITY OF COOPER CITY, FLORIDA

Request for Qualifications

PROFESSIONAL SERVICE PROVIDERS
(ARCHITECTURAL, ENGINEERING, SURVEYING & MAPPING)

RFQ 2020-1-UTL

For information, contact the Purchasing Division:

Kerri Anne Fisher - Purchasing Agent
Tel: 954-434-4300 ext. #268
Purchasing@CooperCityFL.org

Release Date: Thursday, June 18, 2020
Due Date: Thursday, July 23, 2020

CITY OF
Cooper City
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Addendum #1 – Questions & Answers

(Issued Monday, June 29, 2020)

RFQ 2020-1-UTL, Professional Service Providers (CCNA)

This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:

Question #1 In regards to RFQ 2020-1-UTL, can you please confirm the number of copies the city is requesting? Page 2 states one (1) identified, unbound original, two (2) copies and one (1) electronic copy (CD or flash drive) while page 32 and 35 state ONE UNBOUND ORIGINAL copy (so marked) of a Technical Proposal, FOUR (4) COPIES and ONE (1) ELECTRONIC COPY (Flash drive or CD).

Answer #1 Please submit one (1) original, four (4) copies and one (1) electronic copy.

Question #2 Tab 1 – Letter of Interest is limited to two pages, however item E and F both request sections of the 330 Form which are longer than two pages. Would the City consider moving these items into Tab 2 where the full Standard Form 330 package could be in order and in one location (Part I, Sections A-H and Part II)?

Answer #2 Please submit the 330 form after your company's the letter of interest.

Question #3 Who are the firms that currently have the aforementioned contracts?

Answer #3 AECOM
C3TS (Stantec)
Calvin Giordano
CH2M Hill Contract
Hazen & Sawyer

Question #4 Which City staff will serve on the Evaluation/Selection Committee?

Answer #4 City staff will not be part of the Evaluation Committee.

City of Cooper City, Florida
RFQ 2020-1-UTL, Professional Service Providers (CCNA)
Addendum #1, Questions & Answers

Question #5	Attachment K "Employee Background Verification Affidavit", is a criminal background check and drug test required for all employees?
Answer #5	All employees working on City projects.

Question #6	Page 2 of the Cooper City RFQ requests the consultant submit 1 unbound original, 2 copies, and one electronic copy of their Statement of Qualifications. On pages 32 and 35, the RFQ indicates that the consultant should submit 1 unbound original, 4 copies, and 1 electronic copy. Can you specify whether 2 hard copies or 4 hard copies should be submitted?
Answer #6	Refer to Answer #1.

Question #7	Will staff from the other Cities be on the Evaluation Committee?
Answer #7	Refer to Answer #4.

Question #8	Also, could we submit for specific professional services categories only, i.e. General Civil and Environmental Engineering Services, Land Surveying and Landscape Architecture and not of all the listed categories in the RFQ?
Answer #8	Firms may submit responses to qualify for one, multiple or all of the professional service disciplines requested in this RFQ.

Question #9	Can you please clarify that the Letter of Interest is only to be two (2) pages and that the page count includes the recent, current and projected workload?
Answer #9	Yes.

Question #10	On page 2 of the RFQ, it asks for two (2) copies of the proposal. On page 32, it asks for four (4) copies. Can you please clarify how many copies we need to provide?
Answer #10	Refer to Answer #1.

Question #11	Tab 2 – Standard Form 330 (Parts I and II), it asked that we provide five references within the State of Florida, for each discipline, from the last five years. Can we use the same reference, municipality, and/or projects for multiple disciplines?
Answer #11	Yes.

City of Cooper City, Florida
RFQ 2020-1-UTL, Professional Service Providers (CCNA)
Addendum #1, Questions & Answers

Acknowledgment of Addendum #1

*Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.*

Acknowledged by:	_____	*Company:*	_____
Print Name:	_____	*Date:*	_____

CITY OF
Cooper City
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Addendum #2 – Questions & Answers

(Issued Thursday, July 9, 2020)

RFQ 2020-1-UTL, Professional Service Providers (CCNA)

This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:

Question #1	Is intent to award contracts for each of the professional services listed on page 3 of the RFQ.
Answer #1	No, the City does not expect to award contracts for each of the ten professional services listed on Page 3 of the RFQ. The City expects to award one or more contracts to professional service providers such that all of the professional services will be available to the City. Professional service providers may be able to provide services in multiple disciplines.
Question #2	Mechanical engineering (HVAC, Plumbing, Fire Protection) is not listed on page 3 of the RFQ. Does the city anticipate a need for these services in the RFQ.
Answer #2	The City may have a need for mechanical engineering in the future. Please include your firm's mechanical engineering capabilities, if any, in your statement of qualifications.
Question #3	Does the city anticipate the need for Energy Management in this RFQ.
Answer #3	No.
Question #4	Are future projects awarded automatically if we were to be awarded this RFQ?
Answer #4	No, projects over certain cost thresholds require the approval of the City Manager or the City Commission.
Question #5	Is there any estimated costs we would have to submit as an architectural firm? Any bid amount we need to submit?
Answer #5	No.

City of Cooper City, Florida
RFQ 2020-1-UTL, Professional Service Providers (CCNA)
Addendum #2, Questions & Answers

Question #6	On page 18, section 4.5.2 the text references a bond. Is a bond required to submit as an architectural firm? If awarded would we need to provide bond information as an architectural firm?
Answer #6	No, Section 4.5.2 refers to a bid bond and states that a bid bond is not required to respond to this RFQ.

Question #7	There are categories such as surveying, geotechnical, etc. which may be required as subcontracted services for categories like General Civil and Environmental Engineering Services. Is it the City's intent to have those services always contracted out separately by the City, or if a project under the General Civil (or other) category has this as a necessary service under a task order, does the Prime include those services? As such, should the responder include separate surveying and geotechnical firms on our team?
Answer #7	Section 5 of the RFQ identifies services and engineering disciplines that the City may require during the term of the continuous contract(s). The City does not expect to contract out for each individual service or discipline. General Civil and Environmental engineering firms would likely rank higher if they had the capability to provide surveying and geotechnical services, whether in-house or sub-contracted.

Question #8	General Civil and Environmental Engineering Services Listed on RFQ Page 26 of 51 is very broad and includes services like Roadway improvements. 1) Why would Roadway not be included solely under the Roadway and Traffic Engineering Services category, and 2) there is concern that qualifications and scoring would be watered down in the General Civil category as General Utility and Roadway improvements are apples and oranges in civil engineering. Please clarify.
Answer #8	Section 5 of the RFQ identifies services and engineering disciplines that the City may require during the term of the continuous contract(s). The City does not expect to contract out for each individual service or discipline. Responders should identify all of the services they are qualified to provide, including the qualifications of any sub-consultants or sub-contractors, on their team.

Question #9	Pump stations are included in both General Civil and Electrical Engineering Services. Yet it is logical that electrical engineering would be a discipline within the Civil (General Utility) with regards to pump stations. There are other crossover descriptions among the categories. Please clarify as to the intent.
Answer #9	Please see the response to Question #8.

Question #10	If we include a subconsultant on our team, do we need to include their Standard Form 330 in our submittal? Do we need to include their professional registration certificate?
Answer #10	Yes.

Question #11	Tab 1 of our submittal is a 2-page Letter of Interest that describes items a. through h. Are we able to include additional pages in Tab 1 behind the letter to support our summary presented in the letter and to describe our abilities and experience in more depth?
Answer #11	Yes.

Acknowledgment of Addendum #2

*Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.*

Acknowledged by:	_____	*Company:*	_____
Print Name:	_____	*Date:*	_____

CITY OF
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Addendum #3 – Questions & Answers

(Issued Friday, July 10, 2020)

RFQ 2020-1-UTL, Professional Service Providers (CCNA)

This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:

Question #1	Please confirm the amount of copies required. The RFP says four (4) copies on page 32 and two (2) copies on page 2.
Answer #1	Please submit one (1) original, four (4) "UNBOUND" copies and one (1) electronic copy.
Question #2	Is Attachment B to be used for client references or is the form for business references? If Attachment B is for client references, are we allowed to replicate the form (in word or other) to generate the 5 references per discipline?
Answer #2	**ELIMINATE ATTACHMENT B**. List references in the SF 330.
Question #3	The SF 330 has client contact information included. Are these to be used for the intended references for each discipline?
Answer #3	Yes.
Question #4	Please consider extending the 5 years for project references to 10 years on the SF 330.
Answer #4	10 years experience its okay.
Question #5	Is there a page limit to the SF330?
Answer #5	No.
Question #6	Are you limiting to 5 references per discipline in Section F of the 330?

City of Cooper City, Florida
RFQ 2020-1-UTL, Professional Service Providers (CCNA)
Addendum #3, Questions & Answers

Answer #6	Yes, please only provide 5 of your most recent references.
Question #7	Please confirm whether only one submittal for multiple disciplines is required or do you envision separate submittals for each discipline?
Answer #7	Please provide one submittal for multiple disciplines.
Question #8	Please confirm under 5.2.9 Hydro-geological Services whether field hydrogeology, production wells and deep injection wells are included in the discipline.
Answer #8	Confirmed.
Question #9	Do we need to include survey and geotechnical services as subconsultants, or will the City use services from a provider from those disciplines under this solicitation?
Answer #9	The City does not expect to enter into separate contracts with survey and geotechnical service providers. As such, it would likely be beneficial for responders to include firms that provide these services as part of their team.
Question #10	We understand you have requested not to use Cooper City Staff as a reference however, can we present/provide our work with the City in our SF330 section f. projects?
Answer #10	Yes, Cooper City projects may be listed on SF330.
Question #11	As part of the process, we were hoping to gather some insight on the prior iteration of this contract - specifically, the name(s) of the architectural firm(s) that were attached to it and the specific projects that were tasked
Answer #11	The City did not enter into a continuous contract(s) with any architectural-specific firm(s) but architectural services were provided by AECOM, Stantec, and Calvin Giordano & Associates under our current continuous contracts.
Question #12	Do the firms with current contracts include architectural services? If not who are the current/previous architectural firms?
Answer #12	Refer to Answer #11
Question #13	With the ongoing uncertainty of COVID would you accept only electronic submittals?
Answer #13	Unfortunately no.
Question #14	Tab 2 – Standard Form 330 (Parts I and II), it asked that we provide five references within the State of Florida, for each discipline, from the last five years. Can you provide clarification, such as what specific part of the SF 330 this applies to, is it for SF 330 Section E or SF 330 Section F? Also, is there a limit on how many projects we can include in the SF 330 Section F?

Answer #14	This requirement applies to Section F of Standard for 330. There is no limit to the number of projects you can include in this section.

Question #15	At the top of Page 28 on the RFQ, it states firm submitting must be pre-qualified in all of the FDOT services listed. Is it acceptable to meet the pre-qual criteria as a team by having a sub submit quals on ones we may not have?
Answer #15	Yes, that is acceptable.

Question #16	Will the City permit a front cover, back cover and tab covers as part of the proposal package?
Answer #16	Yes.

Question #17	The City has requested one (1) unbound original proposal submission, but regarding the four (4) copies, does the City have a preference or can they be bound?
Answer #17	Please see Answer #1.

Question #18	The TAB #2 – SF330 Part I & II – Is there any maximum number of projects we are allowed to include under SF330 Section F? How city anticipates to differentiate example projects, if we are submitting for multiple services?
Answer #18	There is no maximum number of projects that may be submitted under SF330 Section F. The proposer may want to identify which projects apply to a particular service if they are submitting for multiple services.

Question #19	Can respondents list City of Cooper City projects as examples of similar projects?
Answer #19	Yes.

Question #20	Is there a limit as to the number of prime firms a subconsultant can participate with?
Answer #20	No.

Question #21	Could you clarify if the prime firm needs to have all the listed FDOT certifications in page 28 or can they be complimented by subconsultants?
Answer #21	Refer to Answer #15.

Question #22	Should we provide a separate SF330 for each categories of which we are submitting?
Answer #22	Not necessarily, but the proposer may want to identify the categories for which they are qualified and wish to be considered.

Question #23	I know that the number of copies/usb was addressed in Addendum No. 1 – but it did not state if you want one "unbound" copy or not.
Answer #23	Unbound.

Question #24	When submitting an SF330 form, typically we are limited to 10 projects for Section F - Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract. If our submittal to RFQ 2020-1-UTL includes responses for multiple disciplines, are we limited to 10 projects total? Or, can we include 10 projects for each discipline in our submittal?
Answer #24	The City has not set a limit to the number of example projects submitted under Section F.

Acknowledgment of Addendum #3

*Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.*

Acknowledged by: _____ *Company:* _____

Print Name: _____ *Date:* _____

CITY OF Cooper City
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Addendum #4 – NOTICE OF DELAY

(Issued Thursday, July 16, 2020)

RFQ 2020-1-UTL, Professional Service Providers (CCNA)

This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:

The due date has changed to **Thursday, August 6, 2020 at 4:00PM EST** from Thursday, July 23, 2020.

Item	Date
Release RFQ	Thursday, June 18, 2020
Last Date for Receipt of Questions of a Material Nature	~~Thursday, July 16, 2020~~ Thursday, July 30, 2020
SUBMITTALS DUE (Prior to 4:00PM EST)	~~Thursday, July 23, 2020~~ **Thursday, August 6, 2020**
Evaluation Committee Review and Short-listing of Proposals	~~Week of August 3, 2020~~ Week of August 24, 2020
Oral Interviews with Finalists and Ranking of Firms	~~Week of August 10, 2020~~ Week of August 31, 2020
Recommendation of Award issued to City Commission	~~Tuesday, August 25, 2020~~ Tuesday, September 8, 2020
Anticipated Award of Contract by City Commission	~~Tuesday, September 8, 2020~~ Tuesday, September 22, 2020

City of Cooper City, Florida
RFQ 2020-1-UTL, Professional Service Providers (CCNA)
Addendum #4, NOTICE OF DELAY

Acknowledgment of Addendum #4

*Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.*

Acknowledged by:	_____	*Company:*	_____
Print Name:	_____	*Date:*	_____

CITY OF
Cooper City
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Addendum #5 – Questions & Answers

(Issued Friday, July 31, 2020)

RFQ 2020-1-UTL, Professional Service Providers (CCNA)

This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:

Question #1	Do the subconsultant(s) have to provide a fully completed SF330 Part I and II?
Answer #1	No.
Question #2	If a firm submitting for 5.2.10 Roadway and Traffic Engineering Services must hold all FDOT certifications listed or can a subconsultant be used to satisfy the requirement?
Answer #2	Yes, a sub consultant can be used to satisfy the requirement.
Question #3	The Employee Background Verification Form requires that we certify for background checks and drug testing in the past tense. While our company has a robust program for background checks and drug testing, it doesn't necessarily include every single employee that could be assigned to this contract. Would it be possible to change the language on this form to reflect future tense with language stating "that all personnel used in the performance of this work will have a criminal background check with a passing grade and will be drug tested with a passing grade and are legally documented to work in the United States." Otherwise, it seems that many firms would have trouble meeting this standard to already have all employees tested/checked.
Answer #3	The affidavit is required at the time of the bid submittal. Once the Contractor bid is submitted, the contractor is affirming that it qualifies to bid on the agreement as all personnel used to fulfill the requirements of the agreement meets the City's background check and drug screening requirements. How the contractor complies is up to them, but failure to comply may result in disqualification from consideration.
Question #4	In reference to "Attachment K - Employee Background Verification Affidavit", is it required to conduct criminal background checks on employees prior to being selected and awarded the contract? This could be quite costly to run background checks on employees of our firm and any sub-consultants on the team. Please advise.
Answer #4	Please see Answer #3.

City of Cooper City, Florida
RFQ 2020-1-UTL, Professional Service Providers (CCNA)
Addendum #5, Questions & Answers

Question #5	We plan to provide additional information about our firm and our qualifications in the submittal that cannot be accommodated within the 2-page Letter of Interest and that does not fit within the context of Tabs 1-3. Should this information on our firm be inserted in Tab 4 – Other Required Documents Defined in this RFQ – or should we include it in the SF 330 Section H Additional Information section in Tab 2?
Answer #5	SF 330 Section H Additional Information section in Tab 2.

Question #6	Will the City be selecting 3 firms per category or 3 firms overall?
Answer #6	The City may award to more than three firms if necessary to cover the disciplined specified.

Question #7	Regarding Attachment H (REQUEST FOR PROOF OF WORKERS' COMPENSATION INSURANCE OR EXEMPTION), will the City provide a form to be filled to prove coverage or will the Firm's Certificate of Insurance with workers' compensation insurance coverage limits suffice as evidence of coverage and should it be attached to Attachment H in the submittal package?
Answer #7	No, the City will not provide forms. The certificate of insurance is sufficient.

Question #8	Can the City confirm whether or not Bid Form – Attachment A requires a signature, and if so, on what page should it be on? There is no signature or date line included on the provided form.
Answer #8	No signature necessary, please provide all required information.

Question #9	Is the City open to negotiating the language as presented in the sample agreement, or is the language in the agreement absolute and non-negotiable?
Answer #9	The language on the agreement has already been approved by the City attorney and is non-negotiable.

Question #10	Is the selected firm required to hold auto liability insurance for 2. Hired Autos and 3. Non-Owned Autos if it is not applicable to the services provided?
Answer #10	Yes.

Question #11	Is the selected firm required to hold environmental/pollution liability insurance if it is not applicable to the services provided?
Answer #11	Not required.

Question #12	In reference to "Attachment K - Employee Background Verification Affidavit", is it required to conduct criminal background checks on employees prior to being selected and awarded the contract?
Answer #12	Refer to Answer #4

City of Cooper City, Florida
RFQ 2020-1-UTL, Professional Service Providers (CCNA)
Addendum #5, Questions & Answers

Question #13	Will scanned copies of all documents requiring signatures/notary be accepted as "original" documents?
Answer #13	Only original documents need original signatures and notary stamps. Copies do not need to have original signatures or notary stamps.

Question #14	When submitting an SF330 form, typically we are limited to 10 projects for Section F - Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract. If our submittal to RFQ 2020-1-UTL includes responses for multiple disciplines, are we limited to 10 projects total? Or, can we include 10 projects for each discipline in our submittal?
Answer #15	We are not limiting the number of projects submitted under SF330 Section F.

Acknowledgment of Addendum #5

*Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.*

Acknowledged by: _____ *Company:* _____

Print Name: _____ *Date:* _____

CITY OF COOPER CITY
NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the City of Cooper City, Florida is seeking qualification statements from professional service providers/consultants for the purpose of establishing continuous contracts with one or more firms that the City can use on an as-needed basis, in accordance with the terms, conditions, and specifications contained in this solicitation and in accordance with the Consultant's Competitive Negotiation Act (C.C.N.A. – Florida Statute 287.055). Services may include, however are not limited to, specifications, designs/plans, design criteria packages, etc.

PROFESSIONAL SERVICE PROVIDERS (ARCHITECTURAL, ENGINEERING, SURVEYING & MAPPING)
RFQ 2020-1-UTL

The detailed Request for Qualifications (RFQ) shall be obtained online at www.DemandStar.com.

Submittals must be received in the City Clerk's Office located in City Hall, 9090 Southwest 50th Place, Cooper City, Florida 33328 no later than 3:00PM (EST), Thursday, July 23, 2020. The outside of the envelope or box containing one (1) identified, unbound original, two (2) copies and one (1) electronic copy (CD or flash drive) of your bid must be clearly marked **"RFQ 2020-1-UTL, PROFESSIONAL SERVICE PROVIDERS (ARCHITECTURAL, ENGINEERING, SURVEYING & MAPPING).**

Questions and requests for information relative to this RFQ shall be directed to the Purchasing Division. Please email questions to Purchasing@CooperCityFL.org.

The City Commission of the City of Cooper City reserves the right, for any reason, to reject any and all submittals and to make awards in the best interest of the City.

A Cone of Silence is hereby imposed prohibiting communication regarding this Request for Qualifications between a potential vendor, service provider, bidder, lobbyist, or; consultant and the City Commissioners, City's professional staff including, but not limited to, the City Manager and staff, any member of the City's selection or evaluation committee. For further information about the Cone of Silence, please contact the City's Attorney.

CITY OF COOPER CITY
Jenna Montoya, Asst. City Clerk

Please publish one (1) time on: Thursday, June 18, 2020

Please send invoice and proof of publication to:

Jenna Montoya, Asst. City Clerk
City of Cooper City
PO Box 290910
Cooper City, FL 33329-0910
JMontoya@CooperCityFL.org

SECTION I – INTRODUCTION AND INFORMATION

This solicitation may include the words "bid", "proposal", "offer" or "submittal". These words are used interchangeably in reference to all offers submitted in response to Requests for Quotes, Requests for Qualifications, Requests for Proposals and Invitations to Bid.

1.1 PURPOSE

The City of Cooper City (the "City") is seeking qualification statements from professional service providers/consultants for the purpose of establishing continuous contracts with one or more firms that the City can use on an as-needed basis, in accordance with the terms, conditions and specifications contained in this solicitation and in accordance with the Consultant's Competitive Negotiation Act (C.C.N.A. – Florida Statute 287.055). Services may include, however are not limited to, specifications, designs/plans, and design criteria packages.

Professional Services shall include:

- General Civil and Environmental Engineering Services
- Electrical Engineering Services
- Geotechnical Services
- Structural Engineering Services
- Land Surveying Services
- General Architectural Services
- Landscape Architecture Services
- Hydro-Geological Services
- Roadway and Traffic Engineering Services
- Treatment Plant Process Engineering Services

The City anticipates entering into continuous contracts with one or more Professional Service Providers to be used on an as-needed basis. Typical projects may small and/or large projects, and include, but not be limited to, utility matters (Water/Sewer/Drainage), building additions and/or renovations, stand-alone restroom facilities at park sites, roadway type construction and modifications, and other vertical construction needs.

Firms may submit responses to qualify for one, multiple or all of the professional service disciplines requested in this RFQ. In addition, firms may submit responses that include sub-consultants in their proposed teams. The sub-consultants shall be identified in the firm's response; however, in the event the City includes the firm in their response, and the firm decides to utilize a different sub-consultant, the firm must disclose this information to the City's authorized representative. The City's representative must approve the utilization of any newly requested sub-consultant. Firms are permitted to submit responses as a Prime and may also be listed as a sub-consultant on another firm's proposal.

No minimum amount of professional services or compensation will be assured to the firm or firms that are awarded and the City shall preserve its option to retain other architectural, engineering and professional service firms or to perform work "in-house" for any particular project or assignment at its sole discretion.

1.2 DUE DATE & SUBMITTALS

1.2.1 All submittals are due no later than 3:00PM (EST), Thursday, July 23, 2020, to the Office of the City Clerk located at 9090 SW 50th Place, Cooper City, FL 33328. Submittals shall be opened and publicly read in the Commission Chambers, on the date and at the time specified. All submittals received after that time will not be accepted and shall be returned to the Proposer.

1.2.2 All pertinent documents must be returned in order for your submittal to be considered. All submittals are subject to the conditions specified herein and on the attached General Conditions, Technical Specifications and Bid Form.

1.2.3 The completed, signed submittal must be delivered in a **SEALED ENVELOPE** clearly marked with the solicitation name and number. Submittals mistakenly opened by City staff, due to failure of the respondent to correctly identify the package, will be rejected. Telegraphic, facsimile and email submittals will not be accepted.

1.2.4 Submittals received after the closing time and date, for any reason whatsoever, shall not be considered. Any disputes regarding timely receipt of submittals shall be decided in the favor of the City.

1.2.5 The City encourages the issuance of early submittals. Late submittals shall be rejected.

1.3 PRE-BID MEETING - NONE

1.4 ELIGIBILITY AND COMPETENCY OF PROPOSERS

To be eligible for award of a contract in response to this solicitation, the Proposer must demonstrate that they, or the principals assigned to the project, have successfully completed services, as specified in the Scope of Services/Technical Specifications section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work.

1.5 CONTRACT TERM

The City intends to award a continuing contract to one or more firms. The initial term of the agreement will be for three (3) years. The Agreement may be renewed for two (2) additional two (2) year terms upon mutual consent, evidenced by a written Amendment to the Agreement extending the term thereof.

1.6 SUPPLY/DELIVERY LOCATION

All work will be performed within the City of Cooper City.

1.7 PRICE – N/A

1.8 PRICE ADJUSTMENTS – N/A

1.9 METHOD OF AWARD

1.9.1 See Section VI - Consideration for Award/Award Procedures.

1.9.3 The City reserves the right to reject all submittals or any portion of any submittal the City deems necessary for the best interest of the City, to accept any item or group of items unless qualified by the Proposer. All awards made as a result of this submittal shall conform to applicable Florida Statutes and the City Code.

1.9.5 The City shall award a contract to a Proposer through action taken by the City Commission of the City of Cooper City (the "City Commission") at a duly authorized meeting.

1.9.6 The General Terms and Conditions, the Special Conditions, the Technical Specifications, the Proposer's Proposal, the Contract referenced and the task orders are collectively an integral part of the contract between the City and the successful Proposer.

1.9.7 While the City Commission may determine to award a contract to a Proposer(s) under this Solicitation, said award may be conditional on the subsequent submission of other requested documents. The Proposer shall be in default of the contractual obligations if any of these documents are not submitted in a timely manner and in the form(s) required by the City. If the Proposer is in default, the City, through the Purchasing Agent, will void its acceptance of the Proposer's offer and may determine to accept offers from other responsive, responsible Proposers, or re-solicit for the service. The City may, at its sole option, seek monetary restitution from the Proposer as a result of damages or excess costs sustained and/or may prohibit the Proposer from submitting future responses for a period of one year.

1.9.8 In order to provide City departments with continual service while a new contract is being solicited, evaluated and/or awarded, the City reserves the right to automatically extend the contract for a maximum period not to exceed one hundred and eighty (180) calendar days, If this right is exercised, the City shall notify the Proposer, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. By affixing its authorized signature to a Proposal, the Proposer hereby acknowledges and agrees to this right of the City.

1.10 INVOICES/PAYMENT

Invoices documenting completed work shall be submitted at the completion of each request for work and must contain detailed information including the location and amount of work performed. Contractor shall submit an exact listing of completed work with submission of invoice for payment.

In accordance with Florida Statute 255.078, for contracts for construction services, Cooper City will withhold 10% retainage on each progress payment until all work is 50% complete. Once 50% complete, the rate of retainage shall be reduced to 5%. Retainage is calculated on the total contract cost which includes any change orders pre-approved by the City.

Every effort will be made by the City to remit payment within 30 days of the invoice date, after satisfactory inspection by the using department. BIDDERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY. ALL CHECKS WILL BE MAILED TO THE VENDOR'S REMIT TO ADDRESS ON FILE.

Invoices shall be emailed MONTHLY to Accounting@CooperCityFL.org, or sent via US Mail to City of Cooper City, P.O. Box 290910, Cooper City, FL 33329-0910. All invoices must reference the applicable Work Authorization and/or Bid number.

1.11 INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact the Purchasing Division via telephone at (954) 434-4300 x #268 or email Purchasing@CooperCityFL.org. Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted by written addendum.

All questions must be submitted in writing. Questions of a material nature must be received prior to the cut-off date specified in the Bid Schedule. No part of your bid can be submitted via fax or e-mail.

1.12 WRITTEN CONTRACT

The awarded Respondent shall be required to enter into a written Contract with the City. The Contract form shall be prepared by the City, and shall incorporate the terms of this solicitation, the accepted submittal, and include a termination for convenience clause, liquidated damages clause and other terms which may be required by the City and acceptable by the City Commissioners. The Contract shall be substantially in the form attached to this solicitation. No work shall be performed or payment due unless a written Contract is fully executed and has been approved by the City Commissioners.

[END OF SECTION]

SECTION II – SOLICITATION SCHEDULE

Item	Date
Release RFQ	Thursday, June 18, 2020
Last Date for Receipt of Questions of a Material Nature	Thursday, July 16, 2020
SUBMITTALS DUE (Prior to 3:00PM EST)	**Thursday, July 23, 2020**
Evaluation Committee Review and Short-listing of Proposals	Week of August 3, 2020
Oral Interviews with Finalists and Ranking of Firms	Week of August 10, 2020
Recommendation of Award issued to City Commission	Tuesday, August 25, 2020
Anticipated Award of Contract by City Commission	Tuesday, September 8, 2020

[END OF SECTION]

SECTION III - GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Cooper City Finance Department - Purchasing Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Special Conditions, Technical Specifications, Instructions, Bid Pages, Addenda, and Legal Advertisements.

3.0 SPECIAL CONDITIONS

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

3.1 BID TABULATIONS

Proposers desiring a copy of the bid tabulation may obtain one online at www.DemandStar.com.

3.2 NO BID

If not submitting a bid, please respond by returning a statement indicating your reason. Repeated failure to respond without sufficient justification shall be cause for removal of a supplier's name from the bid mailing list. NOTE: In order to qualify as a respondent, a Proposer shall submit a "no bid" and same shall be received no later than the stated bid opening date and hour.

3.3 BILLING INSTRUCTIONS

Invoices, unless otherwise indicated, shall show any applicable purchase order number, Work Authorization, and respective Bid number and shall be submitted to the Accounts Payable division of Finance located at P.O. Box 290910, Cooper City, FL 33329-0910, with the requesting Department labeled on the mailing envelope. Invoices may be emailed to Accounting@CooperCityFL.org.

3.4 TAXES

The City is exempt from Federal Excise and State taxes. The applicable tax exemption number shall be printed on the Work Authorization, Purchase Order, or other authorizing City Document.

3.5 EQUIVALENTS

If Proposer offers makes of equipment or brands of supplies other than those specified in the Request for Qualifications, they shall so indicate on their bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

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

Proposer shall indicate on the Bid Form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. OTHER THAN SPECIFIED ITEMS OFFERED REQUIRES COMPLETE DESCRIPTIVE TECHNICAL LITERATURE MARKED TO INDICATE DETAIL(S) CONFORMANCE WITH SPECIFICATIONS AND SHALL BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.

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

3.6 MISTAKES

Proposers are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so shall be at the Proposer's risk. In the case of a discrepancy in computing the total amount of the bid, the UNIT PRICE quoted shall govern.

3.7 CONDITIONS AND PACKAGING

It is understood and agreed that any item offered or shipped as a result of this bid shall be latest and most current production model at the time of this bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

3.8 QUALITY
All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid shall be new, the latest model, of the best quality, and highest grade workmanship.

3.9 CANCELLATION
In the event that any of the provisions of this bid are violated by the contractor, the Purchasing Agent shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Commission for immediate cancellation. The City Commission reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party and may provide for additional rights and remedies pursuant to Section 3.38/3.39. The City Commission may delegate this authority to the City Manager.

3.10 PROTESTS, APPEALS AND DISPUTES
Protests shall be submitted in writing to the Purchasing Agent no later than five (5) working days prior to scheduled award by the City. Should the matter not be resolved to the satisfaction of the Proposer, the appeal shall be heard by the City Commission. The Purchasing Agent shall act as the City's representative, in the issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence relating to the bidding process. All costs accruing from a Bid or award challenge shall be assumed by the challenger. The decision of the City Commission shall be final and conclusive. The City Commission's decision shall be binding on all parties concerned, subject to review only on the grounds that it constitutes arbitrary action, in a court of competent jurisdiction in Broward County in accordance with laws of the State of Florida.

3.11 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT
If the Proposer is awarded a contract under this bid solicitation, the prices quoted by the Proposer on the Bid Form shall remain fixed and firm during the term of the contract; provided however, that the Proposer may offer incentive discounts from the fixed price to the City at any time during the contractual term. Price adjustments may be allowed on multi-year term contracts (See Section 1.7 for details).

3.12 COMPLETE PROJECT REQUIRED
Contractor shall complete the work outlined in the Scope of Work as well as any future Work Authorizations. Completed work shall meet all specifications identified therein. Failure to list any item or classes under the Scope of Work shall not relieve the contractor from furnishing, installing or performing such work where required by any part of these specifications, or necessary for the satisfactory completion of the project

3.13 PRICES QUOTED
Proposer shall deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices shall be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices shall be F.O.B. / C.I.F. destination, freight prepaid (unless otherwise stated in special conditions). Award, if made, shall be in accordance with terms and conditions stated herein. Each item shall be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered shall not be a consideration in determination of award of bid(s).

3.14 UNDERWRITERS' LABORATORIES (the "UL")
Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination listing where such has been established by UL for the item(s) offered and furnished.

3.15 NON-CONFORMANCE TO CONTRACT CONDITIONS
Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or Purchase order or Work Authorization may be purchased on the open market with any increase in cost charged to the Proposer. Any violation of these stipulations may also result in:

a. Vendor's name being removed from the vendor list;
b. All City Departments being advised not to do business with vendor.

3.16 DISPUTES
In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties.

3.17 LEGAL REQUIREMENTS
Federal, state, county and city laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility.

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

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

3.20 ANTI-DISCRIMINATION
The Proposer certifies that he/she is in compliance with the non-discrimination clause contained in Florida State Statute Section 202, Executive Order 11246, as amended by Executive Order 11375 and applicable laws relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

3.21 DEFAULT
In the event of default on a contract, the contractor shall pay all attorneys' fees and court costs incurred by City in collecting any liquidated damages. The City further reserves the right to retain any bonds issued with the Bid.

3.22 SUBSTITUTIONS
The City SHALL NOT accept substitute shipments of any kind. Proposer(s) is expected to furnish the brand quoted in their bid once awarded. Any substitute shipments shall be returned at the Proposer's expense.

3.23 BIDDER'S FACILITIES
The City reserves the right to conduct site visits to contractor's business location(s) at any time with prior notice and/or may request that contractor participate in live presentations. The selection of a contractor may be based wholly or in part upon the results of site visits or live presentations.

3.24 DISCLAIMER
The City may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Submittals; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Submittals that are not received on time and/or do not conform to the City's requirements shall not be considered. After all submittals are analyzed, organizations submitting responses that appear, solely in the opinion of the City, to be the most competitive, shall be submitted to the City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City. The selection by the City shall be based on the bid, which is, in the sole opinion of the City Commission, in the best interest of the City. The issuance of this bid constitutes only an invitation to make presentations to the City. The City reserves the right to determine, at its sole discretion, whether any aspect of the bid satisfies the criteria established in this Bid. In all cases the City shall have no liability to any contractor for any costs or expense, incurred in connection with this bid or otherwise.

3.25 EVIDENCE
The submission of a Bid shall be prima facie evidence that the contractor is familiar with and agrees to comply with the contents of this Bid.

3.26 DEMONSTRATION OF COMPETENCY

3.26.1 Pre-award inspection of the Proposer's facility may be made prior to the award of contract. Submittals shall only be considered from firms, which are regularly engaged in the business of providing the goods and/or services as described in this Bid. Proposers shall be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the City.

3.26.2 The City shall consider any available evidence regarding the financial and technical qualifications and abilities of a Proposer as well as past performance (experience) with the City and any and all other evidence the City deems pertinent in making the award in the best interest of the City.

3.26.3 The City may require Proposers to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the City through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Proposer's Bid may render the Bid non-responsive.

3.26.4 The City may, during the term of the Contract between the City and the contractor is in force, review the contractor's record of performance to insure that the Proposer is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the contractor's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the contractor no longer possesses the financial support, equipment and organization which would have been necessary during the term of the Contract in order to comply with this demonstration of competency section.

3.27 ASSIGNMENT

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation without prior written consent of the City.

3.28 INDEMNIFICATION

The successful Proposer shall indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and persons employed or utilized by the Proposer in the performance of the Contract.

3.29 NON-EXCLUSIVE

The City retains the right to procure services from other providers.

3.30 SUNSHINE LAW

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Proposer acknowledges that the materials submitted with the Bid and the results of the City evaluation are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

3.31 FORCE MAJEURE

The performance of any act by the City or contractor hereunder may be delayed or suspended at any time where either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party. However, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement resulting from the Bid.

3.32 COLLUSION

By offering a submission pursuant to this Request for Qualifications, the Proposer certifies the Proposer has not divulged, discussed, or compared their Bid with other Proposers and has not colluded with any other Proposer or parties to this Bid

whatsoever. The Proposer certifies, and in the case of a joint bid, each party thereto certifies, as to their own organization, that in connection with this Bid:

3.32.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Proposer or with any competitor.

3.32.2 Any prices and/or cost data quoted for this Bid have not knowingly been disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to the scheduled opening, directly or indirectly to any other Proposer or to any competitor.

3.32.3 No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

3.32.4 The only person or persons interested in this Bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.

3.32.5 No person or agency has been employed or retained to solicit or secure the award of the bid upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except for bona fide employees maintained by the Proposer.

3.33 CONE OF SILENCE

A. Definitions: "Cone of Silence," as used herein, means a prohibition on any communication regarding this Request for Qualifications between:
   i. a potential vendor, service provider, Proposer, lobbyist, or consultant, and;
   ii. the City Commissioners, City's professional staff including, but not limited to, the City Manager and staff, any member of the City's selection or evaluation committee.

B. Restriction; Notice: A Cone of Silence shall be imposed upon each solicitation after its advertisement. At the time of imposition of the Cone of Silence, the City Manager or designee shall provide for public notice of the Cone of Silence by posting a notice at City Hall. Additional notice thereof shall be provided to the affected departments, and to each City Commissioner. The City may include a statement disclosing the requirements of this section in any public solicitation for goods or services.

C. Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether regular or special meeting) at which the City Manager makes a written recommendation to the City Commission for the award of the Contract. However, if the City Commission refers back to the City Manager or staff for further information, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

   Exceptions to Applicability: The provisions of this section shall not apply to:

   i. Oral communications at pre-solicitation meetings;
   ii. Oral presentations before selection or evaluation committees;
   iii. Public presentations made to the City Commissioners during any duly noticed public meeting; Communications in writing at any time with any City employee, unless specifically prohibited by the applicable solicitation documents; in which case the Proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
   iv. Communications regarding a particular solicitation between potential vendor, service provider, Proposer, lobbyist or consultant and the City's Purchasing Division or City employee designated responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

D. Penalties: Violation of this section by a particular Proposer shall render any award to said Proposer potentially void by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a

City selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a City employee may subject said employee to disciplinary action.

E. Clarification: Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

3.34 ELIGIBILITY
All agents, employees and subcontractors of the Proposer retained to perform services pursuant to this bid shall comply with all laws of the United States concerning work eligibility.

3.35 TIE BIDS/PREFERENCE
Whenever two or more Submittals which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a Bid received from a business that certifies that is has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Submittals 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:

3.35.1 Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

3.35.2 Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3.35.3 Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

3.35.4 In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo-contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

3.35.5 Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such program is available in the employee's community, by any employee who is so convicted.

3.35.6 Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

3.36 SPOT MARKET PRICING: N/A

3.37 PROPERTY
Property owned by the City is the responsibility of the City. Such property furnished to a contractor for repair, modification, study, etc., shall remain the property of the City. Damages to such property occurring while in the possession of the contractor shall be the responsibility of the contractor. Damages occurring to such property while in route to the City shall be the responsibility of the contractor. In the event that such property is destroyed or declared a total loss, the contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

3.38 TERMINATION FOR DEFAULT
If contractor defaults in its performance under the Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate the Contract, in whole or in part, upon written notice without penalty to the City. In such event the contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the contractor was not in default or (2) the contractor's failure to perform is without their subcontractor's control, fault or negligence, the termination will be deemed to be a termination for convenience of the City under Section 3.39.

3.39 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract, in whole or in part, upon 30-days prior written notice, when it is in the best interest of the City. If the Contract is for supplies, products, equipment or software, and is terminated for convenience by the City, the contractor will be compensated in accordance with an agreed upon adjustment of cost. To the extent that the Contract is for services and so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

3.40 CONFIDENTIALITY

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. If this Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

3.41 GOVERNING LAW AND VENUE

The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Broward County, Florida.

3.42 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Bid or the resulting Contract will be deemed or construed to create a partnership or joint venture between the City and contractor, or to create any other similar relationship between the parties.

3.43 AUDITS

The City shall have access to all books, records, and documents of the contractor which directly relate to the work to be performed for the purpose of inspection and auditing upon reasonable written notice during normal business hours at the office of the contractor or at some location mutually agreed upon by the City and the contractor.

3.44 PUBLIC RECORDS:

A. Contractor agrees to keep and maintain public records in contractor's possession or control in connection with contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

B. Upon request from the City custodian of public records, contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the contractor shall be delivered by the contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

E. Any compensation due to contractor shall be withheld until all records are received as provided herein.

F. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

In accordance with Section 119.0701(1)(a), Florida Statutes, **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT CUSTODIAN OF PUBLIC RECORDS:**

KATHRYN SIMS, CITY CLERK/ASST. CITY MANAGER
CITY OF COOPER CITY
9090 SW 50 PLACE
COOPER CITY, FL 33328
954-434-4300 x #291
KSIMS@COOPERCITYFL.ORG

[END OF SECTION]

SECTION IV – SPECIAL CONDITIONS

4.1 GENERAL CONDITIONS

The General Conditions shown above (Section III) are modified as follows.

4.2 TIME OF COMPLETION

Upon issuance of each work authorization by the City, the work performed under this Contract shall be commenced upon and completed within the time allotted in the work authorization.

4.3 INSURANCE

Where contractors are required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the successful contractor shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The contractor shall be liable for any damages or loss to the City occasioned by negligence of the contractor or any person the contractor has designated in the completion of the contract as a result of their bid.

Contractors shall furnish insurance certificates indicating satisfactory insurance coverage at its sole cost and expense, maintain in full force and effect during the term of the agreement, policies of insurance of the type and in the minimum amounts stated below. Such policy close(s) shall be issued by an insurer of recognized responsibility and rated no less than "A" by the A.M. Best Company or similar insurance rating firm. Such policy close(s) shall contain appropriate cross liability clauses, be primary without right of contribution, and shall provide that the City shall be given 30 days' advance written notice in the event of cancellation, termination or modification which materially restricts the coverage thereof.

Prior to the execution of this agreement, contractor shall provide the City with a certificate of insurance and a copy of the policy endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured to the extent of the contractual obligation assumed by the Proposer.

4.3.1 Comprehensive General Liability Insurance including, but not limited to: coverage for premises & operations, personal & advertising injury, products & completed operations, Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract), and independent contractors. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $2,000,000 (mostly for construction or equipment sold to the CITY)

Proposer must provide a copy of the Declaration of Coverage Page containing the policy forms and any exclusions of General Liability.

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract. (Increase to 10 years for construction projects) (For construction projects also include: Designated Construction Project(s) General Aggregate Limit)

The City of Cooper City must be shown as an additional insured with respect to this coverage. City's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

4.3.2 Workers' Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the

CONTRACTOR and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A - Statutory
2. Employers Liability: Coverage B - $500,000 Each Accident
   $500,000 Disease – Policy Limit
   $500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Coverage shall be included for injuries or claims under the USL&H or Jones Act, when applicable.

4.3.3 AUTO LIABILITY INSURANCE covering all owned, leased, hired, non-owned and employee non-owned vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. Non-Owned Autos (Symbol 9)
   Combined Single Limit (Each Accident) - $1,000,000

If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of $100,000 per person/$300,000 per occurrence and Property Damage limits of $300,000 per occurrence.

4.3.4 PROFESSIONAL LIABILITY/ERRORS & OMISSIONS INSURANCE, with a limit of liability, no less than $5,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. (Increase to 10 years for construction projects)

4.3.5 ENVIRONMENTAL/POLLUTION LIABILITY shall be required with a limit of no less than $1,000,000 per wrongful act whenever work under this Agreement involves potential losses caused by pollution conditions. Coverage shall include: Contractor's completed operations as well as sudden and gradual pollution conditions. If coverage is written on a claims-made basis, coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. City of Cooper City must be shown as an additional insured with respect to this coverage. Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

4.3.6 SEXUAL ABUSE may not be excluded from any policy for Agreements involving any interaction with minors or seniors.

4.3.7 REQUIRED INSURANCE ENDORSEMENTS

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability polices required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30 Day Notice of Cancellation or Non-Renewal to the CITY
4. CONTRACTORs' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional

insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

4.4 PERMITS, FEES AND NOTICES

4.4.1 The City shall pay ONLY CITY OF COOPER CITY'S PERMIT FEES required to complete the project; however, the Successful Proposer shall secure and be responsible for obtaining any and all permits and licenses necessary for the proper execution and completion of the work. The Successful Proposer shall use their best efforts to obtain all necessary permits as soon as possible after the date of Contract award. Any delays in obtaining permits must be brought to the attention of the purchasing division and using department without delay.

4.4.2 The Successful bidder shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The CITY shall not be responsible for monitoring the Successful Proposer's compliance with any laws or regulations.

4.4.3 The Successful bidder shall secure, complete and file with the Clerk of Courts of Broward County, a Certified Notice of Commencement required per chapter 96-838, Laws of Florida. This notice must be on file with the City of Cooper City Building Department, and be displayed on the job site prior to the first inspection.

4.5 BONDS

Bonds are NOT required to respond to this request for qualifications, however, after award of this solicitation, successful Proposers may be required by the scope of a specific Project/Task Authorization to submit performance and/or payment bonds. Offeror shall provide certificates of insurance in the manner, form and amount(s) specified herein.

4.5.1 PUBLIC/PERFORMANCE BOND - NOT REQUIRED TO RESPOND TO THIS RFQ.

All Work Authorizations that exceed $100,000 will require, upon award, a 100% Performance Bond. Three methods of bonds are acceptable:

1) A Surety Bond written by a surety company authorized to do business in the State of Florida. Surety bonds shall comply with Section 287.0935; Florida Statutes;
2) An Irrevocable Letter of Credit (ILC) issued by a bank located in Broward County. The ILC shall be in the total amount of the contract and shall clearly state that it cannot be revoked until express written approval has been given by the City. The City, to draw on same, must give written notice to the bank, with a copy to the successful Proposer.
3) A Cashier's Check made payable to the City of Cooper City. Cashier's Check will be deposited into an escrow account for the term of the project and refunded to contractor only upon satisfactory completion of each task order.

4.5.2 BID BOND - NOT REQUIRED TO RESPOND TO THIS RFQ.

Submittals **MUST** be accompanied by a Bid security made payable to the City in an amount equal to five percent (5%) of the Proposer's maximum Bid price and in the form of a certified check, bank money order, or a Bid Bond issued by an authorized surety.

The Bid security of the Successful Proposer will be retained until such Proposer has executed the Contract Documents, furnished the required contract security (Public Construction Bond) and met the other conditions of the Notice of Award, whereupon the Bid Security will be returned. If the Successful Proposer fails to execute and deliver the Contract Documents and furnish the required security within 15 days of the issuance of the Notice of Award, the City may consider Proposer to be in default, annul the Notice of Award, and the Bid security of that Proposer shall be forfeited. Such forfeiture shall be City's exclusive remedy if Proposer defaults. The Bid security of Proposers whom the Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective date of the Agreement or 61 days after the Bid opening, whereupon the Bid security furnished by such Proposers will be returned.

The Bid security of Proposers whom the City believes do not have a reasonable chance of receiving the award will be returned within 21 days after the Bid opening.

4.6 VARIANCES

While the City allows contractors to take variances to the solicitation terms, conditions, and specifications, the number and extent of variances taken shall be considered in determining bid responsiveness and in allocating bid evaluation points.

4.7 INDEPENDENT CONTRACTOR

The contractor is an independent contractor under this Agreement. Personal services provided by the contractor shall be by employees of the contractor and subject to supervision by the contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the contractor.

4.8 SELLING, TRANSFERRING OR ASSIGNING CONTRACT

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the City Attorney, or City Attorney's designee.

4.9 SUBSTITUTION OF PERSONNEL

It is the intention of the City that the contractor's personnel proposed for the contract shall be available for the entire contract term. In the event the contractor wishes to substitute personnel, they shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause.

See Section 5.1 for special requirements related to sub-consultants.

4.10 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the contractor and shall be repaired and/or replaced at no additional cost to the City.

4.11 CONTRACTORS' COSTS

The City shall not be liable for any costs incurred by bidders in responding to this solicitation.

4.12 INVOICES/PAYMENT

Invoices documenting completed work shall be submitted at the completion of each request for work and must contain detailed information including the location and amount of work performed. Contractor shall submit an exact listing of completed work with submission of invoice for payment.

Every effort will be made by the City to remit payment within 30 days of the invoice date, after satisfactory inspection by the using department. BIDDERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY. ALL CHECKS WILL BE MAILED TO THE VENDOR'S REMIT TO ADDRESS ON FILE.

Invoices shall be emailed to Accounting@CooperCityFL.org, or sent via US Mail to City of Cooper City, P.O. Box 290910, Cooper City, FL 33329-0910. All invoices must reference the applicable Work Authorization and/or Bid number.

The City shall accept original invoices no more frequently than once per month. Each invoice shall fully detail the hourly costs and all related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. The City will endeavor to make payment on a correct invoice within thirty (30) days after receipt of an invoice acceptable to the City. If, at any time during the contract, the City shall not approve or accept the contractor's work product, and agreement cannot be reached between the City and the contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the contractor on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed.

4.13 DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion. If the contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the contractor shall submit a revised budget to the City for approval prior to proceeding with the work.

4.14 REQUESTS FOR MODIFICATION

The City reserves the right to request that the Proposer modify their bid to more fully meet the needs of the City.

4.15 BID ACKNOWLEDGMENT

By submitting a bid, the bidder certifies that they have fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed.

4.16 REQUESTS FOR ADDITIONAL INFORMATION BY CITY

The bidder shall furnish such additional information as the City may reasonably require. This includes information, which indicates financial resources as well as ability to provide the product(s) and/or services. The City reserves the right to make investigations of the qualifications of the bidder as it deems appropriate, including but not limited to, a background investigation conducted by the Broward Sheriff's Office.

4.17 ACCEPTANCE/REJECTION/MODIFICATION TO BIDS

The City reserves the right to negotiate modifications to submittals that it deems acceptable, reject any and all submittals, and to waive minor irregularities in the submittals.

4.18 ALTERNATE BIDS

An alternate bid is viewed by the City as a bid describing an approach to accomplishing the requirements of the Request for Qualifications which differs from the approach set forth in the solicitation.

An alternate bid may also be a second bid submitted by the same bidder which differs in some degree from its basic or prime bid.

Alternate submittals may be in the area of technical approach, or other provisions or requirements of the solicitation.

The City shall, during the initial evaluation process, consider all alternate submittals.

4.19 ADDENDUM OR AMENDMENT TO REQUEST FOR QUALIFICATIONS

If it becomes necessary to revise or amend any part of this Request for Qualifications, the City's Purchasing Agent shall furnish the revision by written Addendum and will post a public notice of the change online.

4.20 PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all bidders should be aware that Request for Qualifications and the responses are in the public domain. However, the bidders are required to *identify specifically* any information contained in their submittals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All submittals received from bidders in response to this Request for Qualifications will become the property of the City and will not be returned to the bidders. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the City.

4.21 RECORDS RETENTION

The contractor awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this solicitation. All records, documents and information collected and/or maintained by others in the course of the administration of the agreement shall be transferred to electronic data storage media and copies given to the City to retain for its use. This information shall be made accessible at the awardees place of business to the City, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction and audit without restriction.

4.22 CONTRACT DOCUMENT

The entire contents of this Request for Qualifications, along with the Proposer's submittal and any subsequent work authorizations or change orders, are collectively an integral part of the contract between the City and the contractor.

4.23 PERFORMANCE STANDARDS

Failure on the part of the Proposer to comply with the conditions, terms, specifications and requirements of the Scope of Work shall be just cause for cancellation of the proposal award. The City may, by written notice to the Proposer, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of non-performance.

4.24 LIQUIDATED DAMAGES – As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONSULTANT fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONSULTANT will pay CITY as liquidated damages, and not as penalty ten dollars ($10.00) for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

4.25 FEMA REQUIREMENTS

Any reference made to CONTRACTOR in this section shall also apply to any Subcontractor under the terms of this Contract. CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses:

4.25.1 CONTRACTOR shall assist CITY in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to costs arising out of the services provided pursuant to this Agreement. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries.

4.25.2 If reimbursement is denied to CITY due to CONTRACTOR's negligence, including failure to comply with this Article, CONTRACTOR upon notification from FEMA or the Florida Division of Emergency Management of such denial and upon written demand by the CITY, shall reimburse CITY for amounts denied due to CONTRACTOR's negligence. This obligation shall survive the term or termination of this Agreement.

4.25.3 Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec.200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of this section shall prevail.

4.25.3.1 Equal Employment Opportunity: During the performance of this contract, CONTRACTOR agrees as follows:

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

(4) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) CONTRACTOR will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

4.25.3.2 Davis-Bacon Act: Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). 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.

4.25.3.3 Copeland "Anti-Kickback" Act: CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), 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"). CONTRACTOR 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 they are otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

4.25.3.4 Contract Work Hours and Safety Standards Act. (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) 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.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which they are employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

4.25.3.5 Clean Air Act: Pursuant to 42 U.S.C. 7401- 7671q. and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended CONTRACTOR agrees 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). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
Clean Air Act.

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

4.25.3.6. Suspension and Debarment. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(1) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(2) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

4.25.3.7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).Contractors who apply or bid for an award of $100,000 or more shall 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 shall 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 recipient."

4.25.3.8 Compliance with State Energy Policy and Conservation Act. Contractor shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

4.25.3.9 Recovered Materials.

(1) In the performance of this Contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(i) Competitively within a timeframe providing for compliance with the contract performance schedule

(ii) Meeting Contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

4.25.3.10 Pursuant to 44 CFR 13.36(i)(7), contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41

4.25.3.11 Pursuant to 44 CFR 13.36(i)(8), contractor agrees that if this Agreement results in any copyrightable materials or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or

otherwise use the copyright of said materials or inventions for Federal Government purposes
4.25.3.12 Access to Records. In accordance with 44 CFR 13.36(i)(11) and Chapters 119 and 257, Florida Statutes,

(1) The contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The contractor agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

4.25.3.13 No Obligation by the Federal Government

(1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the contract and shall not be subject to any obligations or liabilities to the City, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

4.25.3.14 DHS Seal, Logo, and Flags. The contractor shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

4.25.3.15 Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

4.25.3.16 Fraudulent Statements. The contractor acknowledges that 31 U.S.C. Chap. 38 applies to the contractor's actions pertaining to this Contract.

[END OF SECTION]

SECTION V - SCOPE OF WORK / TECHNICAL SPECIFICATIONS

5.1 PURPOSE

The City of Cooper City is seeking qualification statements from qualified firms,in order to establish continuous contracts with one or more of Professional Service Providers that the City will utilize if a need arises, in accordance with the terms, conditions, and specifications contained in this solicitation and the resulting continuous contract, and in accordance with the Consultant's Competitive Negotiation Act (C.C.N.A. – Florida Statute 287.055). Services may include, however are not limited to, specifications, designs/plans, design criteria packages, etc.

Professional Services shall include:

- General Civil and Environmental Engineering Services
- Electrical Engineering Services
- Geotechnical Services
- Structural Engineering Services
- Land Surveying Services
- General Architectural Services
- Landscape Architecture Services
- Hydro-Geological Services
- Roadway and Traffic Engineering Services
- Treatment Plant Process Engineering Services

The City anticipates entering into continuous contracts with one or more Professional Service Providers to be used on an as-needed basis. Typical projects may include, but not be limited to, utility matters (Water/Sewer/Drainage), building additions and/or renovations, stand-alone restroom facilities at park sites, roadway type construction and modifications, and other vertical construction needs.

Firms may submit responses to qualify for one, multiple or all of the professional service disciplines requested in this RFQ. In addition, firms may submit responses which include sub consultants in their proposed team. The sub-consultants shall be identified in the firm's response, however, in the event the City includes the firm in their response, and the firm decides to utilize a different sub-consultant, the firm must disclose this information to the City's authorized representative, and the City's representative must approve the utilization of that newly requested sub-consultant. Firms will be able to submit responses as a Prime and may also be listed as a sub-consultant on another firm's proposal.

No minimum amount of professional services or compensation will be assured to the firm or firms that are awarded and the City shall preserve its option to retain other architectural, engineering and professional service firms or to perform work "in-house" for any particular project or assignment at its sole discretion.

5.2 SCOPE OF WORK

5.2.1 GENERAL

Applies to all disciplines:

1. Site investigation and evaluation
2. Report preparation
3. Project planning/Master planning
4. Design and Preparation of engineering plans, specifications and contract documents
5. Permits preparation and review
6. Preparation of schedules
7. Bid/award and evaluations

8. Post Design Services (professional services during construction), including, but not limited to:
   a. Meetings
   b. Construction assistance
   c. Plans revisions and change orders reviews
   d. Shop drawing review
   e. RFI reviews
   f. As-built drawings review
   g. Construction observation and final certification.
   h. Certification of proposed requests for payments.
9. Attendance at meetings (including public presentations) with CITY, other consultants and regulatory agencies, and/or private property owners/developers/special interest groups
10. Complete construction, engineering and inspection (CEI) services as identified through items 8-9 above.

5.2.2 GENERAL CIVIL AND ENVIRONMENTAL ENGINEERING SERVICES

Includes but not limited to:

1. General Utility Engineering; including, but not limited to:
   a. Water mains
   b. Gravity sewer
   c. Sewage force mains
   d. Pump stations.
2. Surface water management; including but not limited to storm water systems and drainage.
3. Roadway and miscellaneous civil engineering improvements; including but not limited to:
   a. Major and Minor Roadway Design
   b. Intersection Improvements
   c. Roadway Resurfacing Design
   d. Pedestrian Sidewalk/Multi-Use Trail Design
   e. Traffic Signal Design
   f. Traffic Operations Studies
   g. Traffic Calming Design
   h. Construction Engineering Inspection/Administration
4. Hydrologic fields studies and related monitoring activities.
5. Report writing including monitoring reports and preparation of certifications and other documentation required by the permits.
6. Design and permitting of dredge/fill activities and wetland mitigation improvements.
7. Inspection of dredge and fill and/or wetland mitigation activities.
8. Support in preparing CITY Resolutions pertaining to various disciplines.
9. Identification and coordination of environmental maintenance activities at Parks.
10. Preparation of miscellaneous Phase-I Environmental Audits and/or engineering due diligence investigations.
11. Represent the CITY in matters involving or relating to other governmental entities at the local, regional, state or national level, pertaining to environmental and/or site civil engineering services in which CITY is a participant or otherwise has an interest.
12. Represent the CITY in matters involving or relating to private development interests pertaining to environmental and/or site civil engineering services in which CITY is a participant or otherwise has an interest.

5.2.3 ELECTRICAL ENGINEERING SERVICES

Includes but not limited to:

1. General municipal building electrical engineering including:
   a. New building design.
   b. Existing building evaluation and modifications.
   c. Stand-by power systems for buildings, wastewater pumping stations and various municipal facilities.

d. Wastewater pumping stations.
e. Roadway and parking lot lighting design.
f. Power planning and interfacing with FPL.

5.2.4 GEOTECHNICAL SERVICES
Includes but not limited to:

1. Perform soil exploration and sampling
2. Perform field and onsite soil and material testing
3. Prepare geotechnical reports

5.2.5 STRUCTURAL ENGINEERING SERVICES
Includes but not limited to:

1. Perform structural analysis/evaluation/inspection
2. Perform structural design

5.2.6 LAND SURVEYING SERVICES
Includes but not limited to:

1. Property description, evaluation and interpretation
2. Writing, evaluation, and interpretation of legal descriptions
3. Prepare site plans/surveys

5.2.7 GENERAL ARCHITECTURAL SERVICES
Includes but not limited to:

1. Provide design of commercial buildings and structures
2. Project planning
3. Provide preliminary studies
4. Provide drawings and specifications,
5. Provide site inspections
6. Attendance at meetings (including public presentations) with CITY, other consultants and regulatory agencies, and/or private property owners/developers/special interest groups
7. Certification of proposed requests for payments

5.2.8 LANDSCAPE ARCHITECTURE SERVICES
Includes but not limited to:

1. Landscape design for parks, medians, CITY entrance ways, and around public properties
2. Research and site inventory
3. Master planning
4. Irrigation system master planning and design

5.2.9 HYDRO-GEOLOGICAL SERVICES
Includes but not limited to:

1. Water well design and construction services.
2. Hydrogeological studies and modeling.
3. Water use permitting.

5.2.10 ROADWAY AND TRAFFIC ENGINEERING SERVICES
Includes but not limited to:

1. Firms submitting must have the following FDOT certifications:
   a. 2.0 PD&E Studies
   b. 3.1 Minor Highway Design
   c. 3.2 Major Highway Design
   d. 6.1 Traffic Engineering Studies
   e. 6.2 Traffic Signal Timing
   f. 7.1 Signal, Pavement Marking and Channelization
   g. 7.2 Lighting
   h. 7.3 Signalization
   i. 8.1 Control Surveying
   j. 8.2 Design, Right of Way and Construction Survey
   k. 8.4 Right of Way Mapping
   l. 10.1 Roadway Construction Engineering Inspection
   m. 10.3 Construction Materials Inspection
   n. 15.0 Landscape Architect

5.2.11 TREATMENT PLANT PROCESS ENGINEERING SERVICES

Includes but not limited to:

1. Water and wastewater treatment design including:
   a. Plant unit process and operation design, rehabilitation, and repair.
   b. Electrical engineering of power requirements including stand-by power and power planning and interfacing with FPL.
   c. Instrumentation and Controls engineering.
   d. Structural engineering.
   e. Water and wastewater treatment plant permitting.
   f. Post-design and construction services.

[END OF SECTION]

SECTION VI - CONSIDERATION FOR AWARD / AWARD PROCEDURES

6.1 EVALUATION COMMITTEE

Proposals submitted will be evaluated by a committee. The "Evaluation Committee" shall be selected by the City of Cooper City's city manager.

6.2 REVIEW OF PROPOSALS

The Evaluation Committee will use a points formula during the review process to score submittals. Each member of the Evaluation Committee will first score each technical proposal by each of the criteria described in Section 6.3 below. The full Evaluation Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each firm. At this point, firms with an unacceptably low technical score will be eliminated from further consideration.

The City of Cooper City reserves the right to retain all proposals submitted and use any idea in the proposal regardless of whether that proposal is selected.

6.3 EVALUATION CRITERIA

Proposals will be evaluated by an Evaluation Committee. This Committee will evaluate the proposals and may invite the top Proposers to present specific areas of interests to the Committee members. The committee shall evaluate the proposals based on the following weighted criteria:

Item	Points
Firm Qualifications • Stability of key staff • Office in reasonable proximity to City (Tri-County area preferred)	30
Project History • Customer satisfaction references plus previous experience with governmental agencies • Range of Services	25
Experience & Technical Capabilities • Current and projected workload • Firm demonstrates consistency meeting project time & budget constraints Demonstrated minimization of change orders/amendments	25
MAXIMUM TECHNICAL POINTS	**80**
In the event that oral presentations are requested, the City will assign a maximum of 20 additional points for the highest evaluated firms / proposers. Oral Presentations, if Applicable, • Illustrate and detail additional expertise/experience • Illustrate stability of key staff	20
TOTAL POSSIBLE POINTS:	**100**

The Evaluation Committee shall have the option to short-list no less than three Proposers based on the criteria listed above. Then, the Evaluation Committee may schedule a second meeting for the firms to make presentations and answer questions of clarification as part of its evaluation. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm.

The Evaluation Committee will make a recommendation to the City Commission for award of the continuing contract. The contract shall be awarded to the most responsive/responsible proposer whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria. Please note that the contract shall be for as-needed services, therefore the award of the contract does not guarantee that the awarded consultant shall be selected for a project.

6.5 COMPETITIVE NEGOTIATION

In accordance with Florida Statute 287.055(5) "Competitive Negotiation":

6.5.1 The City's Administrative Staff shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive and reasonable. In making such determination, the City's Administrative Staff shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract **over $195,000** *(the threshold amount provided in s. 287.017 for CATEGORY FOUR)*, the agency shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

6.5.2 Should the City's Administrative Staff be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the City's Administrative Staff determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The City's Administrative Staff shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the City's Administrative Staff must terminate negotiations. The City's Administrative Staff shall then undertake negotiations with the third most qualified firm.

6.5.3 Should the City's Administrative Staff be unable to negotiate a satisfactory contract with any of the selected firms, the City's Administrative Staff shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

6.5.4 After the City's Administrative Staff have come to an agreement with the selected firm, and the compensation exceeds $20,000 (or the threshold stated in the City's Procurement Code for Commission Approval), the City's Administrative Staff shall draft an agenda item for approval by the City Commission.

6.6 PROHIBITION AGAINST CONTINGENT FEES

In accordance with Florida Statute 287.055(6) "Prohibition against Contingent Fees":

6.6.1 Each contract entered into by the City for professional services must contain a prohibition against contingent fees as follows:

"The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement."

For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

6.7 RIGHT TO REJECT PROPOSALS

Submission of a proposal indicates acceptance by the firm of the conditions contained in the RFQ unless clearly and specifically noted

in the proposal submitted and confirmed in the contract between the City of Cooper City and the firm selected. The City of Cooper City reserves the right without prejudice to reject any or all submittals.

[END OF SECTION]

SECTION VII - PROPOSAL REQUIREMENTS

7.1 Inquiries concerning this Request for Qualifications and the subject of the Request for Qualifications shall be directed to the Purchasing Division only. **PLEASE REFER TO SECTION 3.33, CONE OF SILENCE FOR MORE INFORMATION.**

Purchasing Division
9090 SW 50th Place
Cooper City, Florida 33328
(954) 434-4300 x268
Purchasing@CooperCityFL.org

7.2 SUBMISSION OF PROPOSALS
The following material is required to be submitted by Thursday, July 23, 2020 at 3:00 PM EST to

Office of the City Clerk
City of Cooper City
9090 SW 50thPlace
Cooper City, Florida 33328

FAILURE TO PROPERLY IDENTIFY THE OUTSIDE OF YOUR PACKAGE MAY RESULT IN ACCIDENTAL, PREMATURE OPENING OF YOUR PACKAGE AND RENDER YOUR SUBMITTAL VOID.

ONE UNBOUND ORIGINAL copy (so marked) of a Technical Proposal, FOUR (4) COPIES copies and ONE (1) ELECTRONIC COPY (Flash drive or CD). Proposal shall be submitted in the following format:

All submittals shall address and be tabbed/indexed as outlined below:

Title Page:

List the following:

Subject: RFQ 2020-1-UTL, Professional Service Providers (Architectural, Engineering, Surveying & Mapping)

1. Date
2. Name of the Firm
3. Address of the local office
4. Telephone Number
5. Email Address

Tab 1 – Letter of Interest - Letter of Interest shall be signed by a corporate officer.

Limit to two (2) pages.

1. Attach a letter of interest that explains your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm including:

a. Include the size
b. Range of activities
c. Firms strength and stability
d. Location of firm (Firm must have a local established office location within the counties of Broward, Miami Dade or Palm Beach Counties. Work must be completed in this office.) If services will be performed by different offices (such as a joint venture) provide a location for each firm.
e. Summary of abilities and experience of the firms' professional personnel (Standard Form 330 - Attached)

f. Summary of past performance of the firm on similar projects (Standard Form 330 - Attached)
g. Recent, current, and projected workload of the firm, and availability and access to the firms' top level management personnel.
h. Identification of firm's, single, professionally licensed point of contact for all City projects.

Tab 2 – Standard Form 330 (Parts I and II)
Visit https://www.gsa.gov/forms-library/architect-engineer-qualifications for a PDF fillable version of this form. Firms shall complete both Part I and II of the Standard Form 330 so that the City can obtain adequate information for this RFQ.

Firms shall provide five references within the State of Florida, for each discipline, from the last five years.

Tab 3 – Professional Registration Certificates
Professional Registration Certificates: A reproduction of the firm's current professional registration certificate(s) is required for the services offered and must be in the name of the firm offering said services (architecture, engineering, general contractor or other certification required). Firms must be properly registered at the time of application to practice their profession in the State of Florida and with the appropriate State Board governing the services offered.

Tab 4 – Other Required Documents defined in this RFQ

[END OF SECTION]

ATTACHMENT A
(Page 1 of 5)

City of Cooper City, Florida

Bid Form

(4 pages)

PROFESSIONAL SERVICE PROVIDERS
(ARCHITECTURAL, ENGINEERING, SURVEYING & MAPPING)
RFQ 2020-1-UTL

Submittals Due: Thursday, July 23, 2020

For information, contact the Purchasing Division:

Kerri Anne Fisher - Purchasing Agent
Tel: 954-434-4300 ext. #268
Purchasing@CooperCityFL.org

Release Date: Thursday, June 18, 2020

Submitted by: _____
(Company name)

ATTACHMENT A
(Page 2 of 4)

Solicitation Number and Name: RFQ 2020-1-UTL, PROFESSIONAL SERVICE PROVIDERS (ARCHITECTURAL, ENGINEERING, SURVEYING & MAPPING)

Responses submitted to: Office of the City Clerk
City of Cooper City
9090 SW 50th Place
Cooper City, Florida, 33328

1. The undersigned PROPOSER agrees, if this submittal is accepted, to enter into an agreement with the City in the form included in the contract documents. Proposer further agrees to perform and furnish all work as specified or indicated in the contract documents, for the contract price, and within the contract time indicated in this bid, and in accordance with the other terms and conditions of the contract documents.

2. Proposer accepts all of the terms and conditions of the advertisement of Request for Qualifications and Instruction to Proposers including, without limitation, those dealing with the RFQ requirements. The Proposal will remain in full force for 90 days from the date of the RFQ opening. Proposer will sign and submit an agreement with any bonds and other documents required by the Bidding Requirements within fifteen days after the City's notice of award.

3. In submitting this response, Proposer represents, as more fully set forth in the Agreement that:

    a. Proposer has examined copies of all plans, and bidding documents, contract specifications and instruction to Proposers.
    b. Proposer has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
    c. Proposer has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Proposer is entitled to rely.
    d. Proposer has correlated the results of their studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
    e. Proposer has given City written notice of all conflicts, errors or discrepancies that is has discovered in these documents and the written resolution thereof by City is acceptable to Proposer.
    f. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false Proposal, and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or the City.

4. Submittal Copies
ONE (1) ORIGINAL, FOUR (4) COPIES and ONE (1) ELECTRONIC COPY (Flash Drive or CD) of the Bid should be submitted to the City of Cooper City, City Hall, 9090 SW 50th Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk. If by US mail, Submittals shall be submitted to PO Box 290910, Cooper City, Florida 33329-0910.

5. Addenda, Additional Information-Contact with City Staff
Any addenda or answers to written questions supplied by the City to participating Proposers become part of this Request for Qualifications and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

    No negotiations, decisions or actions shall be initiated or executed by the Proposer as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized expression. Also, only communications from Proposer that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the Proposer.

ATTACHMENT A
(Page 3 of 4)

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City Purchasing Division. Questions must be emailed to Purchasing@CooperCityFL.org, who may respond in kind with copies to all Proposers. **The deadline for submission of questions is 5:00PM, Thursday, July 16, 2020.**

The successful Proposer shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful Proposer prior to recommendation of award and presentation to the City Commission.

6. Summary of Documents to be submitted with Bid

_____ Bid Form
_____ References
_____ Public Entity Crimes (PEC) Form
_____ ADA Affidavit
_____ Business Entity Affidavit
_____ Proposer's Foreign (Non-Florida) Corporate Statement (if applicable)
_____ W-9, Request for Taxpayer Identification Number
_____ Proof of Workers' compensation Insurance or Exemption
_____ Proof of Liability Insurance
_____ Ownership Disclosure Affidavit
_____ Drug-Free Workplace Certificate
_____ Employee Background Verification Affidavit
_____ Scrutinized Companies Affidavit
_____ Non-Conflict of Interest Statement
_____ Standard Form 330, Parts I and II (See page 50 for download instructions)

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ATTACHMENT A
(Page 4 of 4)

Proposer's Contact Information

Name of Company: _____

Address: _____

_____

Type of Business _____

Primary Contact: _____

Title: _____

Tel: _____ Mobile: _____

Email Address (Required): _____

Alternate Contact: _____

Title: _____

Tel: _____ Mobile: _____

Email Address (Required): _____

Company's Website: _____

Remit to Address: _____

_____

Remit to Contact: Name: _____ Tel: _____

Remit to Email: _____

ATTACHMENT B

REFERENCES

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation. *CITY OF COOPER CITY STAFF SHALL NOT BE USED AS A CLIENT REFERENCE*.

1. ENTITY/COMPANY NAME: _____

   ADDRESS: _____

   CONTACT NAME: _____

   CONTACT'S TITTLE: _____

   TELEPHONE: _____

   E-MAIL (REQUIRED): _____

   CONTRACT PERIOD: FROM: _____ TO: _____

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2. ENTITY/COMPANY NAME: _____

   ADDRESS: _____

   CONTACT NAME: _____

   CONTACT'S TITTLE: _____

   TELEPHONE: _____

   E-MAIL (REQUIRED): _____

   CONTRACT PERIOD: FROM: _____ TO: _____

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3. ENTITY/COMPANY NAME: _____

   ADDRESS: _____

   CONTACT NAME: _____

   CONTACT'S TITTLE: _____

   TELEPHONE: _____

   E-MAIL (REQUIRED): _____

   CONTRACT PERIOD: FROM: _____ TO: _____

This page shall be completed IN FULL and submitted with your bid.

ATTACHMENT C
(Page 1 of 2)

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____*).*

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which submittals or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

ATTACHMENT C
(Page 2 of 2)

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

STATE: FLORIDA
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ *OR* Produced Identification _____

Type of Identification Produced_____

ATTACHMENT D

AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____*.)*

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

_____
Signature

STATE: FLORIDA
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** **Produced Identification** _____

Type of Identification Produced_____

ATTACHMENT E

BUSINESS ENTITY AFFIDAVIT

I, _____, being first duly sworn state:

The full legal name and business address of the person(s) or entity proposing to contract or transact business with the City of Cooper City ("City") are (Post Office addresses are not acceptable), as follows:

_____
Federal Employer Identification Number (FEIN) (If none, Social Security Number)

_____
Name of Entity, Individual, Partners or Corporation

_____
Doing Business As (If same as above, leave blank)

_____
Street Address Suite City State

_____
State and Date of Incorporation:

_____

_____ _____
Signature of Affiant *Date*

_____
Print Name

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known ____ *OR* Produced Identification ____

Type of Identification Produced_____

ATTACHMENT F

FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO._____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

(1) A foreign corporation may not transact business in this state until it obtains a certificate of authority form the Department of State.

(2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):

_____ (a) Maintaining, defending, or settling any proceedings.

_____ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.

_____ (c) Maintaining bank accounts.

_____ (d) Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.

_____ (e) Selling through independent contractors.

_____ (f) Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders

_____ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.

_____ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.

_____ (i) Transacting business in interstate commerce.

_____ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.

_____ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.

_____ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.

_____ (m) Owning, without more, real or personal property.

The list of activities of subsection (2) is not exhaustive.

(3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm in NOT a corporation:

(I)_____Partnership, Joint Venture, Estate or Trust
(II)_____Sole Proprieties of Self Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

_____ _____
SIGNATURE OF AUTHORIZED AGENT OF PROPOSER BIDDER'S LEGAL NAME

ATTACHMENT G

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
__ - _____

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** Click Here to Sign | **Date ▶**

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X — Form **W-9** (Rev. 12-2014)

ATTACHMENT H

REQUEST FOR PROOF OF WORKERS' COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

In order to provide services or goods to City of Cooper City, we require that you provide us either proof of workers' compensation coverage or proof of exemption.

Workers' compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers' compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers' compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt.* This form can be found at https://www.floridawc.com/workers-comp-insurance/flwc/2011/04/exemptionform.pdf

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

- If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
- If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers' compensation insurance as per the requirements as outlined above, you must complete the attached Workers' compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers' compensation and need to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: www.faia.com, www.piafl.org, or call (850) 893-8245.

Please be reminded that the furnishing of this information to City of Cooper City is a non-negotiable requirement to perform services for us. Failure to provide this information in a timely manner may result in either termination of your services or delay of payment for services. Your workers' compensation Certificate of Coverage, Workers' Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Purchasing Division located at City Hall, 9090 SW 50 Place, Cooper City, Florida 33328, or emailed to Purchasing@CooperCityFL.org.

ATTACHMENT I

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name	Address	Ownership
		_____%
		_____%
		_____%

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

_____
_____
_____

_____
Signature of Affiant

_____
Print Name

_____
Date

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT J

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, (**print or type name of firm**)

_____

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

_____
Signature of Affiant

_____
Print Name

_____
Date

STATE: FLORIDA
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** **Produced Identification** _____

Type of Identification Produced_____

ATTACHMENT K

EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, _____ of _____, attest that all personnel used in
(Print Name) *(Company Name)*

the performance of this work have had a criminal background check with a passing grade and have been drug tested with a passing grade and are legally documented to work in the United States.

_____
Signature of Affiant

_____
Print Name

_____
Date

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT L

SCRUTINIZED COMPANIES AFFIDAVIT

Certification pursuant to Florida Statute § 287.135

I,_____, on behalf of_____,
Print Name and Title **Company Name**

certify that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the contractor of the City's determination concerning the false certification. The contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____
COMPANY NAME

_____
PRINT NAME

_____
TITLE

_____
SIGNATURE

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known ____ ***OR*** **Produced Identification** ____

Type of Identification Produced_____

ATTACHMENT M

NON-CONFLICT OF INTEREST STATEMENT

A. A. I am the _____ of _____ with a
[Insert Title] [Insert Company Name]

local office in _____ and principal office in _____.

B. The entity hereby submits a proposal/offer in response to **RFQ 2020-1-UTL,**

C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

E. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cooper City government.

J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment is true and correct at the time of submission.

_____ _____
Signature of Affiant **Date**

_____
Printed Name & Title of Affiant

STATE: FLORIDA
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known ____ ***OR*** **Produced Identification** ____

Type of Identification Produced _____

ATTACHMENT N

STANDARD FORM 330, PARTS I AND II

THIS FILLABLE PDF FORM CONSISTS OF FOURTEEN (14) PAGES AND IS AVAILABLE FOR DOWNLOAD AT:

https://www.gsa.gov/forms-library/architect-engineer-qualifications

EXHIBIT C

AGREEMENT BETWEEN CITY OF _____AND _____ FOR CONSULTANT SERVICES FOR _____

(RFP/RLI # _____)

This Agreement ("Agreement") is made and entered by and between the City of _____, Florida, a political subdivision of the State of Florida ("City"), and _____, a _____ corporation ("Consultant") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. **[If applicable]** City has met the requirements of Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, and has selected Consultant to perform the services hereunder.

B. _____

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 **Board** means the City Commission of the City of _____, Florida.

1.2 **Contract Administrator** means the Director of _____, the Assistant Director of _____, or such other person designated by the Director of _____ in writing. The Contract Administrator is the representative of City concerning the Project.

1.3 **Contractor** shall mean the person, firm, corporation, or other entity who enters into an agreement with City to perform the construction work for the Project.

1.4 **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

1.5 **Notice to Proceed** means a written authorization to proceed with the Project, phase, or task, issued by the Contract Administrator.

1.6 **Project** means _____.

1.7 **Purchasing Director** means City's Director of Purchasing or designee.

1.8 **Services** means the work set forth in Exhibit A, Scope of Services, and shall include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services as applicable for the Project, and any Optional Services procured under this Agreement.

1.9 **Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

1.10 **Subconsultant** means an entity or individual providing services to City through Consultant for all or any portion of the work under this Agreement. The term "Subconsultant" shall include all subcontractors.

ARTICLE 2. EXHIBITS

Exhibit A	**Scope of Services**
Exhibit B	**Maximum Billing Rates**
Exhibit B-1	**Reimbursables for Direct Non-Salary Expenses**
Exhibit C	**Minimum Insurance Coverages**
Exhibit D	**Work Authorization Form**
Exhibit __	**CBE Subconsultant Schedule and Letters of Intent**

ARTICLE 3. SCOPE OF SERVICES

3.1 Consultant shall provide all Services as set forth in Exhibit A, including all necessary, incidental, and related activities required for full and complete performance of this Agreement (the "Scope of Services").

3.2 This Agreement does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. During the course of the performance of the Services included in this Agreement, if Consultant determines that work should be performed to complete the Project and, in Consultant's opinion, that work is outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If Consultant proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by City to Consultant to perform the work. Unless there is a dispute as set forth in Section 6.4, any work performed by Consultant outside the originally anticipated level of effort without prior written City approval shall be at no additional cost to City.

3.3 Exhibit A identifies the initial services related to the Project, and additional negotiations may be required for other phases or additional services. City and Consultant may negotiate additional services, compensation, time of performance, and other related matters, including for other phases of the Project. Notwithstanding the foregoing, City shall have the right to terminate negotiations at any time at no cost to City and procure services for other Project phases from any other source.

3.4 City shall assist Consultant by placing at Consultant's disposal all information City has available pertinent to the Project, including previous reports and any other data relative to design or construction of the Project. City shall arrange for access to, and make all provisions for, Consultant to enter upon public and private property as required for Consultant to perform its Services. City shall review any itemized deliverables and documents required to be submitted by

Consultant and respond in writing with any comments within the time set forth in Exhibit A. City shall give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any material defect in the work of the Contractor or other material development that affects the scope or timing of Consultant's Services.

ARTICLE 4. TIME FOR PERFORMANCE; CONTRACTOR DAMAGES

4.1 Consultant shall perform the Services within the time periods specified in Exhibit A. Time periods shall commence from the date of the applicable Notice to Proceed.

4.2 Consultant must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services and any phase of Services under this Agreement. Prior to granting approval for Consultant to proceed to any phase, the Contract Administrator may, at his or her sole option, require Consultant to submit the itemized deliverables and documents identified in Exhibit A for the Contract Administrator's review.

4.3 If the Contract Administrator determines that Consultant is unable to complete Services because of delays resulting from untimely review by City or other governmental agencies having jurisdiction over the Project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, City shall grant a reasonable extension of time for completion of the Services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and whenever a delay has been caused by factors outside of Consultant's control, and to inform the Contract Administrator of all facts and details related to the delay. Consultant must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.

4.4 If (a) Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with City, or (b) if Contractor is granted an extension of time beyond said substantial completion date and Consultant's Services are extended beyond the substantial completion date through no fault of Consultant, then Consultant shall be compensated in accordance with Article 5 for all Services rendered by Consultant beyond the substantial completion date.

4.5 Notwithstanding Section 4.4, if Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with City, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to City its proportional share of any claim for damages to Contractor arising out of the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the Contractor and City are incorporated herein. This section shall not affect the indemnification rights or obligations of either Party otherwise set forth in this Agreement.

4.6 If Services are scheduled to end due to the expiration of this Agreement, at the request of the Contract Administrator, Consultant agrees to continue to provide Services for an extension period, not to exceed three months, upon the same terms and conditions as contained in this

Agreement. Consultant shall be compensated for such Services at the rate in effect when the extension is invoked by City. To exercise an extension authorized by this section, the Purchasing Director shall notify Consultant in writing prior to the end of the term of this Agreement.

ARTICLE 5. COMPENSATION AND METHOD OF PAYMENT

5.1 Amount and Method of Compensation. The amounts set forth in this Article 5 are the total compensation payable to Consultant and constitute a limitation upon City's obligation to compensate Consultant for Services under this Agreement, but do not constitute a limitation of any sort upon Consultant's obligation to perform all Services required under this Agreement.

5.1.1 Maximum Amount Not-To-Exceed Compensation. For Basic Services identified in Exhibit A as payable on a "Maximum Amount Not-To-Exceed" basis, compensation to Consultant shall be based upon the Salary Costs as described in Section 5.2 up to a maximum not-to-exceed amount of $_____.

5.1.2 Lump Sum Compensation. For Basic Services identified in Exhibit A as payable on a "Lump Sum" basis, compensation to Consultant shall be not more than a total lump sum of $_____.

5.1.3 Optional Services. City may procure Optional Services up to a maximum not-to-exceed amount of $_____ pursuant to Article 6. Unused amounts of these Optional Services monies shall be retained by City.

5.1.4 Reimbursable Expenses. City will reimburse authorized Reimbursable Expenses as defined in Section 5.3 up to a maximum not-to-exceed amount of $_____. Unused amounts of those monies shall be retained by City.

5.1.5 Salary Costs. The maximum billing rates payable by City for each of Consultant's employee categories are shown on Exhibit B and are further described in Section 5.2.

5.1.6 Subconsultant Fees. Consultant shall bill Subconsultant fees using the employee categories for Salary Costs on Exhibit B as defined in Section 5.2 and Reimbursable Expenses defined in Section 5.3. Consultant shall bill Subconsultant fees with no mark-up and within any applicable maximum not to exceed amount.

5.1.7 Phased Payments. Payments for Basic Services shall be paid out pursuant to the Project phasing specified in Exhibit A and shall not exceed the amount set forth below for the applicable phase. The invoiced fee amount for each phase shall be subject to retainage as set forth in Section 5.5.

Project Phase	Fee %	Phase Amount
Predesign Services/Programming Phase	___%	$_____
Phase I: Schematic Design	___%	$_____
Phase II: Design Development	___%	$_____
Phase III: Construction Documents	___%	$_____
Phase IV: GMP Negotiations	___%	$_____

Project Phase	Fee %	Phase Amount
Phase V: Administration of the Construction Contract	___%	$_____
Phase VI: Warranty Administration and Post-Occupancy Services	___%	$_____
Total Basic Services Fee	**100%**	**$_____**

5.2 Salary Costs. The term Salary Costs as used herein shall mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier that consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating margin. Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead rates shall be Consultant's most recent and actual rates determined in accordance with Federal Acquisition Regulation ("FAR") guidelines and audited by an independent Certified Public Accountant. For the purposes of this Agreement, the rates must be audited for fiscal periods of Consultant within eighteen (18) months preceding the execution date of this Agreement. These rates shall remain in effect for the term of this Agreement except as provided for in this Section 5.2 inclusive of the subsections below.

5.2.1 Consultant shall require all of its Subconsultants to comply with the requirements of Section 5.2.

5.2.2 Salary Costs for Consultant and Subconsultants as shown in Exhibit B are the Maximum Billing Rates, which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit B for Consultant or any Subconsultant, Consultant shall reimburse City based upon the actual costs determined by the audit. City may withhold the amount Consultant is required to reimburse City from any payment due Consultant.

5.2.3 Unless otherwise noted, the Salary Costs stated above are based upon Consultant's "home office" rates. Should it become appropriate during the course of this Agreement that a "field office" rate be applied, then it is incumbent upon Consultant to submit a supplemental Exhibit B reflective of such rates for approval by Contract Administrator and, upon such City approval, invoice City accordingly.

5.2.4 The total hours payable by City for any "exempt" or "nonexempt" personnel shall not exceed forty (40) hours per employee in any week. If the work requires Consultant's or Subconsultant's personnel to work in excess of forty (40) hours per week, any additional hours must be authorized in advance, in writing, by the Contract Administrator. If approved, Salary Costs for additional hours of service provided by nonexempt (hourly) employees or exempt (salaried) employees shall be invoiced at no more than one and one-half of the employee's hourly rate and in a manner consistent with Consultant's or Subconsultant's applicable certified FAR audit and all other provisions of Section 5.2. If a "Safe Harbor" rate is elected for use by Consultant or Subconsultant, then the additional hours are payable at no more than the employee's regular rate.

5.2.5 Consultant and any of its Subconsultants may alternatively use a "Safe Harbor" combined fringe benefit and overhead rate of 110% in lieu of providing fringe benefit and

overhead cost factors certified by an independent Certified Public Accountant in accordance with the FAR guidelines. The Safe Harbor rate, once elected, shall remain in place for the entire term of this Agreement, and be applicable for use as "home" and "field" fringe benefit and overhead rates, if applicable, and shall not be subject to audit under this Agreement. All other provisions of Section 5.2 remain in place.

5.3 Reimbursable Expenses. For reimbursement of any travel costs, travel-related expenses, or other direct nonsalary expenses directly attributable to this Project permitted under this Agreement, Consultant agrees to adhere to Section 112.061, Florida Statutes, except to the extent otherwise stated herein. City shall not be liable for any such expenses that have not been approved in writing in advance by the Contract Administrator. Reimbursable Subconsultant expenses must also comply with the requirements of this section.

5.4 Method of Billing.

5.4.1 For Maximum Amount Not-To-Exceed Compensation under Section 5.1.1. Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursable Expenses attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursable Expenses by category and identify the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursable Expenses, a copy of said approval shall accompany the billing for such reimbursable. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of Salary Costs and Reimbursable Expenses with accrual of the total and credits for portions paid previously. External Reimbursable Expenses and Subconsultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by Consultant is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Consultant's cost accounting forms with a summary of charges by category. When requested, Consultant shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursable Expenses by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

5.4.2 For Lump Sum Compensation under Section 5.1.2. Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to said phase. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, Consultant shall

provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

5.5 Method of Payment.

5.5.1 City shall pay Consultant within thirty (30) days after receipt of Consultant's proper invoice, minus any applicable retainage or other deductions permitted by this Agreement.

5.5.2 Unless otherwise provided in this section, retainage in the amount of ten percent (10%) of each invoice shall be retained by City until satisfactory completion of the applicable phase. When the Services to be performed on all phases of the Project are fifty percent (50%) complete, upon written request by Consultant and written approval by the Contract Administrator that the Project is progressing in a satisfactory manner, the Contract Administrator, in his or her sole discretion, may authorize the reduction of retainage to five percent (5%) of each invoice for subsequent payments. No amount shall be withheld from payments for Reimbursable Expenses or for Services performed during the construction phase.

5.5.3 Upon Consultant's completion of each phase to the satisfaction of the Contract Administrator, City shall remit to Consultant any amounts withheld as retainage for that phase. Final payment for the Project must be approved by the Purchasing Director.

5.5.4 Payment will be made to Consultant at the following address: _____.

5.6 Fiscal Year; Surtax Funding. The continuation of this Agreement beyond the end of any City fiscal year is subject to both the appropriation and the availability of transportation surtax funds in accordance with Chapter 129, Florida Statutes. The Parties agree and acknowledge that all funding provided to Consultant under this Agreement shall be funded exclusively from and subject to the availability of funding received from Broward County from proceeds of the transportation surtax levied pursuant to Section 212.055(1), Florida Statutes, and not from City's or Broward County's general revenue or any other source. Consultant agrees and stipulates that the funding provided under this Agreement shall be utilized only for the purposes permitted under Section 212.055(1), Florida Statutes.

5.7 Consultant shall pay Subconsultants and suppliers providing Services under this Agreement within fifteen (15) days following receipt of payment from City for such subcontracted work or supplies. If Consultant withholds an amount as retainage from a Subconsultant or supplier, Consultant shall release such retainage and pay same within fifteen (15) days following receipt of payment of retained amounts from City. The Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until Consultant demonstrates timely payments of sums due to all Subconsultants and suppliers. Consultant shall include requirements substantially similar to those set forth in this section in its contracts with Subconsultants and suppliers.

[DELETE IF NOT APPLICABLE]

5.8 Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Consultant is a foreign person or entity that is required to complete Internal Revenue Service ("IRS") Form W-8ECI, Consultant shall provide City a copy of Consultant's current Form W-8ECI prior to issuance of any invoice or payment under this Agreement. If Consultant fails to timely provide a completed, current Form W-8ECI, City will withhold all backup withholding taxes from the amounts due Consultant, remit such sums to the IRS, and pay Consultant only the remainder. City makes no representation regarding the tax treatment of amounts due to Consultant, and Consultant releases and holds City harmless from any claims or damages in any way relating to or arising from any tax withholding by City pursuant to this section.

ARTICLE 6. OPTIONAL AND ADDITIONAL SERVICES; CHANGES IN SCOPE OF SERVICES

6.1 City or Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Unless otherwise expressly permitted herein, such changes must be made in accordance with the provisions of the City's procurement code and policies and must be contained in a written amendment, executed by the Parties hereto, with the same formality and of equal dignity herewith.

6.2 To the extent any goods or services under this Agreement, or the quantity thereof, are identified as optional ("Optional Services"), City may select the type, amount, and timing of such goods or services pursuant to a work authorization ("Work Authorization") in substantially the form attached as Exhibit __ executed by Consultant and City pursuant to this section. No such selection, when combined with those goods or services required under this Agreement, may result in a payment obligation exceeding the applicable maximum amount stated in Article 5. A Work Authorization for Optional Services shall specify the method of compensation applicable to that Work Authorization and the required completion date for those additional services.

6.3 Notwithstanding anything to the contrary in this Agreement, Work Authorizations for Optional Services shall be executed on behalf of City as follows: (a) the Contract Administrator may execute Work Authorizations for which the total cost to City in the aggregate is less than $50,000.00; (b) the Purchasing Director may execute Work Authorizations for which the total cost to City in the aggregate is within the Purchasing Director's delegated authority; and (c) any Work Authorization above the Purchasing Director's delegated authority requires express approval by the Board. Subsequent to the full execution of any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. Consultant shall not commence work on any Work Authorization until after receipt of a purchase order and Notice to Proceed.

6.4 If a dispute between the Contract Administrator and Consultant arises over whether any work requested by City is within the scope of contracted Services and such dispute cannot be resolved by the Contract Administrator and Consultant, such dispute shall be promptly presented to the City Manager or his or her designee for resolution, whose decision shall be in writing and

shall be final and binding on the Parties. During the pendency of any dispute, Consultant shall promptly perform the disputed work.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1 Representation of Authority. Consultant represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Consultant, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Consultant has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Consultant. Consultant further represents and warrants that execution of this Agreement is within Consultant's legal powers, and each individual executing this Agreement on behalf of Consultant is duly authorized by all necessary and appropriate action to do so on behalf of Consultant and does so with full legal authority.

7.2 Claims Against Consultant. Consultant represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental, or other board or official, pending or, to the knowledge of Consultant, threatened against or affecting Consultant, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Consultant to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Consultant or on the ability of Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

7.3 Solicitation Representations. Consultant represents and warrants that all statements and representations made in Consultant's proposal, bid, or other supporting documents submitted to City in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Consultant executes this Agreement, unless otherwise expressly disclosed in writing by Consultant.

7.4 Contingency Fee. Consultant represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

7.5 Truth-In-Negotiation Representation. Consultant's compensation under this Agreement is based upon its representations to City, and Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

7.6 Public Entity Crime Act. Consultant represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and

represents that its entry into this Agreement will not violate that Act. Consultant further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Consultant has been placed on the convicted vendor list.

7.7 Discriminatory Vendor and Scrutinized Companies Lists. Consultant represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Section 215.473, Florida Statutes. Consultant represents and certifies that it is not ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes.

7.8 Warranty of Performance. Consultant represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide Services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Consultant represents and warrants that the Services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

7.9 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, Consultant certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this Agreement. The contract language referenced in Section 16½-157 is deemed incorporated in this Agreement as though fully set forth in this section.

7.10 Breach of Representations. In entering into this Agreement, Consultant acknowledges that City is materially relying on the representations, warranties, and certifications of Consultant stated in this article. City shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation, warranty, or certification is false, City shall have the right, at its sole discretion, to terminate this Agreement without any further liability to Consultant, to deduct from the compensation due Consultant under this Agreement the full amount of any value paid in violation of a representation or warranty, and to recover all sums paid to Consultant under this Agreement. Furthermore, a false representation may result in debarment from City's procurement activities.

ARTICLE 8. TERMINATION

8.1 Termination. This Agreement or any Work Authorization issued under this Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by City, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement or any Work Authorization was entered into on behalf of

City by someone other than the Board, termination by City may be by action of the City Manager or the City representative (including his or her successor) who entered in this Agreement on behalf of City. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances if the City Manager determines that termination is necessary to protect the public health, safety, or welfare. If City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause was provided and Consultant shall be eligible for the compensation provided in Section 8.4 as its sole remedy.

8.2 This Agreement may be terminated for cause by City for reasons including, but not limited to, any of the following:

8.2.1 Consultant's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, or repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices;

8.2.2 By the Contract Administrator for any fraud, misrepresentation, or material misstatement by Consultant in the award or performance of this Agreement or that otherwise violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or

8.2.3 By the Contract Administrator upon the disqualification of Consultant as a CBE or SBE if Consultant's status as a CBE or SBE was a factor in the award of this Agreement and such status was misrepresented by Consultant, or upon the disqualification of one or more of Consultant's CBE or SBE participants if any such participant's status as a CBE or SBE firm was a factor in the award of this Agreement and such status was misrepresented by Consultant during the procurement or the performance of this Agreement.

8.3 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the City Manager to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

8.4 If this Agreement or a Work Authorization issued under this Agreement is terminated for convenience, Consultant shall be paid for any Services properly performed under this Agreement or Work Authorization through the termination date specified in the written notice of termination, subject to any right of City to retain any sums otherwise due and payable. Consultant acknowledges that it has received good, valuable, and sufficient consideration for City's right to terminate this Agreement for convenience in the form of City's obligation to provide advance notice to Consultant of such termination in accordance with Section 8.1.

8.5 If this Agreement or a Work Authorization is terminated, for any reason, any amounts due Consultant shall be withheld by City until Consultant has provided all documents required to be provided to City. In addition to any right of termination stated in this Agreement, City shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.

ARTICLE 9. INSURANCE

9.1 For the duration of the Agreement, Consultant shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit __ in accordance with the terms and conditions of this article. Consultant shall maintain insurance coverage against claims relating to any act or omission by Consultant, its agents, representatives, employees, or Subconsultants in connection with this Agreement. City reserves the right at any time to review and adjust the limits and types of coverage required under this article.

9.2 Consultant shall ensure that "City of _____" and "Broward County" are both listed and endorsed as additional insureds on all policies required under this article.

9.3 On or before the date this Agreement is fully executed or at least fifteen (15) days prior to commencement of Services, Consultant shall provide City with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by City, Consultant shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after City's request.

9.4 Consultant shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by Consultant has been completed, as determined by Contract Administrator. Consultant or its insurer shall provide notice to City of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide City with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Consultant shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

9.5 Consultant shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by City's Risk Management Division.

9.6 If Consultant maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit __, City shall be entitled to any such broader coverage and higher limits maintained by Consultant. All required insurance coverages under this article shall provide primary coverage and shall not require contribution from any City insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Consultant.

9.7 Consultant shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit __ and submit to City for approval at least fifteen (15) days prior to the date this Agreement is fully executed or commencement of Services. Consultant shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against City. City may, at any time, require Consultant to purchase coverage with a lower

retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Consultant agrees that any deductible or self-insured retention may be satisfied by either the named insured or City, if so elected by City, and Consultant agrees to obtain same in endorsements to the required policies.

9.8 Unless prohibited by the applicable policy, Consultant waives any right to subrogation that any of Consultant's insurer may acquire against City and agrees to obtain same in an endorsement of Consultant's insurance policies.

9.9 Consultant shall require that each Subconsultant maintains insurance coverage that adequately covers the Services provided by that Subconsultant on substantially the same insurance terms and conditions required of Consultant under this article. Consultant shall ensure that all such Subconsultants comply with these requirements and that "City of _____" and "Broward County" are both named as additional insureds under the Subconsultants' applicable insurance policies.

9.10 If Consultant or any Subconsultant fails to maintain the insurance required by this Agreement, City may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Consultant. Consultant shall not permit any Subconsultant to provide Services under this Agreement unless and until the requirements of this article are satisfied. If requested by City, Consultant shall provide, within one (1) business day, evidence of each Subconsultant's compliance with this section

9.11 If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the date this Agreement is fully executed; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit __, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the date this Agreement is fully executed, Consultant must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit __.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1 No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Consultant shall include the foregoing or similar language in its contracts with any Subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2 Consultant shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Consultant to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit City to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

10.3 Consultant will meet the required CBE goal by utilizing the CBE firms listed in Exhibit __ (or a CBE firm substituted for a listed firm, if permitted) for ____ percent (__%) of total Services under this Agreement (the "Commitment").

[USE FOLLOWING INSTEAD IF A SBE RESERVE PROJECT AND MODIFY REMAINDER OF ARTICLE 10 ACCORDINGLY] The Parties acknowledge that this procurement has been reserved solely for performance by an SBE firm; therefore the SBE goal is one hundred percent (100%) of total Services under this Agreement (the "Commitment"). Consultant is an SBE firm and agrees that it will meet the Commitment by Consultant performing the Services without subcontracting, or by Consultant performing at least fifty percent (50%) of the Services and subcontracting the remainder to SBE firms listed in Exhibit ___ (including as may be substituted or approved in accordance with this Agreement).

10.4 In performing the Services, Consultant shall utilize the CBE firms listed in Exhibit __ for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by City, Consultant shall enter into formal contracts with the CBE firms listed in Exhibit __ and, upon request, shall provide copies of the contracts to the Contract Administrator and the Director of the Broward County Office of Economic and Small Business Development ("OESBD").

10.5 Each CBE firm utilized by Consultant to meet the CBE goal must be certified by OESBD. Consultant shall inform City immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, Consultant shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required in the event the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event Consultant shall notify OESBD, and OESBD may adjust the CBE goal by written notice to Consultant. Consultant shall not terminate a CBE firm for convenience without OESBD's prior written consent, which consent shall not be unreasonably withheld.

10.6 The Parties stipulate that if Consultant fails to meet the Commitment, the damages to City arising from such failure are not readily ascertainable at the time of contracting. If Consultant fails to meet the Commitment and Broward County determines, in the sole discretion of the OESBD Program Director, that Consultant failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Consultant shall pay City liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Consultant failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by City, such liquidated damages amount shall be either credited against any amounts due from City, or must be paid to City within thirty (30) days after written demand. These liquidated damages shall be City's sole contractual remedy for Consultant's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Any failure to meet

the Commitment attributable solely to force majeure, changes to the scope of work by City, or inability to substitute a CBE Subconsultant where the OESBD Program Director has determined that such inability is due to no fault of Consultant, shall not be deemed a failure by Consultant to meet the Commitment.

10.7 Consultant acknowledges that OESBD may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Consultant and shall include a deadline for Consultant to notify City in writing if Consultant concludes that the modification exceeds the authority under this section. Failure of Consultant to timely notify City of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Consultant.

10.8 OESBD may modify the required participation of CBE firms under this Agreement in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases the initial Agreement price by ten percent (10%) or more. Consultant shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.

10.9 Consultant shall provide written monthly reports to the Contract Administrator and to the Director of OESBD attesting to Consultant's compliance with the CBE goal stated in this article. In addition, Consultant shall allow City and OESBD to engage in onsite reviews to monitor Consultant's progress in achieving and maintaining Consultant's contractual and CBE obligations. The Contract Administrator or OESBD shall perform such review and monitoring.

10.10 The presence of a "pay when paid" provision in a Consultant's contract with a CBE firm shall not preclude City or its representatives from inquiring into allegations of nonpayment or exercising any right stated in Section 5.7.

ARTICLE 11. MISCELLANEOUS

11.1 Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Consultant to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the City's codes or policies, the Contract Administrator may exercise any ministerial authority under this Agreement in connection with the day-to-day management of this Agreement provided that such instructions and determinations do not change the Scope of Services. The Contract Administrator may designate one or more City employees with authority pertaining to day-to-day Project management or activities. Consultant shall notify Contract Administrator in writing of Consultant's representative(s) to whom matters involving the Project shall be addressed.

11.2 Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created by Consultant in connection with performing Services shall be owned by City, and Consultant hereby transfers to City all right, title, and interest, including any

copyright or other intellectual property rights, in or to the work. Upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Consultant, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to Consultant may be withheld until all documents are received as provided in this Agreement. Consultant shall ensure that the requirements of this section are included in all agreements with its Subconsultant(s).

11.3 Ownership of Documents. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Consultant in connection with this Agreement shall be the property of City, whether the Project for which they are made is completed or not, and shall be delivered by Consultant to Contract Administrator within fifteen (15) days after the receipt of the written notice of termination. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

11.4 Public Records. To the extent Consultant is acting on behalf of City as stated in Section 119.0701, Florida Statutes, Consultant shall:

11.4.1 Keep and maintain public records required by City to perform the services under this Agreement;

11.4.2 Upon request from City, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

11.4.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to City; and

11.4.4 Upon completion or termination of this Agreement, transfer to City, at no cost, all public records in possession of Consultant or keep and maintain public records required by City to perform the services. If Consultant transfers the records to City, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request in a format that is compatible with the information technology systems of City.

A request for public records regarding this Agreement must be made directly to City, who will be responsible for responding to any such public records requests. Consultant will provide any requested records to City to enable City to respond to the public records request.

Any material submitted to City that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119,

Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Consultant must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If that a third party submits a request to City for records designated by Consultant as Trade Secret Materials, City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Consultant. Consultant shall indemnify and defend City and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) _____, ____@_____, _____, FLORIDA 33301.

11.5 Audit Rights and Retention of Records. Consultant shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to inspection and subject to audit and reproduction during normal business hours. Audits and inspections pursuant to this section may be performed by any City representative or Broward County representative (including any outside representative engaged by either). City or Broward County may conduct audits or inspections at any time during the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement (or longer if required by law). City or Broward County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Consultant's employees, Subconsultants, vendors, or other labor.

Contract Records include any and all information, materials and data of every kind and character, including, without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under this Agreement. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Agreement, whether by Consultant or Subconsultants.

City and Broward County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County. Consultant hereby grants City and Broward County the right to conduct such audit or review at Consultant's place of business, if deemed appropriate by City or Broward County, with seventy-two (72) hours'

advance notice. Consultant agrees to provide adequate and appropriate work space. Consultant shall provide reasonable access to Consultant's facilities, and City and Broward County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Consultant shall, by written contract, require its Subconsultants to agree to the requirements and obligations of this section.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to City of any nature by Consultant or its Subconsultants in excess of five percent (5%) of the total contract billings reviewed by City or Broward County, the reasonable actual cost of the audit shall be reimbursed to City or Broward County (as applicable) by Consultant in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of audit findings to Consultant.

11.6 Subconsultants. Consultant shall utilize only the Subconsultants identified in Exhibit __, Schedule of Subconsultants, to provide the Services for this Project. Consultant shall obtain written approval of Contract Administrator prior to changing or modifying the Schedule of Subconsultants, which shall be automatically updated upon such written approval. Consultant shall bind in writing each and every approved Subconsultant to the terms stated in this Agreement, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 9 on Consultant's Subconsultants.

11.7 Assignment. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the non-assigning Party to immediately terminate this Agreement, in addition to any other remedies available to the non-assigning Party at law or in equity.

11.8 Indemnification of City. Consultant shall indemnify and hold harmless City and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and City Attorney, any sums due Consultant under this Agreement may be retained by City until all of City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

11.9 Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or

understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

11.10 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11.11 Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR CITY:
City _____
Attn: _____
_____
_____, Florida 33___
Email address: _____

FOR CONSULTANT:
_____
_____
_____
Email address: _____

11.12 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

11.13 Consultant's Staff. Consultant will provide the key staff identified in its proposal for Project as long as said key staff are in Consultant's employment. Consultant will obtain prior written approval of Contract Administrator to change key staff. Consultant shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications. If Contract Administrator desires to request removal of any of Consultant's staff, Contract Administrator shall first meet with Consultant and provide reasonable justification for said

removal; upon such reasonable justification, Consultant shall use good faith efforts to remove or reassign the staff at issue.

11.14 Drug-Free Workplace. To the extent required under Section 21.31(a)(2), Broward County Administrative Code, or Section 287.087, Florida Statutes, Consultant certifies that it has a drug-free workplace program and that it will maintain such drug-free workplace program for the duration of this Agreement.

11.15 Independent Contractor. Consultant is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services under this Agreement, neither Consultant nor its agents shall act as officers, employees, or agents of City, except as authorized by the Contract Administrator for permitting, licensing, or other regulatory requirements. Consultant shall not have the right to bind City to any obligation not expressly undertaken by City under this Agreement.

11.16 Regulatory Capacity. Notwithstanding the fact that City is a political subdivision with certain regulatory authority, City's performance under this Agreement is as a Party to this Agreement and in the capacity as owner of the Project. If City exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to City's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to City as a Party to this Agreement.

11.17 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by City nor shall anything included herein be construed as consent by City to be sued by third parties in any matter arising out of this Agreement. City is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

11.18 Third-Party Beneficiaries. Except for Broward County to the extent expressly identified herein, neither Consultant nor City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that, other than Broward County, there are no third-party beneficiaries to this Agreement and that no third party other than Broward County shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.19 Conflicts. Neither Consultant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of Consultant's officers or employees shall serve as an expert witness against City or Broward County in any legal or administrative proceeding in which he, she, or Consultant is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion that is adverse or prejudicial to the interests of City or Broward County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude

Consultant or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Consultant is permitted pursuant to this Agreement to utilize Subconsultants to perform any Services required by this Agreement, Consultant shall require such Subconsultants, by written contract, to comply with the provisions of this section to the same extent as Consultant.

11.20 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the waiving Party.

11.21 Compliance with Laws. Consultant and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.22 Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.23 Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

11.24 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect. **[TAILOR IF NECESSARY]**

11.25 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY**

TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

11.26 Reuse of Project. City may, at its option, reuse (in whole or in part) the resulting end-product or deliverables resulting from Consultant's Services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in Exhibit A); and Consultant agrees to such reuse in accordance with this provision. If the Contract Administrator elects to reuse the services, drawings, specifications, and other documents, in whole or in part, prepared for this Project for other projects on other sites, Consultant will be paid a reuse fee to be negotiated between Consultant and City, subject to approval by the proper awarding authority. Each reuse shall include all Basic Services and modifications to the drawings, specifications, and other documents normally required to adapt the design documents to a new site. This reuse may include preparation of reverse plans, changes to the program, provision for exceptional site conditions, preparation of documents for off-site improvements, provisions for revised solar orientation, provisions for revised vehicular and pedestrian access, and modifications to building elevations, ornament, or other aesthetic features. In all reuse assignments, the design documents shall be revised to comply with building codes and other jurisdictional requirements current at the time of reuse for the new site location. The terms and conditions of this Agreement shall remain in force for each reuse project, unless otherwise agreed by the Parties in writing.

11.27 Payable Interest.

11.27.1 Payment of Interest. City shall not be liable to pay any interest to Consultant for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Consultant waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

11.27.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by City under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.28 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.29 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[DELETE IF NOT A "COVERED CONTRACT" AT TIME OF CONTRACT AWARD]

11.30 Workforce Investment Program. This Agreement constitutes a "Covered Contract" under the Broward Workforce Investment Program, Section 19.211, Broward County Administrative Code ("Workforce Investment Program"). Consultant affirms it is aware of the requirements of the Workforce Investment Program and agrees to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth the Workforce Investment Program, including by (a) publicly advertising exclusively with CareerSource Broward for at least five (5) business days any vacancies that are the direct result of this Agreement (whether those vacancies are with Consultant or its Subconsultants) and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement. Until at least one year after the conclusion of this Agreement, Consultant shall maintain and make available to Broward County upon request all records documenting Consultant's compliance with the requirements of the Workforce Investment Program, and shall submit the required Workforce Investment Reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this Agreement. Failure to demonstrate good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal shall constitute a material breach of this Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: CITY of _____, through its City Commission, signing by and through its Mayor or Vice-Mayor authorized to execute same by City Commission action on the _____ day of _____, 20____, and **CONSULTANT**, signing by and through its _____, duly authorized to execute same.

CITY

ATTEST:

_____
CITY CLERK

By: _____
CITY MAYOR

_____
Print Name

_____ day of _____, 20___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

_____
City Attorney

AGREEMENT BETWEEN CITY OF _____AND _____ FOR CONSULTANT SERVICES FOR _____

(RFP/RLI # _____)

FOR INDIVIDUAL:

Consultant

WITNESSES:

_____ By_____
Signature

_____ _____
Print/Type Name (Please Type Name)

_____ ___ day of _____, 20___.
Signature

_____
Print/Type Name

FOR CORPORATION:

Consultant

_____
ATTEST: (Typed Name of Consultant/Firm)

_____ By_____
Secretary President/Vice President

_____ _____
(Typed Name of Secretary) (Typed Name and Title)

CORPORATE SEAL ___ day of _____, 20___.

EXHIBIT A
Scope of Services

EXHIBIT B
MAXIMUM BILLING RATES

Project No: Project Number
Project Title: Project Title
Consultant/
Subconsultant Name:

TITLE	MAXIMUM HOURLY RATE ($/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE ($/HR)
[Insert staff titles]	$0.00				$0.00
	$0.00				$0.00
	$0.00				$0.00
	$0.00				$0.00
	$0.00				$0.00
	$0.00				$0.00
	$0.00				$0.00

Multiplier of X.XX is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (X.XX)%

FRINGE = HOURLY RATE X FRINGE (X.XX) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (X.XX)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

Add if applicable:
Notes:
Consultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

AMENDED EXHIBIT B
MAXIMUM BILLING RATES

Project No: Project Number
Project Title: Project Title
Consultant/ Subconsultant: Name

TITLE	ORIGINAL MAXIMUM HOURLY RATE ($/HR)	AMENDED MAXIMUM HOURLY RATE (X% Increase) ($/HR)	x	MULTIPLIER	=	AMENDED MAXIMUM BILLING RATE ($/HR)
	$0.00	$0.00				$0.00
	$0.00	$0.00				$0.00
	$0.00	$0.00				$0.00
	$0.00	$0.00				$0.00
	$0.00	$0.00				$0.00
	$0.00	$0.00				$0.00
	$0.00	$0.00				$0.00
	$0.00	$0.00				$0.00
	$0.00	$0.00				$0.00

Multiplier of X.XX is calculated as follows:
OVERHEAD = HOURLY RATE X OVERHEAD (X.XX)%
FRINGE = HOURLY RATE X FRINGE (X.XX) %
OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (X.XX)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

Add if applicable:
Notes:
Consultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

Consultant

_____
Name/Title

Date:_____

County

_____
Contract Administrator

Date:_____

EXHIBIT B-1
REIMBURSABLES FOR DIRECT NON-SALARY EXPENSES

Reimbursable	Maximum Reimbursable
Total Maximum Reimbursables:	

EXHIBIT C
Minimum Insurance Requirements

EXHIBIT D

WORK AUTHORIZATION FOR AGREEMENT _____

Contract Number: _____

Work Authorization No. _____

This Work Authorization is between City of _____ and _____ ("Consultant") pursuant to the Agreement, executed on _____. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

Services to be provided: [DESCRIBE IN DETAIL]

[Simple summary]

See Exhibit A for additional detail.

Agreement at issue is __ Lump Sum/ __Not-to-Exceed in the amount: $_____

The time period for this Work Authorization will be from the date of complete execution until ____ (___) days after Notice to Proceed for the Services to be provided under this Work Authorization, unless otherwise extended or terminated by the Contract Administrator.

Fee Determination: Payment for services under this Work Authorization is as follows:

Services	$_____
General Services	$_____
Goods or Equipment	$_____
Total Cost of this Work Authorization	$_____

The foregoing amounts shall be invoiced by Consultant upon written acceptance by City of all goods and services provided under this Work Authorization.

County

_____
Contract Administrator Date

_____ _____
Project Manager Date City Commission or Designee Date

Consultant

_____
Signed Date

_____ _____
Attest Typed Name

_____
Title

CITY COMMISSION
STAFF REPORT

DEPARTMENT: Finance

DATE: April 9, 2024

SUBJECT: Discussion and possible action on Updating the Investment Policy, Changing the Bank Operating Account and Transferring funds to institutions providing higher rates of return. - **Finance**

CITY MANAGER RECOMMENDATION:
The City Manager requests the Commission's approval to direct the City's CFO to update the City's investment policy, change the City's operating account bank, and transfer funds to institutions providing the highest rates of return.

BACKGROUND OF ITEM:
1. The City is not adhering to its Investment Policy approved by the Commission in 2018.
2. The Portfolio Composition, maturity dates, and issuer limits need updating.
3. The City has invested funds with banks that are producing low rates of return.
4. The bank that the City uses for its operation account is not providing the City with interest on funds held more than funds needed to cover the monthly analysis fee.

ANALYSIS:
The recommended changes aim to ensure that the City safeguards its assets and is provided the maximum rate of return on its funds invested.

FISCAL IMPACT:
It is estimated that by updating the City's Portfolio options, transferring deposits to banks providing higher rates of return, and changing the bank for our operating account, interest earned should add $700,000-$1,000,000 to the City's general fund reserves.

ATTACHMENTS:
1. Updated Investment Policy
2. Current Investment Policy
3. Investment PowerPoint Presentation

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*FINANCIAL IMPACT: ...	03/28/24 10:49 AM
Willams, Irwin	Assigned to Finance Director	COMPLETE: Forward t...	03/28/24 10:50 AM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward t...	04/01/24 12:40 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward t...	04/02/24 03:04 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End ...	04/03/24 08:21 AM
Allen, Tedra	END WORKFLOW - APPROVED		04/03/24 09:12 AM

Investment Policy

City of Cooper City, Florida

Draft – March 25, 2024

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Investment Policy

City of Cooper City, Florida

I. PURPOSE

The purpose of this investment policy (hereinafter "Policy") is to set forth the investment objectives and parameters for the management of public funds of City of Cooper City, Florida (hereinafter "City"). This Policy is intended to provide the Director of Finance or Investment Manager sufficient latitude to effectively manage the City's financial assets so as to protect the City's principal investment, provide sufficient liquidity for operational needs and maximize the return on investments within an acceptable exposure to risk. In addition, this Policy is designed to safeguard the City's funds, ensure the availability of operating and capital funds when needed, and provide for an investment return competitive with comparable funds and financial market indices. In an effort to accomplish the aforementioned, this Policy identifies various portfolio parameters addressing investment instruments, issuer diversification, maturity constraints, investment ratings, and liquidity.

II. SCOPE

~~III.~~ In accordance with Section 218.415, Florida Statutes, this Policy applies to all cash and investments held or controlled by the City and shall be identified as "general operating funds" of the City with the exception of funds needed to meet current expenses, the City's Pension, Other Post Employment Benefit Funds (OPEB), Deferred Compensation & Section 401(a) Plans, and funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds. Additionally, any future revenues, which have statutory investment requirements conflicting with this Investment Policy and funds held by state agencies (e.g., Department of Revenue), are not subject to the provisions of this Policy. The general operating funds, which are characterized as: funds in excess of those needed for the purpose of meeting operational and reserve expenses, are governed by this Policy.

I~~n accordance with Section 218.415, Florida Statutes, this Policy applies to all funds held or controlled by the City in excess of those required to meet current expenses. "Current expenses" means known cash needs and anticipated cash flow requirements for the short term. "Short Term" means a maximum of six (6) months of operation.~~

~~This Policy does not apply to the City's funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds. Additionally, this Policy does not apply to funds not under investment control of the City, such as, the Police, Firefighters, Managerial and the General Employee's Pension Funds.~~

~~Cash and investment balances in excess of those required to meet current expenses for the short term are referenced in this Policy as "Available Funds".~~

~~IV.~~III. INVESTMENT OBJECTIVES

Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. Each investment transaction shall be entered into with every effort to prevent capital losses, whether they are from securities defaults, theft, or the impact of adverse market conditions. The City's objective is to maintain sufficient liquidity to enable the City to meet operating requirements, which might be reasonably anticipated. It is the intent of this Policy, and it shall be so construed not withstanding anything to the contrary, to place the highest priority on the safety of principal and liquidity of funds. The optimization of investment returns shall be secondary to the safety of principal and liquidity of funds. The City will strive to maximize the return on the portfolio (subject to the objectives of preserving the safety of capital and liquidity of funds) and will avoid assuming unreasonable investment risk. The City will employ mechanisms to reduce risks by diversifying its investments between specific security types and individual financial institutions. Funds of the City will be invested in accordance with Florida law, City of Cooper City's local law, this Policy, and written administrative procedures.

A. Safety of Principal

The first of the two foremost objectives of this investment program is the safety of the principal of those funds within the portfolios. Investment transactions shall seek to keep capital losses at a minimum, whether they are from securities defaults or erosion of market value. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolios.

B. Maintenance of Liquidity ~~The second of the two foremost objectives of this investment program is maintenance of liquidity.~~

` The portfolios shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements. Periodic cash flow analyses will be completed in order to ensure that the portfolios are positioned to provide sufficient liquidity.

C. Return on Investment

Portfolios shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. The portfolios will be managed using a total return strategy (which includes both realized and unrealized gains and losses in the portfolio). ~~However, return is attempted through active management where the Investment Manager utilizes a total return strategy (which includes both realized and unrealized gains and losses in the portfolios).~~ This total return strategy seeks to increase the value of the portfolio through reinvestment of income and capital gains. The core of investments shall be focused on being limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. An Investment Manager may trade to recognize a loss from time to time to achieve a perceived relative

value based on the trade's potential to enhance the total return of the portfolios.

~~V.~~IV. DELEGATION OF AUTHORITY

The responsibility for providing oversight in regards to the management of the investment program resides with the Director of Finance, who shall be the City investment official, and who from time to time shall report to the City Manager. The day to day management responsibility for all City funds in the long-term core investment program and investment transactions may be delegated to the City's Investment Manager, who has been afforded discretionary authority in executing investment transactions, in accordance with the terms of this Policy. Any such delegation shall be approved by Resolution of the City Commission. However, in no way shall any such delegation of authority diminish the responsibility of the Director of Finance to provide oversight for the City's investment program and report any deviations from the provisions of the Policy to the City Manager. The City's Director of Finance will further be responsible for the transferring of appropriate funds to affect investment transactions as recommended by the City's Investment Manager or for the long-term core investment program. In employing an Investment Manager to manage the City's investment long-term portfolio, such Investment Manager or firm must be registered under the Investment Advisors Act of 1940.

No person may engage in an investment transaction of Available Funds (to which this Policy applies) except as provided under the terms of this Policy and the procedures so established, except in the extraordinary circumstances where specifically requested in writing by the Director of Finance (which shall detail the extraordinary circumstances) and where authorized in writing in advance by the City Manager after the written recommendation of the Investment Manager. Positions authorized as investment signatories for the City of Cooper City are the Mayor, City Manager, and Director of Finance. The Director of Finance, Assistant Finance Director, and Accountant are authorized to initiate or approve a wire transfer transaction in accordance with applicable policies and procedures.

~~VI.~~V. STANDARDS OF PRUDENCE

The standard of prudence to be used by the City shall be the "Prudent Person" standard and shall be applied in the context of managing the overall investment program. The City investment official acting in accordance with written procedures and this Investment Policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectation are reported to the City Manager in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this Policy. The "Prudent Person" rule states the following:

"Investments should be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from

the investment. " 218.415(4) F.S.

Any firm or any person who is not a City officer, official, or employee that is retained to invest, monitor, or advise concerning the investment of Available Funds under this Policy (herein, the "Investment Manager") shall exercise the higher standard of prudence known as the "Prudent Expert", or such increased degree of care and prudence as may be otherwise set forth in the retention agreement. The "Prudent Expert" standard shall be that in investing and reinvesting moneys and in acquiring, retaining, managing, and disposing of investments of these funds, the contractor shall exercise: the judgment, care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, discretion, and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds, so as to minimize the risk, considering the probable income as well as the probable safety of their capital.

The "Prudent Person" rule will be applied in the context of managing the overall portfolio. The Director of Finance, acting in accordance with the written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported immediately and that appropriate action is taken to control adverse developments.

~~VII.~~VI. ETHICS AND CONFLICTS OF INTEREST

A. City Officers, Officials, and Employees are subject to the requirements of Part III, Chapter 112, Florida Statutes, concerning the "Code of Ethics for Public Officers and Employees. Investment Managers, involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the City's investment program, or which could impair their ability to make impartial investment decisions.

B. Investment Managers involved in the investment process shall disclose to the City Manager and City Commission in writing any material interests in financial institutions that conduct business with the City, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the City's investment program. "Material interest in financial institutions" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any financial institution. "Material personal financial/investment positions" means a financial or investment position in excess of percent of the Net Worth of the Director of Finance or the Net Assets of the Investment Manager, as appropriate. Appearances of conflict and conflicts of interest under this provision B may only be waived by the City Commission, and the City Commission may attach conditions and requirements for any such waiver

C. The Investment Manager shall also disclose in writing to the City Manager any instances where the Investment Manager may provide any services for any financial institution, fund, portfolio, trust, business entity, or not for profit entity in which or for which an investment is being considered, including how such Manager is compensated for such services. The Investment Manager shall to the best of its knowledge, also make similar disclosures to the City Manager when its parent, affiliates, or subsidiaries are providing

such services.

The City is aware that the Investment Manager does advise and manage other funds and investments. The City Manager may waive appearances of conflicts or conflicts under this provision C. The City Manager may establish conditions and requirements for any such waiver. The City Commission may also waive appearances of conflict and conflicts under this provision C, and may attach conditions and requirements for any such waiver

~~VIII.~~VII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES

The Director of Finance or designee shall establish a system of internal controls and operational procedures that are in writing and made a part of the City's finances operational procedures. The internal controls should be designed to prevent losses of funds, which might arise from fraud, employee error, and misrepresentation by third parties, or imprudent actions by employees. The written procedures should include reference to safekeeping/custodial, repurchase agreements, separation of transaction authority from accounting and recordkeeping, wire transfer agreements, banking service contracts, collateral/depository agreements, and "delivery-vs payment" procedures. No person may engage in an investment transaction except as authorized under the terms of this Policy. Employees or contractors involved in the investment process shall adhere to the Internal Control Policy of the City.

Independent auditors as a normal part of the annual financial audit to the City shall conduct a review of the system of internal controls to ensure compliance with policies and procedures.

~~IX.~~VIII. CONTINUING EDUCATION

The Director of Finance or designee shall annually complete 8 hours of continuing education in subjects or course of study related to investment practices and products, pursuant to Section 218.415(14) F.S.~~.~~

~~X.~~IX. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

The Director of Finance or designee shall only purchase securities from the following Qualified Institutions and investment institutions that are designated as Primary Dealers by the Federal Reserve Bank of New York. The Director of Finance shall only enter into repurchase agreements with financial institutions that are Qualified Institutions and Primary Dealers as designated by the Federal Reserve Bank of New York. The Director of Finance shall maintain a list of financial institutions and broker/dealers that are approved for investment purposes ("Qualified Institutions"). Only firms meeting the following requirements will be eligible to serve as Qualified Institutions:

1) Regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule);
2) Capital of no less than $10,000,000;
3) Registered as a dealer under the Securities Exchange Act of 1934;

4) Member of the Financial Industry Regulatory Authority, Inc. (FINRA);
5) Registered to sell securities in Florida;
6) The firm and assigned broker have been engaged in the business of effecting transactions in U.S. government and agency obligations for at least five (5) consecutive years.
7) Public depositories qualified by the Treasurer of the State of Florida, in accordance with Chapter 280, Florida Statutes.

The City's Investment Manager shall utilize and maintain its own list of approved primary and non-primary dealers.

All brokers, dealers and other financial institutions deemed to be Qualified Institutions shall be provided with current copies of the City's Investment Policy.

~~XI.~~X. MATURITY AND LIQUIDITY REQUIREMENTS

To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements.

A. Maturity Guidelines

Securities purchased by or on behalf of the City shall have a final maturity of five (5) years or less from the date of settlement. The overall weighted average duration of principal return for portfolios shall be less than three (3) years. The maturities of the underlying securities of a repurchase agreement will follow the requirements of the Securities Industry and Financial Markets Association (SIFMA) Master Repurchase Agreement.

B. Liquidity Requirements

The investment portfolio shall be structured in such a manner as to provide sufficient liquidity to pay obligations as they become due.

(1) The Director of Finance or designee shall determine the approximate amount of funds required to meet the current expenses of the City.

(2) All funds in the depository bank may be "swept" each night into a fully collateralized repurchase agreement or money market fund. In order to have an available source of funds to meet unexpected cash requirements, a minimum of two months operating expenses will be invested within an overnight investment vehicle such as a "AAA" rated money market fund or open market securities rated in the two highest rating categories by a NRSRO, and maturity of 60 days or less.

(3) The amount of City funds in excess of those required to meet current expenses, reduced by the two (2) month reserve calculated in subsection (1) above, will be available for investment according to the guidelines incorporated within this Policy.

~~XII.~~XI. RISK AND DIVERSIFICATION

Assets held shall be diversified to control risks resulting from over concentration of assets in

a specific maturity, issuer, instruments, dealer, or bank through which these instruments are bought and sold. The Director of Finance shall determine diversification strategies within the established guidelines.

~~XIII.~~XII. MASTER AND REPURCHASE AGREEMENT

The Director of Finance or designee will require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the Securities Industry and Financial Markets Association (SIFMA) Master Repurchase Agreement. All repurchase agreement transactions will adhere to requirements of the SIFMA Master Repurchase Agreement.

~~XIV.~~XIII. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

After the Director of Finance and/or the City's Investment Manager has determined the approximate maturity date based on cash flow needs and market conditions and has analyzed and selected one or more optimal types of investments, a minimum of three (3) qualified banks and/or approved broker/dealers must be contacted and asked to provide bids/offers on securities in question. To the greatest extent allowable by law, bids will be held in confidence until the bid deemed to best meet the investment objectives is determined and selected.

However, if obtaining bids/offers are not feasible and appropriate, securities may be purchased/sold utilizing the comparison to current market price method on an exception basis. Acceptable current market price providers include, but are not limited to:

A. Tradeweb;

B. Bloomberg Information Systems;

C. Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing; or,

D. Daily market pricing provided by the City's custodian or their correspondent institutions.

Examples of when this method may be used include:

A. When time constraints due to unusual circumstances preclude the use of the competitive bidding process;

B. When no active market exists for the issue being traded due to the age or depth of the issue;

C. When a security is unique to a single dealer, for example, a private placement; or

D. When the transaction involves new issues or issues in the "when issued" market.

Overnight sweep investment instruments will not be bid, but may be placed with the City's depository bank relating to the demand account for which the investment

instrument was purchased.

~~XV.~~XIV. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION

Investments should be made subject to the cash flow needs and such cash flows are subject to revisions as market conditions and the City's needs change. However, when the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, the Director of Finance and/or the City's Investment Manager may sell the investment at the then-prevailing market price and place the proceeds into the proper account with the City's custodian.

The following are the investment requirements and allocation limits on security types, issuers, and maturities as established by the City. Diversification strategies within the established guidelines shall be reviewed and revised periodically as necessary by the Director of Finance and/or the City's Investment Manager. The City shall have the option to further restrict investment percentages from time to time based on market conditions, risk and diversification investment strategies. The percentage allocations requirements for investment types and issuers are calculated based on the original cost of each investment, at the time of purchase. Investments not listed in this Policy are prohibited unless specifically approved by the City Commission by Resolution. The following requirements do not apply to funds derived from the sale of debt.

Portfolio Composition and Asset Allocation (excludes Bond Funds and Pension Plans)

Authorized Investment Description	Maximum Portfolio Allocation	Maximum Maturity	Issuer Limit
State Board of Administration (SBA) A-LGIP	50%		
United States Government Securities	100%	10 Years	
United States Government Agencies	50%	10 Years	
Federal Instrumentalities	60%	10 Years	30%
Interest-bearing Time Deposit, Savings Accounts, or Money Market Accounts	40%		10%
Repurchase Agreements	20%	90 Days	10%
Commercial Paper	20%	270 Days	5%
Corporate Notes	15%	3 Years	5%
Bankers' Acceptances	20%	180 Days	5%
State and/or Local Government Taxable and/or Tax-Exempt Debt	25%	10 Years	10%
Registered Investment Companies (Money Market Mutual Funds)	50%		25%
Intergovernmental Investment Pool	20%		

Portfolio Composition and Asset Allocation (excludes Bond Funds and Pension Plans)			
Authorized Investment Description	Maximum Portfolio Allocation	Maximum Maturity	Issuer Limit
State Board of Administration (SBA) A-LGIP	50%		
United States Government Securities	100%	5 Years	
United States Government Agencies	100%	5 Years	
Federal Instrumentalities	60%	5 Years	30%
Interest-bearing Time Deposit, Savings Accounts, or Money Market Accounts	70%		20%
Repurchase Agreements	20%	90 Days	10%
Commercial Paper	25%	270 Days	5%
Corporate Notes	15%	5 Years	5%
Bankers' Acceptances	20%	180 Days	5%
State and/or Local Government Taxable and/or Tax-Exempt Debt	25%	5 Years	10%
Registered Investment Companies (Money Market Mutual Funds)	50%		20%
Florida Prime and Other Intergovernmental Investment Pools	20%		
Qualified Public Depository Accounts	100%	Daily Liquidity	30% (1)[IW1]

(1) Except For Main Depository

~~XVI.~~XV. DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS

The City may not invest in investment products that include the use of derivatives. A "derivative" is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or indices or asset values. Reverse repurchase agreements are not permitted by this Policy.

~~XVII.~~XVI. PERFORMANCE MEASUREMENTS

In order to assist in the evaluation of the portfolios' performance, the City will use performance benchmarks for short-term and long-term portfolios. The use of benchmarks will allow the City to measure its returns against other investors in the same markets.

A. The short-term investment portfolio shall be designed with the annual objective of exceeding the return of the Standard & Poor's GIP Index Government 30-Day Gross of Fees Yield. Investments of current operating funds shall have maturities of no longer than twelve (12) months.

B. The long-term investment portfolio shall be designed with the annual objective of

exceeding the return of the Bank of America Merrill Lynch 1-3 Year Treasury/Agency Index compared to the portfolio's total rate of return. The Bank of America Merrill Lynch 1-3 Year Treasury/Agency Index represents all U.S. Treasury/Agency securities maturing over one year, but less than three years. This maturity range is an appropriate benchmark based on the objectives of the City. Investments of core funds shall have a term appropriate to the need for funds, but in no event shall exceed five years.

~~XVIII.~~XVII. REPORTING

A. The City's Investment Manager shall provide quarterly investment reports on the City's short-term and long-term core investments to the Director of Finance, Mayor, City Manager, and City Commission . Schedules in the quarterly report should include the following:

1. A listing of individual securities held at the end of the reporting period
2. Percentage of Available Funds represented by each investment type
3. Coupon, discount or earning rate
4. Average life or duration and final maturity of all investments
5. Par value and market value

B. Annual Investment Report On an annual basis, the City's Investment Manager shall submit to the Director of Finance, City Manager, and City Commission a written report on the long-term core investment funds. The annual report shall provide all, but not limited to, the following: a complete list of all invested funds, name or type of security in which the funds are invested, the amount invested, the maturity date, earned income, the book value, the market value and the yield on each investment. The annual report will show performance on both a book value and total rate of return basis and will compare the results to the above-stated performance benchmarks. All investments shall be reported at fair value per Government Accounting Standards Board (GASB) standards. In addition, the annual report shall provide all disclosures as required by GASB Statement 40, *Deposit and Investment Risk Disclosures*. Investment reports shall be available to the public.

C. Review of Quarterly and Annual Investment Reports. It is primarily the responsibility of the Director of Finance to perform a thorough review of all investment reports provided by the Investment Manager to ensure compliance with the terms of this Policy, as well as evaluate performance of the Investment Manager against the established performance benchmark. As soon as discovered, the Director of Finance must communicate in writing, any violations of this Policy's provisions or failure of the Investment Manager to meet the minimum performance benchmark, to the City Manager. Violations shall also be reported to the City Commission with the quarterly and annual reports provided to the City Commission.

D. The Investment Manager's annual report shall also include a review of this Policy. Should such a review result in proposed strategic changes to the existing terms of this Policy (i.e. maximum asset allocation percentages-sector, subsector, issuer), based on existing financial market conditions, such proposed revisions will be presented to the City Commission for formal approval by Resolution.

~~XIX.~~XVIII. THIRD PARTY CUSTODIAL AGREEMENTS

Securities, with the exception of certificates of deposits, shall be held with a third party custodian; and all securities purchased by, and all collateral obtained by the City should be properly designated as an asset of the City. The securities must be held in an account separate and apart from the assets of the financial institution, and held as required by subsection 218.415 (18), Florida Statutes, as amended. A third party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida as defined in Section 658.12, Florida Statutes, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider's safekeeping department for the term of the deposit.

The custodian shall accept transaction instructions only from those persons who have been duly authorized by the Director of Finance and which authorization has been provided, in writing, to the custodian. No withdrawal of securities, in whole or in part, shall be made from safekeeping, shall be permitted unless by such a duly authorized person. Monthly, the custodian shall provide the Director of Finance and/or the City's Investment Manager with detail information on the securities held by the custodian. Security transactions between a broker/dealer and the custodian involving the purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction. Only after receiving written authorization from the Director of Finance shall authorized securities be delivered "free". Securities held as collateral shall be held free and clear of any liens.

~~XX.~~XIX. RESERVATIONS OF AUTHORITY

The authority to issue and/or revise this Policy is reserved for the City Commission.

SUBJECT	Investment Fund Policy
POLICY #	08-003
Issued Date	Approved by the Commission December 18, 2018
City Manager Approval	Joseph Napoli

PURPOSE: The purpose of this investment policy (hereinafter "Policy") is to set forth the investment objectives and parameters for the management of the public funds of Cooper City, Florida (hereinafter "City"). This Policy is intended to provide the Director of Finance or Investment Manager sufficient latitude to effectively manage the City's financial assets to protect the City's principal investment, provide sufficient liquidity for operational needs and maximize the return on investments within an acceptable exposure to risk. In addition, this Policy is designed to safeguard the City's funds, ensure the availability of operating and capital funds when needed, and provide for an investment return competitive with comparable funds and financial market indices. In an effort to accomplish the aforementioned, this Policy identifies various portfolio parameters addressing investment instruments, issuer diversification, maturity constraints, investment ratings, and liquidity.

SCOPE: In accordance with Section 218.415, Florida Statutes, this Policy applies to all funds held or controlled by the City in excess of those required to meet current expenses. "Current expenses" means known cash needs and anticipated cash flow requirements for the short term. "Short Term" means a maximum of six (6) months of operation.

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INVESTMENT OBJECTIVES: Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. Each investment transaction shall be entered into with every effort to prevent capital losses, whether they are from securities defaults, theft, or the impact of adverse market conditions. The City's objective is to maintain sufficient liquidity to enable the City to meet operating requirements, which might be reasonably anticipated. It is the intent of this Policy, and it shall be so construed notwithstanding anything to the contrary, to place the highest priority on the safety of principal and liquidity of funds. The optimization of investment returns shall be secondary to the safety of principal and liquidity of funds. The City will strive to maximize the return on the portfolio (subject to the

objectives of preserving the safety of capital and liquidity of funds, and will avoid assuming unreasonable investment risk. The City will employ mechanisms to reduce risk by diversifying its investments between specific security types and individual financial institutions. Funds of the City will be invested in accordance with Florida Law, Cooper City's local law, this Policy, and written administrative procedures.

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The portfolios shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements. Periodic cash flow analysis will be completed in order to ensure that the portfolios are positioned to provide sufficient liquidity.

Return on Investment Portfolios shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objective described above. However, return is attempted through active management where the Investment Manager utilizes a total return strategy (which includes both realized and unrealized gains and losses in the portfolios). This total return strategy seeks to increase the value of the portfolio through reinvestment of income and capital gains. The core investments shall be focused on being limited to relatively low-risk securities in anticipation of earning a fair return relative to the risk being assumed. An Investment Manager may trade to recognize a loss from time to time to achieve a perceived relative value based on the trade's potential to enhance the total return of the portfolios.

DELEGATION OF AUTHORITY: The responsibility for providing oversight in regards to the management of the investment program resides with the Director of Finance, who shall be the City Investment Official, and who from time to time report to the City Manager. The day-to-day management responsibility for all City funds in the long-term core investment program and investment transactions may be delegated to the City's Investment Manager, who has been afforded discretionary authority in executing investment transactions, in accordance with the terms of the Policy. Any such delegation shall be approved by resolution of the City Commission. However, in no way shall any such delegation of authority diminish the responsibility of the Director of Finance to provide oversight for the City's investment program and report any deviations from the provisions of the Policy to the City Manager. The City's Director of Finance will further be responsible for the transferring of appropriate funds to affect investment transactions as recommended by the City's Investment Manager or the long-term core investment program. In employing an Investment Manager to manage the City's investment long-term portfolio, such an Investment Manager or firm must be registered under the Investment Advisors Act of 1940. No person may engage in an investment transaction of Available Funds (to which this Policy applies) except as provided under the terms of this Policy and procedures so established, except in extraordinary circumstances where

specifically requested in writing by the Director of Finance (which shall detail the extraordinary circumstances) and where authorized in writing in advance by the City Manager after the written recommendation of the Investment Manager. Positions authorized as investment signatories for the City of Cooper City are the Mayor, City Manager, and Director of Finance. The Director of Finance, Assistant Finance Director and Accountant are authorized to initiate or approve a wire transfer transaction in accordance with applicable policies and procedures.

STANDARD OF PRUDENCE: The standard of prudence to be used by the City shall be the "Prudent Person" standard and shall be applied in the context of managing the overall investment program. The city investment official acting in accordance with written procedures, this Investment Policy, and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectation are reported to the City manager in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this Policy. The" Prudent Person" rule states the following:

- Investments should be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

- Any firm or any person who is not a City Officer, official, or employee that is retained to invest, monitor, or advise concerning the investment of Available Funds under this Policy (herein, the "Investment Manager") shall exercise the higher standard of prudence known as the "Prudent Expert", or such increased degree of care and prudence as may be otherwise set forth in the retention agreement. The "Prudent Expert" standard shall be that in investing and reinvesting money and in acquiring, retaining, managing, and disposing of investment of these funds, the contractor shall exercise: the judgment, care, skill, prudent, and diligence under the circumstances then prevailing, which persons of prudence, discretion, and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds, so as to minimize the risk, considering the probable income as well as the probable safety of their capital.

- The "Prudent Person" rule be applied in the context of managing the overall portfolio. The Director of Finance, acting in accordance with the written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported immediately and that appropriate action is taken to control adverse developments.

ETHICS AND CONFLICTS OF INTEREST

A. City Officers, Officials, and Employees are subject to the requirements of Part III, Chapter 112, Florida Statutes, concerning the "Code of Ethics for Public Officers and Employees. Investment Managers, involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the City's investment program, or which could impair their ability to make impartial investment decisions.

B. Investment Managers involved in the investment process shall disclose to the City Manager and City Commission in writing any material interests in financial institutions that conduct business with the City, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the City's investment program. "Material interest in financial institutions" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any financial institution. "Material personal financial/investment positions" means a financial or investment position in excess of percent of the Net Worth of the Director of Finance or the Net Assets of the Investment Manager, as appropriate. Appearances of conflict and the conflicts under provision B may only be waived by the City Commission, and the City Commission may attach conditions and requirements for any such waiver.

C. The Investment Manager shall also disclose in writing to the City Manager any instances where the Investment Manager may provide any services for any financial institution, fund, portfolio, trust, business entity, or not for profit entity in which or for which an investment is being considered, including how such Manager is compensated for such services. The Investment Manager shall to the best of its knowledge, also make similar disclosures to the City Manager when its parent, affiliates, or subsidiaries are providing such services.

The City is aware that the Investment Manager advises and manages other funds and investments. The City Manager may waive appearances of conflicts or conflicts under this provision C. The City Manager may establish conditions and requirements for any such waiver. The City Commission may also waive appearances of conflict and conflicts under this provision C. and may attach conditions and requirements for any such waiver.

INTERNAL CONTROLS AND INVESTMENT PROCEDURES: The Director of Finance or designee shall establish a system of internal controls and operational procedures that are in writing and made a part of the City's finances operational procedures. The internal controls should be designed to prevent losses of funds, which might arise from fraud, employee error, and misrepresentation by third parties, or imprudent actions by employees. The written procedures should include reference to safekeeping/custodial, repurchase agreements, separation of transaction authority from accounting and recordkeeping, wire transfer agreements, banking service contracts, collateral/depository agreements, and "delivery-vs-payment" procedures. No person may engage in an investment transaction except as authorized under the terms of this Policy. Employees or contractors involved in the investment process shall adhere to the Internal Control Policy of the City. Independent auditors as a normal part of the annual financial audit of the City Shall conduct a review of the system of internal controls to ensure compliance with policies and procedures.

CONTINUING EDUCATION: The Director of Finance or designee shall annually complete 8 hours of continuing education in subjects or courses of study related to investment practices and products.

AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS: The Director of Finance or designee shall only purchase securities from Qualified Institutions and Investment Institutions that are designated as Primary Dealers by the Federal Reserve Bank of New York. The Director of Finance shall only enter into repurchase agreements with financial institutions that are Qualified Institutions and Primary Dealers as

designated by the Federal Reserve Bank of New York. The Director of Finance shall maintain a list of financial institutions and broker/dealers that are approved for investment purposes ("Qualified Institutions"). Only firms meeting the following requirements will be eligible to serve as Qualified Institutions:

1) Regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule);
2) Capital of not less than $10,000,000;
3) Registered as a dealer under the Securities Exchange Act of 1934;
4) Member of the Financial Industry Regulatory Authority, Inc. (FINRA);
5) Registered to sell securities in Florida
6) The firm and assigned broker have been engaged in the business of effecting transactions in U.S. Government and agency obligations for at least five (5) consecutive years.
7) Public depositories qualified by the Treasurer of the State of Florida, in accordance with Chapter 280, Florida Statutes.

The City's Investment Manager shall utilize and maintain its own list of approved primary and non-primary dealers.

All brokers, dealers, and other financial institutions deemed to be Qualified Institutions shall be provided with current copies of the City's Investment Policy.

MATURITY AND LIQUIDITY REQUIREMENTS: To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements.

A. Maturity Guidelines: Securities purchased by or on behalf of the City shall have a final maturity of five (5) years or less from the date of settlement. The overall weighted average duration of principal return for portfolios shall be less than three (3) years. The maturities of the underlying securities of a repurchase agreement will follow the requirements of the Securities Industry and Financial Markets Association (SIFMA) Master Repurchase Agreement.

B. Liquidity Requirements: The Investment portfolio shall be structured in such a manner as to provide sufficient liquidity to pay obligations as they become due:

1) The Director of Finance or designee shall determine the approximate amount of funds required to meet the current expenses of the City.
2) All funds in the depository bank may be "swept" each night into a fully collateralized repurchase agreement or money market fund. In order to have an available source of funds to meet unexpected cash requirements, a minimum of two months of operating expenses will be invested within an overnight investment vehicle such as an "AAAm" rated money market fund or open market securities rated in the two highest rating categories by an NRSRO, and maturity of 60 days or less.
3) The amount of City funds in excess of those required to meet current expenses, reduced by the two (2) month reserve calculated in subsection (1) above, will be available for investment according to the guidelines incorporated within this Policy.

RISK AND DIVERSIFICATION: Assets held should be diversified to control risks resulting from over concentration of assets in a specific maturity, issuer, instruments, dealer, or bank through which these instruments are bought and sold. The Director of Finance shall determine diversification strategies within the established guidelines.

MASTER AND REPURCHASE AGREEMENT: The Director of Finance or designee will require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the Securities Industry and Financial Markets Association (SIFMA) Master Repurchase Agreement.

COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS: After the Director of Finance and/or the City's Investment Manager has determined the approximate maturity date based on cash flow needs and market conditions and has analyzed and selected one or more optimal types of investments, a minimum of three (3) qualified banks and/or approved broker/dealers must be contacted and asked to provide bids/offers on securities in question. To the greatest extent allowable by law, bids will be held in confidence until the bid deemed to best meet the investment objectives is determined and selected.

However, if obtaining bids/offers are not feasible and appropriate, securities may be purchased/sold utilizing the comparison to the current market price method on an exception basis. Acceptable current market price providers include, but are not limited to:

A. Tradeweb;
B. Bloomberg Information Systems;
C. Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing; or,
D. Daily market pricing is provided by the City's custodian or their correspondent Institutions. Examples of when this method may be used include:
    a. When time constraints due to unusual circumstances preclude the use of the competitive bidding process;
    b. When no active market exists for the issue being traded due to the age or depth of the issue;
    c. When a security is unique to a single dealer, for example, a private placement; or
    d. When the transaction involves new issues or issues in the "when-issued" market.

Overnight sweep investments will not be bid but may be placed with the City's depository bank relating to the demand account for which the investment instrument was purchased.

AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION: Investments should be made subject to the cash flow needs and such cash flows are subject to revisions as market conditions and the City's needs change. However, when the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, the Director of Finance and/or the City's Investment Manager may sell the investment at the then-prevailing market price and place the proceeds into the proper account with the City's custodian.

The following are the investment requirements and allocation limits on security types, issuers, and maturities as established by the City. Diversification strategies within the established guidelines shall be reviewed and revised periodically as necessary by the Director of Finance and/or the City's Investment Manager. The City shall have the option to further restrict investment percentages from time to time based on market conditions, risk, and diversification investment strategies. The percentage allocations requirements for investment types and issuers are calculated based on the original cost of each investment, at the time of purchase. Investments not listed in this

Policy are prohibited unless specifically approved by the City Commission by Resolution. The following requirements do not apply to funds derived from the sale of debt.

Portfolio Composition and Asset Allocation (excludes Bond Funds and Pension Plans)			
Authorized Investment Descriptions	**Maximum Portfolio Allocation**	**Maximum Maturity**	**Issuer Limit**
State Board of Administration (SBA) A-LGIP	50%		
United States Government Securities	100%	10 Years	
United States Government Agencies	50%	10 Years	
Federal Instrumentalities	60%	10 Years	30%
Interest-bearing Time Deposit, Savings Accounts, or Money Market Accounts	40%		10%
Repurchase Agreements	20%	90 Days	10%
Commercial Paper	20%	270 Days	5%
Corporate Notes	15%	3 Years	5%
Bankers' Acceptances	20%	180 Days	5%
State and/or Local Government Taxable and/or Tax-Exempt Debt	25%	10 Years	10%
Registered Investment Companies (Money Market Mutual Funds)	50%		25%
Intergovernmental Investment Pool	20%		

DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS: The City may not invest in investment products that include the use of derivatives. A "derivative" is defined as a financial instrument the value of which depends on or is derived from, the value of one or more underlying assets or indices or assets values. Reverse repurchase agreements are not permitted by this Policy.

PERFORMANCE MEASUREMENTS: In order to assist in the evaluation of the portfolios' performance, the City will use performance benchmarks for short-term and long-term portfolios. The use of benchmarks will allow the City to measure its returns against other investors in the same markets.

A. The short-term investment portfolio shall be designed with the annual objective of exceeding the return of the Standard & Poor's GIP Index Government 30-Day Gross of Fees Yield. Investments of current operating funds shall have maturities of no longer than twelve (12) months.

B. The long-term investment portfolio shall be designed with the annual objective of exceeding the return of the Bank of America Merrill Lynch 1-3 Year Treasury/Agency Index compared to the portfolio's total rate of return. The Bank of America Merrill Lynch 1-3 Year Treasury/Agency Index represents all U.S. Treasury/Agency securities maturing over one year, but less than three years. This maturity range is an appropriate benchmark based on the objectives of the City. Investments of core funds shall have a term appropriate to the need for funds, but in no event shall exceed (5) five.

REPORTING:

A. The City's Investment Manager shall provide quarterly investment reports on the City's short-term and long-term core investments to the Director of Finance, Mayor, City Manager, and City Commission Schedules in the quarterly report should include the following:

1. A listing of individual securities held at the end of the reporting period
2. Percentage of Available Funds represented by each investment type
3. Coupon, discount, or earning rate
4. Average life or duration and final maturity of all investments
5. Par value and market value

B. Annual Investment Report on an annual basis, the City's Investment Manager shall submit to the Director of Finance, City Manager, and City Commission a written report on the long-term core investment funds. The annual report shall provide all, but not limited to, the following: a complete list of all invested funds, the name or type of security in which the funds are invested, the amount invested, the maturity date, earned income, the book value, the market value and the yield on each investment. The annual report will show performance on both a book value and total rate of return basis and will compare the results to the above-stated performance benchmarks. All investments shall be reported at fair value per Government Accounting Standards Board (GASB) standards. In addition, the annual report shall provide all disclosures as required by GASB statement 40, *Deposit and Investment Risk Disclosures.* Investment reports shall be available to the public.

C. Review of Quarterly and Annual Investment Reports. It is primarily the responsibility of the Director of Finance to perform a thorough review of all investment reports provided by the Investment Manager to ensure compliance with the terms of this Policy, as well as evaluate the performance of the Investment Manager against the established performance benchmark. As soon as discovered, the Director of Finance must communicate in writing, any violations of this Policy's provisions or failure of the Investment Manager to meet the minimum performance benchmark, to the City Manager. Violations shall also be reported to the City Commission with the quarterly and annual reports provided to the City Commission.

D. The Investment Manager's annual report shall also include a review of this Policy. Should such a review result in proposed strategic changes to the existing terms of this Policy (i.e. maximum asset allocation percentages-sector, subsector, issuer), based on existing financial market conditions, such proposed revisions will be presented to the City Commission for formal approval by Resolution.

THIRD-PARTY CUSTODIAL AGREEMENTS: Securities, with the exception of certificates of deposits, shall be held with a third-party custodian; and all securities purchased by, and all collateral obtained by the City should be properly designated as an asset of the City. The Securities must be held in an account separate and apart from the assets of the financial institution and held as required by subsection 218.415 (18), Florida Statutes, as amended.

A third-party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida as defined in Section 658.12, Florida Statutes, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider's safekeeping department for the term of the deposit.

The custodian shall accept transaction instructions only from those persons who have been duly authorized by the Director of Finance and which authorization has been provided, in writing, to the custodian. No withdrawal of securities, in whole or in part, shall be made from safekeeping, and shall be permitted unless by such a duly authorized person. Monthly, the custodian shall provide the Director of Finance and/or the City's Investment Manager with detailed information on the securities held by the custodian. Security transactions between a broker/dealer and the custodian involving the purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis, if applicable, to ensure that the custodian will have the security of money, as appropriate, in hand at the conclusion of the transaction. Only after receiving written authorization from the Director of Finance shall authorized securities be delivered "free". Securities held as collateral shall be held free and clear of any liens.

RESERVATIONS OF AUTHORITY: The authority to issue and/or revise this Policy is reserved for the City Commission.

Meeting Date: 04/09/2024 Item #15.

Banking
&
Investment Policy
City of Cooper City

The City is Not Maximizing Its Return On Investment On Its Main Operating Account

Assuming Funds Inves

BOA Cost Analysis

Date	Available Balance for Earnings Credit	Available Balance Required	Balance Over Required	Total Service Charges	Excess Allowance	Current Months Earnings Credit Rate		Additioanl @ 4%	
								4.50%	
Jan-23	36,068,901.09	8,755,342.65	27,313,558.44	8,365.55	27,313,558.44	1.12%		$ 104,565.01	
Feb-23	29,138,454.17	7,888,715.04	21,249,739.13	7,110.65	21,249,739.13	1.17%		$ 81,350.86	
Mar-23	32,784,837.32	7,969,575.84	24,815,261.48	7,953.20	24,815,261.48	1.17%		$ 95,000.73	
Apr-23	19,733,596.48	5,584,579.45	14,149,017.03	5,622.83	14,149,017.03	1.22%		$ 54,166.95	
May-23	18,475,902.19	5,030,775.83	13,445,126.36	5,447.71	13,445,126.36	1.27%		$ 51,472.23	
Jun-23	17,614,960.89	5,707,302.22	11,907,658.67	5,980.94	11,907,658.67	1.27%		$ 45,586.31	
Jul-23	15,990,974.91	4,776,323.97	11,214,650.94	5,172.17	11,214,650.94	1.27%		$ 42,933.26	
Aug-23	16,027,790.01	4,903,876.08	11,123,913.93	5,518.54	11,123,913.93	1.32%		$ 42,585.88	
Sep-23	13,872,998.53	4,200,980.12	9,672,018.41	4,575.04	9,672,018.41	1.32%		$ 37,027.57	
Oct-23	13,538,767.83	4,236,923.55	9,301,844.28	4,767.99	9,301,844.28	1.32%		$ 35,610.43	
Nov-23	11,708,628.20	5,205,891.69	6,502,736.51	5,669.43	6,502,736.51	1.32%		$ 24,894.55	
Dec-23	28,148,395.06	6,530,163.23	21,618,231.83	7,348.67	21,618,231.83	1.32%		$ 82,761.48	
								$ 697,955.25	Interest Lost

No Interest is being Paid To The City on the Excess Allowance

Lost Revenue

Proposal From TD Bank

Will Add Additional $676,267 to General Fund Reser

TD Bank

2024 Pricing Proforma ~ Municipal Advantage Checking

Prepared for: **Date** (MM/DD/YYYY): 2/19/2024

City of Copper City

Days in Year:	365
Days in Period:	31

Balance Information			
Average Ledger Balance			**$ 17,853,610.16**
Less: Estimated Float			-
Average Collected Balance			**17,853,610.16**
Less: Required Reserve	Rate	0.00%	-
Investable Balance			**17,853,610.16**
Less: Investable Balances Required to Offset Services			1,265,063.63
Investable Balance Excess (Deficit)			**16,588,546.53**
Balance and Fee Summary			
Balances Available for Earnings Credit (Avg Coll Bal less Required Reserve)			**$ 17,853,610.16**
Earnings Credit Allowance	Rate	2.50%	**37,908.35**
Less: Total Analyzed Services			2,686.09
Total Analyzed Charges			-
Total Fee Based Charges*			-
Total Charges Due			-
Interest Summary			
Excess Investable Balances			**$ 16,588,546.53**
Tier I: up to $250,000	Rate:	4.00%	849.32
Tier II: $250,000 - $1,000,000		4.00%	2,547.95
Tier III: $1,000,000+		4.00%	52,958.35
Total Monthly Interest Earned			**$ 56,355.61**

CURRENT PORTFOLIO ALLOCATION

Portfolio Composition and Asset Allocation (excludes Bond Funds and Pension Plans)			
Authorized Investment Description	Maximum Portfolio Allocation	Maximum Maturity	Issuer Limit
State Board of Administration (SBA) A-LGIP	50%		
United States Government Securities	100%	10 Years	
United States Government Agencies	50%	10 Years	
Federal Instrumentalities	60%	10 Years	30%
Interest-bearing Time Deposit, Savings Accounts, or Money Market Accounts	40%		10%
Repurchase Agreements	20%	90 Days	10%
Commercial Paper	20%	270 Days	5%
Corporate Notes	15%	3 Years	5%
Bankers' Acceptances	20%	180 Days	5%
State and/or Local Government Taxable and/or Tax-Exempt Debt	25%	10 Years	10%
Registered Investment Companies (Money Market Mutual Funds)	50%		25%
Intergovernmental Investment Pool	20%		

PROPOSED PORTFOLIO ALLOCATION

Portfolio Composition and Asset Allocation (excludes Bond Funds and Pension Plans)			
Authorized Investment Description	Maximum Portfolio Allocation	Maximum Maturity	Issuer Limit
State Board of Administration (SBA) A-LGIP	50%		
United States Government Securities	100%	5 Years	
United States Government Agencies	100%	5 Years	40%
Federal Instrumentalities	60%	5 Years	40%
Interest-bearing Time Deposit, Savings Accounts, or Money Market Accounts	70%	N/A	20%
Repurchase Agreements	20%	90 Days	10%
Commercial Paper	25%	270 Days	5%
Corporate Notes	15%	5 Years	5%
Bankers' Acceptances	20%	180 Days	5%
State and/or Local Government Taxable and/or Tax-Exempt Debt	25%	5 Years	5%
Registered Investment Companies (Money Market Mutual Funds)	50%		20%
Florida Prime and other Intergovernmental Investment Pool	50%	N/A	
Qualified Public Depository Accounts	100%	Daily Liquidity	30% (1)

1. Except for main depository

Steps To be Taken By The City

- Divest investment in Bonds which are yielding low rates of return
- Close Accounts With Banks Not Currently Providing Adequate Rates of Return
- Increase deposits in Qualified Public depositories that are paying the highest returns
- Increase investment in local governmental investment pools not to exceed 50% of total allocation pool

CITY COMMISSION
STAFF REPORT

DEPARTMENT: Utilities

DATE: April 9, 2024

SUBJECT: Motion to approve and authorize a piggyback agreement from the Broward County Contract No. IND2122200B2, Water Meters and Repair Parts with Consolidated Pipe & Supply Company, Inc., in the amount of $359,362.00 for the purchase of Zenner Water Meters. - **Utilities**

CITY MANAGER RECOMMENDATION:
The City Manager recommends that the Commission approve and authorize a piggyback agreement from Broward County Contract No. IND2122200B2, Water Meters, and Repair Parts, with Consolidated Pipe & Supply Company, Inc., in the amount of $359,362.00, for the purchase of Zenner Water Meters.

BACKGROUND OF ITEM:
The City has been grappling with persistent challenges in the Advanced Water Meter Infrastructure. Currently, we have a total of 11,869 water meters installed, with approximately 6,690 being advanced meters and the remainder being manual water meters. Regrettably, the advanced meters have introduced a spectrum of issues, encompassing meter failures, malfunctioning radio transmitters, network connectivity challenges, software glitches, data inaccuracies, unresolved warranty issues, a substantial number of zero readings, and expired software licenses and service maintenance agreements. Notably, the City is currently incurring an annual expenditure exceeding $63,000 for software and maintenance.

These challenges collectively led to a significant decrease in our utility's annual revenue, estimated at $1,632,587.95. This situation hampers our operational capabilities, diverting valuable resources from crucial infrastructure maintenance and affecting project timelines.

Our efforts to tackle these persistent issues have necessitated the allocation of extra resources, placing a stain on our operational efficiency. Furthermore, the current system's incapacity to furnish accurate and consistent data has resulted in delayed contractor response times, aggravating the problem. According to the manufacturer, the replacement of malfunctioning meters could extend anywhere from 6 to 8 weeks, introducing additional complexity to the situation.

ANALYSIS:
After a thorough analysis, it becomes evident that the expenses linked to maintaining the existing advanced meter system, along with revenue loss and staff compensation, exceed the potential migration costs from advanced to manual meters. In light of this, we recommend implementing a phased approach to replace the malfunctioning meters with more reliable alternatives.

Commencing the replacement program with the advanced meters that caused the most significant problems will let us gradually shift to a more stable and efficient system. While adding more manual meters will require hiring additional resources for meter reading, this strategic move promises better financial outcomes than the ongoing maintenance costs associated with the problematic advanced meters.

In conclusion, the challenges from the advanced water meters necessitate a strategic and progressive approach to replace them. By systematically addressing the malfunctioning meters and transitioning towards manual meters in a controlled manner, we can mitigate revenue losses, streamline our operations, and ensure accurate utility billing.

COST ANALYSIS:
The Zenner manual meters are $65.05 each, and the check valves are $44.79 each, totaling $109.84 for a complete water installation.

- Out of the Mueller Water Meters, 1,170 are ME8 meters, which can function as a manual meter. However, 5,520 SSR Digital Water Meters are still in use. Unfortunately, when these digital meters fail, obtaining a reading becomes impossible. For the complete replacement of the meter with Zenner Meters, the overall material cost for Phase I would be $606,316.80. (The Utilities Department presently holds an inventory of 20 manual meters.)
- At present, 5,179 old manual meters are still in use, having reached the end of their lifespan. Upgrading the manual meters in Phase II will cost $568,861.36.

STRATEGIC PLAN:
This project supports the City's Strategic goal of maintaining and improving the City’s infrastructure and appearance to support and ensure a sustainable and beautiful environment.

PROCUREMENT:
Sec. 2-258 – Exclusions and exceptions to bid and proposal requirements.
(f) *Purchases of good or services from contracts award by other governmental or not-for-profit entities by formal competitive selection process.* The purchase of goods or services under a contract awarded by the United States Government or another governmental, public or not-for-profit entity by a formal competitive process is authorized provided the purchasing agent makes a determination that time, expense and marketplace factors make it financially advantageous for the City to do so.

FISCAL IMPACT:
Sufficient funds are available in the Water & Sewer Fund

General Ledger Acct. Number	Budgeted Amount	Requested Amount	Remaining Amount
453-911-563422-533-24018	$1,100,000.00	$359,362.00	$740,638.00

ATTACHMENTS:
1. City of Cooper City Agreement with Consolidated Pipe & Supply Company, Inc.
2. Exhibit A – Broward County Contract IND2122200B2 Documents
3. Exhibit B – Consolidated Pipe & Supply Company, Inc. Proposal
4. Vendor Compliance
5. Zenner Water Meters Manufacturer Warranty

AGREEMENT BETWEEN THE CITY OF COOPER CITY AND CONSOLIDATED PIPE & SUPPLY COMPANY, INC.

THIS IS AN AGREEMENT ("Agreement"), dated the ____ day of _____ 20____, by and between:

> **CITY OF COOPER CITY**, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50th Place, Cooper City, Florida 33328 (hereinafter referred to as the "City"),
>
> and,
>
> **CONSOLIDATED PIPE & SUPPLY COMPANY, INC.,** an Alabama corporation, located at 1205 Hilltop Parkway, Birmingham, AL 35204, (hereinafter referred to as the "CONTRACTOR"), who is authorized to do business in the State of Florida.

City and CONTRACTOR may each be referred to herein as "party" or collectively as "parties".

WHEREAS, the City desires to enter into an agreement with the CONTRACTOR for the CONTRACTOR to provide Water Meters And Repair Parts; and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

WHEREAS, the parties wish to incorporate the terms and conditions of Solicitation and Contract IND2122200B2 between BROWARD COUNTY and the CONTRACTOR for the Water Meters And Repair Parts ("COUNTY Agreement"). The COUNTY Agreement is attached hereto as **Exhibit "A"** and incorporated herein; and

WHEREAS, the Parties agree to add the provisions of this agreement to the COUNTY Agreement as set forth herein; and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of the COUNTY Agreement; and

WHEREAS, City desires to retain the services of CONTRACTOR by "piggybacking" the COUNTY Agreement; and

WHEREAS, the City has reviewed the scope of services of the competitively bid COUNTY Agreement, and has determined that it is an agreement that can be used by the City; and,

WHEREAS, at its meeting of _____, 2024, the City Commission approved this Agreement and authorized the proper City officials to execute this Agreement; and

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

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

Section 2. The prices, terms and conditions of the COUNTY Agreement shall govern the relationship between the City and CONTRACTOR, except as amended below:

A. The Scope of Services for the Work ("Work") to be performed under this Agreement shall be as set forth in the COUNTY Agreement, except said Work shall be performed in and for the City**.** The proposal for the Work is attached hereto in **Exhibit "B".**

B. The CONTRACTOR agrees at all times to indemnify, hold the City harmless and, at the City's option, defend or pay for any attorney selected by the City to defend the City, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, losses, liabilities, expenditures or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the City or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

C. CONTRACTOR shall provide City with proof of insurance and bonding as required by the COUNTY Agreement. CONTRACTOR hereby confirms that the City is named as an additional insured under the provisions of CONTRACTOR'S insurance.

D. CONTRACTOR shall not commence the Work unless and until the requirements for insurance have been fully met by CONTRACTOR and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

E. All payments shall be governed by the Local Government prompt Payment Act as provided under §§218.70-.80, Florida Statutes.

F. The term of this agreement shall be effective upon execution of this agreement by both parties and shall terminate on September 24, 2024. Subject to two (2) additional, one (1) year renewal terms as provided in the COUNTY Agreement.

G. CONTRACTOR is responsible for and will only return material that are standard stock items. Non-stock items and/or special-order items will only be returned at the discretion of the manufacturer. A restocking fee may apply to any of the items listed in the agreement that are returned to CONTRACTOR.

H. Material warranties are limited to that of the manufacturer's only.

I. For repair parts and non-listed meters only, 20% discount off of list/catalog.

Section 3. In all other respects, the terms and conditions of the COUNTY Agreement, are hereby ratified and shall remain in full force and effect under this "piggybacking" arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of CONTRACTOR made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein

Section 4. Public Records.

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the City in order to perform the service.

2. Upon request by City's records custodian, provide City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.

4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to City, at no cost to City, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 434-4300, PRR@COOPERCITY.GOV, OR BY MAIL: CITY OF COOPER CITY – CITY CLERK'S OFFICE, 9090 SW 50TH PLACE, COOPER CITY, FL 33328.

Section 5. **Scrutinized Companies.**

A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

B. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR , its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 6. **Assignment.** Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 7. **Notice.** Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Ryan Eggleston
City Manager
City of Cooper City
9090 SW 50th Place
Cooper City, Florida 33328

Copy to: Jacob G. Horowitz, Esq.
City Attorney
Goren, Cherof, Doody, and Ezrol, P.A.
3099 E. Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

For CONTRACTOR: Howard Kerr, President
CONSOLIDATED PIPE & SUPPLY COMPANY, INC.
1205 Hilltop Parkway
Birmingham, AL 35204

Section 8. Severability. This Agreement sets forth the entire agreement between CONTRACTOR and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 9. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

Section 10. E-verify. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

B. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not

employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

(REMAINDER ITENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF COOPER CITY, a Florida municipal corporation

ATTEST:

BY: _____
CITY CLERK

BY: _____
CITY MANAGER

BY: _____
CITY MAYOR

APPROVED AS TO LEGAL FORM:

BY: _____
CITY ATTORNEY

WITNESSED BY:

_____
Signature

H J Sellers
Print Name

CONSOLIDATED PIPE & SUPPLY COMPANY, INC., an Alabama corporation

BY: Barry Howton

Name: Barry Howton

Title: CFO

STATE OF Alabama
COUNTY OF Jefferson

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Barry Howton, as CFO of **CONSOLIDATED PIPE & SUPPLY COMPANY, INC.**, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of _____, as _____ **CONSOLIDATED PIPE & SUPPLY COMPANY, INC.**, and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this 29th day of February, 2024.

STATE OF ALABAMA NOTARY PUBLIC
ANGELA S ROUTH
My Commission Expires
October 13, 2025

Angela S Routh
NOTARY PUBLIC
Angela S Routh
Print or Type Name

My Commission Expires: 10/13/2025

Exhibit A

Solicitation IND2122200B1

Water Meters and Repair Parts

Bid Designation: Public

BROWARD COUNTY
FLORIDA
Purchasing Division
www.broward.org/purchasing

Broward County Board of County Commissioners

Bid IND2122200B1
Water Meters and Repair Parts

Bid Number	**IND2122200B1**
Bid Title	**Water Meters and Repair Parts**
Bid Start Date	**Jan 25, 2021 9:10:59 AM EST**
Bid End Date	**Feb 10, 2021 2:00:00 PM EST**
Question & Answer End Date	**Jan 29, 2021 5:00:00 PM EST**
Bid Contact	**Amy Almanzar** **Purchasing** **aalmanzar@broward.org**
Contract Duration	**1 year**
Contract Renewal	**2 annual renewals**
Prices Good for	**120 days**

Bid Comments

This project is for the purchase of Water Meters and Repair Parts for Water & Wastewater Services in accordance with the Specifications and Requirements.

Goal Participation:
This solicitation is open to the general marketplace.

Local Preference: The Broward County Board of Commissioners may amend the local preference ordinance to address vendors that are subsidiaries of nonlocal entities. The local preference requirements for this solicitation will be based upon the local preference ordinance in effect at the time the solicitation is awarded. If as a result of an amendment to the ordinance additional information is required from the Vendors, the Vendors will be allowed appropriate time to submit such information.

Request for Approved Equals : Vendors may submit for Broward County's consideration, a request to approve an equal product for a product/specification of this solicitation. The Request for Approved Equals form must be submitted (by email) no later than 5:00 PM EST on January 29, 2021.

Questions and Answers: The County provides a specified time for Vendors to ask questions and seek clarification regarding the requirements of the solicitation. All questions or clarification inquiries must be submitted through BidSync by the date and time referenced in the solicitation document (including any addenda). The County will respond to all questions via Bid Sync.

Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync. Refer to the Purchasing Division website or contact BidSync for submittal instructions. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through BidSync, immediately notify the Purchasing Agent and then contact BidSync for technical assistance.

This is a group bid. A bidder must bid on all items within the group to be considered for award of that group. Bidder to indicate "no charge" for those items that are included at no additional charge.
Added on Feb 2, 2021:
Responses to received Request for Approved Equals (RFAE) have been attached.

Addendum # 1

New Documents **RFAE 1 - IBT AMI Final.pdf**
RFAE 2 - Ferguson Enterprises Final.pdf

Item Response Form

Item	**IND2122200B1--01-01 - Group 1: Meter, 5/8 Inch lead free brass positive displacement**
Lot Description	**Group 1**
Quantity	**2200 each**
Unit Price	
Manufacturer Offered	
Model Name	
Part Number	
Delivery (Calendar Days)	
Warranty Main Case (Years)	
Delivery Location	**Broward County Board of County Commissioners** EV0055 WATER AND WASTEWATER SERVICES WAREHOUSE (954) 831-0813 2555 W COPANS ROAD POMPANO BEACH FL 33069 **Qty** 2200

Description
Meter, 5/8 inch lead free brass, positive displacement meeting NSF-61 certification, Zenner PDD02 or Approved Equal, as per Specifications.

Item	**IND2122200B1--01-02 - Group 1: Meter, 3/4 Inch lead free brass positive displacement**
Lot Description	**Group 1**
Quantity	**10 each**
Unit Price	
Manufacturer Offered	
Model Name	
Part Number	
Delivery (Calendar Days)	
Warranty Main Case (Years)	
Delivery Location	**Broward County Board of County Commissioners** EV0055 WATER AND WASTEWATER SERVICES

WAREHOUSE (954) 831-0813
2555 W COPANS ROAD
POMPANO BEACH FL 33069
Qty 10

Description
Meter, 3/4 inch lead free brass, positive displacement meeting NSF-61 certification, Zenner PDD04 or Approved Equal, as per Specifications.

Item	**IND2122200B1--01-03 - Group 1: Meter, 1 Inch lead free brass positive displacement**
Lot Description	**Group 1**
Quantity	**150 each**
Unit Price	
Manufacturer Offered	
Model Name	
Part Number	
Delivery (Calendar Days)	
Warranty Main Case (Years)	
Delivery Location	**Broward County Board of County Commissioners** EV0055 WATER AND WASTEWATER SERVICES WAREHOUSE (954) 831-0813 2555 W COPANS ROAD POMPANO BEACH FL 33069 **Qty** 150

Description
Meter, 1 inch lead free brass, positive displacement meeting NSF-61 certification, Zenner PDD007 or Approved Equal, as per Specifications.

Item	**IND2122200B1--01-04 - Group 1: Meter, 1 1/2 Inch lead free brass flanged ends positive displacement with test p**
Lot Description	**Group 1**
Quantity	**15 each**
Unit Price	
Manufacturer Offered	
Model Name	
Part Number	
Delivery (Calendar Days)	
Warranty Main Case (Years)	
Delivery Location	**Broward County Board of County Commissioners** EV0055 WATER AND WASTEWATER SERVICES WAREHOUSE (954) 831-0813

2555 W COPANS ROAD
POMPANO BEACH FL 33069
Qty 15

Description
Meter, 1 1/2 inch lead free brass, flanged ends positive displacement with test port, meeting NSF-61 certification, Zenner PDD09 or Approved Equal, as per Specifications.

Item	**IND2122200B1--01-05 - Group 1: Meter, 2 Inch lead free brass flanged ends positive displacement with test port**
Lot Description	**Group 1**
Quantity	**15 each**
Unit Price	
Manufacturer Offered	
Model Name	
Part Number	
Delivery (Calendar Days)	
Warranty Main Case (Years)	
Delivery Location	**Broward County Board of County Commissioners** EV0055 WATER AND WASTEWATER SERVICES WAREHOUSE (954) 831-0813 2555 W COPANS ROAD POMPANO BEACH FL 33069 **Qty** 15

Description
Meter, 2 inch lead free brass, flanged ends positive displacement with test port, meeting NSF-61 certification, Zenner PDD12 or Approved Equal, as per Specifications.

Item	**IND2122200B1--01-06 - Group 1: Meter, 5/8 Inch lead free brass multi-jet**
Lot Description	**Group 1**
Quantity	**1 each**
Unit Price	
Manufacturer Offered	
Model Name	
Part Number	
Delivery (Calendar Days)	
Warranty Main Case (Years)	
Delivery Location	**Broward County Board of County Commissioners** EV0055 WATER AND WASTEWATER SERVICES

WAREHOUSE (954) 831-0813
2555 W COPANS ROAD
POMPANO BEACH FL 33069
Qty 1

Description
Meter, 5/8 inch lead free brass multi-jet meeting NSF-61 certification, Zenner PMN02 or Approved Equal, as per Specifications

Item	**IND2122200B1--01-07 - Group 1: Meter, 1 Inch lead free brass multi-jet**
Lot Description	**Group 1**
Quantity	**1 each**
Unit Price	
Manufacturer Offered	
Model Name	
Part Number	
Delivery (Calendar Days)	
Warranty Main Case (Years)	
Delivery Location	**Broward County Board of County Commissioners** EV0055 WATER AND WASTEWATER SERVICES WAREHOUSE (954) 831-0813 2555 W COPANS ROAD POMPANO BEACH FL 33069 **Qty** 1

Description
Meter, 1 inch lead free brass multi-jet meeting NSF-61 certification, Zenner PMN07 or Approved Equal, as per Specifications.

Item	**IND2122200B1--01-08 - Group 1: Meter, 1 1/2 Inch lead free brass flanged ends multi-jet with a test port**
Lot Description	**Group 1**
Quantity	**100 each**
Unit Price	
Manufacturer Offered	
Model Name	
Part Number	
Delivery (Calendar Days)	
Warranty Main Case (Years)	
Delivery Location	**Broward County Board of County Commissioners** EV0055 WATER AND WASTEWATER SERVICES WAREHOUSE (954) 831-0813 2555 W COPANS ROAD

POMPANO BEACH FL 33069
Qty 100

Description
Meter, 1 1/2 inch lead free brass flanged ends multi-jet with a test port meeting NSF-61 certification, Zenner PMN09 or Approved Equal, as per Specifications.

Item	**IND2122200B1--01-09 - Group 1: Meter, 2 Inch lead free brass flanged ends multi-jet with a test port**
Lot Description	**Group 1**
Quantity	**100 each**
Unit Price	
Manufacturer Offered	
Model Name	
Part Number	
Delivery (Calendar Days)	
Warranty Main Case (Years)	
Delivery Location	**Broward County Board of County Commissioners** EV0055 WATER AND WASTEWATER SERVICES WAREHOUSE (954) 831-0813 2555 W COPANS ROAD POMPANO BEACH FL 33069 **Qty** 100

Description
Meter, 2 inch lead free brass flanged ends multi-jet with a test port meeting NSF-61 certification,Zenner PMN12 or Approved Equal, as per Specifications.

Item	**IND2122200B1--01-10 - Group 1: Meter, 3 Inch lead free brass hydrant meter with hydrant couplings turbine**
Lot Description	**Group 1**
Quantity	**15 each**
Unit Price	
Manufacturer Offered	
Model Name	
Part Number	
Delivery (Calendar Days)	
Warranty Main Case (Years)	
Delivery Location	**Broward County Board of County Commissioners** EV0055 WATER AND WASTEWATER SERVICES WAREHOUSE (954) 831-0813

2555 W COPANS ROAD
POMPANO BEACH FL 33069
Qty 15

Description
Meter, 3 inch lead free brass hydrant meter with hydrant coupling turbine. Must come with a built in testable (e.g., differential gauge) backflow device, with a permanent, affixed adjustable stand to support weight and it must come with an anti-locking collar that can be secured to the fire hydrant meter simultaneously, Zenner PHD305-RP or Approved Equal, as per Specifications.

Item	**IND2122200B1--01-11 - Group 1: Meter, 3 Inch lead free brass turbine with bolt-on strainer and test port**
Lot Description	**Group 1**
Quantity	**1 each**
Unit Price	
Manufacturer Offered	
Model Name	
Part Number	
Delivery (Calendar Days)	
Warranty Main Case (Years)	
Delivery Location	**Broward County Board of County Commissioners** EV0055 WATER AND WASTEWATER SERVICES WAREHOUSE (954) 831-0813 2555 W COPANS ROAD POMPANO BEACH FL 33069 **Qty** 1

Description
Meter, 3 inch lead free brass turbine with bold-on strainer and test port, meeting NSF-61 certification, Zenner PMTB03 or Approved Equal, as per Specifications.

Item	**IND2122200B1--01-12 - Group 1: Meter, 4 Inch lead free brass turbine with bolt-on strainer and test port**
Lot Description	**Group 1**
Quantity	**1 each**
Unit Price	
Manufacturer Offered	
Model Name	
Part Number	
Delivery (Calendar Days)	
Warranty Main Case (Years)	
Delivery Location	**Broward County Board of County Commissioners** EV0055 WATER AND WASTEWATER SERVICES

WAREHOUSE (954) 831-0813
2555 W COPANS ROAD
POMPANO BEACH FL 33069
Qty 1

Description
Meter, 4 inch lead free brass turbine with bold-on strainer and test port, meeting NSF-61 certification, Zenner PMTB04 or Approved Equal, as per Specifications.

Item	**IND2122200B1--01-13 - Group 1: Meter, 6 Inch lead free brass turbine with bolt -on strainer and test port**
Lot Description	**Group 1**
Quantity	**1 each**
Unit Price	
Manufacturer Offered	
Model Name	
Part Number	
Delivery (Calendar Days)	
Warranty Main Case (Years)	
Delivery Location	**Broward County Board of County Commissioners** EV0055 WATER AND WASTEWATER SERVICES WAREHOUSE (954) 831-0813 2555 W COPANS ROAD POMPANO BEACH FL 33069 **Qty** 1

Description
Meter, 6 inch lead free brass turbine with bold-on strainer and test port, meeting NSF-61 certification, Zenner PMTB06 or Approved Equal, as per Specifications.

Item	**IND2122200B1--01-14 - Group 1: Meter, 8 Inch lead free brass turbine with bolt-on strainer and test port**
Lot Description	**Group 1**
Quantity	**1 each**
Unit Price	
Manufacturer Offered	
Model Name	
Part Number	
Delivery (Calendar Days)	
Warranty Main Case (Years)	
Delivery Location	**Broward County Board of County Commissioners** EV0055 WATER AND WASTEWATER SERVICES

WAREHOUSE (954) 831-0813
2555 W COPANS ROAD
POMPANO BEACH FL 33069
Qty 1

Description
Meter, 8 inch lead free brass turbine with bold-on strainer and test port, meeting NSF-61 certification, Zenner PMTB08 or Approved Equal, as per Specifications.

Item	**IND2122200B1--01-15 - Group 1: Meter, 10 Inch lead free brass turbine with bolt-on strainer and test port**
Lot Description	**Group 1**
Quantity	**1 each**
Unit Price	
Manufacturer Offered	
Model Name	
Part Number	
Delivery (Calendar Days)	
Warranty Main Case (Years)	
Delivery Location	**Broward County Board of County Commissioners** EV0055 WATER AND WASTEWATER SERVICES WAREHOUSE (954) 831-0813 2555 W COPANS ROAD POMPANO BEACH FL 33069 **Qty** 1

Description
Meter, 10 inch lead free brass turbine with bold-on strainer and test port, meeting NSF-61 certification, Zenner PMTB10 or Approved Equal, as per Specifications.

Item	**IND2122200B1--01-16 - Group 1: Meter Reclaimed, 5/8 Inch lead free brass multi-jet**
Lot Description	**Group 1**
Quantity	**10 each**
Unit Price	
Manufacturer Offered	
Model Name	
Part Number	
Delivery (Calendar Days)	
Warranty Main Case (Years)	
Delivery Location	**Broward County Board of County Commissioners** EV0055 WATER AND WASTEWATER SERVICES

WAREHOUSE (954) 831-0813
2555 W COPANS ROAD
POMPANO BEACH FL 33069
Qty 10

Description
Meter, Reclaimed, 5/8 inch lead free brass multi-jet meeting NSF-61 certification, Zenner PMNR02 or Approved Equal, as per Specifications

Item	**IND2122200B1--01-17 - Group 1: Meter Reclaimed, 3/4 Inch lead free brass multi-jet**
Lot Description	**Group 1**
Quantity	**1 each**
Unit Price	
Manufacturer Offered	
Model Name	
Part Number	
Delivery (Calendar Days)	
Warranty Main Case (Years)	
Delivery Location	**Broward County Board of County Commissioners** EV0055 WATER AND WASTEWATER SERVICES WAREHOUSE (954) 831-0813 2555 W COPANS ROAD POMPANO BEACH FL 33069 **Qty** 1

Description
Meter, Reclaimed, 3/4 inch lead free brass multi-jet meeting NSF-61 certification, Zenner PMNR04 or Approved Equal, as per Specifications

Item	**IND2122200B1--01-18 - Group 1: Meter Reclaimed, 1 Inch lead free brass multi-jet meter**
Lot Description	**Group 1**
Quantity	**2 each**
Unit Price	
Manufacturer Offered	
Model Name	
Part Number	
Delivery (Calendar Days)	
Warranty Main Case (Years)	
Delivery Location	**Broward County Board of County Commissioners** EV0055 WATER AND WASTEWATER SERVICES WAREHOUSE (954) 831-0813 2555 W COPANS ROAD

POMPANO BEACH FL 33069
Qty 2

Description
Meter, Reclaimed, 1 inch lead free brass, multi-jet meeting NSF-61 certification, Zenner PMNR07 or Approved Equal, as per Specifications

Item	**IND2122200B1--01-19 - Group 1: Meter Reclaimed, 1 1/2 Inch lead free brass flanged ends multi-jet with test por**
Lot Description	**Group 1**
Quantity	**1 each**
Unit Price	
Manufacturer Offered	
Model Name	
Part Number	
Delivery (Calendar Days)	
Warranty Main Case (Years)	
Delivery Location	**Broward County Board of County Commissioners** EV0055 WATER AND WASTEWATER SERVICES WAREHOUSE (954) 831-0813 2555 W COPANS ROAD POMPANO BEACH FL 33069 **Qty** 1

Description
Meter, Reclaimed, 1 1/2 inch lead free brass, multi-jet meeting NSF-61 certification, Zenner PMNR09 or Approved Equal, as per Specifications

Item	**IND2122200B1--01-20 - Group 1: Meter Reclaimed, 2 Inch lead free brass flanged ends multi-jet with test port**
Lot Description	**Group 1**
Quantity	**1 each**
Unit Price	
Manufacturer Offered	
Model Name	
Part Number	
Delivery (Calendar Days)	
Warranty Main Case (Years)	
Delivery Location	**Broward County Board of County Commissioners** EV0055 WATER AND WASTEWATER SERVICES WAREHOUSE (954) 831-0813 2555 W COPANS ROAD

POMPANO BEACH FL 33069
Qty 1

Description
Meter, Reclaimed, 2 inch lead free brass, flanged ends multi-jet with a test port meeting NSF-61 certification, Zenner PMNR12 or Approved Equal, as per Specifications

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Item	**IND2122200B1--01-21 - Group 1: Meter Reclaimed, 3 Inch lead free brass turbine with bolt-on strainer and test p**
Lot Description	**Group 1**
Quantity	**1 each**
Unit Price	
Manufacturer Offered	
Model Name	
Part Number	
Delivery (Calendar Days)	
Warranty Main Case (Years)	
Delivery Location	**Broward County Board of County Commissioners**

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Qty 1

Description
Meter, Reclaimed, 3 inch lead free brass turbine with bolt-on strainer and test port meeting NSF-61 certification, Zenner PMTBR03 or Approved Equal, as per Specifications

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Item	**IND2122200B1--01-22 - Group 1: Meter Reclaimed, 4 Inch lead free brass turbine with bolt-on strainer & test por**
Lot Description	**Group 1**
Quantity	**1 each**
Unit Price	
Manufacturer Offered	
Model Name	
Part Number	
Delivery (Calendar Days)	
Warranty Main Case (Years)	
Delivery Location	**Broward County Board of County Commissioners**

EV0055
WATER AND WASTEWATER SERVICES

WAREHOUSE (954) 831-0813
2555 W COPANS ROAD
POMPANO BEACH FL 33069
Qty 1

Description
Meter, Reclaimed, 4 inch lead free brass turbine with bolt-on strainer and test port meeting NSF-61 certification, Zenner PMTBR04 or Approved Equal, as per Specifications

Item	**IND2122200B1--01-23 - Group 1: Meter Reclaimed, 6 Inch lead free brass turbine with bolt-on strainer & test por**
Lot Description	**Group 1**
Quantity	**1 each**
Unit Price	
Manufacturer Offered	
Model Name	
Part Number	
Delivery (Calendar Days)	
Warranty Main Case (Years)	
Delivery Location	**Broward County Board of County Commissioners**

EV0055
WATER AND WASTEWATER SERVICES
WAREHOUSE (954) 831-0813
2555 W COPANS ROAD
POMPANO BEACH FL 33069
Qty 1

Description
Meter, Reclaimed, 6 inch lead free brass turbine with bolt-on strainer and test port meeting NSF-61 certification, Zenner PMTBR06 or Approved Equal, as per Specifications

Item	**IND2122200B1--01-24 - Group 1: Meter Reclaimed, 8 Inch lead free brass turbine with bolt-on strainer & test por**
Lot Description	**Group 1**
Quantity	**1 each**
Unit Price	
Manufacturer Offered	
Model Name	
Part Number	
Delivery (Calendar Days)	
Warranty Main Case (Years)	
Delivery Location	**Broward County Board of County Commissioners**

EV0055
WATER AND WASTEWATER SERVICES
WAREHOUSE (954) 831-0813
2555 W COPANS ROAD
POMPANO BEACH FL 33069
Qty 1

Description
Meter, Reclaimed, 8 inch lead free brass turbine with bolt-on strainer and test port meeting NSF-61 certification, Zenner PMTBR08 or Approved Equal, as per Specifications

Item	**IND2122200B1--01-25 - Group 1: Meter Fire Service, 10 Inch X 2 Inch lead free brass with test port**
Lot Description	**Group 1**
Quantity	**1 each**
Unit Price	
Manufacturer Offered	
Model Name	
Part Number	
Delivery (Calendar Days)	
Warranty Main Case (Years)	
Delivery Location	**Broward County Board of County Commissioners**

EV0055
WATER AND WASTEWATER SERVICES
WAREHOUSE (954) 831-0813
2555 W COPANS ROAD
POMPANO BEACH FL 33069
Qty 1

Description
Meter, Fire Service, 10 inch X 2 inch lead free brass with test port (10 inch shall be a turbine and the 2 inch shall be a multi-jet) meeting NSF-61 certification, Zenner PFS010X4 or Approved Equal, as per Specifications

Item	**IND2122200B1--01-26 - Group 1: Meter Fire Service, 8 Inch X 2 Inch lead free brass with test port**
Lot Description	**Group 1**
Quantity	**1 each**
Unit Price	
Manufacturer Offered	
Model Name	
Part Number	
Delivery (Calendar Days)	
Warranty Main Case (Years)	
Delivery Location	**Broward County Board of County Commissioners**

EV0055
WATER AND WASTEWATER SERVICES
WAREHOUSE (954) 831-0813
2555 W COPANS ROAD
POMPANO BEACH FL 33069
Qty 1

Description
Meter, Fire Service, 8 inch X 2 inch lead free brass with test port (8 inch shall be a turbine and the 2 inch shall be a multi-jet) meeting NSF-61 certification, Zenner PF508X4 or Approved Equal, as per Specifications

Item	**IND2122200B1--01-27 - Group 1: Meter Fire Service, 6 Inch X 2 Inch lead free brass with test port**
Lot Description	**Group 1**
Quantity	**1 each**
Unit Price	
Manufacturer Offered	
Model Name	
Part Number	
Delivery (Calendar Days)	
Warranty Main Case (Years)	
Delivery Location	**Broward County Board of County Commissioners**

EV0055
WATER AND WASTEWATER SERVICES
WAREHOUSE (954) 831-0813
2555 W COPANS ROAD
POMPANO BEACH FL 33069
Qty 1

Description
Meter, Fire Service, 6 inch X 2 inch lead free brass with test port (6 inch shall be a turbine and the 2 inch shall be a multi-jet) meeting NSF-61 certification, Zenner PMC06 or Approved Equal, as per Specifications

Item	**IND2122200B1--01-28 - Group 1: Meter Fire Service, 4 Inch X 1 1/2 Inch lead free brass with test port**
Lot Description	**Group 1**
Quantity	**1 each**
Unit Price	
Manufacturer Offered	
Model Name	
Part Number	
Delivery (Calendar Days)	
Warranty Main Case (Years)	
Delivery Location	**Broward County Board of County Commissioners**

EV0055
WATER AND WASTEWATER SERVICES
WAREHOUSE (954) 831-0813
2555 W COPANS ROAD
POMPANO BEACH FL 33069
Qty 1

Description
Meter, Fire Service, 4 inch X 1 1/2 inch lead free brass with test port (4 inch shall be a turbine and the 1 1/2 inch shall be a multi-jet) meeting NSF-61 certification, Zenner PFS04X2 or Approved Equal, as per Specifications

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Item	**IND2122200B1--01-29 - Group 1: Meter Fire Service, 3 Inch X 1 Inch lead free brass with test port**
Lot Description	**Group 1**
Quantity	**1 each**
Unit Price	
Manufacturer Offered	
Model Name	
Part Number	
Delivery (Calendar Days)	
Warranty Main Case (Years)	
Delivery Location	**Broward County Board of County Commissioners**

EV0055
WATER AND WASTEWATER SERVICES
WAREHOUSE (954) 831-0813
2555 W COPANS ROAD
POMPANO BEACH FL 33069
Qty 1

Description
Meter, Fire Service, 3 inch X 1 inch lead free brass with test port (3 inch shall be a turbine and the 1 inch shall be a multi-jet) meeting NSF-61 certification, Zenner PMC3 or Approved Equal, as per Specifications

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Item	**IND2122200B1--01-30 - Group 1: Meter Residential Fire Service, 2 Inch lead free brass multi-jet**
Lot Description	**Group 1**
Quantity	**1 each**
Unit Price	
Manufacturer Offered	
Model Name	
Part Number	
Delivery (Calendar Days)	
Warranty Main Case (Years)	
Delivery Location	**Broward County Board of County Commissioners**

EV0055
WATER AND WASTEWATER SERVICES
WAREHOUSE (954) 831-0813
2555 W COPANS ROAD
POMPANO BEACH FL 33069
Qty 1

Description
Meter, Residential Fire Service, 2 inch lead free brass multi-jet with a red register lid meeting NSF-61 certification, Zenner PMN12 or Approved Equal, as per Specifications

Item	**IND2122200B1--01-31 - Group 1: Meter Residential Fire Service, 1 1/2 Inch lead free brass multi-jet**
Lot Description	**Group 1**
Quantity	**1 each**
Unit Price	
Manufacturer Offered	
Model Name	
Part Number	
Delivery (Calendar Days)	
Warranty Main Case (Years)	
Delivery Location	**Broward County Board of County Commissioners**

EV0055
WATER AND WASTEWATER SERVICES
WAREHOUSE (954) 831-0813
2555 W COPANS ROAD
POMPANO BEACH FL 33069
Qty 1

Description
Meter, Residential Fire Service, 1 1/2 inch lead free brass multi-jet with a red register lid meeting NSF-61 certification, Zenner PMF09 or Approved Equal, as per Specifications

Item	**IND2122200B1--01-32 - Group 1: Meter Residential Fire Service, 1 Inch lead free brass multi-jet**
Lot Description	**Group 1**
Quantity	**1 each**
Unit Price	
Manufacturer Offered	
Model Name	
Part Number	
Delivery (Calendar Days)	
Warranty Main Case (Years)	
Delivery Location	**Broward County Board of County Commissioners**

EV0055
WATER AND WASTEWATER SERVICES
WAREHOUSE (954) 831-0813
2555 W COPANS ROAD
POMPANO BEACH FL 33069
Qty 1

Description
Meter, Residential Fire Service, 1 inch lead free brass multi-jet with a red register lid meeting NSF-61 certification, Zenner PMF07 or Approved Equal, as per Specifications

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Item	**IND2122200B1--01-33 - Group 1: Meter residential Fire Service, 5/8 Inch lead free brass positive displacement**
Lot Description	**Group 1**
Quantity	**1 each**
Unit Price	
Manufacturer Offered	
Model Name	
Part Number	
Delivery (Calendar Days)	
Warranty Main Case (Years)	
Delivery Location	**Broward County Board of County Commissioners**

EV0055
WATER AND WASTEWATER SERVICES
WAREHOUSE (954) 831-0813
2555 W COPANS ROAD
POMPANO BEACH FL 33069
Qty 1

Description
Meter, Residential Fire Service, 5/8inch lead free brass multi-jet with a red register lid meeting NSF-61 certification, Zenner PMF03 or Approved Equal, as per Specifications

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Item	**IND2122200B1--01-34 - Group 1: Discount off of list price - $5,000**
Lot Description	**Group 1**
Quantity	**1 contract**
Percentage	
Delivery (Calendar Days)	
Warranty (Years)	
Delivery Location	**Broward County Board of County Commissioners**

EV0055
WATER AND WASTEWATER SERVICES
WAREHOUSE (954) 831-0813
2555 W COPANS ROAD

POMPANO BEACH FL 33069

Qty 1

Description

Discount off of list price for any additional parts not listed in the line items as per Specifications. Estimated annual value is $5,000.

Specifications and Requirements
Water Meters and Repair Parts

1. **Scope**:
   This project is for an open-end contract for the purchase of new, not used or refurbished, water meters and water meter repair parts for Water and Wastewater Services. These meters are used to accurately measure the consumption of water by commercial and residential customers for billing purposes and are critical to the County's operation. No installation is required for this solicitation.

   The specifications may reference pre-approved manufacturer's product models which meet the described minimum requirements. However, products installed in Water and Wastewater Service systems are not limited to those identified as pre-approved. The pre-approved list is ***not*** an exclusive collection of authorized products. Equivalent manufacturers are encouraged to submit their products' technical information for review and approval. Upon conclusion of the review, the products may become listed as pre-approved. (See Attachment "A" – Water Meter Products)

   Bidders offering alternate manufacturer's water meters that meet the minimum requirements must submit technical information for consideration. This information should be submitted with the bid response, however, must be submitted within three (3) business days when requested by the County. Products listed as pre-approved do not require the submittal of technical information for approval.

2. **Definition**:

ANSI	-	American National Standard Institute
AWWA	-	American Water Works Association
F	-	Fahrenheit
MSRP	-	Manufacturer Suggested Retail Price
NSF	-	National Sanitation Foundation
WWS	-	Water and Wastewater Services

3. **General Requirements:**
   3.1. This contract is intended for the purchase of water meters and repair parts for maintenance, repair and operations only, and is not intended for large construction or major renovation projects.
   3.2. Only new water meters and repair parts will be considered, no used or refurbished meters and parts will be allowed.
   3.3. Awarded bidder shall provide technical assistance and troubleshooting of all model water meters at no additional charge to the County.

4. **Bidder Qualification Requirements**:
   4.1. Bidders shall be fully capable dealers, distributors, or manufacturers who are regularly engaged in the sale of water meters as specified in this solicitation.
   4.2. Only manufacturer authorized dealers/sellers will be eligible to provide products on behalf of the manufacturer through this solicitation. The County may request, and the bidder shall provide, supporting information and/or documentation attesting to this requirement. By submitting a response, bidder certifies that it satisfies this, and all criteria specified in the solicitation documents. Failure to be an authorized dealer/seller of the manufacturer at the time of bid opening will result in your bid being deemed non-responsive. Failure to supply this supporting information and/or documentation within

three (3) business days of request by the County may result in your bid being deemed non-responsive.

4.3. County will be the sole judge in determining Bidder is adequately meeting this requirement.

5. Specifications:

5.1. Materials:

5.1.1. Main cases shall be composed of NSF 61, lead free, brass material and be certified under NSF standard 61 and shall have NSF 61 molded on the body in raised lettering and non-corrosive metal, male threaded end connections. Meters greater than one (1) inch in size shall all come with flanged ends.

5.1.2. All materials used in the construction of the main cases shall have sufficient dimensional stability to retain operating clearances at working temperatures up to 105 degrees F.

5.1.3. The bidder shall provide a manufacturer's warranty for the main case for a minimum period of 15 years or for 1.5 million gallons of water consumption (whichever comes first) for sizes 5/8-inch to 1-inch. For meters sizes 1 1/2-inch and 2-inch, a warranty of 15 years or 15 million gallons of water consumption (whichever comes first) from the date of final acceptance by the County. For meter sizes greater than 2-inch, a warranty of 15 years or 50 million gallons of water consumption (whichever comes first) from the date of final acceptance by the County.

5.1.4. The meter serial number shall be permanently engraved on the main case of the meter on a flat serial number pad parallel to the face of the register and on the bronze/brass body of the meter so that it is easily visible within the meter pit and will not wear down after installation.

5.1.5. The meter serial number shall begin with the last two digits of the year they were ordered and proceed with the next two digits indicating the size. For example: meter ordered in 2020 with a size of 5/8-inch shall have a serial number beginning with 2058XXXX. 3/4-inch meter would be 2075XXXX; 1-inch meter would be 2001XXXX, and 1 1/2-inch would be 2015XXXX, 2-inch meter would be 2002XXXX thereon after up to sizes of 10-inch and greater.

5.1.5.1. For fire services meters, the serial number must begin with the letter "F" before the actual serial number. For example: a fire service 5/8-inch meter would read, F2058XXXX.

5.1.5.2. For reclaimed meters, the serial number must begin with the letter "R" before the actual serial number. For example: a reclaimed 5/8-inch meter would read, R2058XXXX.

5.1.6. Meters shall be of split case bottom entry design for 5/8-inch through 2-inches.

5.1.7. Meter body shall be designed with a minimum four bolt connection to the bottom plate so that any expansion due to pressure will not allow the bottom plate to loosen.

5.1.8. All 5/8-inch meters shall have a lay length of 7 1/2-inches long. All 1-inch meters shall have a lay length of 10 3/4-inches long and not exceed those lay lengths unless approved by the WWS Project Manager in writing.

5.2. Head Loss:

5.2.1. Meters shall not exceed the pressure loss standards set forth in the AWWA.

5.3. Measuring Chamber:
- 5.3.1. Measuring chamber shall be AWWA compliant.
- 5.3.2. Chamber shall be of the nutating disc or oscillating piston style for all positive displacement meters.
- 5.3.3. If applicable, the chamber magnet shall be a minimum four-pole magnet.
- 5.3.4. If applicable, the measuring chamber shall be locked into place with a chamber retainer.

5.4. Accuracy:
- 5.4.1. Meters shall be 100 percent factory tested for accuracy and have the factory test results provided with the shipment **AND** Vendor is to provide an Microsoft Excel Sheet (version 2010 or higher) to the County Project Manager via email to wwsbaseone@broward.org with all of the meter testing results performed by the manufacturer on each meter before it is shipped to the County. The Excel sheet must contain the meter serial number, date of test, Gallons Per Minute, number of tests and all flow rates tested, along with the before and after meter reading.
- 5.4.2. Meters shall be pressure tested in accordance with AWWA standards to ensure against leakage.

5.5. Strainers:
- 5.5.1. All meters shall have non-corrosive strainer screens installed in the meter for sizes 5/8-inch through 2-inches.
- 5.5.2. All meter sizes greater than 2-inches shall have bolt on strainers.
- 5.5.3. Strainers shall be rigid, fit easily, be easy to remove, and shall have an effective straining area at least twice that of the inlet opening.

5.6. Register Assembly:
- 5.6.1. The register shall be magnetic driven with internal gearing and mechanically driven six-wheel odometer for sizes 5/8-inch through 1-inch, shall read in US gallons and shall be permanently sealed by the manufacturer.
- 5.6.2. Sizes 1 1/2-inch through 3-inches shall have seven mechanically driven wheels on the odometer. Sizes 4-inches through 10-inches shall have eight mechanically driven wheels on the odometer.
- 5.6.3. The register shall provide for visual registration at the meter.
- 5.6.4. The moving odometer number wheels shall be of contracting colors with all digits 1,000 gallons and higher being white wheels with black lettering.
- 5.6.5. The numerals on the number wheels of the register shall not be less than 1/4-inch height and should be legible at a minimum 45-degree angle.
- 5.6.6. Registers shall incorporate a center sweep test hand and a low flow indicator.
- 5.6.7. The register shall be secured to the meter main case by a tamper resistant mechanism or casing protecting against unauthorized removal of the register. The tamper resistant mechanism shall be lead seal and/or a unique screw that requires a special tool to remove the register.
- 5.6.8. Direct reading registers shall be housed within a domed register glass to prevent buildup utilizing an engineered, heat treated glass to prevent scratching. Flat glass or beveled register glass will not be accepted.
- 5.6.9. A register and/or meter ID number shall be clearly imprinted (See Section 5.1 Materials for more details) on the top of the register for field identification and must be capable of being removed while the meter is in service without the need to remove or access the measuring chamber.

5.6.10. All meters shall read in US gallons.

5.7. Reclaimed Meters:
- 5.7.1. Special markings: Shall have a colored lid, (pantone purple 522C), shroud, register (pantone purple), and a lead-free brass main case that meets NSF 61.
- 5.7.2. The word "RECLAIMED" is cast or engraved in the meter body and printed on the register dial face and lid.
- 5.7.3. All reclaimed meters sizes 5/8-inch through 2-inches must be multi-jet meters.
- 5.7.4. The non-potable water symbol is displayed on register lid.
- 5.7.5. The chamber assembly has designation for non-potable water only.
- 5.7.6. Register type shall meet the same types of registration and reading system as the potable water meter line.

5.8. Fire Service Meters:
- 5.8.1. Special markings: shall have a colored lid, (red), shroud, register, and a lead-free brass main case that meets NSF 61.
- 5.8.2. Register type shall meet the same types of registration and reading systems as the potable water meter line.

6. Fixed Percentage Discount Off Catalogs/Price Lists:

6.1. Bidder shall indicate in all spaces provided on the Item Response Form, their single fixed discount from the most current manufacturer's price list. That percentage discount will be used for the term of the contract.

6.2. The Bidder should provide a copy of the most current Manufacturer's Published Price List as part of the solicitation package, in a spreadsheet format or, as an alternative, provide an internet web link. If a CD or internet web link is not available, a printed copy of Price List shall be submitted within five (5) business days at the request of the County. The Price List must clearly indicate:

- 6.2.1. The Catalog or Published Price List Number
- 6.2.2. The Effective Date
- 6.2.3. The Column Pricing Quote
- 6.2.4. Internet Web Link: _____

6.3. If a catalog is updated by the Manufacturer, the current copy of that price list/catalog should be sent to the County, unless the published price listing is available on-line and can be easily found and identified by County personnel.

6.4. If Manufacturer's Published Price List is not available, one of the following shall be provided:

- 6.4.1. Manufacturer suggested retail price (MSRP).
- 6.4.2. Letter from the Manufacturer with description and their list price.

6.5. Percentage mark-ups are not accepted.

7. Warranty:

7.1. Manufacturer warranty period for new meters will be in accordance with Section 5.1.3.

7.2. At a minimum one (1) year standard manufacturer warranty for repair parts.

7.3. A copy of the manufacturer's standard warranty will be in the County's name and provided at time of delivery.

7.4. Warranty shall begin on date of shipment received by WWS.

8. Invoices/Payments:

8.1. Invoices shall include the County Purchase Order number, brand name, make/model, description, unit price, quantity, and extended price.

8.2. Payment will be processed after commodities/services have been received, accepted and properly invoiced.

8.3. In order to ensure prompt payment, all invoices and backup documentation must be emailed to AccountsPayable@Broward.org and a copy to the technical contact listed on the purchase order.

8.4. Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section No. 1-51.6, Broward County Code of Ordinances.

9. Delivery:

9.1. All prices must be bid FOB destination, freight included in the price. No additional charges will be allowed.

9.2. All items must be delivered on pallet(s).

9.2.1. All pallets must be clearly marked indicating size of item and quantity.
9.2.2. Pallets must be shrink-wrapped.
9.2.3. Shipment/pallets not securely palletized will not be received.
9.2.4. Shipments/pallets are not to exceed a maximum of 3,500 pounds or they will not be received.
9.2.5. Mixed shipments/pallets will not be received.
9.2.6. Shipments/pallets are not to be higher than five (5) feet from the bottom of the pallet to the top of the product.

9.3. Delivery is desired within 30 calendar days after receipt of purchase order.

9.4. In the event products cannot be delivered within 30 calendar days, the Vendor shall notify the County with the reason for the delay and provide the revised delivery date. The County reserves the right to terminate the purchase order or procure the item elsewhere, in the event the delay in delivery is deemed unacceptable. The County contact name, phone number and email address will be provided on each purchase order.

9.5. Vendor shall provide proof of availability upon the County's request.

9.6. Delivery to be performed during normal business hours, Monday thru Friday, 8:00 a.m. to 3:00 p.m., except County holidays.

9.7. Delivery must be made to:

Broward County Water and Wastewater Services
ATTN: Warehouse
2555 West Copans Road
Pompano Beach, FL 33069

10. Notice of Non-Compliance (Vendor Complaints):

Formal Vendor Complaints made by users copying the Purchasing Division are to be corrected within the deadline specified in the formal complaint. Written response to the Purchasing Division and the Using Division is required. Failure to properly resolve complaints in a timely manner may result in the cancellation of this contract.

Water & Wastewater Services
Engineering Division
2555 West Copans Road
Pompano Beach, Florida
33069
Tel 954-831-0745
FAX 954-831-0798

PRODUCT SPE

COMPOUND FIRELINE WATER METERS

Minimum Requirements:

- Shall meet or exceed ANSI/NSF 61, latest revision.
- Shall meet or exceed the requirements of AWWA C703, latest revision.
- Shall be UL listed or FM approved.
- Flanges shall meet ANSI 16.1 (latest revision) Class 125.
- Main case material shall be bronze, cast iron, or ductile iron.
- Bypass meter casing material shall be bronze*.
- The high-capacity and by-pass meter registers shall have a magnetic drive.
- The register shall be permanently sealed, tamper resistant, and have a standard gear ratio for interchangeability.
- Operating pressure shall be 150 psi, minimum.
- Transition between the low-flow and main-line meter shall be controlled by an internal, automatic device.*

*Not required for Sensus Omni F2 as it does not have an external bypass meter.

Note:

- Compound fire line water meters are intended for use where an extremely wide flow range is required and where measurement of both domestic and fire service water usage is desired.

PRE-APPROVED MANUFACTURERS:

- SENSUS (Omni F2)
- HERSEY METERS (Model FM3)

Date: June 8, 2017
Date Last Issued: January 23, 2013
Date First Issued: June 23, 2010
Standard Detail:

Sheet Number	6.1

1813

Water & Wastewater Services
Engineering Division
2555 West Copans Road
Pompano Beach, Florida
33069
Tel 954-831-0745
FAX 954-831-0798

PRODUCT SPE

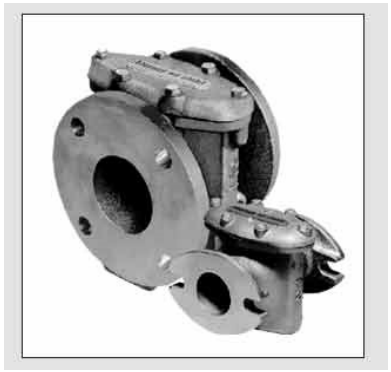
WATER METERS (3”, 4”, 6”, 8”)

Minimum Requirements:

- Shall meet or exceed ANSI/NSF 61, latest revision.
- Shall meet or exceed AWWA C701, latest revision.
- Meters shall be the Class II turbine type meter assembly.
- Main case material shall be bronze or epoxy coated ductile iron.
- Strainer body material shall be bronze or epoxy coated ductile iron or cast iron.
- Strainer and fastener material shall be stainless steel (Type 304 minimum).
- Registers shall be permanently sealed, tamper resistant, with a straight reading odometer type display.
- Meters shall have a direct magnetic drive.
- Shall be designed so maximum continuous flow rates may be exceeded up to a minimum of 25% for intermittent periods.
- Flanges shall meet to ANSI B16.1 (latest revision), Class 125 or Class 150.
- Working pressure shall be 175 psi, minimum.

Note:

- A strainer is required upstream of the meter.
- The strainer screen area shall have a minimum net open area of at least 2 times the pipe opening.



PRE-APPROVED MANUFACTURERS:

- HERSEY-METERS (HORIZON)
- SENSUS (Omni T2)
- ZENNER PMCB03
- ZENNER PMCB04

Date: June 8, 2017
Date Last Issued: January 23, 2013
Date First Issued: June 23, 2010
Standard Detail:

Sheet Number	6.2

Water & Wastewater Services
Engineering Division
2555 West Copans Road
Pompano Beach, Florida
33069
Tel 954-831-0745
FAX 954-831-0798

PRODUCT SPE

FIRE PROTECTION BY-PASS METERS (1”)

Minimum Requirements:

- Shall meet or exceed the Minimum Requirements for Service Meter (5/8”, 1”, 1 1/2”, 2”), Product Specification Sheet 6.4.

PRE-APPROVED MANUFACTURERS:

- BADGER (Model 25 [5/8”]; Model 70 [1”]; Model 120 [1-1/2”] and Model 170 [2”]).
- NEPTUNE (Model T-10 [all sizes])

Date: June 8, 2017
Date Last Issued: June 23, 2010
Date First Issued: June 23, 2010
Standard Detail: 226, 235, 237

Sheet Number	6.3

Water & Wastewater Services
Engineering Division
2555 West Copans Road
Pompano Beach, Florida
33069
Tel 954-831-0745
FAX 954-831-0798

PRODUCT SPE

SERVICE METERS (5/8", 1", 1-1/2", 2")

Minimum Requirements:

- Main case material for 5/8" to 2" meters shall be ANSI/NSF 61 (latest edition) approved and shall be certified lead free bronze or brass.
- Main case shall have ANSI/NSF 61 (latest edition) molded on the body in raised lettering.
- Main case shall have non-corrosive metal, male threaded end connections for 5/8" and 1" meters and flanged end connections for 1-1/2" and 2" meters.
- The manufacturer shall warranty bronze or brass main cases for a period of fifteen years from the date of final acceptance by the County.
- All materials used in the construction of the main case shall have sufficient dimensional stability to retain operating clearances at working temperatures up to 105 degrees F.
- The meter serial number shall be engraved onto the main case of the meter on a flat serial number pad parallel to the face of the register so that it is easily visible within the meter box and will not wear down after installation.
- The meter serial number shall begin with the last two digits of the year of manufacture. For example, meter manufactured in 2010 shall have a serial number beginning with 10XXXXX.
- The meter size, model number, manufacturer, and direction of flow shall be molded in raised lettering on the main case.
- Meters shall be of split case bottom entry design for sizes 5/8" and 1".
- Meter bodies shall incorporate non–corrosive metal end connections with male threads of the proper size for easy installation and compatibility with existing metal meter couplings. Plastic threads or end connections will not be accepted. Non-corrosive metal end connections shall be permanently bonded to the meter.
- Meter bodies shall be designed with a minimum 4-bolt threaded connection to the bottom plate so that any expansion due to pressure will not allow the bottom plate to loosen. Female threaded meter body connections to the bottom plate will not be accepted.
- The measuring chamber shall be AWWA compliant to current standards.
- The chamber shall be of the nutating disc or oscillating piston style.
- The chamber magnet shall be a minimum 4-pole magnet an the measuring chamber shall be locked into place with a chamber retainer, as applicable.
- Meters shall meet or exceed AWWA C700 (latest revision) requirements for pressure loss and accuracy. Accuracy requirements shall be met for a period of 5 years from the date of installation.
- Meters shall be 100% factory tested for accuracy and results shall be provided upon request.

PRE-APPROVED MANUFACTURERS:

See Next Page

Date: See Next Page
Date Last Issued: See Next Page
Date First Issued: See Next Page
Standard Detail: See Next Page

Sheet Number	6.4

1816

Water & Wastewater Services
Engineering Division
2555 West Copans Road
Pompano Beach, Florida
33069
Tel 954-831-0745
FAX 954-831-0798

PRODUCT SPE

SERVICE METERS (5/8", 1", 1-1/2", 2")

Minimum Requirements (Cont'd):

- All meters requiring strainers shall be provided with non-corrosive strainer screens installed in the meter.
- Strainers shall be rigid, fit snugly, be easy to remove, and shall have an effective straining area at least twice that of the inlet opening.
- The register shall be magnetically driven with internal gearing and mechanically driven 6-wheel odometer, read in US gallons, and be permanently sealed by the manufacturer.
- The register shall provide for visual registration at the meter.
- The moving odometer wheels shall be of contrasting colors. All digits 1000 gallons and higher must be white wheels with black lettering.
- The numerals on the number wheels of the register shall not be less than 1/4 in height and should be legible at a 45 degree angle.
- Registers shall incorporate a center sweep test hand and a low flow indicator.
- The register shall be secured to the meter main case by a tamper resistant mechanism or casing protection against unauthorized removal of the register and be interchangeable with meters of the same size.
- Direct reading registers shall be housed within an engineered, heat treated glass to prevent scratching.
- Register box shall be made of bronze, brass or an engineered plastic and have a box lid with stainless steel (Type 304 minimum) hinge pins.
- A register and/or meter ID number shall be clearly imprinted on the top of the register and must be capable of being removed while the meter is in service without the need to remove or access the measuring chamber.

PRE-APPROVED MANUFACTURERS:

- BADGER (Model 25 [5/8"]; Model 70 [1"]; Model 120 [1-1/2"] and Model 170 [2"]).
- NEPTUNE (Model T-10 [all sizes])

Date: June 8, 2017
Date Last Issued: January 23, 2013
Date First Issued: June 23, 2010
Standard Detail: 224, 226, 227, 228

Sheet Number	6.4 (Cont'd)

REQUESTS FOR APPROVED EQUALS FORM

Potential Vendors may submit for the County's consideration for a determination of approved equal status. Requests for Approved Equals must be submitted on the below form and delivered by email to the Purchasing Agent, no later than date and time listed in **Special Instructions to Vendors.** The County's response to Requests for Approved Equals will be issued by addendum. Do not submit this form through BidSync.

Vendor shall submit with this form any relevant product literature in order to demonstrate that the product meets all the solicitation requirements. County is not obligated to review incomplete requests.

Vendor to complete the following:

Vendor Name: _____

Contact Name/Title: _____

E-mail: _____ Phone: _____

Solicitation No.: _____ Solicitation Title: _____

Request No.: _____ Ref. Page No.: _____ Ref. Specification No.: _____

Specification Requirement from solicitation:

_____

_____

Request for Approved Equal:

Manufacturer Offered: _____

Model No./Product: _____

Description of product offered for approved equal:

_____

_____

_____

_____

Product Literature is attached to this form? ☐ Yes ☐ No

For Broward County Use Only

Broward County Response: ☐ Approved ☐ Not Approved

Reasons: _____

_____

SPECIAL INSTRUCTIONS TO VENDORS (IN ADDITION TO GENERAL CONDITIONS)

Water Meters and Repair Parts

A. Scope:
Vendors are invited to respond for an open-end contract to furnish Water Meters and Repair Parts for Water & Wastewater Services and various other Broward County agencies that may have need of these services and products.

The initial contract period shall start on date of award, or upon expiration of the current contract (currently September 24, 2021), whichever is later and shall terminate one year from that date. The Director of Purchasing may renew this contract for two, one year periods subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the County. Notification of Intent to Renew will be sent in advance of expiration date of this contract. The Vendor will complete delivery and the County will receive delivery on any orders mailed to the Vendor prior to the date of expiration.

All discounts, prices, terms and conditions shall remain fixed for the initial period of the contract. In addition, all prices, terms and conditions shall remain fixed for the renewal period of the contract. There will be no allowable price escalations for fuel costs throughout any contract period(s), unless otherwise specified in this document.

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The Board of County Commissioners reserves the right to: issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of direct purchase orders by various County agencies, make random, open market purchases for any or all of the item(s) on any open end contract or, any combination of the preceding. No delivery shall become due or be acceptable without a written order by the County, unless otherwise provided for in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

B. Specifications and Requirements:
Specifications and Requirements, are included hereto and made a part hereof. Whenever the Technical Specifications address a third party (i.e. manufacturer, applicator, subcontractor, etc.) it is to be construed as the Vendor through the third party.

The product offered by the Vendor must on an overall basis be equal or greater in quality or performance than the Specifications and Requirements. Broward County reserves the right to be the sole judge of what is equal and acceptable. Submittals which do not comply with Specifications and Requirements are subject to rejection.

Vendor should submit with the bid photographs, drawings, current manufacturer's catalogues, or product literature on items offered. However, this information must be submitted within three calendar days when requested by Broward County Purchasing Division. Literature should be clearly marked as to each item number. Failure on the part of the vendor to submit the requested literature and/or catalogues may result in their bid being declared non-responsive.

C. Requests for Approved Equals:
Potential Vendor may submit for the County’s consideration, prior to due date of solicitations, for a determination of approved equal status. **Requests for Approved Equals** must be submitted on the form and delivered by email to the Purchasing Agent, no later than 5:00 p.m. EST on the

date specified in the Bid Comments. Late requests will not be considered. The County's response to Requests for Approved Equals will be issued by addendum.

D. Office of Economic and Small Business Requirements:
Not applicable to this solicitation.

E. Federal Transit Administration Requirements:
Not applicable to this solicitation.

F. Vendor Responsibilities:
The Vendor will be responsible for the provision, installation (if applicable, per Specifications and Requirements) and performance of all equipment, materials, services, etc. offered in his or her submittal. The Vendor is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of his or her own manufacture.

Vendor shall perform the Work with its own organization, amounting to not less than 100 percent of the Contract Price.

GENERAL CONDITIONS
Quotation Requests and Invitations for Bids

These General Conditions apply to every Quotation Requests ("RFQs") and Invitations for Bid ("IFBs") (each a "solicitation") issued by Broward County (the "County") unless the County deletes, supersedes, or modifies any of these General Conditions for a particular solicitation by indicating such change in the Special Instructions to Vendors. The submission by any vendor ("Vendor") of a response to the solicitation ("response") constitutes Vendor's offer to contract to the County and includes as a material part of that offer Vendor's agreement that these General Conditions, along with all other provisions included in the solicitation and the pricing stated in Vendor's response, will constitute the contract between the Vendor awarded the solicitation ("Contractor") and the County, and shall prevail over any conflicting provision in any quotation, standard form contract, or other document of the Contractor, regardless of any language in such document(s) to the contrary. Any modification to these General Conditions or the language of the solicitation by Vendor is prohibited, unenforceable, and may render Vendor's response nonresponsive.

A. GENERAL PROVISIONS

1. Effect of Vendor's Signature on Vendor's Response:

By Vendor including its digital or electronic signature on its response to this solicitation:

(a) Vendor represents and certifies that the representations in Section A.2 of these General Conditions are true and accurate;

(b) Vendor acknowledges, accepts, and agrees that this solicitation is governed by the Terms and Conditions of the Solicitation stated herein; and

(c) **VENDOR ACKNOWLEDGES, ACCEPTS, AND AGREES THAT, IF AWARDED THE SOLICITATION BY THE COUNTY'S ACCEPTANCE OF VENDOR'S OFFER AS SET FORTH IN ITS RESPONSE TO THE SOLICITATION, VENDOR IS LEGALLY BOUND TO THESE GENERAL CONDITIONS, SPECIAL INSTRUCTIONS, AND THE SPECIFICATIONS OF THIS SOLICITATION, INCLUDING WITHOUT LIMITATION THE TERMS AND CONDITIONS OF CONTRACT STATED HEREIN.**

2. Vendor Representations and Certifications

Vendor represents and certifies the following:

(a) The individual submitting this form is authorized to sign the response on Vendor's behalf and has actual legal authority to bind Vendor to the solicitation's terms. Vendor acknowledges and agrees that electronic signatures or digital signatures shall have the same legal effect as a handwritten signature.

(b) Vendor's response is made without prior understanding, agreement, or connection with any other vendor submitting a response to the solicitation regarding either vendor's response, and is in all respects fair and without collusion or fraud.

(c) Vendor is neither delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, nor in default of any contractual or regulatory obligation to the County.

(d) No owner, principal, officer, director, or member of Vendor is or was an owner, principal, officer, director, or member in any other firm that was suspended or debarred from doing business with Broward County within the last three (3) years, unless otherwise noted in Vendor's response.

(e) All statements, oral, written or otherwise, in Vendor's response are accurate, true, and correct. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in its response may be used by the County as a basis for rejection; rescission of contract award; or termination of the contract; and may also serve as the basis for suspension and/or debarment of Vendor pursuant the Broward County Procurement Code.

(f) Vendor represents and warrants that it possesses the knowled
financial capability required to provide and perform all goods and services required under the solicitation and that each person and entity that will provide goods or services is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such goods or services.

B. TERMS AND CONDITIONS OF THE SOLICITATION

1. Responses.

Vendors' responses must be submitted electronically through the County's designated electronic bidding system ("EBS"). It is Vendor's sole responsibility to assure its response is submitted and received through the EBS by the date and time specified in the solicitation. The County will not consider responses received by other means or after the time that solicitations are due. All timeframe references are in Eastern Time. The official time for electronic submittals is the EBS's servers, as synchronized with the atomic clock. Any response that seeks to modify or take exception to the official time shall be deemed nonresponsive.

The County is a public agency subject to Chapter 119, Florida Statutes. Unless otherwise expressly approved in advance in writing by the Purchasing Division, any material submitted in the Vendor's response will become a public document available for public inspection and copying pursuant to Section 119.071, Florida Statutes, and any claim of confidentiality or trade secret is waived with respect to any and all information included in the Vendor's response.

2. Withdrawal.

Vendors may not withdraw their responses after the deadline for responses to the solicitation and before the expiration of 120 days after the date of opening responses to the solicitation. Any response that seeks to modify or take exception to the 120-day requirement shall be deemed nonresponsive.

3. Bid Opening (Invitation for Bids only).

All responses to Invitations for Bids shall be publicly opened in the public domain or as otherwise designated in the solicitation. The Purchasing Division will decrypt responses received in the EBS immediately following the deadline for bid responses.

4. Cancellation of Bids:

The County may cancel a solicitation before or after bid opening in its sole discretion, for any reason or no reason.

5. Addenda:

The County reserves the right to amend this solicitation prior to the deadline for Vendor responses by issuing written addenda to the solicitation. If, upon review, a Vendor finds a nonclerical error in an addendum, that Vendor must contact the Purchasing Division immediately, prior to opening date, to allow the County to review the alleged error and to issue any clarification, if the County determines that a clarification is necessary. Responding vendors shall be responsible for obtaining and reviewing each addendum prior to the deadline for submission of responses to the solicitation. The terms of all addenda are included in the Terms and Conditions of the Solicitation.

6. Prices, Terms, and Payments:

All solicitation responses must include firm prices, which must include all handling, set up, shipping, and inside delivery charges to the destination specified in the solicitation, unless otherwise indicated in the solicitation.

(a) **Certification of Prices:** In submitting its response to this solicitat the prices it is proposing are not higher than the prices at which Vendor sells the same goods and/or services in approximately similar quantities, under similar terms and conditions, to any other purchaser.

(b) **F.O.B. Destination:** Unless otherwise specified, prices shall be provided as F.O.B. Destination, with freight, fuel, and all other costs included.

(c) **Ties:** When two or more responding Vendors offer the same pricing, the Purchasing Division will break the tied responses in accordance with the applicable provisions of the Broward County Procurement Code (the "Procurement Code").

(d) **Taxes:** The County is exempt from federal and Florida taxes on direct purchases of tangible property. The County's tax exemption number will appear on the County's purchase order. Vendor must pay all applicable sales, consumer, land use, or other similar taxes required by law.

(e) **Discounts:** Vendors may offer a cash discount for prompt payment, but such discounts will not be considered in determining the lowest net cost for evaluation purposes unless otherwise stated in the solicitation. In order to be considered for evaluation purposes, Vendors must reflect any applicable discounts in the unit prices submitted in their responses.

(f) **Mistakes:** Vendors are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure to examine all pertinent documents shall not entitle vendors to relief from any provision or any requirement of this solicitation. Mathematical errors are deemed clerical errors and are subject to correction by the County. If there is a mistake in the extension price (i.e., unit price multiplied by quantity), the unit price shall govern.

(g) **Ordering:** The County reserves the right to purchase the goods/services specified in the solicitation through contracts established by governmental agencies, consortiums, or other approved cooperatives, or through separate procurement actions conducted by the County. In addition, if the County requires delivery within a shorter period than the delivery time specified in the solicitation, and if the Contractor is unable to deliver by that time, the County may obtain such delivery from other sources without penalty or prejudice to the County. This solicitation is not for a requirements contract, and the County is not required to fulfill all of its needs for the goods/services at issue exclusively from the Contractor.

7. Awards:

If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the lowest, responsive, and responsible Vendor. The County reserves the right to make separate award(s) to one or more Vendors for individual goods/services, groups of goods/services, or all or none or any combination thereof. When a group of goods/services is specified in the solicitation, Vendor must include prices for all items within the group in its response.

A Vendor desiring to offer "No Charge" on an item in a group of goods/services must so indicate by placing a $0.00 in the offer field for that item, and enter "No Charge" in the "Notes for Buyer" section in the EBS. If a Vendor does not comply with these requirements, its response with respect to that group of goods/services will be deemed incomplete and may be rejected. However, if Vendors do not offer all items within a group, the County may issue an award on one or more items on an item-by-item basis. When a group is indicated for variable quantities and the group shows evidence of unbalanced prices, such solicitation response may be rejected. The Director of Purchasing, or the Broward County Board of County Commissioners, whichever is applicable, reserves the right to waive technicalities and irregularities and to reject any or all responses.

8. Qualifications of Vendors:

The County will only award a contract to a Vendor that is normally engaged in providing the types of commodities, services, or construction specified herein. Responding Vendors must have adequate

organization, facilities, equipment, and personnel to ensure prompt and efficient s
County reserves the right to inspect Vendor's facilities, equipment, personnel, and organization, or to take any other action necessary to determine Vendor's ability to perform in accordance with the solicitation's specifications, terms, and conditions. The County will determine whether the evidence of ability to perform is satisfactory, and reserves the right to reject responses and/or find any responding vendor nonresponsible where evidence or evaluation is determined to indicate insufficient capacity or ability to perform. The County may also consider a responding Vendor's history of any and all types of citations, orders, judgments, and/or violations, including those relating to suspensions, debarments, or environmental regulations, in determining responsibility. Responding Vendors must submit with their response a complete history of all citations and/or violations notices and dispositions thereof. Failure of the successful Vendor to submit such information may be grounds for rejection of Vendor's response or termination of Vendor's contract. Vendor shall notify the County immediately of notice of any citations, orders, judgments, or violations not included in Vendor's response that occur at any time period prior to expiration of the contract.

9. Affiliated Companies Entities of the Principal(s):

To ensure Vendor has the capability to fully perform the contract requirements, as well as the integrity and reliability that will ensure good faith performance, each Vendor must disclose in its response the names and addresses of entities with whom the principal(s) of Vendor have been affiliated at any time in the five (5) years preceding the date the solicitation was posted. Affiliated entities of the principal(s) are those entities related to Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent, or sibling entity.

10. Resolution of Protested Solicitations and Proposed Awards:

In accordance with Sections 21.118 and 21.120 of the Broward County Procurement Code, if a Vendor intends to protest a solicitation or proposed award of a contract the following shall apply:

(a) Any protest concerning the solicitation's specifications or requirements (or any addendum thereto) received by the County within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division's website. The protest must be made in writing to the Director of Purchasing, and must specify the grounds for protest.

(b) Any protest concerning a solicitation or a proposed award above the authority of the Director of Purchasing, as provided in the Procurement Code must be received by the County within five (5) business days after the posting of the recommendation for award on the Purchasing Division's website. The protest must be made in writing to the Director of Purchasing, and must specify the grounds for protest.

(c) Any protest concerning a solicitation or a proposed award within the authority of the Director of Purchasing, as provided in the Procurement Code, must be received by the County within three (3) business days after the posting of the recommendation of award on the Purchasing Division's website may protest to the Director of Purchasing. The protest must be made in writing to the Director of Purchasing, and must specify the grounds for protest.

(d) For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the timeframes specified shall constitute a waiver of the right to protest.

(e) As a condition of initiating any protest, the protestor shall present the Director of Purchasing with a nonrefundable filing fee. The filing fee shall be calculated based on the estimated contract amount. For purposes of the protest, the estimated contract amount shall be the contract amount submitted by the protestor. If no contract amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County will accept money order, certified check, or cashier's check, payable to Broward County Board of County Commissioners. The filing fees are as follows:

Estimated Contract Amount	Filing Fee
Mandatory Bid Amount - $250,000	$500
$250,001 - $500,000	$1,000

$500,001 - $5 million	$3,000
Over $5 million	$5,000

11. Public Entity Crimes & Public Business Discrimination:

Vendor represents that the submission of its response to this solicitation does not violate the Public Entity Crimes Act, Section 287.133, Florida. Vendor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Section 215.473, Florida Statutes. Vendor represents and certifies that it is not ineligible to contract with the County on any of the grounds stated in Section 287.135, Florida Statutes. Violation of this section shall result in cancellation of Vendor's contract, and may result in suspension and/or debarment.

12. State of Florida Division of Corporations Requirements:

Vendor must comply with all state and local business licensing requirements. All corporations, partnerships, and other business entities must have the authority to transact business in the State of Florida and must be in good standing with the Florida Secretary of State before responding to this solicitation. For further information, contact the Florida Department of State, Division of Corporations. A Vendor that does not comply with the provisions of this section may be deemed nonresponsive to the solicitation.

13. Cone of Silence Ordinance (Invitations for Bids):

The Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, provides that for certain time periods, Vendors and their representatives may not communicate regarding the solicitation with any County Commissioner or their staff, the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any staff person that will evaluate solicitation responses or recommend selection in this solicitation process. However, Vendors may communicate with a representative of the Office of Economic and Small Business Development ("OESBD") (telephone (954) 357-6400) at any time regarding a solicitation or regarding participation of Small Business Enterprises or County Business Enterprises in a solicitation. The Cone of Silence also permits communication with certain other County employees (for more information, refer to Section 1-266, Broward County Code of Ordinances).

(a) The Cone of Silence shall be in effect for any County Commissioner or the Commissioner's staff, commencing at the time of the opening of responses to the solicitation;

(b) The Cone of Silence shall be in effect for the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, and any person that will evaluate solicitation responses or recommend selection in this solicitation process commencing at the time of advertisement for the solicitation.

(c) The Cone of Silence terminates when the County Commission or other awarding authority takes action that concludes the solicitation.

(d) Any violations of the Code of Silence Ordinance by any representative of Vendor, including owner, employee, consultant, lobbyist, or actual or potential subcontractor or subconsultant, may be reported to the County's Office of Professional Standards. If the Office of Professional Standards determines that a violation has occurred, a fine shall be imposed against Vendor as provided in the Broward County Code of Ordinances. Additionally, a determination of violation shall render any award to a Vendor who is found to have violated the Cone of Silence Ordinance voidable, at the sole discretion of the Broward County Board of County Commissioners.

14. Contingency Fees:

By submission of this solicitation response, Vendor certifies it has not paid and will not pay any contingency fees (sometimes known as a finder's fee) to any person or organization, other than a bona fide employee working solely for Vendor, to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible suspension and/or debarment of Vendor.

15. Local Business Tax Receipt Requirements:

All Vendors maintaining a business address within Broward County must have a current Broward County Local Business Tax Receipt issued by the Broward County Records, Taxes and Treasury Division prior to recommendation for award. Vendors that do not have such a license may be deemed nonresponsive to this solicitation. For further information on obtaining or renewing a Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.

16. Dun & Bradstreet Report Requirement:

The County may review any Vendor's Dun & Bradstreet rating and payment performance to assist in determining a Vendor's responsibility regarding this solicitation.

17. Samples:

Samples or drawings, when required, shall be provided to the County free of charge. If not mutilated or destroyed in the examination, Vendor will be notified to remove same at their expense. If samples are not removed within thirty (30) calendar days after written notice to Vendor, they shall be considered as abandoned, and the County shall have the right to dispose of them as its own property.

18. "Or Equal" Clause:

Whenever a material, article or piece of equipment is identified in the solicitation by reference to a manufacturer or vendor name, trade name, catalog number, or otherwise, any such reference is intended merely to establish a standard; and, unless such identification is followed by the words "no substitution is permitted," any material, article, or piece of equipment of any other manufacturer or vendors that will perform or serve the requirements of the solicitation will be considered equally acceptable, provided that the material, article, or piece of equipment so proposed is, in the sole opinion of the County, equal in substance, quality, and function to the material, article, or piece of equipment specified in the solicitation.

19. Procurement Code:

The Broward County Procurement Code is applicable to this solicitation, and can be obtained from the Purchasing Division's website at: www.broward.org/purchasing.

20. Legal Requirements:

Applicable provisions of all federal, state, and local laws, ordinances, rules, and regulations, including the Broward County Procurement Code, shall govern development, submittal, and evaluation of responses to this solicitation, and shall govern any and all claims and disputes that may arise between Vendors and the County, and its officers, employees, and/or authorized representatives. Lack of knowledge by any Vendor of any applicable law, rule, or regulation shall not constitute a recognizable defense against the legal effect thereof.

C. TERMS AND CONDITIONS OF CONTRACT

1. Contract Period:

The contract period shall start and terminate as indicated in the solicitation's Special Instructions to Vendors. If no contract period is stated in the Special Instructions to Vendors: the contract period shall start upon the date of award and end three (3) years later, unless extended by the Director of Purchasing; and the Director of Purchasing may extend the contract period for up to two (2) additional one (1) year terms upon written notice to Contractor at least thirty (30) days prior to the expiration of the then-current term. The contract shall not exceed a total of five (5) years, unless extended pursuant to action by the Broward County Board of County Commissioners. The continuation of this contract beyond the end of any County

fiscal year is subject to both the appropriation and the availability of funds in acc
Florida Statutes.

The Director of Purchasing may, in her/his sole and absolute discretion, renew the contract based on Contractor's satisfactory performance and the Director of Purchasing's determination that renewal is in the best interest of the County. In such cases, the County will provide Contractor with a Notification of Intent to Renew in advance of the contract expiration date. All prices, terms, and conditions of the contract shall remain firm for any renewal period unless subject to price adjustment specified as a "special condition" in the solicitation. If the Director of Purchasing does not renew the contract, Contractor nonetheless shall, if directed in writing by the Director of Purchasing, continue contract performance for a period not exceeding ninety (90) days beyond the contract expiration date. Contractor shall be compensated for such extended performance at the rate in effect when the Director of Purchasing directs Contractor to continue performance beyond the contract expiration date.

2. Orders and Quantities:

Unless the solicitation states a fixed quantity to be purchased, no guarantee is expressed or implied as to the total quantity of goods/services to be purchased under any open-end contract. Solicitations for open-end contracts may state estimated quantities, but such estimated quantities are not a representation of the amount to be purchased. The County reserves the right to issue purchase orders on this solicitation as and when required; or issue a blanket purchase order for individual agencies and release partial quantities; or issue instructions for use of direct purchase orders by various County agencies; or do any combination of the foregoing. No delivery shall become due or be acceptable without a written purchase order and shipping instruction by the County, unless otherwise expressly provided in the solicitation. Such order will contain the quantity, time of delivery, and other pertinent data. However, for items required immediately, the County may place an order electronically (which may include by email), with subsequent confirmation by a written purchase order.

For solicitations stating fixed quantities, purchase order(s) for the quantities stated in the solicitation will be issued to the Contractor after notification of award and receipt of all required documents. The County may order additional quantities of up to an additional twenty percent (20%) of the originally specified quantities at any time prior to the expiration of one (1) year after the date of award; if so ordered by the County, Contractor must furnish such additional quantities at the same prices, terms, and conditions as stated in the solicitation.

3. Invoice and Payment:

Contractor may submit invoices for payment no more often than on a monthly basis, but only after the goods or services for which the invoices are submitted have been delivered or completed. If Contractor utilizes a subcontractor for any goods or services relating to the contract, Contractor must submit a Certification of Payments to Subcontractors and Suppliers with each invoice in the form provided by the County. Contractor must pay subcontractors and suppliers within fifteen (15) days following receipt of payment from the County for such subcontracted work or supplies. The certification shall be accompanied by a copy of the notification sent to each unpaid subcontractor listed on the form, if any, explaining the good cause why payment has not been made to that subcontractor.

The County shall pay for all goods and services received and accepted by the County in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section No. 1-51.6, of the Broward County Code of Ordinances. All applications for payment shall be submitted to the address indicated in the purchase order. The County will pay Contractor after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number. The County will

only accept and pay for deliveries made by Contractor within the contract period or continued performance as directed by the Director of Purchasing.

4. Termination:

(a) **Availability of Funds:** In the event funds for this contract are not made available or otherwise allocated by the Broward County Board of County Commissioners, the County may terminate this contract upon thirty (30) days prior written notice to Contractor without penalty or liability for such termination. The Broward County Board of County Commissioners shall be the final authority as to availability of funds and how such available funds are to be allotted and expended.

(b) **Nonperformance:** The County may terminate the contract for cause if Contractor is in in breach and does not correct the breach within ten (10) days after written notice from the County Contract Administrator identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work; failure to suitably deliver goods in accordance with the specifications and instructions in this solicitation; failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this solicitation; or multiple breaches of the provisions of this contract notwithstanding whether any breach was previously waived or cured. The County's election not to enforce any particular breach(es) shall not constitute a waiver its right to enforce such breach(es).

(c) **For Convenience**: The County may terminate the contract for convenience upon no less than thirty (30) days written notice. In the event the contract is terminated for convenience, Contractor shall be paid for any goods properly delivered and services properly performed to the date the contract is terminated. However, upon being notified of the County's election to terminate, Contractor shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of the contract, unless directed otherwise in writing by the County. In no event will payment be made for lost or future profits or damages for Contractor's reliance on continued performance of the contract beyond the date of termination for convenience. Contractor acknowledges and agrees that it has received good, valuable, and sufficient consideration from the County for the County's right to terminate this contract for convenience, the receipt and adequacy of which are hereby acknowledged.

5. Conditions and Packaging:

Unless otherwise stated in the solicitation, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and must be the current standard production model available at the time of Contractor's response. The goods must be suitably packaged for shipment by common carrier. Each container, or multiple units or items otherwise packaged, must bear a label or otherwise legible marking stating the name of Contractor (or the manufacturer or supplier), the purchase order number, and any other information required by the solicitation's specifications.

6. Safety Standards:

Unless otherwise specified in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act ("OSHA") and all standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being "locked-out" in accordance with OSHA 29 CFR § 1910.147, Hazardous Energy Control. Pursuant to OSHA 29 CFR § 1910.1200, Hazard Communication Standard, and Chapter 442, Florida Statutes, Occupational Safety and Health, any chemical substance provided or delivered pursuant to this solicitation to the County must be compliant with the Global Harmonized System ("GHS") for Hazard Communication accompanied by a Safety Data Sheet ("SDS") consisting of 16 sections, which SDS must be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, FL 33301-1803.

7. Rejection of Nonconforming Items:

The County may withhold acceptance of, or reject any items that the County determines do not meet the specification requirements of the solicitation. Upon written notice in accordance with Section 12 below, Contractor must remove the rejected items at its own expense within five (5) calendar days after the County's notice of rejection and then replace them at its own expense with items that meet the specification requirements of the solicitation. Any items not removed by Contractor within thirty (30) days after the County's notice of rejection shall be considered abandoned, and the County may dispose of them in any manner it sees fit. The County shall not be required to give written notice of rejection with respect to foodstuffs or medication. With respect to foodstuffs and medication, the County may provide verbal notification of rejection, in response to which Contractor must immediately remove and replace the rejected goods at its sole expense. Contractor's failure to provide conforming items, failure to meet the timeframes for removal and replacement specified in this Section 7 may result in Contractor being found in breach of contract.

8. Inspection, Acceptance and Title:

Inspection and acceptance will be at the delivery destination specified in the solicitation, unless otherwise stated in the purchase order. Title and risk of loss or damage to all items shall be the responsibility of Contractor until such items are accepted by the County.

9. Governmental Restrictions:

In the event any applicable law or regulation requires substitution of the goods or services required by the solicitation (or alteration of the material quality, workmanship, or performance of such goods or services) prior to delivery of same, Contractor must immediately notify the County in writing of the specific law or regulation requiring such substitution or alteration. The County reserves the right to accept any such substitution or alteration, including any price adjustments occasioned thereby, or to terminate the contract without liability and at no further expense to the County.

10. Insurance:

Contractor shall, at its sole expense, maintain the minimum insurance coverages required in the solicitation in accordance with the terms and conditions of this article. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or subcontractors in connection with this contract. Contractor shall ensure that "Broward County" is listed and endorsed as an additional insured on all required policies. Contractor shall ensure that all required insurance coverages remain in full force and effect for the duration of this contract and until all performance required by Contractor has been completed. Contractor shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by the County's Risk Management Division. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against the County. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurer may acquire against the County, and agrees to obtain same in an endorsement of Contractor's insurance policies.

11. Indemnification:

(a) **Contracts other than construction contracts (as defined in Section 726.06, Florida Statutes)**: Contractor shall indemnify, hold harmless, and defend the County and all of the County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or

asserted by any person or entity not a party to this contract, and caused or alleg
or in part, by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, agents, or servants, arising from, relating to, or in connection with this solicitation (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from the County, defend each Indemnified Party against each such Claim by counsel satisfactory to the County or, at the County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this solicitation and the contract term. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this contract may be retained by the County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the County.

b) Construction contracts (as defined in Section 726.06, Florida Statutes): Contractor shall indemnify and hold harmless the County and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor or other persons employed or utilized by Contractor in the performance of this contract. The provisions of this section shall survive the expiration or earlier termination of this contract. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this contract may be retained by the County until all of the County's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by the County.

12. Notice:

Notice to the County or Contractor must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below (for the County) or stated in the solicitation (for Contractor), and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

For the County:
Broward County
Director, Broward County Purchasing Division
115 S. Andrews Avenue, Room 212
Fort Lauderdale, FL 33301-1801

Contractor must identify in its response a designated person and address to whom notice shall be sent when required by the contract.

13. Jurisdiction, Venue, Waiver of Jury Trial:

This contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this solicitation or contract shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this solicitation or contract must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS CONTRACT, EACH OF CONTRACTOR AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS CONTRACT OR SOLICITATION AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY**

MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABL COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

14. Patents and Royalties:

Contractor, without exception, shall indemnify, hold harmless, and defend the County, and all of the County's current, past, and future officers, agents, servants, and employees, from liability of any nature or kind, including but not limited to attorneys' fees, costs, and expenses, for or on account of any of any claims by third parties arising out of any copyrighted, trademarked, invention (patented or unpatented), process, or article that is manufactured, used, or otherwise required or occasioned by performance of the contract by Contractor or by the County. Contractor is solely responsible for any and all royalties, fees, or costs resulting or arising from use of any design, device, or materials covered by letters, patent, or copyright. The County shall not be liable or pay any royalties, fees, or costs in connection with this contract or the goods or services provided pursuant to this contract. This provision shall survive the expiration or earlier termination of the contract.

15. Assignment; Subcontractors:

Except for subcontracting approved by the County in advance, neither this contract nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of the County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this contract, and permit the County to immediately terminate the contract, in addition to any other remedies available to the County at law or in equity.

16. Equal Employment Opportunity:

Contractor shall not discriminate against any employee or applicant for employment based on race, religion, age, color, sex, gender, national origin, sexual orientation (including as provided in Broward County Code, Chapter 16½), marital status, political affiliation, disability, or physical or mental disability. Contractor shall also take affirmative action to ensure that employees are treated during their employment, without regard to their race, religion, age, color, sex, gender, national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental disability. Such actions shall include, but not be limited to the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, as well as selection of training, including apprenticeship. Contractor agrees to post notices setting forth the provisions of this nondiscrimination clause in conspicuous places available to employees and applicants for employment.

Contractor must include the foregoing or similar language in its contracts with any subcontractors or subconsultants that may perform work required by this solicitation, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in Title 49 C.F.R. Parts 23 and 26, as applicable. Contractor must ensure subcontractors and subconsultants, if any, are aware and comply with the requirements of this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract, and may result in contract termination or such other remedy as the County deems appropriate, all of such remedies being cumulative.

17. County Business Enterprise (CBE):

Contractor will meet the required CBE goal (if any) stated in the solicitation by utilizing the CBE firms listed in Contractor's response for the required percentage of total services (the "Commitment"). Contractor shall enter into formal contracts with the CBE firms listed in the response and, upon request, provide copies of those contracts to the OESBD. Each CBE firm must be certified by OESBD, and any replacement of a CBE firm must be approved by OEBSD. The parties stipulate that if Contractor fails to meet the Commitment, the damages to the County arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and the County determines, in the sole discret

of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay the County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. Contractor shall provide written monthly reports to the Contract Administrator attesting to Contractor's compliance with the Commitment, and must allow the County to engage in onsite reviews to monitor Contractor's progress in complying with the obligations of this section.

18. Domestic Partnership Requirement:

Unless this contract is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, Contractor certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this contract.

19. Drug-Free Workplace.

To the extent required under Section 21.31(a)(2), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has a drug-free workplace program that it will maintain such drug-free workplace program for the duration of this contract.

20. Modifications:

All changes to purchase orders shall be by issuance of a change order by the County. Any modification or change to this contract must be by written amendment signed by Contractor and the County.

21. Purchase by Other Governmental Agencies:

Contractor understands and agrees that any other governmental unit may enter into a contract with Contractor on the same terms and conditions as Contractor's contract with the County. However, any such governmental unit must establish its own contract with Contractor, place its own orders, issue its own purchase orders, be separately invoiced by Contractor, make its own payments, and issue its own exemption certificates as required by Contractor. Contractor understands and agrees that the County is not and will not be a legally bound party to any contractual agreement made between any other governmental unit and Contractor as a result of this solicitation, and that no other governmental unit is an implied or intended third-party beneficiary of this contract between the County and Contractor.

22. Public Records:

Pursuant to Chapter 119, Florida Statutes, Contractor and all subcontractors and subconsultants retained by Contractor for performance of this contract, shall comply with Florida's Public Records Law, including as follows:

(a) Keep and maintain public records required by the County to perform the services;

(b) Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this contract and following completion or termination of this contract if the records are not transferred to the County; and

(d) Upon completion or termination of this contract, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers the records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the County upon request in a format tha information technology systems of the County.

A request for public records regarding this contract must be made directly to the County, who will be responsible for responding to any such public records requests. Contractor must provide any requested records to the County to enable the County to respond to the public records request.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6006, PURCHASINGINFORMATION@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 212, FORT LAUDERDALE, FLORIDA 33301.

Any material submitted to the County that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Contractor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to the County for records designated by Contractor as Trade Secret Materials, the County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor must indemnify and defend the County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

23. Audit Right and Retention Records:

The County shall have the right to audit the books, records, and accounts of Contractor and its subcontractors that are related to this contract. Contractor and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this contract and performance under this contract. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or its subcontractor shall make same available in written form at no cost to the County. Contractor shall ensure that the requirements of this section are included in all agreements with its subcontractor(s).

Contractor shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for at least three (3) years after expiration or termination of this contract or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by the County). Contractor hereby grants the County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by the County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the County's disallowance and recovery of any payment made by the County based upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to the County of any nature by Contractor in excess of five percent (5%) of the total contract billings reviewed by the County, County shall reimburse County for the reasonable actual cost of the County's audit. In addition, at the County's

option, Contractor shall remit the amount of overcharges to County or C overcharges from future payments made by County to Contractor. Any remittances due by Contractor as a result of such audit or inspection shall be made within thirty (30) days after presentation of the County's findings to Contractor.

24. Ownership of Documents:

All finished or unfinished documents, studies, surveys, drawings, maps, models, photographs, specifications, and reports prepared or provided by Contractor in connection with this contract shall become the property of the County upon the expiration or termination of the contract, whether the project for which they are made is completed or not. Contractor must deliver all such materials to the Contract Administrator prior to contract expiration or within fifteen (15) days after Contractor's receipt of a written notice of termination. If applicable, the County may withhold any payments then due to Contractor until Contractor complies with the provisions of this section.

25. Special Notice:

In accordance with OSHA Regulation 29 CFR § 1926.1101(k)(2), Contractor is hereby notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.

26. Code Requirements:

Contractor and his or her subcontractors on this project must be familiar and comply with all applicable federal, state, county, municipal, and local laws, rule, regulations, and codes applicable to performance of the contract awarded with respect to this solicitation. Contractor must ask for and receive any required inspections relevant to its performance of the contract.

27. Contractor Responsibilities:

Unless otherwise stated in the solicitation, Contractor will be responsible for the provision, installation, and performance of all equipment, materials, goods, and services offered in its response, even if such materials or equipment is not of their own manufacture or such services are not being performed by Contractor's own employees. Time is of the essence in performing the duties, obligations, and responsibilities required by Contractor under this contract.

28. Warranties and Guarantees:

Contractor shall obtain all applicable manufacturers' warranties and guarantees of the equipment and materials required by this solicitation and resulting orders under this solicitation for the benefit of, and in the name of, Broward County. Contractor shall deliver documentation of such warranties and guarantees to the point of delivery specified in the solicitation.

29. Contractor Evaluation:

The Contract Administrator will document Contractor's performance by completing a Performance Evaluation Form. A blank Performance Evaluation Form may be viewed at: broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf. An interim performance evaluation of Contractor may be conducted by the Contract Administrator at any time before completion of the Project. The Contract Administrator shall conduct a final performance evaluation when the Request for Final Payment to Contractor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the Director of Purchasing, who shall provide a copy to Contractor upon request. Said evaluation(s) may be used by the County as a factor in considering the responsibility of Contractor for future solicitations.

30. Independent Contractor.

Contractor is an independent contractor of the County, and nothing in this co create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Contractor nor its agents shall act as officers, employees, or agents of the County. Contractor shall not have the right to bind the County to any obligation not expressly undertaken by the County under this contract.

31. Regulatory Capacity.

Notwithstanding the fact that the County is a political subdivision with certain regulatory authority, the County's performance under this contract is as a Party to this contract and not in its regulatory capacity. If the County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall be made pursuant to its pursuant to the County's regulatory authority as a governmental body separate and apart from this contract, and shall not be attributable in any manner to the County as a party to this contract.

32. Sovereign Immunity.

Except to the extent required by law, nothing herein is intended to serve as a waiver of sovereign immunity by the County nor shall anything included herein be construed as consent by the County to be sued by third parties in any matter arising out of this contract. The County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

33. Third-Party Beneficiaries.

Neither Contractor nor the County intends to directly or substantially benefit a third party by entering into this contract. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this contract and that no third party shall be entitled to assert a right or claim against either of them based upon this contract.

34. Compliance with Laws.

Contractor and the goods and services provided by Contractor pursuant to this contract must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

35. Severability.

If any part of this contract is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this contract and the balance of this contract shall remain in full force and effect.

Rev. 10/2020 #529892v2

VENDOR QUESTIONNAIRE

Quotations and Invitations for Bids

The completed Vendor Questionnaire should be submitted with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may affect may result in Vendor being deemed non-responsive.

If a response requires additional information, the Vendor should upload a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the form be knowledgeable about the proposing Vendor's business and operations.

1. Legal business name:
2. Doing Business As/Fictitious Name (if applicable):
3. Federal Employer I.D. no. (FEIN):
4. Dun and Bradstreet No.:
5. Website address (if applicable):
6. Principal place of business address:
7. Office location responsible for this project:
8. Telephone no.: Fax no.:
9. Type of business (check appropriate box):
   - ☐ Corporation (specify the state of incorporation):
   - ☐ Sole Prioprietor
   - ☐ Limited Liability Company (LLC)
   - ☐ Limited Partnership
   - ☐ General Partnership (State and County filled in)
   - ☐ Other – Specify
10. AUTHORIZED CONTACT(S) FOR YOUR FIRM:
    Name:
    Title:
    E-mail:
    Telephone No.:

    Name:
    Title:
    E-mail:
    Telephone No.:
    Generic e-mail for purchase orders:
    (Broward County auto distributes purchase orders from its financial system. To ensure a firm receives a purchase order, it is suggested a company accessible e-mail address is used.)
11. List name and title of each principal, owner, officer, and major shareholder:
    a)
    b)
    c)
    d)
12. Affiliated Entities of the Principal(s): List the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County. Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

a)
b)
c)
d)

13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response. ☐ Yes ☐ No
14. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response the reinstatement date, if granted. ☐ Yes ☐ No
15. Specify the type of services or commodities your firm offers:
16. How many years has your firm been in business while providing the services and/or products offered within this solicitation?
17. Is your firm's business regularly engaged in and routinely selling the product(s) or services offered within this solicitation? ☐ Yes ☐ No
18. Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product(s) offered herein, and warranty offered is the manufacturer's warranty with Broward County recorded as the original purchase? ☐ Yes ☐ No ☐ N/A (if service)
19. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. ☐ Yes ☐ No
20. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response. ☐ Yes ☐ No
21. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response. ☐ Yes ☐ No
22. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached written response, including contact information for owner and surety company. ☐ Yes ☐ No
23. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract? ☐ Yes ☐ No
24. Would your firm accept a Visa credit card as payment from Broward County, with no additional fees or change to bid price? Procurement Contract must be approved and designated for procurement card (p-card) by Director of Purchasing for use prior to ordering. ☐ Yes ☐ No
25. Living Wage solicitations only: In determining what, if any, fiscal impact(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of the contract.

    Living Wage had an effect on the pricing Yes ☐ No ☐

    If yes, Living Wage increased the pricing by % or decreased the pricing by %.
26. Non-Collusion Certification: Vendor shall disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1)(c), the Florida Statues who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

    Select One:

    ☐ Vendor certifies that this offer is made independently and free from collusion; or

    ☐ Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

27. Participation in Solicitation Development:

☐ I have not participated in the preparation or drafting of any language, scope, or specification that would provide my firm or any affiliate an unfair advantage of securing this solicitation that has been let on behalf of Broward County Board of County Commissioners.

☐ I have provided information regarding the specifications and/or products listed in this solicitation that has been let on behalf of Broward County Board of County Commissioners.
If this box is checked, provide the following:

Name of Person the information was provided:

Title:

Date information provided:

For what purpose was the information provided?

Question 28 – 31 are only applicable to **service contracts** or a **construction contracts** (repair, maintain or furnish and install) solicitations:

28. What similar on-going contracts is your firm currently working on? If additional space is required, provide on separate sheet.

29. Has your firm completely inspected the project site(s) prior to submitting response? ☐ Yes ☐ No
30. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached written response. ☐ Yes ☐ No
31. What equipment does your firm own that is available for this contract?

32. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of a similar nature or in which your firm sold similar commodities in the past three (3) years. Contact persons shall have firsthand knowledge of the referenced project/contract. Only provide references for non-Broward County Board of County Commissioners contracts. For Broward County contracts, the County will review performance evaluations in its database for vendors with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of Vendor's past performance. If any of the following references are inaccessible or not relevant, additional references may be requested by the County.

Reference 1:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Reference 2:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Reference 3:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

1. Litigation History

A. All Vendors are required to disclose to the County all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. Additionally, all Vendors are required to disclose to the County all "material" cases filed, pending, or resolved against any principal of Vendor, regardless of whether the principal was associated with Vendor at the time of the "material" cases against the principal, during the last three (3) years prior to the solicitation response. A case is considered to be "material" if it relates, in whole or in part, to any of the following:

i. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
ii. An allegation of fraud, negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
iii. A vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
iv. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
v. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.

B. For each material case, the Vendor is required to provide all information identified in the **Litigation History Form**. Additionally, the Vendor shall provide a copy of any judgment or settlement of any material case during the last three (3) years prior to the solicitation response. Redactions of any confidential portions of the settlement agreement are only permitted upon a certification by Vendor that all redactions are required under the express terms of a pre-existing confidentiality agreement or provision.

C. The County will consider a Vendor's litigation history information in its review and determination of responsibility.

D. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.

E. A vendor is required to disclose to the County any and all cases(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project during the last five (5) years prior to the solicitation response.

F. Failure to disclose any material case, including all requested information in connection with each such case, as well as failure to disclose the Vendor's subcontractors/subconsultants litigation history against the County, may result in the Vendor being deemed non-responsive.

LITIGATION HISTORY FORM

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

☐ There are no material cases for this Vendor; or

☐ Material Case(s) are disclosed below:

Is this for a: (check type) ☐ Parent, ☐ Subsidiary, or ☐ Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor:
	or No ☐
Party	Vendor is Plaintiff ☐ Vendor is Defendant ☐
Case Number, Name, and Date Filed	
Name of Court or other tribunal	
Type of Case	Bankruptcy ☐ Civil ☐ Criminal ☐ Administrative/Regulatory ☐
Claim or Cause of Action and Brief description of each Count	
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending ☐ Settled ☐ Dismissed ☐ Judgment Vendor's Favor ☐ Judgment Against Vendor ☐ If Judgment Against, is Judgment Satisfied? Yes ☐ No ☐
Opposing Counsel	Name: Email:

	Telephone Number:

Vendor Name:

Procurement Preferences for
Broward County Small Business Enterprises and County Business Enterprises

This form should be returned with the Vendor's submittal and will be used for informational purposes.

In accordance with Broward County Ordinance, Section 1.81, non-reserved solicitations (for SBE's or CBE's) and solicitations without any assigned CBE goals, a responding Broward County certified SBE or CBE may be eligible for a procurement preference, in accordance with below:

For Invitations to Bid and Quotation Requests:
If a responsive, responsible bid is received from a certified CBE or SBE that is within ten percent (10%) of the lowest responsive, responsible bid received from a non-certified (SBE or CBE) firm, the SBE or CBE (as applicable) shall be offered the opportunity to match the lowest responsive, responsible bid. If the SBE or CBE firm (as applicable) is responsive and responsible, and matches the lowest responsive, responsible bid, the CBE or SBE firm shall be recommended for award.

For Request for Proposals:
If upon the completion of final rankings by the Evaluation Committee, a non-certified proposer is the highest-ranked proposer, and a responsive, responsible SBE or CBE proposer receives a score that is within five percent (5%) of the score obtained by the non-certified proposer, the highest-ranked responsive, responsible SBE or CBE proposer shall be considered the highest-ranked proposer and shall have the opportunity to proceed to negotiations with the County for award of the contract.

Vendor should indicate below if the firm is a currently certified Broward County SBE and/or CBE firm. If the firm does not indicate it is an SBE or CBE, preference may not be applied based on information received but certification will be verified in the Broward County OESBD Certified Firm Directory. Vendor must be certified at time of solicitation opening (due date).

This form does not substitute for certification or application for certification.

- ☐ Firm is a Broward County certified Small Business Enterprise (SBE)
- ☐ Firm is a Broward County certified County Business Enterprise (CBE)
- ☐ Firm is not a Broward County certified Small Business Enterprise (SBE) or County Business Enterprise (CBE).

Vendor Name

For questions regarding the Broward County SBE and CBE certifications, please contact Office of Economic and Small Business Development at 954-357-6400.

LOCATION CERTIFICATION FORM

Refer to applicable sections for submittal instructions. Failure to submit required forms or information by stated timeframes will deem vendor ineligible for local preference or location tiebreaker.

Broward County Code of Ordinances, Section 1-74, et seq., provides certain preferences to Local Businesses, Locally Based Businesses, and Locally Based Subsidiaries, and the Broward County Procurement Code provides location as the first tiebreaker criteria. Refer to the ordinance for additional information regarding eligibility for local preference.

For Invitation for Bids:

To be eligible for the Local Preference best and final offer ("BAFO") and location tiebreaker, the Vendor **must** submit this fully completed form and a copy of its Broward County local business tax receipt **at the same time it submits its bid**. **Vendors who fail to comply with this submittal deadline will not be eligible for either the BAFO or the location tiebreaker.**

For Request for Proposals (RFPs), Request for Letters of Interest (RLIs), or Request for Qualifications (RFQs):

For Local Preference eligibility, the Vendor **should** submit this fully **completed form** and **all Required Supporting Documentation** (as indicated below) at the time Vendor submits its response to the procurement solicitation. If not provided with submittal, the Vendor **must** submit within three business days after County's written request. Failure to submit required forms or information by stated timeframes will deem the Vendor ineligible for local preference.

To be eligible for the location tiebreaker, **the Vendor must submit this fully completed form and a copy of its Broward County local business tax receipt at the same time it submits its response.** Vendors who fail to comply with this submittal deadline will not be eligible for the location tiebreaker.

The undersigned Vendor hereby certifies that (check the box for only one option below):

☐ **Option 1:** The Vendor is a **Local Business,** but does not qualify as a **Locally Based Business** or a **Locally Based Subsidiary**, as each term is defined by Section 1-74, Broward County Code of Ordinances. The Vendor further certifies that:

A. It has continuously maintained, for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),
   i. a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
   ii. in an area zoned for the conduct of such business,
   iii. that the Vendor owns or has the legal right to use, and
   iv. from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation (as so defined, the "Local Business Location").

If Option 1 selected, indicate **Local Business Location**:

☐ **Option 2:** The Vendor is both a **Local Business** and a **Locally Based Business** as each term is defined by Section 1-74, Broward County Code of Ordinances. The Vendor further certifies that:

A. The Vendor has continuously maintained, for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),
   i. a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
   ii. in an area zoned for the conduct of such business,
   iii. that the Vendor owns or has the legal right to use, and
   iv. from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation as so defined, the "Local Business Location");

B. The Local Business Location is the primary business address of the majority of the Vendor's employees as of the bid posting date, and/or the majority of the work under the solicitation, if awarded to the Vendor, will be performed by employees of the Vendor whose primary business address is the Local Business Location;

C. The Vendor's management directs, controls, and coordinates all or substantially all of the day-to-day activities of the entity (such as marketing, finance, accounting, human resources, payroll, and operations) from the Local Business Location;

D. The Vendor has not claimed any other location as its principal place of business within the one (1) year period immediately preceding the bid posting date; and

E. Less than fifty percent (50%) of the total equity interests in the business are owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County. The Vendor certifies that the total equity interests in the Vendor owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County is _____.

If Option 2 selected, indicate **Local Business Location**:

☐ **Option 3:** The Vendor is both a **Local Business** and a **Locally Based Subsidiary** as each term is defined by Section 1-74, Broward County Code of Ordinances. The Vendor further certifies that:

A. The Vendor has continuously maintained:
   i. for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),

ii. a physical business address located within the limits of Broward
Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
iii. in an area zoned for the conduct of such business,
iv. that the Vendor owns or has the legal right to use, and
v. from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation (as so defined, the "Local Business Location");

B. The Local Business Location is the primary business address of the majority of the Vendor's employees as of the bid posting date, and/or the majority of the work under the solicitation, if awarded to the Vendor, will be performed by employees of the Vendor whose primary business address is the Local Business Location;

C. The Vendor's management directs, controls, and coordinates all or substantially all of the day-to-day activities of the entity (such as marketing, finance, accounting, human resources, payroll, and operations) from the Local Business Location;

D. The Vendor has not claimed any other location as its principal place of business within the one (1) year period immediately preceding the bid posting date; and

E. At least fifty percent (50%) of the total equity interests in the business are owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County. The Vendor certifies that the total equity interests in the Vendor owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County is _____.

If Option 3 selected, indicate **Local Business Location**:

☐ **Option 4:** The Vendor is a **joint venture** composed of one or more Local Businesses, Locally Based Businesses, or Locally Based Subsidiaries, as each term is defined by Section 1-74, Broward County Code of Ordinances. Fill in blanks with percentage equity interest or list "N/A" if section does not apply. The Vendor further certifies that:

A. The proportion of equity interests in the joint venture owned by **Local Business(es)** (each Local Business must comply with all of the requirements stated in Option 1) is _____% of the total equity interests in the joint venture; and/or

B. The proportion of equity interests in the joint venture owned by **Locally Based Business(es)** (each Locally Based Business must comply with all of the requirements stated in Option 2) is _____% of the total equity interests in the joint venture; and/or

C. The proportion of equity interests in the joint venture owned by **Locally Based Subsidiary(ies)** (each Locally Based Subsidiary must comply with all of the requirements stated in Option 3) is _____% of the total equity interests in the joint venture.

If Option 4 selected, indicate the Local Business Location(s) (es) on separate sheet.

☐ **Option 5:** Vendor is not a Local Business, a Locally Based Business, or a Locally Based Subsidiary, as each term is defined by Section 1-74, Broward County Code of Ordinances.

Required Supporting Documentation (in addition to this form):

Option 1 or 2 (**Local Business** or **Locally Based Business**):

1. Broward County local business tax receipt.

Option 3 (**Locally Based Subsidiary**)

1. Broward County local business tax receipt.
2. Documentation identifying the Vendor's vertical corporate organization and names of parent entities if the Vendor is a Locally Based Subsidiary.

Option 4 (**joint venture** composed of one or more Local Business(es), Locally Based Business(es), or Locally Based Subsidiary(ies):

1. Broward County local business tax receipt(s) for each Local Business(es), Locally Based Business(es), and/or Locally Based Subsidiary(ies).
2. Executed joint venture agreement, if the Vendor is a joint venture.
3. If joint venture is comprised of one or more Locally Based Subsidiary(ies), submit documentation identifying the vertical corporate organization and parent entities name(s) of each Locally Based Subsidiary.

If requested by County (any option):

1. Written proof of the Vendor's ownership or right to use the real property at the Local Business Location.
2. Additional documentation relating to the parent entities of the Vendor.
3. Additional documentation demonstrating the applicable percentage of equity interests in the joint venture, if not shown in the joint venture agreement.
4. Any other documentation requested by County regarding the location from which the activities of the Vendor are directed, controlled, and coordinated.

By submitting this form, the Vendor certifies that if awarded a contract, it is the intent of the Vendor to remain at the Local Business Location address listed below (or another qualifying Local Business Location within Broward County) for the duration of the contract term, including any renewals or extensions. (If nonlocal Vendor, leave Local Business Location blank.)

Indicate Local Business Location:

True and Correct Attestations:

Any misleading, inaccurate, or false information or documentation submitted by any party affiliated with this procurement may lead to suspension and/or debarment from doing business with Broward County as authorized by the Broward County Procurement Code. The Vendor understands that, if after contract award, the County learns that any of the information provided by the Vendor on this form was false, and the County determines, upon investigation, that the Vendor's provision of such false information was willful or intentional, the County may exercise any contractual right to terminate the contract. The provision of false or fraudulent information or documentation by a Vendor may subject the Vendor to civil and criminal penalties.

AUTHORIZED SIGNATURE/NAME:

TITLE:

VENDOR NAME:

DATE:

DOMESTIC PARTNERSHIP REQUIREMENTS CERTIFICATION FORM

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

The Domestic Partnership Act, Section 16 ½ -157, Broward County Code of Ordinances, as amended, requires all Vendors contracting with the County, in an amount over $100,000 provide benefits to Domestic Partners of its employees, on the same basis as it provides benefits to employees spouses, with certain exceptions as provided by the Ordinance.

For all submittals over $100,000.00, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, Section 16-½ -157, Broward County Code of Ordinances, as amended; and certifies the following: **(check only one below)**.

☐ 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

☐ 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

☐ 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.

☐ 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: **(check only one below)**.

- ☐ The Vendor employs less than five (5) employees.
- ☐ The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
- ☐ The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.
- ☐ The Vendor does not provide benefits to employees' spouses.
- ☐ The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
- ☐ The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation (State the law, statute or regulation and attach explanation of its applicability).

AUTHORIZED SIGNATURE/ NAME	TITLE	DATE

DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION FORM

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

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

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

(1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
(2) Establishing a continuing drug-free awareness program to inform its employees about:
  i. The dangers of drug abuse in the workplace;
  ii. The offeror's policy of maintaining a drug-free workplace;
  iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
  iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
(3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
(4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
  i. Abide by the terms of the statement; and
  ii. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
(5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
(6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
  i. Taking appropriate personnel action against such employee, up to and including termination; or
  ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
(7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

AUTHORIZED SIGNATURE/ NAME	**TITLE**	**DATE**

Finance and Administrative Services Department
PURCHASING DIVISION
115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • FAX 954-357-8535

Summary of Vendor Rights Regarding Broward County Competitive Solicitations

The purpose of this document is to provide vendors with a summary of their rights to object to or protest a proposed award or recommended ranking of vendors in connection with Broward County competitive solicitations. These rights are fully set forth in the Broward County Procurement Code, which is available here: https://www.broward.org/purchasing.

1. Right to Object

The right to object is available for solicitations conducted through Requests for Proposals ("RFPs") or Requests for Letters of Interest ("RLIs"). In such solicitations, vendors may object in writing to a proposed recommendation of ranking made by a Selection or Evaluation Committee. Objections must be filed within three (3) business days after the proposed recommendation is posted on the Purchasing Division's website. The contents of an objection must comply with the requirements set forth in Section 21.84 of the Procurement Code. Failure to timely and fully meet any requirement will result in a loss of the right to object.

2. Right to Protest

The right to protest is available for RFPs and RLIs and in solicitations conducted through Invitations to Bid ("ITBs"). In RFPs and RLIs, vendors may protest a final recommendation of ranking made by a Selection or Evaluation Committee. In ITBs, vendors may protest a final recommendation for award made by the Broward County Purchasing Division.

In all cases, protests must be filed in writing within three (3) or five (5) business days after a recommended ranking or recommendation for award is posted on Purchasing Division's website. The timeframe for filing (*i.e.,* 3 or 5 business days) depends on the monetary value of the procurement. Additional requirements for a protest are set forth in Section 21.118 of the Procurement Code. Failure to timely and fully meet any requirement will result in a loss of protest rights.

Vendors may appeal the denial of a protest. Appeals may require payment of an appeal bond. Additional requirements for an appeal are set forth in Section 21.120 of the Procurement Code. Failure to timely and fully meet any requirement will result in a loss of appeal rights.

3. Cone of Silence; Right to Contact OESBD

Please be aware that a Cone of Silence remains in effect for competitive solicitations until a solicitation is completed or a contract is awarded. During that time period, vendors may not contact certain County officials and employees regarding a solicitation. Substantial penalties may result from even an unintentional violation. For further information, please contact the Purchasing Division at 954-357-6066 or refer to the Cone of Silence Ordinance which is available here: https://www.broward.org/Purchasing/Documents/ConeOfSilence.pdf.

However, vendors may communicate with a representative of the Office of Economic and Small Business Development ("OESBD") at any time regarding a solicitation or regarding participation of Small Business Enterprises or County Business Enterprises in a solicitation. OESBD may be contacted at (954) 357-6400. The Cone of Silence also permits communication with certain other County employees (please see the Cone of Silence Ordinance at the above link for further details).

Insurance Requirements: (Refer to the Insurance Requirement Form)

A. The insurance requirement designated in the **Insurance Requirement Form** indicates the minimum coverage required for the scope of work, as determined by the Risk Management Division. Vendor shall provide verification of compliance such as a Certificate of Insurance, or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. The verification must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Final award shall be subject to receipt and acceptance by the County of proof of meeting all insurance requirements of the bid.

B. Without limiting any of the other obligations or liabilities of Vendor, Vendor shall provide, pay for, and maintain on a primary basis in force until all of its work to be performed under this Contract has been completed and accepted by County (or for such duration specified), at least the minimum insurance coverage and limits set forth in the Insurance Requirement Form under the following conditions listed below. If a limit or policy is not indicated on Insurance Requirement certificate by a checked box, it is not required as a condition of this contract.

1. Commercial General Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the County, by or on behalf of Vendor, or acts or omissions of Vendor in connection with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall require that subcontractor names County as an Additional Insured.

2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance. County is to be named as an additional insured in the name of Broward County.

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

   Vendor should indicate how product is being delivered:

   Vendor Name: _____

   Company Vehicle: Yes ☐ or No ☐

   If Common Carrier (indicate carrier): _____

   Other: _____

3. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. The policy must include Employers' Liability with minimum limits each accident. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

4. Excess Liability/Umbrella Insurance may be used to satisfy the minimum liability limits required; however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for

the underlying liability policy. Vendor shall endorse County as an Add policy provides coverage on a pure/true “Follow-form” basis.

5. Builder’s Risk or equivalent coverage (such as Property Insurance or Installation Floater) is required as a condition precedent to the issuance of the Second Notice to Proceed for projects involving but not limited to: changes to a building’s structural elements, work compromising the exterior of the building for any extended period of time, installation of a large single component, or remodeling where the cost of remodeling is 20% or more the value of the property. Coverage shall be, “All Risks” Completed Value form with a deductible not to exceed Ten Thousand Dollars ($10,000.00) each claim for all perils except for wind and flood.

6. For the peril of wind, the Vendor shall maintain a deductible that is commercially feasible which does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.

7. For the peril of flood, coverage must be afforded for the lesser of the total insurable value of such buildings or structures, and the maximum amount of flood insurance coverage available under the National Flood Program. Vendor shall maintain a deductible that is commercially feasible and does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.

8. The County reserves the right to provide Property Insurance covering the Project, materials, equipment and supplies intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site, in transit, or while temporarily located away from the Project site. This coverage will not cover any of the Vendor’s or subcontractors’ tools, equipment, machinery or provide any business interruption or time element coverage to the Vendor(s).

9. If the County decides to purchase Property Insurance or provide for coverage under its existing insurance policy for this Project, then the insurance required to be carried by the Vendor may be modified to account for the insurance being provided by the County. Such modification may also include execution of Waiver of Subrogation documentation.

10. In the event that a claim occurs for this Project and is made upon the County’s insurance policy, for other than a windstorm, Vendor will pay at least Ten Thousand Dollars ($10,000.00) of the deductible amount for such claim.

11. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance by County.

12. Pollution Liability or Environmental Impairment Liability: including clean-up costs, with minimum limits per claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated, include an annual policy aggregate and name Broward County as an Additional Insured. Vendor shall be responsible for all deductibles in the event of a claim.

13. Professional Liability Insurance with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. Vendor shall notify County in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance policy. Vendor shall be responsible for all deductibles in the event of a claim. The deductible shall be indicated on the Vendor’s Certificate of Insurance.

C. Coverage must be afforded on a form no more restrictive than the latest edition of the respective policy form as filed by the Insurance Services Office. If the initial insurance expires prior to the completion and acceptance of the Work, renewal certificates shall be furnished upon expiration. County reserves the right to obtain a certified copy of any insurance policy required by this Section within fifteen (15) calendar days of a written request by County.

D. Notice of Cancellation and/or Restriction: the policy(ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation and/or restriction.

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

F. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.

INSURANCE REQUIREMENTS

Meeting Date: 04/09/2024 Item #16.

NO PROOF OF INSURANCE IS REQUIRED IF DELIVERY WILL BE BY COMMON C

Project: **Purchase and Delivery of Water Meters and Repair Parts**
Agency: **Water and Wastewater Services**

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☑ Commercial General Liability ☑ Premises–Operations ☐ XCU Explosion/Collapse/Underground ☑ Products/Completed Operations Hazard ☑ Contractual Insurance ☑ Broad Form Property Damage ☑ Independent Contractors ☑ Personal Injury **Per Occurrence or Claims-Made:** ☑ Per Occurrence ☐ Claims-Made **Gen'l Aggregate Limit Applies per:** ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☑	☑	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	**$500,000**	**$500,000**
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY ☑ Comprehensive Form ☑ Owned ☑ Hired ☑ Non-owned ☑ Any Auto, If applicable ***Note: May be waived if no driving will be done in performance of services/project.***			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	**$500,000**	
☐ **EXCESS LIABILITY / UMBRELLA** **Per Occurrence or Claims-Made:** ☐ Per Occurrence ☐ Claims-Made *Note: May be used to supplement minimum liability coverage requirements.*	☑	☑			
☑ **WORKER'S COMPENSATION** *Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.*	N/A	☑	Each Accident	**STATUTORY LIMITS**	
☑ **EMPLOYER'S LIABILITY**			Each Accident	**$100,000**	
☐ **POLLUTION / ENVIRONMENTAL LIABILITY**	☑	☑	Each Claim:		
			***Maximum Deductible:**	$10,000	
☐ **PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)** **All engineering, surveying and design professionals.**	N/A	☑	Each Claim:		
			***Maximum Deductible:**	$100,000	
☐ Installation floater is required if Builder's Risk or Property are not carried. *Note: Coverage must be "All Risk", Completed Value.*			***Maximum Deductible (Wind and/or Flood):**	Not to exceed 5% of completed value	**Completed Value**
			*Maximum Deductible:	$10,000	

Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

_____
Risk Management Division

REQUESTS FOR APPROVED EQUALS FORM

Potential Vendors may submit for the County's consideration for a determination of approved equal status. Requests for Approved Equals must be submitted on the below form and delivered by email to the Purchasing Agent, no later than date and time listed in **Special Instructions to Vendors.** The County's response to Requests for Approved Equals will be issued by addendum. Do not submit this form through BidSync.

Vendor shall submit with this form any relevant product literature in order to demonstrate that the product meets all the solicitation requirements. County is not obligated to review incomplete requests.

Vendor to complete the following:

Vendor Name: IBT AMI Solutions, LLC

Contact Name/Title: Joseph Testa/AMI Division Director

E-mail: joseph.testa@ibtgroup.com Phone: 810 580 0079

Solicitation No.: IND2122200B1 Solicitation Title: Water Meters and Repair Parts

Request No.: 1 Ref. Page No.: _____ Ref. Specification No.: _____

Specification Requirement from solicitation:

Water Meters of Various Sizes

Request for Approved Equal:

Manufacturer Offered: Diehl Metering

Model No./Product: Hydrus Ultrasonic Water Meters 5/8" to 2"

Description of product offered for approved equal:

Lead-free brass bodied, ultrasonic measure, water meters that meet and exceed AWWA standards compliant, AMI/AMR ready, 20 year life

Product Literature is attached to this form? ☑ Yes ☐ No

For Broward County Use Only

Broward County Response: ☐ Approved ☑ Not Approved

Reasons: Ultrasonic meters are not acceptable. Per Specifications and Requirements, 5.6.1., "The register shall be magnetic driven…"

HYDRUS

ULTRASONIC WATER METER

DIEHL
Metering

APPLICATION

Cold water lead-free brass meter, 5/8", 3/4" and 1", NSF/ANSI Standard 61 Annex F/G certified, for all residential, commercial and industrial

FEATURES

- Lead-free brass meter
- Static meter with Solid State Technology
- Non moving part (static) meter
- Over 40 days of hourly data storage
- Accuracy is maintained over the life of the meter
- Extended minimum low flow rate in comparison to mechanical meters
- Available with industry standard connector
- Rate of flow and reverse flow indication
- Internal data logging for consumption values
- Leak detection
- No measurement of air
- Alarms on display and via remote reading
- Up to 20 years battery lifetime

smart in solutions

HYDRUS

ULTRASONIC WATER METER

GENERAL FEATURES

- Lead-free copper alloy "CUPHIN®"
- Industry standard Encoder interface compatible with all AMR/AMI systems
- Approved AMR/AMI systems (Itron, Aclara, Metron Farnier)
- Mounting in any installation position
- Designed for meter pit installation (IP 68)
- Meets or exceeds applicable C700 AWWA/ANSI Standards
- Complies with NSF/ANSI Standards 61, Annex F/G as well as FCC part 15 B

GENERAL TECHNICAL DATA

		HYDRUS
Potable water temperature range	°F	34 ... 122
Ambient operating temperature	°F	34 ... 158
Ambient storage temperature	°F	-4 ... +140(> 90° F max. for one hour)
Maximum pressure	psi	300
Power supply		3.6 VDC lithium battery
Battery lifetime		Up to 20 years
Interfaces		Industry standard Encoder protocol, ASCII output for compatibility with all AMR/AMI systems, Diehl Extendend protocol is available
Data storage		Alarms and consumption values (42 days memory configurable value hourly / daily)
Protection class		IP 68
Operating performance		In the temperature range of 45 to 85° F, meter consumption measurement is accurate to ±1.5% over the normal flow range (reference: approved Diehl Metering test bench, ISO9001 certified)

TECHNICAL DATA DISPLAY

	HYDRUS
Display indication	LCD, 8-digit
Units	Flow and volume (GPM, gal, Ft^3)
Values displayed	Volume - flow - reverse flow - water temperature - display test - error and alarm status - battery lifetime

APPROVAL

	HYDRUS
NSF	Complies with NSF/ANSI Standard 61, Annex F/G
AWWA	Meets or exceeds applicable sections of the AWWA/ANSI C700 Standards
FCC	Complies with FCC part 15 B

MATERIAL

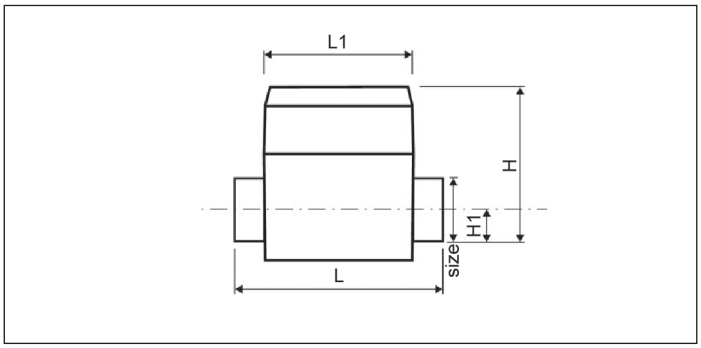
	HYDRUS
Measuring pipe	Lead-free copper alloy "CUPHIN®"
Register housing	Engineered Polymer
Transducers	Composite
Reflectors	Stainless steel

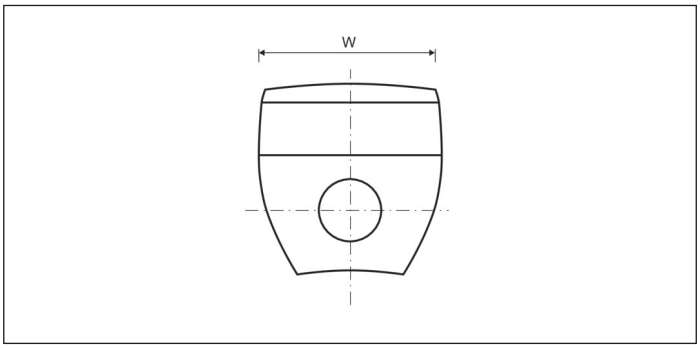
HYDRUS
ULTRASONIC WATER METER

TECHNICAL DATA

Size			⅝"	¾" S	¾" L	1"
Lay length	L	Inch	7½	7½	9.0	10¾
Operating flow range		GPM	0.1 - 20	0.1 - 30	0.1 - 30	0.4 - 55
Low flow range		GPM	0.05 - 0.1	0.05 - 0.1	0.05 - 0.1	0.25 - 0.4
Start flow @90%		GPM	0.0176	0.0176	0.0176	0.044
Max. flow		GPM	25	30	30	69
Operating range accuracy		%	± 1.5	± 1.5	± 1.5	± 1.5
Low flow range accuracy		%	-5 / +1.5	-5 / +1.5	-5 / +1.5	-5 / +1.5
Pressure loss			2.0 psi at 15 GPM	2.0 psi at 15 GPM	2.0 psi at 15 GPM	1.5 psi at 25 GPM
Operating performance			In the temperature range of 45 to 85° F, meter consumption measurement is accurate to ±1.5% over the normal flow range (reference: approved Diehl Metering test bench, ISO9001 certified)			

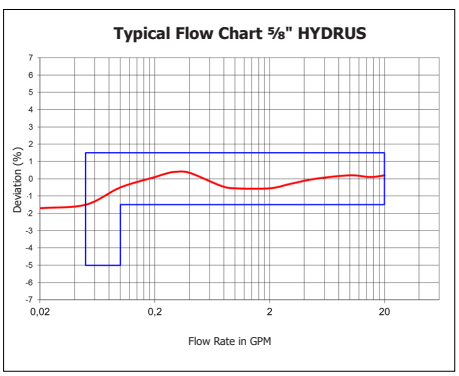
DIMENSIONS

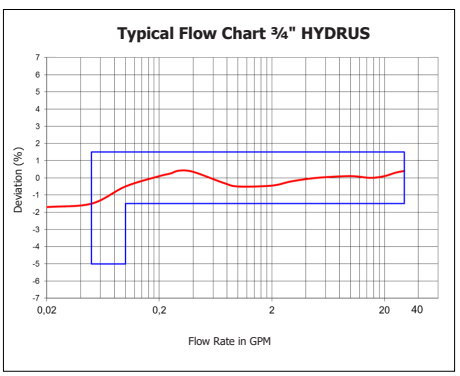


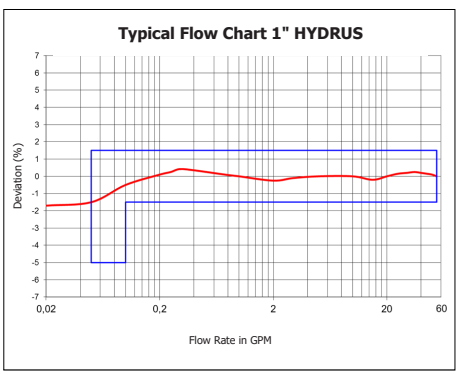


Size			⅝"	¾" S	¾" L	1"
Lay length	L	Inch	7½	7½	9.0	10¾
Register length	L1	Inch	3.5	3.5	3.5	3.5
Register width	W	Inch	3.7	3.7	3.7	3.7
Overall height	H	Inch	4.0	4.0	4.0	4.2
Height to center of pipe	H1	Inch	1.3	1.3	1.3	1.4
Nominal thread size			1" - 11½ NPSM	1" - 11½ NPSM	1"- 11½ NPSM	1¼" - 11½ NPSM
Net weight		Ib	2.8	2.8	3.1	3.5

TYPICAL FLOW CHARTS







DIEHL
Metering

HYDRUS 1½" & 2"

ULTRASONIC WATER METER

APPLICATION

Cold water stainless steel 1½" and 2", NSF/ANSI Standard 61 Annex F/G certified, for all residential, commercial and industrial applications

FEATURES

- Static meter with Solid State Technology
- Non moving part (static) meter
- Over 40 days of hourly data storage
- Accuracy is maintained over the life of the meter
- Extended minimum low flow rate in comparison to mechanical meters
- Available with industry standard connector
- Rate of flow and reverse flow indication
- Leak detection
- No measurement of air
- Alarms on display and via remote reading
- Up to 20 years battery lifetime

smart in solutions

HYDRUS 1½" & 2"

ULTRASONIC WATER METER

GENERAL FEATURES

- Stainless steel
- Industry standard Encoder interface compatible with all AMR/AMI systems
- Approved AMR/AMI systems (Itron, Aclara, Metron Farnier)
- Mounting in any installation position
- Designed for meter pit installation (IP 68)
- Meets or exceeds applicable C700 AWWA/ANSI Standards
- Complies with NSF/ANSI Standards 61, Annex F/G as well as FCC part 15 B

GENERAL TECHNICAL DATA

		HYDRUS 1½" & 2"
Potable water temperature range	°F	34 ... 122
Ambient operating temperature	°F	34 ... 158
Ambient storage temperature	°F	-4 ... +140(> 90° F max. for one hour)
Maximum pressure	psi	300
Power supply		3.6 VDC lithium battery
Battery lifetime		Up to 20 years
Interfaces		Industry standard Encoder protocol, ASCII output for compatibility with all AMR/AMI systems, Diehl Extendend protocol is available
Data storage		Alarms and consumption values (42 days memory configurable value hourly / daily)
Protection class		IP 68
Operating performance		In the temperature range of 45 to 85° F, meter consumption measurement is accurate to ±1.5% over the normal flow range (reference: approved Diehl Metering test bench, ISO9001 certified)

TECHNICAL DATA DISPLAY

	HYDRUS 1½" & 2"
Display indication	LCD, 8-digit
Units	Flow and volume (GPM, gal, Ft^3)
Values displayed	Volume - flow - reverse flow - water temperature - display test - error and alarm status - battery lifetime

APPROVAL

	HYDRUS 1½" & 2"
NSF	Complies with NSF/ANSI Standard 61, Annex F/G
AWWA	Meets or exceeds applicable sections of the AWWA/ANSI C700 Standards
FCC	Complies with FCC part 15 B

MATERIAL

	HYDRUS 1½" & 2"
Measuring pipe	Stainless steel
Register housing	Engineered Polymer
Transducers	Composite
Reflectors	Stainless steel

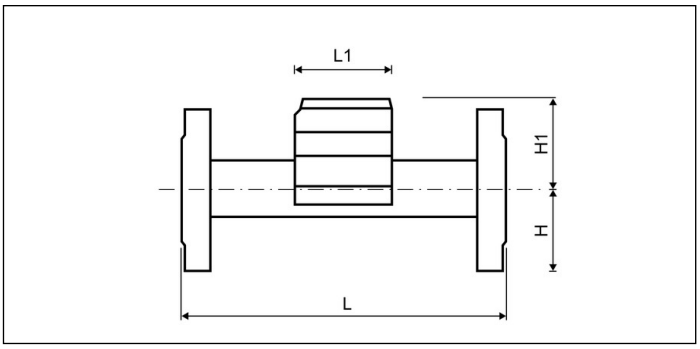
HYDRUS 1½" & 2"

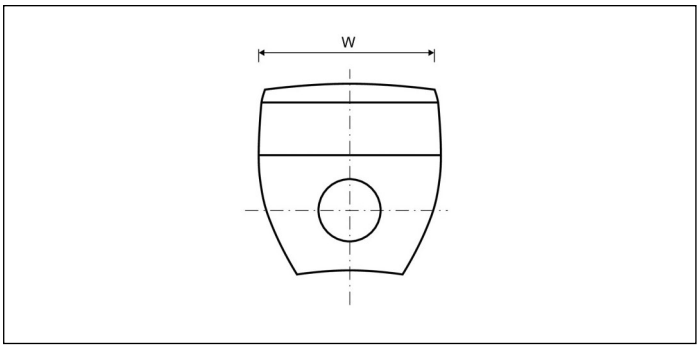
ULTRASONIC WATER METER

TECHNICAL DATA

Size			1½"	2" S	2" L
Lay length	L	Inch	13"	10"	17"
Operating flow range		GPM	0.8 - 100	0.8 - 160	0.8 - 160
Low flow range		GPM	0.5 - 0.8	0.55 - 0.8	0.55 - 0.8
Operating range accuracy		%	±1.5	±1.5	±1.5
Low flow range accuracy		%	-5 / +1.5	-5 / +1.5	-5 / +1.5
Pressure loss			3.5 psi at 70 GPM	3.6 psi at 110 GPM	3.6 psi at 110 GPM

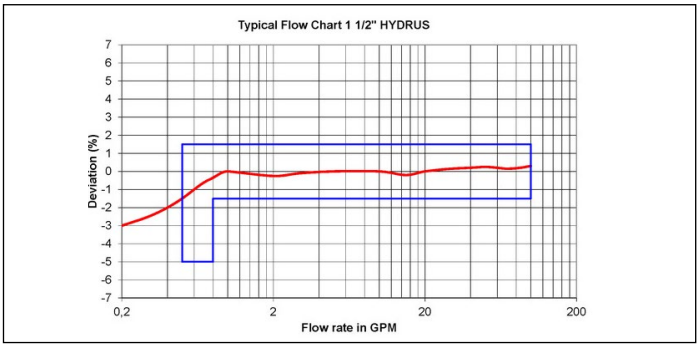
DIMENSIONS

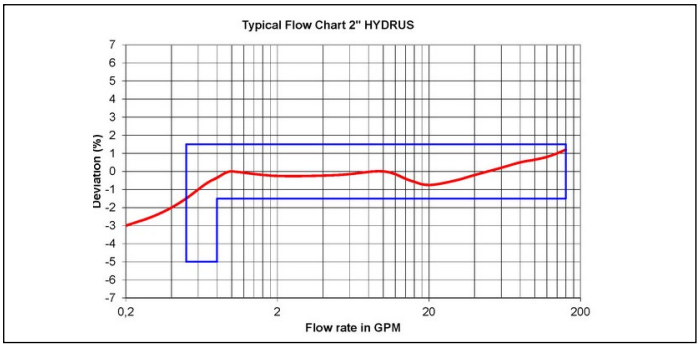




Size			1½"	2" S	2" L
Lay length	L	Inch	13"	10"	17"
Register length	L1	Inch	3½"	3½"	3½"
Register width	W	Inch	3¾"	3¾"	3¾"
Height to center of pipe	H	Inch	2"	2.5"	2.5"
Height to center of pipe	H1	Inch	3.3"	3.3"	3.3"
Net weight		lb	14.1	16.1	19.2

TYPICAL FLOW CHARTS





DIEHL
Metering

Limited Extended Warranty

Applicability

This Limited Extended Warranty (this "Limited Warranty") is applicable to all Diehl Metering HYDRUS Ultrasonic water meters, sizes 5/8", 3/4" S (5/8" x 3/4"), 3/4" x 9" and 1", including HYDRUS System Components (Electronics, Battery, Transducers and Register) which are marked on the delivery note or the order confirmation as "Extended Warranty" (hereinafter referred to as a "Product").

Warranty, Material and Workmanship

Diehl Metering GmbH ("Diehl Metering") warrants, for a period of twenty (20) years from the date of delivery of the Products (the "Warranty Period"), that (a) at the date of delivery, Products comply with the applicable specifications and be free from defects in material and workmanship, and (b) Product housings are free from lead. Claims under this Limited Warranty are subject to the restrictions and conditions set forth herein and must be made in accordance with the procedures set forth under "Claim Handling" below.

Remedy

If Diehl Metering establishes that the Product has a defect that is covered by this Warranty, based on a claim submitted by a customer in compliance with the provisions set forth under "Claim Handling"below ("Covered Claim"), Diehl Metering will remedy such defect as set forth below:

- If the Covered Claim is received by Diehl Metering within the first 5 years of the Warranty Period, Diehl Metering will at its sole discretion repair or replace such Product free of charge and cover the reasonable costs for removal of the defective Product and installation of the repaired or replaced Product.
- If the Covered Claim is received by Diehl Metering after the 5th anniversary of the beginning of the Warranty Period and on or prior to the 10th anniversary thereof, Diehl Metering will, at its sole discretion, repair or replace such Product free of charge, and the customer shall bear the entire costs of the removal of the defective Product and installation of the repaired or replaced Product.
- If the Covered Claim is received by Diehl Metering after the 10th anniversary of the beginning of the Warranty Period and on or prior to the 14th anniversary thereof, Diehl Metering will sell to the customer a replacement Product at a discount of 60% of the then valid list price of such replacement Product.
- If the Covered Claim is received by Diehl Metering after the 14th of the beginning of the Warranty Period and on or prior to the 17th anniversary thereof Diehl Metering will sell to the customer a replacement Product at a discount of 40% of the then valid list price of such replacement Product.
- If the Covered Claim is received by Diehl Metering after the 17th anniversary of the beginning of the Warranty Period and on or prior to the 20th anniversary thereof, Diehl Metering will sell to the customer a replacement Product at a discount of 20% of the then valid list price.

If Diehl Metering elects to replace any defective Product, it may replace such Product with the same Product or a successor Product that may be new or refurbished. If Diehl Metering elects to repair any defective Product, it is free to determine the manner in which such repair is performed and may use new or reconditioned parts. Repaired or replaced Products remain covered under this Warranty until the later of the expiration of the original Warranty Period or 90 days from the date of the return shipment of the repaired or replaced Product to the customer.

Meter Accuracy

The Products will meet or exceed meter accuracy of +/-1.5% between the "minimum flow rate" to "maximum flow rate" for twenty (20) years from date of shipment:

5/8"
0.1 - 20 gpm
3/4" S (5/8" x 3/4") and 3/4" x 9"
0.1 - 30 gpm
1"
0.4 - 55 gpm

Diehl Metering LLC
1813 N. Mill Street, Suite C
Naperville, Illinois 60563

Claim Handling

To exercise its rights under this Warranty, the customer must notify Diehl Metering in writing at *info-dmde@diehl.com* and provide the name of the Product, the serial number, the specific defect, other relevant details, and customer's contact information. The customer may include test results, as long as such test results adhere to the standards set forth under "Testing" below. In case the customer does not include test results, the submission of a claim by the customer shall be deemed as the customer's consent to the performance of such tests by Diehl Metering, as Diehl Metering deems necessary or advisable, at the sole expense of the customer. Any claim submitted by customer under this Warranty shall include a copy of the applicable proof of purchase and delivery note.

At Diehl Metering's sole discretion, the defective Product shall be shipped by the customer prepaid F.O.B. to the nearest Diehl Metering factory or distribution center, as communicated by Diehl Metering from time to time (Incoterms 2010). Any return delivery has to be agreed and coordinated with Diehl Metering beforehand.

If requested by Diehl Metering, the customer shall furnish proof that the Products were installed by customer or an authorized installer in full compliance with the Product specifications, the installation manual, or any other written instructions by Diehl Metering, and provide Diehl Metering with any other information reasonably required by Diehl Metering.

Testing

Test results must be obtained according to AWWA standards and the HYDRUS Testing Instruction, which can be obtained from Diehl Metering.

General Provisions

This Warranty is not transferable and shall only apply to the original customer who bought the respective Products from Diehl Metering or the original customer of an authorized Diehl Metering reseller.

Warranty Limitations

This Warranty shall not apply

- to Products repaired, replaced modified, altered or tampered with by the customer or any other third party without the prior written approval from Diehl Metering,
- if the Products have not been installed in compliance with the Product's installation manual provided or Diehl Metering's written instructions,
- if the Products have not been operated, used, stored, or maintained in accordance with the Product specifications, technical literature or any other written instructions provided by Diehl Metering with respect to the Products,
- to Products connected to, or integrated or combined with, another product without the prior written approval of Diehl Metering or used with substances other than potable water, or with water containing dirt, debris, deposits or other impurities,
- to Products that have been subjected to improper periodic testing or exposed to conditions other than those detailed in the Product specifications or any other written instructions with respect to the Product,
- if the defect is caused by damage or destruction resulting from the action or inaction of any person other than Diehl Metering, vandalism, accidents, chemical contamination or physical impact, exposure to inappropriate environments by acts of nature or other events beyond Diehl Metering's control.

Descriptions of the Products and information regarding the Products, regardless of form or origin, shall not IMPLY any warranties. EXCEPT FOR THE WARRANTIES EXPLICITLY SET FORTH HEREIN, DIEHL METEREING MAKES NO OTHER WARRANTIES WHATSOEVER, AND ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ARE HEREBY EXPRESSLY DISCLAIMED.

This Warranty is the only warranty provided by Diehl Metering with respect to the Products. No representative, dealer or any other person is authorized to make any additional or different warranty, representation, condition or promise on behalf of Diehl Metering with respect to the Products. No terms or conditions other than those stated herein or provided by applicable law, and no oral or written agreement, understanding, promise, or commitment, may in any way modify this warranty without Diehl Metering's express prior written consent, and no such modification may be relied upon by any party or under any circumstances other than the party for which, and the circumstances under which, such modification is granted.

If the Products are consumer Products, federal law does not allow an exclusion of implied warranties. To the extent certain customers are entitled to implied warranties under federal law, to the extent permitted by applicable law, they are limited to the duration of this Warranty. Some states do not allow limitations or exclusions on implied warranties or on the duration of an implied warranty or on the limitation or exclusion of incidental or consequential damages, so the above limitation(s) or exclusion(s) may not apply to certain customers. This Warranty gives such customers specific legal rights. Certain customers may have other rights which may vary from state to state.

Liability Limitations

THE REMEDIES SET FORTH HEREIN SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND DIEHL METERING'S ENTIRE LIABILITY FOR ANY BREACH OF THIS WARRANTY.

THE LIABILITY OF DIEHL METERING FOR ANY CLAIMS, OBLIGATIONS AND WARRANTIES OUT OF OR IN CONNECTION WITH THE PRODUCTS SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY THE CUSTOMER FOR THE PRODUCT GIVING RISE TO THE RESPECTIVE CLAIM.

IN NO EVENT SHALL DIEHL METERING BE LIABLE EITHER IN TORT OR IN CONTRACT FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOSS OF USE, DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS WARRANTY, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY THE CUSTOMER OR COULD HAVE BEEN REASONABLY FORESEEN BY DIEHL METERING, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

Unjustified Claims

In case of claims that are not covered by this Warranty, as determined by Diehl Metering, all costs for testing, repair, replacement and shipping incurred by Diehl Metering shall be reimbursed by the customer to Diehl Metering within a reasonable time after the customer has been notified by Diehl Metering.

Applicable Law

This Warranty shall solely be subject to the laws of the state of New York (United States) excluding any conflicts of laws provisions. In the event of a conflict with the general terms and conditions of either party, the delivery note or order confirmation, this Warranty shall prevail. All disputes arising out of or in connection with this Warranty shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the "Rules") by three arbitrators appointed in accordance with the Rules. The place of arbitration shall be New York City, New York. The arbitration shall be held in the English language.

Severability

If any provision contained in this Warranty is held by final judgment of a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable provision shall be severed from the remainder of this Warranty, and the remainder of this Warranty shall be enforced. In addition, the invalid, illegal or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in this Warranty, such modification being made to the minimum extent necessary to render such provision valid, legal and enforceable.

REQUESTS FOR APPROVED EQUALS FORM

Potential Vendors may submit for the County's consideration for a determination of approved equal status. Requests for Approved Equals must be submitted on the below form and delivered by email to the Purchasing Agent, no later than date and time listed in **Special Instructions to Vendors.** The County's response to Requests for Approved Equals will be issued by addendum. Do not submit this form through BidSync.

Vendor shall submit with this form any relevant product literature in order to demonstrate that the product meets all the solicitation requirements. County is not obligated to review incomplete requests.

Vendor to complete the following:

Vendor Name: Ferguson Enterprises LLC

Contact Name/Title: Drew Petonick/Sales

E-mail: drew.petonick@ferguson.com Phone: 561-718-1037

Solicitation No.: IND2122200B1 Solicitation Title: water meters and repair parts

Request No.: _____ Ref. Page No.: _____ Ref. Specification No.: _____

Specification Requirement from solicitation:
attachment A from bid package

Request for Approved Equal:

Manufacturer Offered: Mueller and Watts

Model No./Product: see attached email

Description of product offered for approved equal:

please see attached email

Product Literature is attached to this form? ☑ Yes ☐ No

For Broward County Use Only

Broward County Response: ☑ Approved ☐ Not Approved

Reasons: Broward County WWS approves the request for approved equals as long as the vendor does not supply any LCD register screens, meters w/batteries, and no composite meter bases.

MUELLER

500 SERIES D

Magnetic Drive Positive Displacement Disc Meters Sizes 1 ½" & 2"

FEATURES

Applications: Measurement of cold water for residential, commercial and industrial applications where water volumes are low, and low flow sensitivity is important.

Conformance to Standards: Mueller Series 500 D Water Meters comply with ANSI / AWWA Standard C700. Meters which are manufactured with the Nylon coated ductile iron maincase option meet the requirements of NSF Standard 61, Annex 372.
The meters provide a no lead solution. Each meter is tested to ensure compliance.

Construction: Mueller Series 500 D Water Meters consist of three basic parts: maincase; measuring chamber; and permanently sealed register. The maincase and topcase are made of Nylon coated ductile iron. The measuring chamber, nutating disc and strainer are made of thermoplastic, which is dimensionally stable and will not corrode. A test port in the body permits in-line testing. Register box and lid are available in plastic or bronze.

The meter is designed so that the register, measuring chamber and strainer can be replaced without removing the meter from the line.

Register: The permanently sealed register has a unique seal and heat-treated glass to eliminate dirt, moisture infiltration and lens fogging. An integral tamper-proof locking feature is provided to resist tampering with the register. The totalizing register has a straight-reading odometer type display, a 360º test circle with center sweep hand and a low flow (leak) detector. Standard gearing is used, making registers interchangeable by size.

All Mueller Meter Models have electronic meter reading systems available for increased reading efficiency (see Meter Reading Systems.)

Operation: Water flows through the meter's strainer where any debris that could adversely affect meter accuracy or free operation is screened out. As the water enters, it fills a known volume of the measuring chamber on one or the other side of a movable disc that separates the chamber into two sections. As water enters it moves the disc (nutates), forcing a known volume of water out of the meter from the opposite side of the disc.
The process repeats as the sections refill and empty in turn. The nutating action of the disc is coupled magnetically to the register to indicate the volume of water that passes through the meter. The large measuring chamber requires fewer nutations of the disc for each gallon measured, which helps to limit wear, reduce pressure loss and extend the life of the meter.

Maintenance: The Mueller Series 500 D Water Meters are designed and manufactured to provide long service life with virtually no maintenance required.

Connections: Available with integral two-bolt oval flanges.

572 D METER

MATERIALS AND SPECIFICATIONS

Model Number	562 D and 572 D
Sizes	1 ½" and 2"
Standards	Manufactured and tested to meet or exceed all applicable parts of ANSI / AWWA C700 Standard. Nylon coated ductile iron options meet requirements of NSF Standard 61, Annex G.
Operating Flow Range	Cold water measurement with flow in only one direction
Accuracy	See chart on following page
Pressure Loss	See chart on following page
Maximum Working Pressure	See chart on following page
Temperature Range	150 psi
Measuring Element	33ºF to 100ºF water temperature
Disc Nutations (Per Gallon)	Nutating disc
Register Type	562 D: 6.47, 572 D: 3.92
Meter Connections	Straight reading, permanently sealed, magnetic drive with low flow indicator. Remote reading units optional.
Materials	Maincase – Nylon coated ductile iron; Measuring Chamber – Thermoplastic; Magnets – ceramic; Strainer – Thermoplastic; Casing bolts – stainless steel ANSI B18; Register box and lid – thermoplastic.
Options	Meter case – Nylon coated ductile iron Register box and lid – bronze UNSC85700; AMR / AMI Reading Systems.

500 SERIES D

Magnetic Drive Positive Displacement Disc Meters Sizes 1 ½" & 2"

METER REGISTRATION

METER SIZE	INITIAL DIAL*	CAPACITY	INITIAL DIAL*	CAPACITY
1 ½"	100 Gallons	100 Million	10 Cubic Feet	10 Million
2"	100 Gallons	100 Million	10 Cubic Feet	10 Million

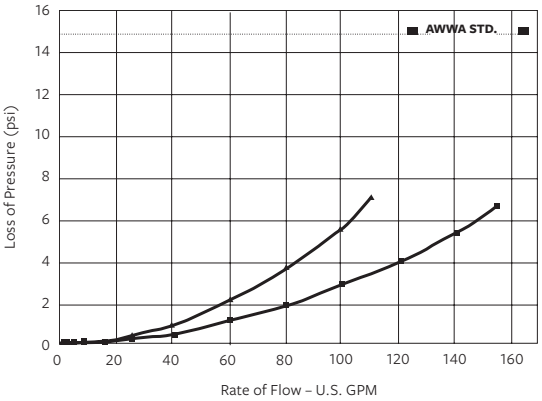
*Registration equal to one full revolution of the sweep hand.

FLOW CHARACTERISTICS

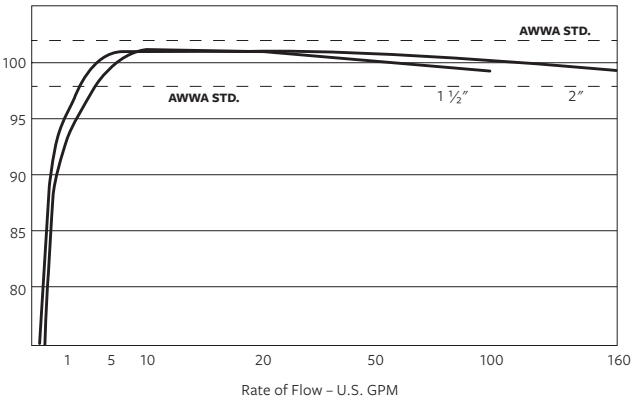
METER SIZE	TYPICAL LOW FLOW (95% MINIMUM)	TYPICAL OPERATING RANGE (100% ± 1.5%)	MAXIMUM CONTINUOUS OPERATION
1 ½"	1 ½ GPM	5 to 100 GPM	50
2"	2 GPM	8 to 160 GPM	80

PERFORMANCE

Head Loss - 1 ½" and 2" (Figure 1)

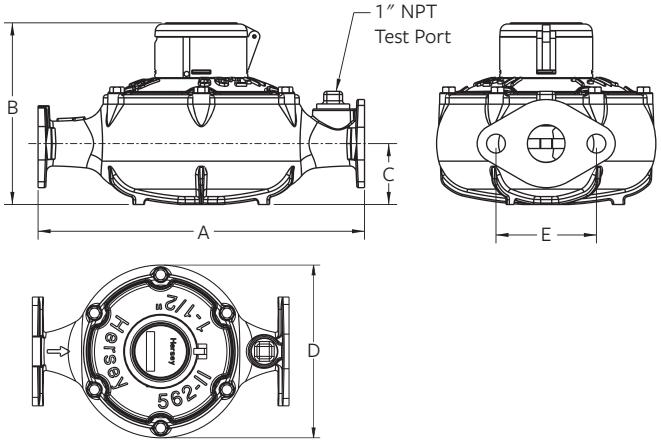


ACCURACY – 1 ½" AND 2" (Figure 2)



Note: Performance curves are typical only and NOT a guarantee of performance.

DIMENSIONS AND WEIGHTS

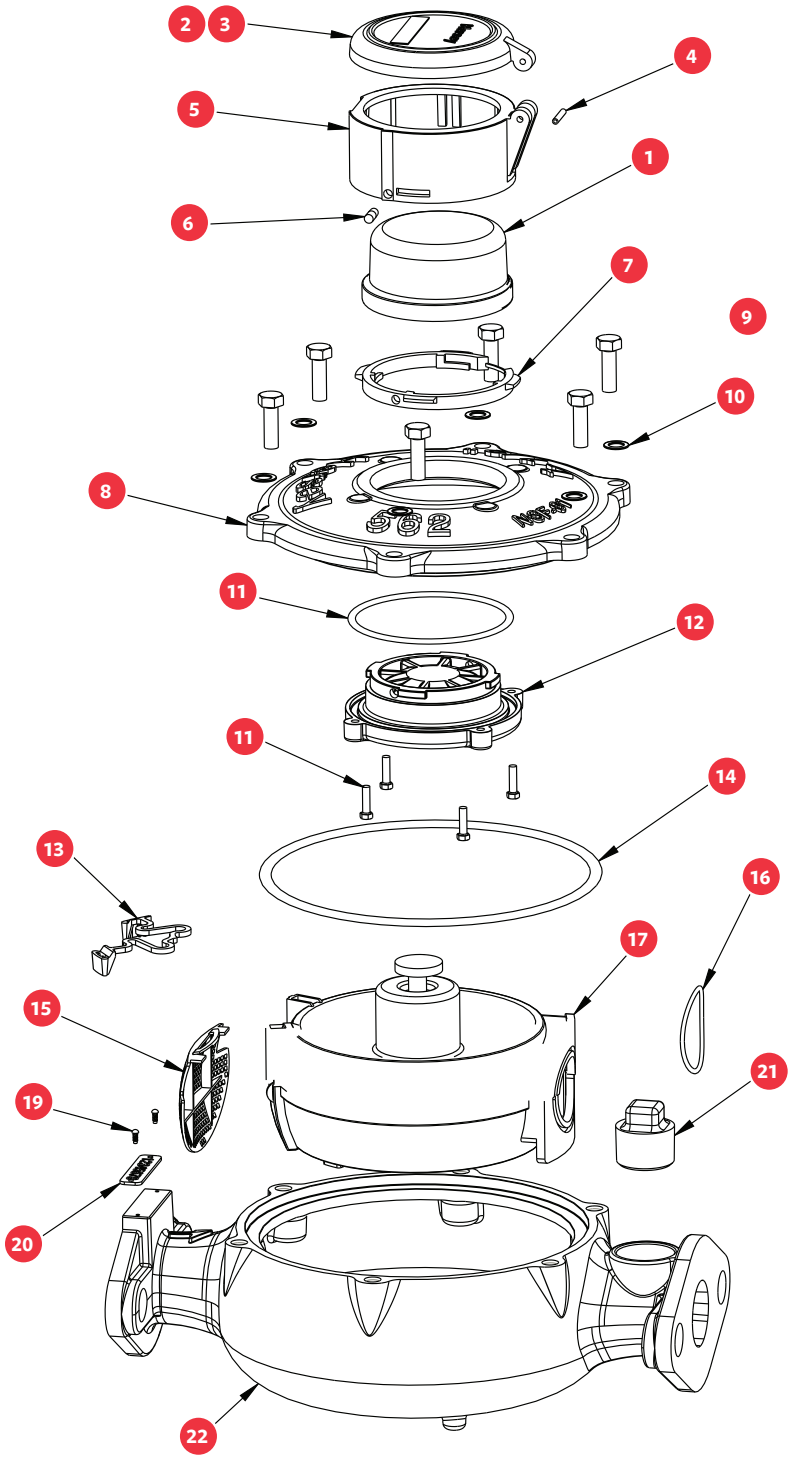


METER SIZE	1 ½"	2"
ENDS	FLANGED	
MODEL	562 D	572 D
DIMENSION		
A	13"	17"
B		
Visual Registration	7.250"	8.125"
SSR Registration	7"	7"
ME-Registration	7.750"	7.750"
C	2.437"	3.00"
D	8.750"	10.437"
E	4.00"	4.50"
Net weight	18	28

Note: Meter couplings are optional and must be ordered separately. Weights are in pounds and are approximate.

500 SERIES D

Magnetic Drive Positive Displacement Disc Meters Sizes 1 ½" & 2"



500 SERIES D

Magnetic Drive Positive Displacement Disc Meters Sizes 1 ½" & 2" Parts

REF NO.	DESCRIPTION	MATERIAL	562 1 ½" MODEL	572 2" MODEL
1	Visual Register	US Gallons Glass / Brass	D357715	D358115
		CF Glass / Brass	D357725	D358125
	Translator Register	US Gallons Plastic / Brass	D35791xxx	D35831xxx
		CF Plastic / Brass	D35792xxx	D35832xxx
	Specify Electronic Reading Value 4, 5, or 6 Wheel			
2	Complete Register Housing Assembly Includes parts 3-7	Plastic	B7856	B7856
		Bronze	B7857	B7857
3	Register Cover	Plastic	C5768	C5768
		Bronze	C5774	C5774
4	Spirol Pin	Plastic cover: SST	AS41122	AS41122
		Bronze Cover: SST	AS41123	AS41123
5	Register Housing Base	Plastic	C5769	C5769
		Bronze	C5772	C5772
6	Register Locking Pin	Blue Colored Plastic	A12658	A12658
		Brass Colored Plastic	A126581	A126581
7	Register Housing Insert	Plastic	C5770	C5770
8	Top Case	Nylon Coated Ductile Iron	D3642C	D3646C
9	Case Bolts	SST	90026 (qty 6)	90010 (qty 8)
10	Washers	SST	90018 (Qty 6)	90018 (Qty 8)
11	Register Hub O-Ring	Rubber	98313	98313
12	Register Hub	Plastic	C6631	C6631
13	Socket Head Cap Screws	SST	98157 (Qty 4)	98157 (Qty 4)
14	O-Ring Case Seal	Rubber	98314	98315
15	Chamber Retainer	Plastic	C5466	C5466
16	O-Ring Chamber Seal	Rubber	A130204	A130205
17	Complete Chamber Assembly Includes parts 14, 15, 16		D3575	D3576
18	Strainer	Plastic	C6576	C6577
19	Type U Drive Screw	Plated	98158 (Qty 2)	98158 (Qty 2)
20	Serial Number ID Plate		A13070	A13070
21	Test Plug	SST	59013	59013
22	Bottom Case	Nylon Coated Ductile Iron	D3644C	D3648C

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F 14213 6/20

MUELLER

1871

MUELLER

420 SERIES BRONZE

420 Bronze PD Meter - Sizes ⅝" x ½" and ⅝" x ¾"

FEATURES

Applications: The Mueller® 420 bronze is a nutating disc style, positive displacement meter designed for residential and small commercial applications where water volumes are low and low flow sensitivity is important.

Conformance to Standards: All Mueller 420 bronze meters meet or exceed the latest revision of the AWWA C-700 Standard for positive displacement meters. Every 420 bronze no lead meter is compliant with the latest initiatives of NSF, ANSI and EPA standards.

Construction: Mueller 420 water meters consist of three basic parts: maincase; measuring chamber; and permanently sealed register. The maincase is made of bronze for long life. Direction of flow arrows and model are cast into each maincase for ease of identification. The bottom cover is epoxy-coated cast iron with a molded plastic liner separating it from the waterway. Optional bronze and polymer bottom covers are available. The measuring chambers are designed for reduced wear during operation. The measuring chamber, integral strainer, nutating disc and thrust roller are thermoplastic, which is dimensionally stable and will not corrode. The register housing and lid are available in your choice of plastic or bronze for standard visual read registers. The meter is designed so that the register can be replaced easily without removing the meter from the service line.

Register: The permanently sealed visual read register has a unique triple "L" seal and heat treated, glass lens to eliminate dirt, moisture infiltration and fogging. An integral tamper-proof locking feature is provided to resist tampering with the register. The totalizing register has a straight-reading odometer type display, a 360º test circle with center sweep hand and a low flow (leak) detector. Standard gearing is used, making registers interchangeable by size. The 420 bronze meter is available with all AMR and AMI options for increased reading efficiency.

Operation: Water flows through the meter's strainer where debris is screened out. The incoming water fills a known volume of the measuring chamber on one or the other side of a movable disc that separates the chamber into two sections. As water enters, it moves the disc (nutates), forcing a known volume of water out of the meter from the opposite side of the disc. The process repeats as the sections refill and empty in turn. The nutating action of the disc is coupled magnetically to the register to indicate the volume of water that passes through the meter.

Maintenance: The Mueller 420 positive displacement meter is designed and manufactured to provide long service life with virtually no maintenance required. Repair components available include complete chamber assemblies and bottom plate gaskets. All components can be accessed without removing the meter body from the service line for simplified maintenance.

Connections: Supplied with external straight pipe threads (NPSM) per ANSI B1.20.1

⅝" X ½" 420 BRONZE PD METER

MATERIALS AND SPECIFICATIONS

Model	420 Bronze Meter
Sizes	⅝" x ½", ⅝" x ¾"
Standards	AWWA C-700, Most current NSF-61, ANSI, & EPA Initiatives
Service	Measurement of flow in forward direction only
Installation	Horizontal or Vertical
Operating Flow Range	See charts on the following pages
Accuracy	See charts on the following pages
Maximum Working Pressure	150 psi
Temperature Range	33º F to 100º F water temperature
Measuring Element	Nutating Disc PD Chamber
Register Type	Straight reading, permanently sealed, magnetic drive with low flow indicator and remote reading capability
Meter Connections	External straight pipe threads (NPSM)
Materials	Meter case – Bronze Bolts – Stainless Steel Measuring Element Chamber and Disc - Thermoplastic Disc Pin - SST Strainer - Thermoplastic
Options	AMR/AMI Reading Systems

420 SERIES BRONZE

420 Bronze PD Meter - Sizes ⅝" x ½" and ⅝" x ¾"

METER REGISTRATION

METER SIZE	INITIAL DIAL*	CAPACITY	INITIAL DIAL*	CAPACITY
⅝"	10 Gallons	10 Million	1 Cubic Feet	1 Million

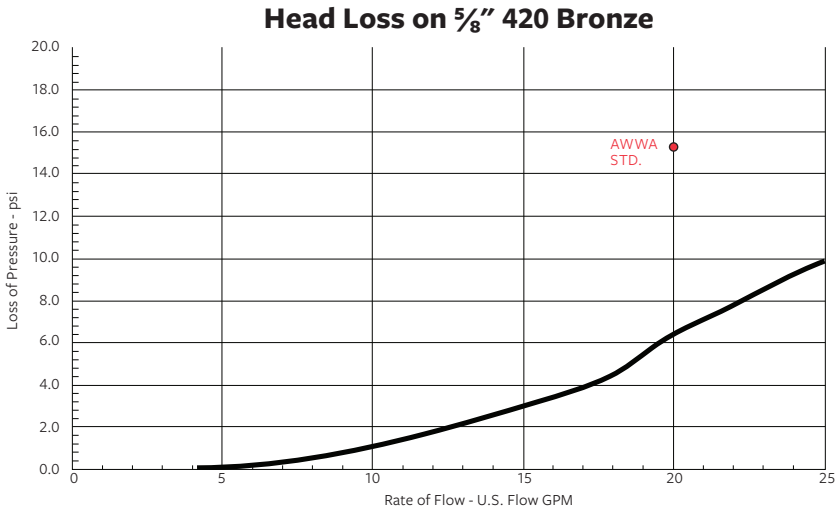
*Registration equal to one full revolution of the sweep hand.

FLOW CHARACTERISTICS

METER SIZE	TYPICAL LOW FLOW (95% MINIMUM)	TYPICAL OPERATING RANGE (100% ± 1.5%)	MAXIMUM CONTINUOUS OPERATION
⅝"	⅛ GPM	½ to 20 GPM	15 GPM

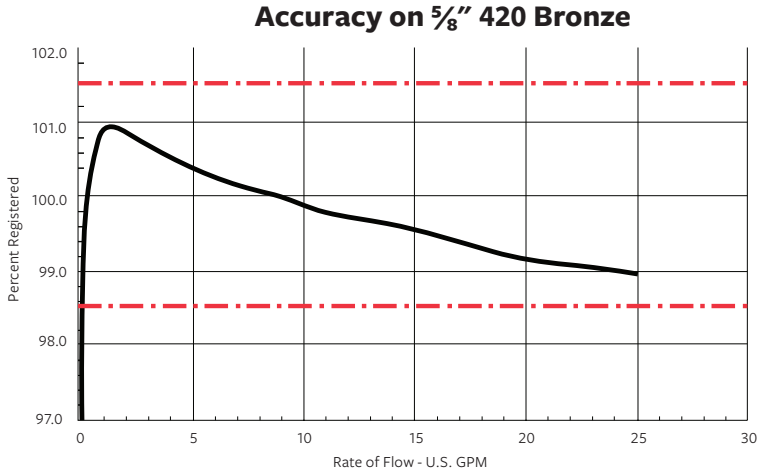
PERFORMANCE

HEAD LOSS



NOTE: Performance curves are typical only and NOT a guarantee of performance.

ACCURACY



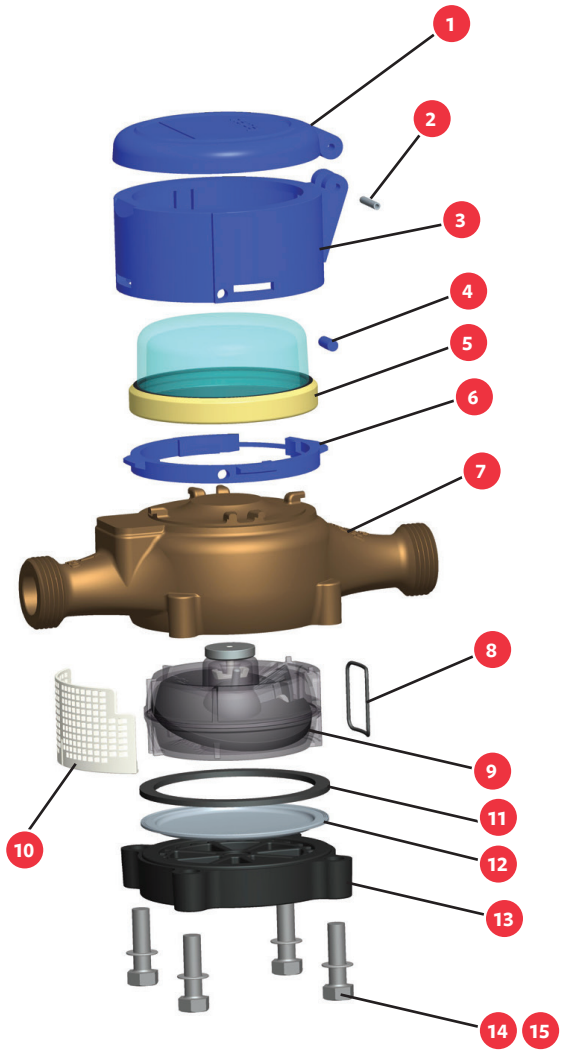
NOTE: Performance curves are typical only and NOT a guarantee of performance.

420 SERIES BRONZE

420 Bronze PD Meter - Sizes 5/8" x 1/2" and 5/8" x 3/4"

MODEL 420 BRONZE METER ASSEMBLY COMPONENTS

ITEM	PART #	DESCRIPTION	QTY
1	C5768	Plastic Register Cover	1
	C5774	Bronze Register Cover	
2	C5769	Plastic Register Housing Base	1
	C5772	Bronze Register Housing Base	
3	AS41122	Plastic Lid Spirol Pin	1
	AS41123	Bronze Lid Spirol Pin	
4	AS12658	Blue Color Register Locking Pin	1
	AS126581	Bronze Color Register Locking Pin	
5	D36981	Model 420 Visual Register SG	1
	D36982	Model 420 Visual Register CF	
	D36983	Model 420 Visual Register CM	
6	C5770	Register Housing Insert	1
7	D3680SI	5/8" x 3/4" Model 420 Main Case	1
	D3681-1SI	5/8" x 1/2" Model 420 Main Case	
8	A13120	Model 420 Chamber O-Ring	1
9	D3635PO	Model 420 Chamber Assembly	1
10	C6681	Model 420 Bronze Strainer Retainer	1
11	B8664	Model 420 Bronze Gasket	1
12	B8665	Model 420 Liner (Iron / Brz Only)	1
13	B8663	Model 420 Iron Bottom Plate	1
	B8662	Model 420 Bronze Bottom Plate	
	C6682	Model 420 Polymer Bottom Plate	
14	90026	5/16 - 18 x 7/8" Hex Bolt SS (Iron / Brz Btm)	4
	90010	5/16 - 18 x 1 1/8" Hex Bolt SS (Plastic Btm)	
15	90018	5/16 Flat Washer SS (Polymer Btm)	4

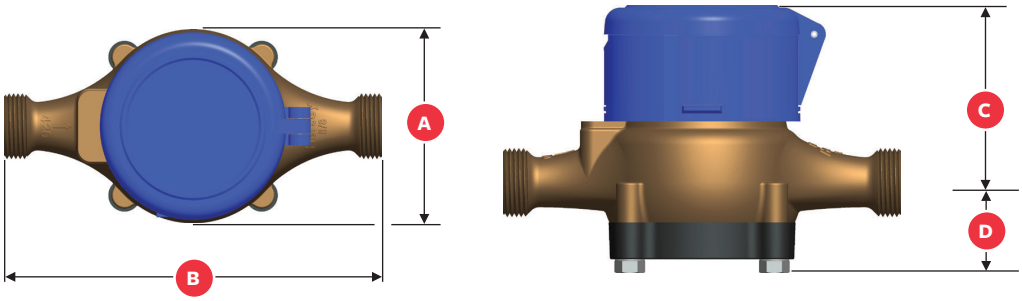


DIMENSIONS, WEIGHTS AND PARTS

METER SIZE		5/8″	
MODEL	420 BRONZE STANDARD REGISTER	420 BRONZE SSR REGISTER	420 BRONZE ME-8 REGISTER
	DIMENSION		
A	3.8125″	3.8125″	3.8125″
B	7.5″	7.5″	7.5″
C	3.3125	3″	3.5″
D	1.375″	1.375″	1.375″
Weight	3.7	3.7	3.7

Weights are in pounds are approximate.
Inlet and outlet ½″ or ¾″

420 BRONZE METER



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F 14206 6/20

MUELLER

1875

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435 SERIES BRONZE

435 Bronze PD Meter - Sizes ¾" Short, ¾" x ¾" Standard, ¾" x 1"

FEATURES

Applications: The Mueller® 435 bronze is a nutating disc style, positive displacement meter designed for residential and small commercial applications where water volumes are low and low flow sensitivity is important.

Conformance to Standards: All Mueller 435 bronze meters meet or exceed the latest revision of the AWWA C-700 Standard for positive displacement meters. Every 435 bronze no lead meter is compliant with the latest initiatives of NSF, ANSI and EPA standards.

Construction: Mueller 435 water meters consist of three basic parts: maincase; measuring chamber; and permanently sealed register. The maincase is made of bronze for long life. Direction of flow arrows and model are cast into each maincase for ease of identification. The bottom cover is epoxy-coated cast iron with a molded plastic liner separating it from the waterway. Optional bronze bottom covers are available. The measuring chambers are designed for reduced wear during operation. The measuring chamber, integral strainer, nutating disc and thrust roller are thermoplastic, which is dimensionally stable and will not corrode. The meter is designed so that the register can be replaced easily without removing the meter from the service line.

Register: The permanently sealed solid state encoder register has a heat treated, glass lens and thermoplastic housing to eliminate dirt, moisture infiltration and fogging. An integral tamper-proof locking feature is provided to resist tampering with the register. The totalizing register has a 10 digit LCD reading display, up to 9 digit electronic output, specifiable visual back flow detection, battery life icon, and a low flow and leak detector. Visual tamper codes are displayed intermittently with the reading data in the event of register removal or magnetic tampering. The 435 bronze meter is compatible with all AMR and AMI options for increased reading efficiency.

Operation: Water flows through the meter's strainer where debris is screened out. The incoming water fills a known volume of the measuring chamber on one or the other side of a movable disc that separates the chamber into two sections. As water enters, it moves the disc (nutates), forcing a known volume of water out of the meter from the opposite side of the disc. The process repeats as the sections refill and empty in turn. The nutating action of the disc is sensed by the register to accurately indicate the volume of water that passes through the meter.

Maintenance: The Mueller 435 positive displacement meter is designed and manufactured to provide long service life with virtually no maintenance required. Repair components available include complete chamber assemblies and bottom plate gaskets. All components can be accessed without removing the meter body from the service line for simplified maintenance.

Connections: Supplied with external straight pipe threads (NPSM) per ANSI B1.20.1

¾" SHORT BRONZE 435 PD BRONZE BODIED METER WITH SSR REGISTER

MATERIALS AND SPECIFICATIONS

Model	435 Composite Meter
Sizes	¾" Short, ¾" x ¾" Standard, ¾" x 1"
Standards	AWWA C-710, Most Current NSF-61, ANSI, & EPA Initiatives
Service	Measurement of flow in forward direction only
Installation	Horizontal or Vertical
Operating Flow Range	See charts on the following pages
Accuracy	See charts on the following pages
Maximum Working Pressure	150 psi
Temperature Range	33° F to 100° F water temperature
Measuring Element	Nutating Disc PD Chamber
Register Type	Solid State Register (SSR) ME-8 Register 5′ flying lead wire, 5′ Nicor connector, 5′ Itron connector
Meter Connections	External straight pipe threads (NPSM)
Materials	Meter case – Bronze Bolts – Stainless Steel Measuring Element Chamber and Disc - Thermoplastic Disc Pin - SST Strainer - Thermoplastic
Options	AMR/AMI Reading Systems

435 SERIES BRONZE

435 Bronze PD Meter - Sizes ¾" Short, ¾" x ¾" Standard, ¾" x 1"

METER REGISTRATION

METER SIZE	REGISTRATION	REGISTRATION	REGISTRATION
¾"	Gallons	Cubic Feet	Cubic Meters

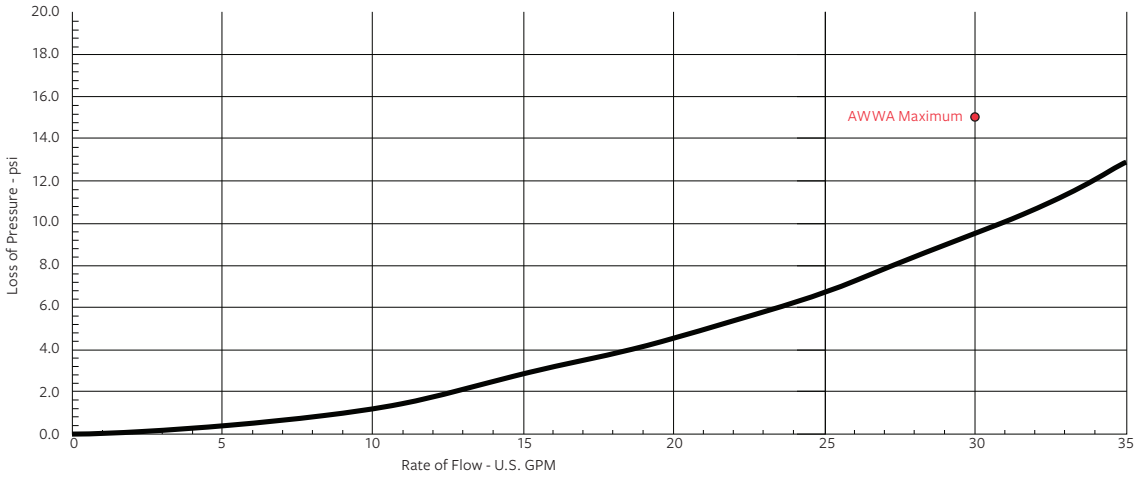
*All registration values are factory programmable and must be specified prior to ordering.

FLOW CHARACTERISTICS

METER SIZE	TYPICAL LOW FLOW (95% MINIMUM)	TYPICAL OPERATING RANGE (100% ± 1.5%)	MAXIMUM CONTINUOUS OPERATION
¾"	¼ GPM	¾ to 30 GPM	25 GPM

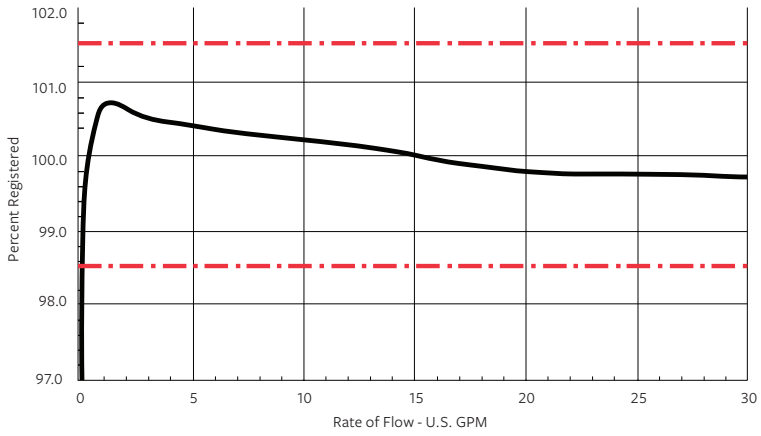
PERFORMANCE

HEAD LOSS



NOTE: Performance curves are typical only and NOT a guarantee of performance.

ACCURACY



NOTE: Performance curves are typical only and NOT a guarantee of performance.

435 SERIES BRONZE

435 Bronze PD Meter - Sizes ¾" Short, ¾" x ¾" Standard, ¾" x 1"

MODEL 435 BRONZE METER ASSEMBLY COMPONENTS

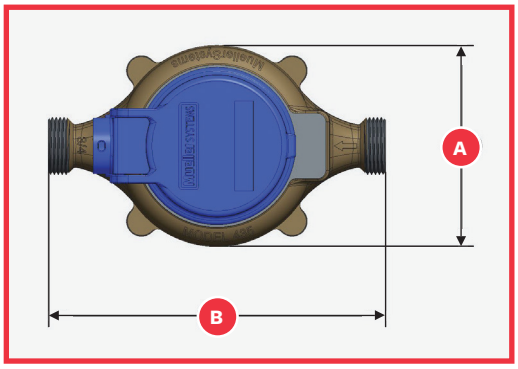
ITEM	PART #	DESCRIPTION	QTY
1	C6939	SSR Cover	1
2	CALL CS	SSR Register Assembly	1
3	B8703	SSR Housing Retainer	1
	D3707	¾" x ¾" x 7.5" Model 435 Main Case	
3B	B8735	SSR Ring Wedge	1
4	D3723-1	¾" x ¾" x 9" Model 435 Main Case	1
	D3723-2	¾" x 1" x 9" Model 435 Main Case	
5	D3705	Model 435 Chamber Assembly	1
6	A13128	Model 435 Chamber O-Ring	1
7	C6933	Model 435 Strainer Retainer	1
8	B8698	Model 435 Bronze Gasket	1
9	B8699	Model 435 Liner (Iron / Brz Bottom Only)	1
10	B8714	Model 435 Iron Bottom Plate	1
	B8715	Model 435 Bronze Bottom Plate	
11	90026	5/16 - 18 x 7/8 Hex Bolt SS (Iron / Brz Btm)	4

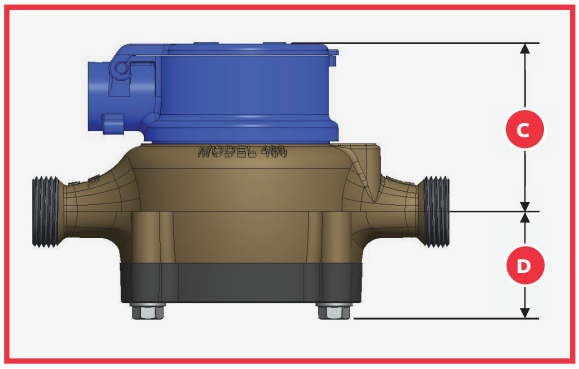
DIMENSIONS, WEIGHTS AND PARTS

METER SIZE	¾" SHORT 7.5"	¾" STANDARD 9"	¾" X 1" X 9"
MODEL	435 BRONZE SSR REGISTER	435 BRONZE SSR REGISTER	435 BRONZE SSR REGISTER
	DIMENSION		
A	4.475″	4.475″	4.475″
B	7.5″	9″	9″
C			
Visual Register	3.25″	3.25″	3.25″
SSR Register	3.035″	3.035″	3.035″
ME-8 Register	3.5″	3.5″	3.5″
D	1.925″	1.925″	1.925″
Weight	4.6	4.7	4.8

Weights are in pounds are approximate.

435 BRONZE METER





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F 14210 6/20

MUELLER

1879

MUELLER

452 SERIES

Magnetic Drive Positive Displacement Disc Meters Size 1”

FEATURES

Applications: Measurement of cold water for residential and small commercial applications where water volumes are low, and low flow sensitivity is important.

Conformance to Standards: Mueller 452 water meter complies with latest version of ANSI/AWWA Standard C700, NSF-61 372 and the Safe Water Drinking Act. Each meter is tested to ensure compliance.

Construction: Mueller 452 water meter consists of three basic parts: main case; measuring chamber; and permanently sealed register. The main case is made of bronze for long life. Direction of flow arrows and model are cast into each main case. The bottom cover is epoxy-coated cast iron with a molded plastic liner separating it from the waterway. Optional bronze bottom covers are available. The measuring chambers are large for reduced wear during operation. The measuring chamber, integral strainer, nutating disc are thermoplastic, which is dimensionally stable and will not corrode. The stainless steel thrust roller moves smoothly along a stainless steel wear plate to reduce friction and maintain accuracy. The register box and lid are available in plastic or bronze. The meter is designed so that the register can be replaced without removing the meter from the line.

Register: The permanently sealed register has a unique seal and heat-treated glass to eliminate dirt, moisture infiltration and lens fogging. An integral tamper-proof locking feature is provided to resist tampering with the register. The totalizing register has a straight-reading odometer type display, a 360° test circle with center sweep hand and a low flow (leak) detector or the option of a solid state LCD display. Standard gearing is used, making registers interchangeable by size. All Mueller meter Models have electronic meter reading systems available for increased reading efficiency (see Meter Reading Systems.)

Operation: Water flows through the meter’s strainer where debris is screened out. The incoming water fills a known volume of the measuring chamber on one or the other side of a movable disc that separates the chamber into two sections. As water enters, it moves the disc (nutates), forcing a known volume of water out of the meter from the opposite side of the disc. The process repeats as the sections refill and empty in turn. The nutating action of the disc is coupled magnetically to the register to indicate the volume of water that passes through the meter. The large capacity measuring chamber requires fewer nutations of the disc for each gallon measured, which helps to limit wear, extend the life of the meter, and reduce pressure loss.

Maintenance: The Mueller 452 water meter is designed and manufactured to provide long service life with virtually no maintenance required.

Connections: Supplied with external straight pipe threads (NPSM) per ANSI B1.20.1.

452 WITH SSR REGISTER

MATERIALS AND SPECIFICATIONS

Model	452
Sizes	1″ x 1″
Standards	Manufactured and tested to meet or exceed all applicable parts of ANSI/AWWA C700 Standard NSF-61 372 and the Safe Water Drinking Act
Service	Cold water measurement with flow in only one direction
Operating Flow Range	See chart on the following page
Accuracy	See chart on the following page
Pressure Loss	See chart on the following page
Maximum Working Pressure	150 PSI
Temperature Range	33° F to 100° F water temperature
Measuring Element	Nutating Disc
Register Type	Straight reading, permanently sealed, magnetic drive with low flow indicator. Remote reading units optional.
Meter Connections	1″ external (NPSM) straight pipe threads per ANSI B1.20.1
Materials	Meter case – No Lead Bronze; Bottom cover – cast iron ASTM A126 CL. B; Chamber top/ bottom – thermoplastic; Nutating disc – thermoplastic; Disc pin – stainless steel; Thrust roller – stainless steel; Wear plate – stainless steel; Coupling – Ceramic magnet; Strainer – thermoplastic; Coupling shaft – stainless steel ANSI B18; Top cover bolts – stainless steel ANSI B18; Bottom cover bolts – stainless steel ANSI B18; Register box and lid – thermoplastic.
Options	Bottom cover – bronze UNSC84400 ; Register box and lid – bronze UNSC85700; AMR/AMI Reading Systems

452 SERIES

Magnetic Drive Positive Displacement Disc Meters Size 1”

METER REGISTRATION

METER SIZE	INITIAL DIAL*	CAPACITY	INITIAL DIAL*	CAPACITY
1″	10 Gallons	10 Million	1 Cubic Feet	1 Million

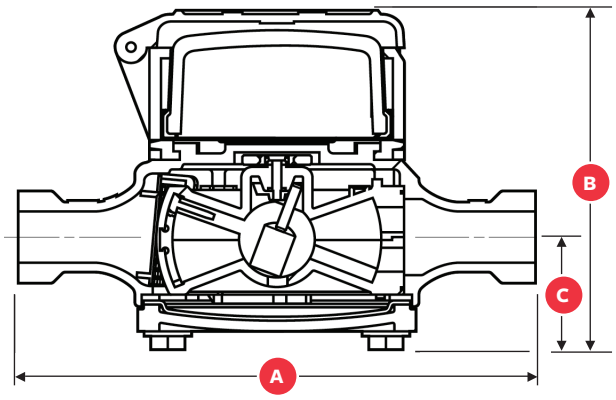
*Registration equal to one full revolution of the sweep hand.

FLOW CHARACTERISTICS

METER SIZE	TYPICAL LOW FLOW (95% MINIMUM)	TYPICAL OPERATING RANGE (100% ± 1.5%)	MAXIMUM CONTINUOUS OPERATION
1″	¾ GPM	2 to 20 GPM	35 GPM

Note: Performance curves are typical only and NOT a guarantee of performance.

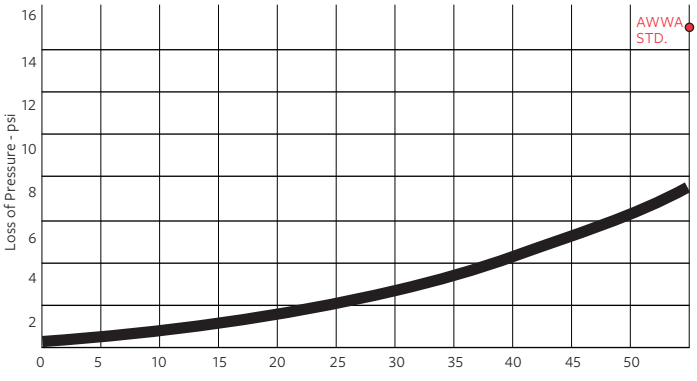
DIMENSIONS AND WEIGHTS



METER SIZE	1″
	ENDS EXTERNAL (NPSM) STRAIGHT PIPE THREADS
MODEL	452
DIMENSIONS	
A	10 ¾″
B Visual Reg	5 ½″
B SSR Reg	5 ¼″
B ME-8 Reg	5 ¾″
C	2 ⅛″
Width	7.22″
Inlet & Outlet	1″
Net Weight	11

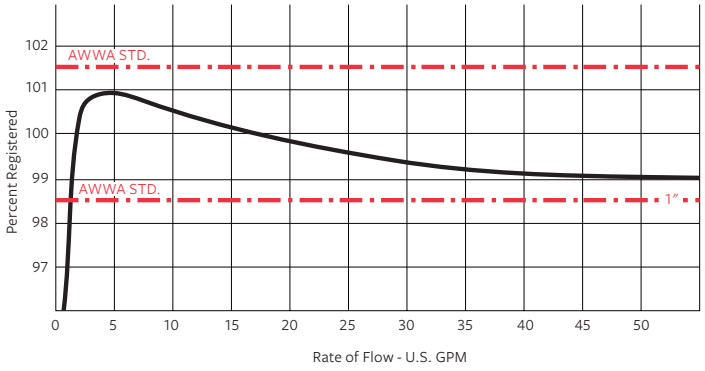
PERFORMANCE

HEAD LOSS - 1” (FIGURE 1)



NOTE: Performance curves are typical only and NOT a guarantee of performance.

ACCURACY - 1” (FIGURE 2)



452 SERIES

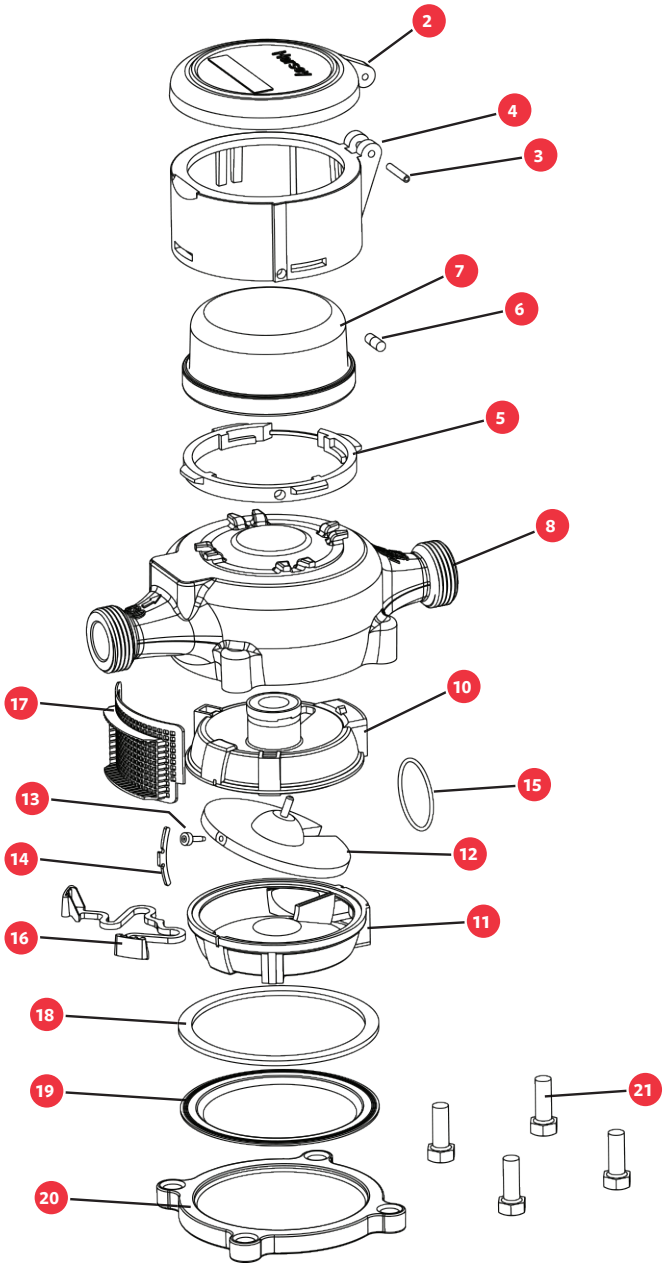
Magnetic Drive Positive Displacement Disc Meters Size 1" Parts

REF NO.	DESCRIPTION	MATERIAL	1" MODEL 452
1	Complete Register Housing Assembly Includes the following:	Plastic	B7856
		Bronze	B7857
2	Register Cover	Plastic	C5768
3	Spirol Pin	Plastic	AS41122
	Spirol Pin	Bronze	AS41123
4	Register Housing Base	Plastic	C5769
5	Register Housing Insert	Plastic	C5770
6	Register Locking Pin	Blue Color Plastic	A12658
	Register Locking Pin	Brass Color Plastic	A126581
7	Visual Register USG	Glass/Brass	D32565
	Visual Register CF	Glass/Brass	D32566
	Encoder Register USG*	Plastic/Brass	Call CS
	Encoder Register CF*	Plastic/Brass	Call CS
8	1" Main Case 2006 and after	No Lead Bronze	D3589SI
9	Complete Chamer Assembly Includes following parts 10-16	Plastic	C5692PO
10	Top Chamber Assembly	Plastic**	-
11	Bottom Chamber Assembly	Plastic**	-
12	Disc Assembly	Plastic/SST**	-
13	Thrust Roller	SST	
14	Wear Plate	SST	
15	Outlet Seal	Rubber	A130203
16	Chamber Retainer	Plastic	C5466
17	Strainer	Plastic	51026P045
18	Gasket	Rubber	C5489
19	Liner	Plastic	C5506
20	Bottom Cover 2006 and after	Cast Iron	B8623
	Bottom Cover 2006 and after	Bronze	B8624
21	Case Bolt 2006 and after	SST	90010 (6)

*Call Mueller Customer Service for appropriate Translator Register and AMR Device part number.
**Available only as part of item 9 – Complete Chamber Assembly.
NOTE: If more than one part is required per assembly, quantity is noted after part number (in parenthesis). The different top and bottom case requirements for the various flange configurations. Bolt quantities and sizes vary.

452 SERIES

Magnetic Drive Positive Displacement Disc Meters Model 452



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MUELLER

1883

Job Name _____ Contractor _____

Job Location _____ Approval _____

Engineer _____ Contractor's P.O. No. _____

Approval _____ Representative _____

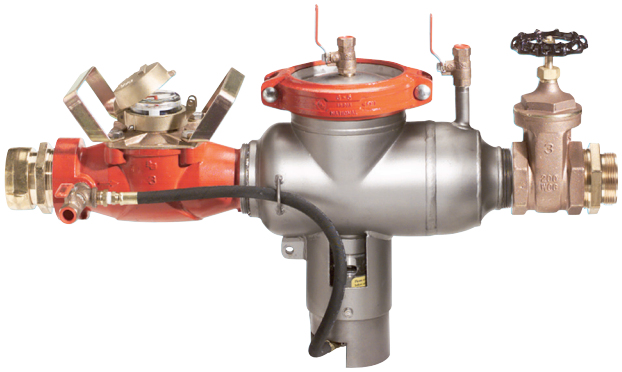
Series 6000HMB

Double Check Valve Assemblies

Sizes: 2½" – 7NST x 3"

Series 6000HMB Portable Hydrant Backflow Preventers are designed to protect drinking water supplies from dangerous cross-connections in accordance with national plumbing codes and water authority requirements for non-potable service applications such as irrigation, fireline, or industrial processing.

For use in protection of water from a fire hydrant or other nonpermanent installation where flow is in one direction only and the possibility of a cross-connection exists. This model can be used where approved by the local authority having jurisdiction on health hazard cross-connections. Ideal for use with client's existing hydrant meter hookup.



6000HMB

Features

- Designed to retrofit backflow protection onto fire hydrants used for temporary water service.
- Outlet gate valve can be opened/closed slowly to prevent surges.
- Heavy duty relief valve cover prevents vandalism and protects the valve from damage when the 994HMB is transported to another fire hydrant location.
- In-line flow restrictor protects the meter measuring element and the backflow preventer components from damage due to excessive flow.
- Stainless steel kicker bar supplied with each valve for support
- Meets AWWA C701 meter requirements.
- Standardly supplied with 2½"-7 NST fire hose swivel coupling on inlet.
- Only weighs 66 lbs. total.
- Backflow preventer manufactured from 300 Series stainless steel for corrosion resistance.
- Includes the strongest double walled stainless steel inlet strainer available.
- Accurately measure flow and protects the water supply from possible contamination.

Materials

Housing:	Heat treated aluminum alloy/ stainless-steel
Nose Cone and Straightening Vanes:	Thermoplastic
Rotor:	Thermoplastic
Rotor Radial Bearings:	Lubricated Thermoplastic
Rotor Thrust Bearings:	Sapphire Jewels
Rotor Bearing Pivots:	Passivated 316 Stainless Steel
Calibration Mechanism:	Stainless Steel and Thermoplastic
Flow Restriction Orifice:	Heat Treated Aluminum Alloy
Magnet:	Ceramic
Register Cover:	Bronze
Trim:	Stainless Steel
Inlet Screen:	Stainless Steel with Elastomer

NOTICE

The information contained herein is not intended to replace the full product installation and safety information available or the experience of a trained product installer. You are required to thoroughly read all installation instructions and product safety information before beginning the installation of this product.

Ames Fire & Waterworks product specifications in U.S. customary units and metric are approximate and are provided for reference only. For precise measurements, please contact Ames Fire & Waterworks Technical Service. Ames Fire & Waterworks reserves the right to change or modify product design, construction, specifications, or materials without prior notice and without incurring any obligation to make such changes and modifications on Ames Fire & Waterworks products previously or subsequently sold.

AMES FIRE & WATERWORKS

A WATTS Brand

Specifications

Typical Operating Range (100%±1.5%)	5 – 660 GPM (1.1 to 150 m3/h)
Maximum Continuous Flow	450 GPM (102 m3/h)
Maximum Intermittent Flow	660 GPM (150 m3/h)
Typical Low Flow (Min. 95%)	4 GPM (0.9 m3/h)
Pressure Loss at Maximum	37 psi @ 450 GPM (2.55 bar @ 102 m3/h) (standard couplings with orifice and screen)
Continuous Operation	Note: 23 psi @ 350 GPM
Maximum Operating Pressure	150 psi (10 bar)
Standard Hose Coupling	2½" – 7" NST threads (78P – 3.4mm) (National standard fire hose coupling thread)
Register	Straight reading, permanently sealed magnetic drive standard.
Registration	100,000,000 Gallons 100 gallons/sweep hand revolution. 10,000,000 Cubic Feet 10 cubic ft./sweep hand revolution. 1,000,000 m3 1 m3/sweep hand revolution.
Flow Restriction (Orifice)	Limits flow through the meter to 660 GPM at 85 psi system pressure with standard couplings. (150 m3/h at 5.9 bar)

Typical Installation — Hydrant Meter Backflow

⚠ WARNING

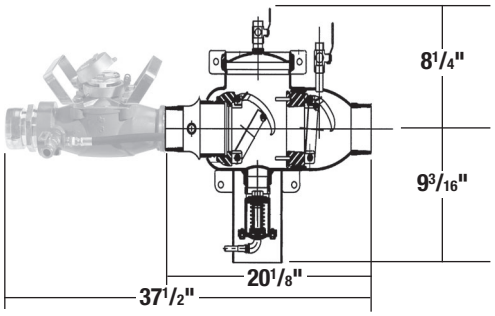
It is illegal to use this product in any plumbing system providing water for human consumption, such as drinking or dishwashing, in the United States. Before installing standard material product, consult your local water authority, building and plumbing codes.

Approvals

Model 6000HMB Hydrant Meter Backflow Preventer meets the design requirements of most national standards. Due to the portability of the unit, there are no national approvals available. Contact the factory for specific approvals on the reduced pressure backflow preventer.

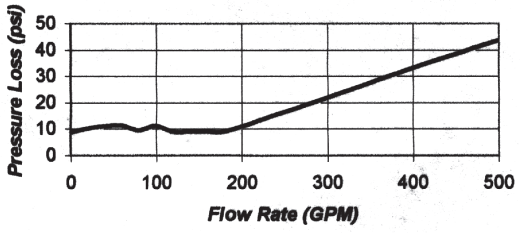
Dimensions — Weight

Overall lay length: 37½"
Weight: 66 lbs.
Height from top of open gate valve to bottom of relief valve 19"
Width: 10"

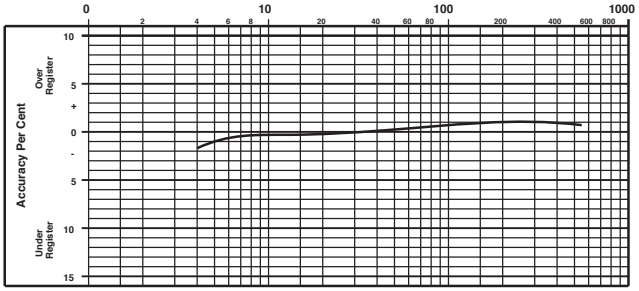


MODEL	WEIGHT	
	lbs.	*kg*
6000HMB-GPM	66	30
6000HMB-CFM	66	30

Pressure Loss Chart
Rate of Flow in Gallons per Minute



Accuracy Chart
Rate of Flow in Gallons per Minute



NOTICE

Inquire with governing authorities for local installation requirements

AMES FIRE & WATERWORKS

A **WATTS** *Brand*

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FM³

Fire Service Meter with Bypass
Sizes 3”, 4”, 6”, 8”, 10”

Features

APPLICATIONS: The Hersey® Meters FM³ fire service meter is designed for combined fire service and domestic water where a single supply line supports both fire and domestic or process needs. The meter may be utilized in automatic sprinkler systems and fire service, as a master meter for an entire water system, as a master meter for zoned systems, and for domestic or processed water where accuracy across a broad range of flows is critical. The FM³ meter eliminates the need for secondary service lines, saving time and reducing installation expenses and is compliant for all UL®, FM®, NSF®-61 fire service meter applications.

CONSTRUCTION: Every Hersey FM³ meter is manufactured with epoxy coated ductile iron construction which eliminates additional gaskets and fasteners, reducing ongoing maintenance costs. The unique, Hersey strainer design protects the horizontal turbine meter measuring element in a unibody construction that reduces meter vault and installation costs due to its compact size and reduced weight while providing four times the inlet pipe diameter of strainer surface area. The unitized horizontal turbine measuring element is easily accessed through the top case of the meter and o-ring seals simplify field service. A Hersey EDCIV™ detector check provides proven backflow protection with a spring loaded clapper assembly that is mounted to the top case of the check valve for ease of service. Bypasses consist of an appropriately sized positive displacement or residential fire line meter for low flow accuracy. Dual ball valves permit isolation of the meter and a swing check prevents backflow through the bypass. Stainless steel and bronze fasteners are used throughout the meter where required.

REGISTER: Separate mainline and bypass registers provide visibility of performance and field testing opportunity. The permanently sealed registers use proven magnetic drive design and the exclusive Hersey triple seal provides clarity and error free meter reading. Internal gears are self lubricating, molded plastic for minimal friction and a long service life. Standard visual read and electronic Translator® registers offer odometer wheels with a totalizing display, 360° degree test circle with center sweep hand and a low flow indicator. All Hersey FM³ models are available with electronic meter reading system components to meet any utility AMR/AMI requirement and all registers are protected by the unique Hersey locking pin which requires no special removal tools for field service.

OPERATION: During normal low flow operation, all water flows through the sensitive bypass meter for accurate registration. As flow and pressure loss through the bypass increases, the mainline clapper assembly automatically opens, permitting water to flow through the horizontal turbine measuring element and the bypass meter for accurate combined registration of all flows. The element employs Hersey's unique Retro-Thrust® feature to divide wear across multiple points, increasing accuracy, reducing friction and extending the life of the measuring element. Integral flow straightening vanes on the inlet and outlet sides of the measuring element contribute to the long term accuracy of the meter. As flow and pressure loss through the bypass meter decrease, the clapper assembly once again closes, redirecting all water through the bypass. Higher demand instances include master meter supply applications and fire suppression requirements.

INSTALLATION: Hersey FM³ meters are designed for horizontal installation with a minimum of five times the inlet pipe diameter of straight pipe prior to the meter and a minimum of three times the pipe diameter after the meter.

MAINTENANCE: All service components for the FM³ are unitized for easy replacement. Access to components is accomplished through the top side of the meter for full in-line service. Drop In Measuring Elements (DIMES) are available in pre-tested configurations which include a new measuring element, top case, register and o-ring for utilities that require quick field replacement. A calibration vane permits field adjustments to ensure accurate registration and extend the service life of the measuring element. The calibration vane is protected by the register and the locking pin for added security. For additional information regarding Hersey's unitized replacement options, please contact the Mueller Systems Sales and Technical Support Group at 800-323-8584.

4" x 1" FM³ with Residential Fire Meter

Materials and Specifications

MODEL	FM³ Fire Service Meter
SIZES	3" with 3/4" RFM bypass meter 4" with 1" RFM bypass meter 6" with 2" PD bypass meter 8" with 2" PD bypass meter 10" with 2" PD bypass meter
STANDARDS	Manufactured and tested to meet or exceed all applicable parts of AWWA C703, NSF®-61 compliant
INSTALLATION	Horizontal only with 5X pipe diameter of straight pipe (same size as meter) on inlet and 3X on outlet side of meter
OPERATING FLOW RANGE	See Chart on the following page
ACCURACY	See Chart on the following page
PRESSURE LOSS	See Chart on the following page
MAXIMUM WORKING PRESSURE	175 PSI
WATER TEMPERATURE RANGE	33ºF to 100ºF
MEASURING ELEMENT	Mainline: Horizontal Turbine Element on all sizes Bypass: RFM.....Vertical Turbine Residential Fire Meter on 3" and 4" sizes Bypass: PD.....High Pressure Nutating Disc Meter on 6", 8" and 10" sizes
METER CONNECTIONS	ANSI class 125 standard end flanges
OPTIONS	All AMR/AMI Reading Systems

Mueller SYSTEMS

FM

Fire Service Meter with Bypass
Sizes 3”, 4”, 6”, 8”, 10”

Meter Registration

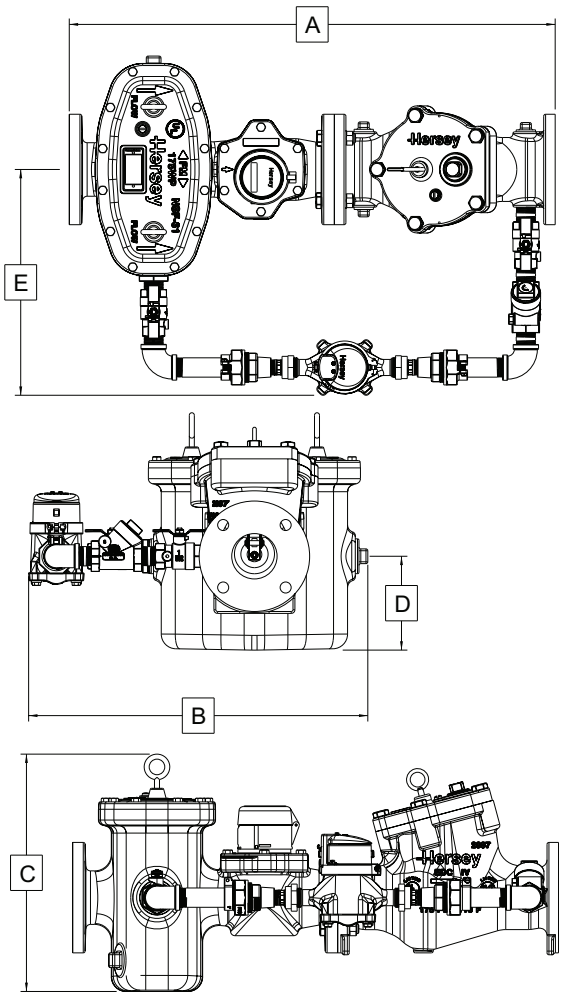
Meter Size	Initial Dial*	Capacity	Initial Dial*	Capacity
3"	100 Gallons	100 Million	10 Cubic Feet	10 Million
4"	100 Gallons	100 Million	10 Cubic Feet	10 Million
6"	1000 Gallons	1 Billion	100 Cubic Feet	100 Million
8"	1000 Gallons	1 Billion	100 Cubic Feet	100 Million
10"	1000 Gallons	1 Billion	100 Cubic Feet	100 Million

*Registration equal to one full revolution of the sweep hand.

Flow Characteristics

Meter Size	Typical Low Flow (95% Min)	Typical Operating Range (100% ± 1.5%)	Maximum Continuous Operation	Maximum Intermittent Flow
3"	1/2 GPM	6 to 600 GPM	600 GPM	750 GPM
4"	3/4 GPM	8 to 1000 GPM	1000 GPM	1250 GPM
6"	2 GPM	15 to 2000 GPM	2000 GPM	2600 GPM
8"	2 GPM	30 to 3500 GPM	3500 GPM	4400 GPM
10"	2 GPM	40 to 5500 GPM	5500 GPM	7000 GPM

Dimensions and Weights



Meter Size	3x3/4	4x1	6x2	8x2	10x2
Dimension					
A	33"	35"	45"	53"	68"
B	23-5/8"	23-5/8"	33-11/32"	33"	39-17/32"
C	16"	19"	24-1/4"	25-15/16"	31-7/16"
D	6-3/8"	9-3/8"	11-1/2"	11-9/16"	14"
E	15-5/8"	15-5/8"	22-11/32"	19-7/8"	22-29/32"
Weight	220	250	590	890	1550

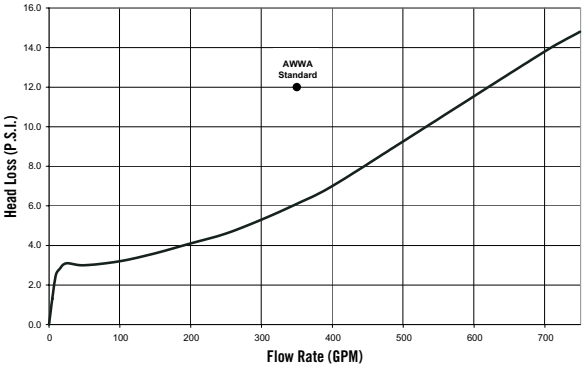
NOTE: Weights are in pounds and are approximate.

FM³

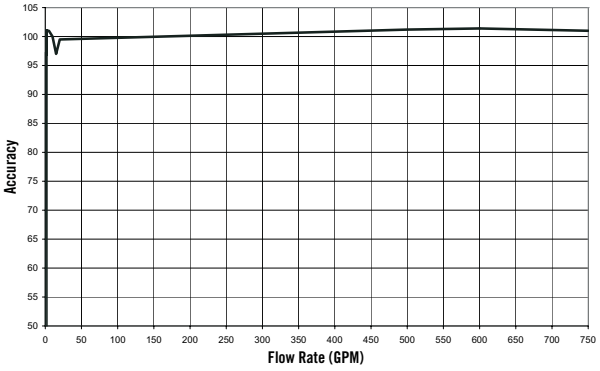
Fire Service Meter with Bypass
Sizes 3”, 4”, 6”, 8”, 10”

Performance

Head Loss – 3" with 3/4" RFM Bypass

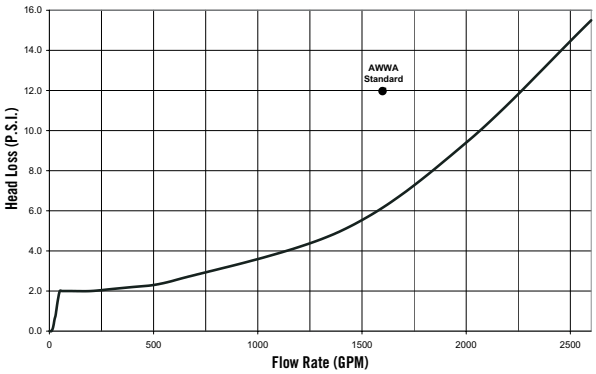


Accuracy – 3" with 3/4" RFM Bypass



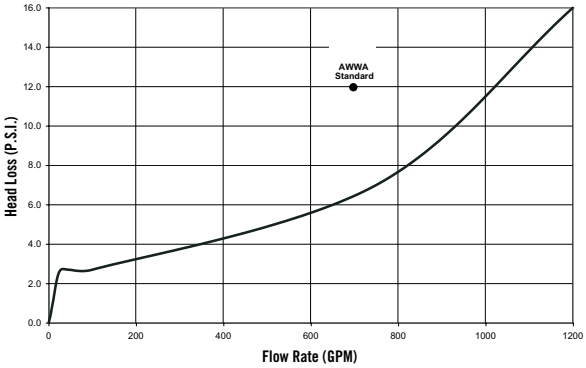
NOTE: Performance curves are typical only and NOT a guarantee of performance.

Head Loss – 6" with 2" PD Bypass

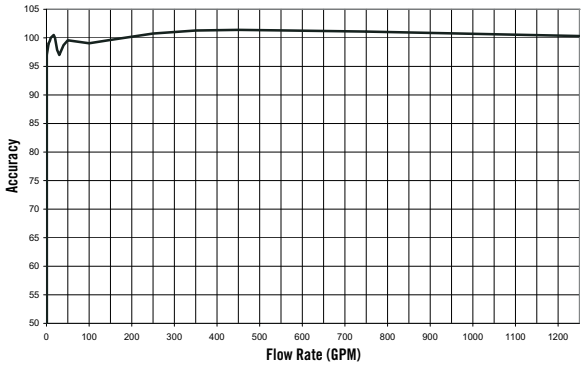


Performance

Head Loss – 4" with 1" RFM Bypass

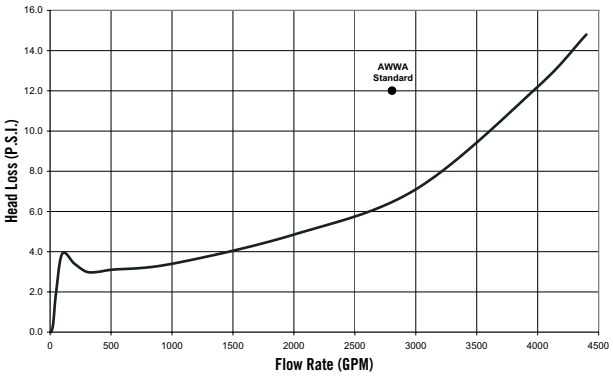


Accuracy – 4" with 1" RFM Bypass



NOTE: Performance curves are typical only and NOT a guarantee of performance.

Head Loss – 8" with 2" PD Bypass



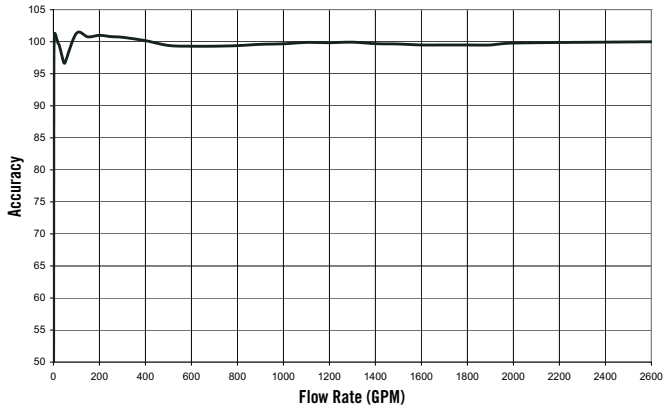
Mueller SYSTEMS

FM

Fire Service Meter with Bypass
Sizes 3”, 4”, 6”, 8”, 10”

Performance

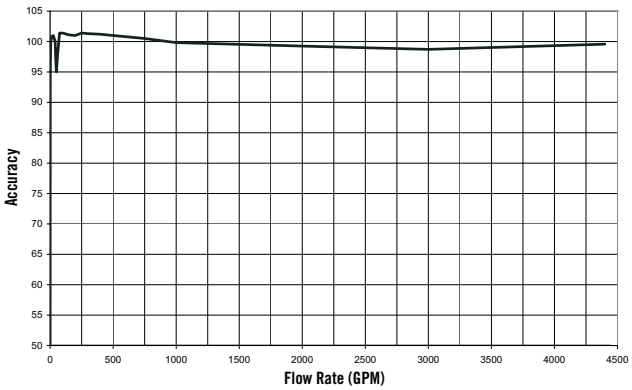
Accuracy – 6" with 2" PD Bypass



NOTE: Performance curves are typical only and NOT a guarantee of performance.

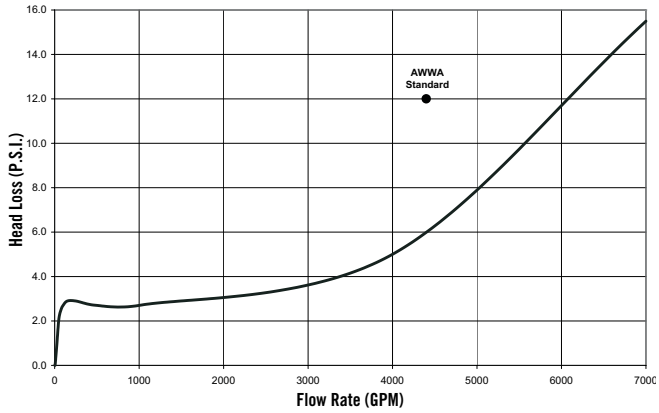
Performance

Accuracy – 8" with 2" PD Bypass



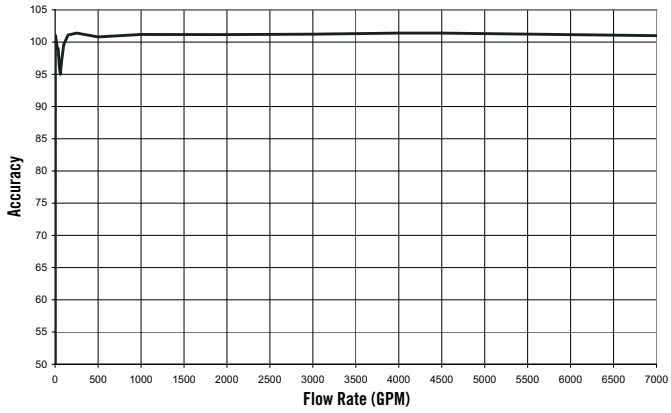
NOTE: Performance curves are typical only and NOT a guarantee of performance.

Head Loss – 10 with 2" PD Bypass Meter



NOTE: Performance curves are typical only and NOT a guarantee of performance.

Accuracy – 10" with 2" PD Bypass Meter

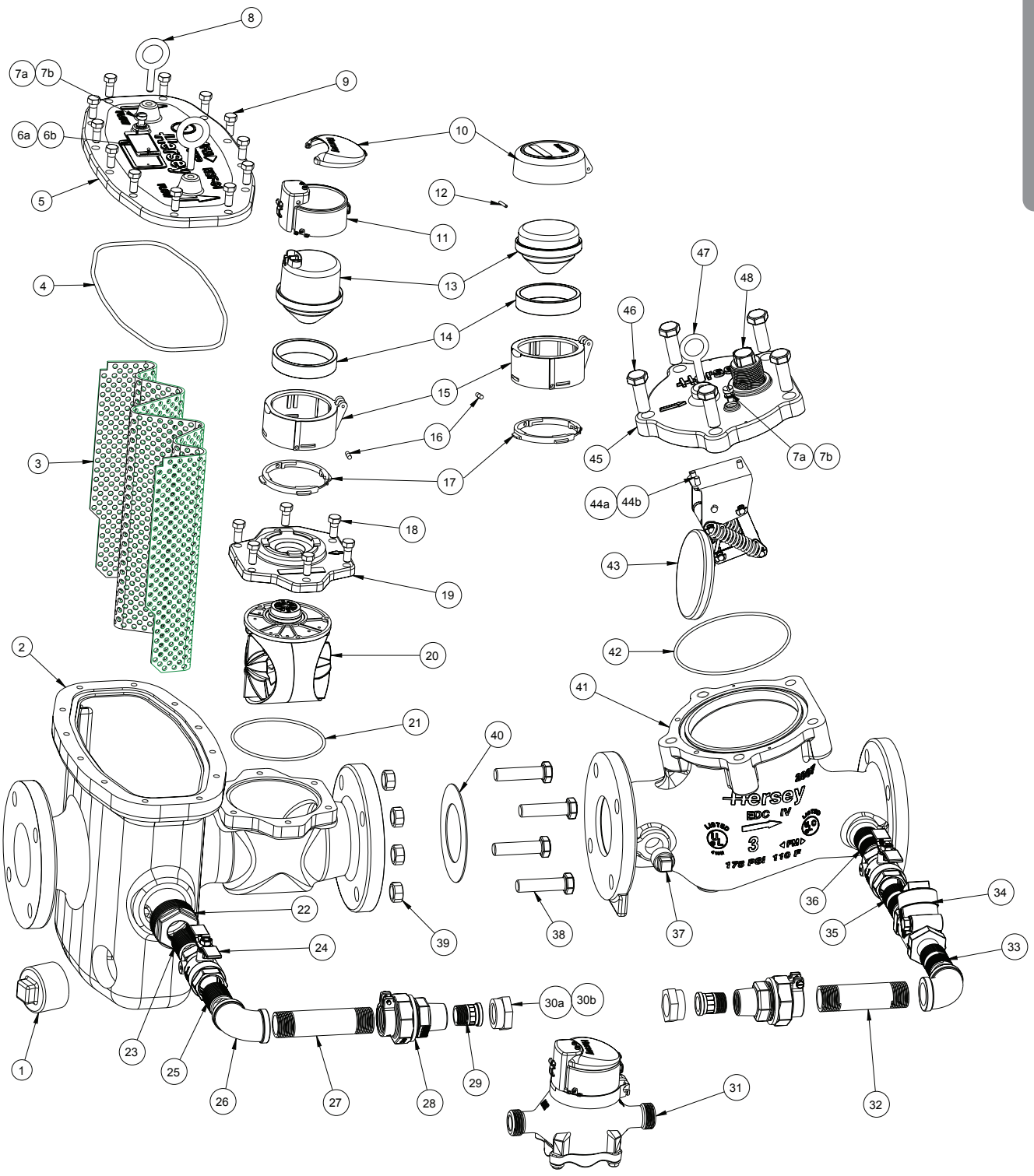


NOTE: Performance curves are typical only and NOT a guarantee of performance.

FM³

Fire Service Meter with Bypass
Sizes 3”, 4”, 6”, 8”, 10”

FM3 WITH BYPASS EXPLODED ASSEMBLY (See parts listing, next page)



Mueller SYSTEMS

Fire Service Meter with Bypass
Sizes 3”, 4”, 6”, 8”, 10”

3" - 10" FM3 WITH BYPASS PARTS LIST (See exploded assembly diagram for reference)

#	DESCRIPTION	3" x 3/4" with RFM	4" x 1" with RFM	6" x 2" with HP PD	8" x 2" with HP PD	10" x 2" with HP PD
1	TEST PORT PLUG	59010PLA (3)	59010PLA (3)	59010PLA (3)	59010PLA (3)	59010PLA (3)
2	FM3 BODY	D3624	D3603	D3608	D3614	D3618
3	STRAINER SCREEN	B8634	C6628	C6615	C6614	C6616
4	STRAINER COVER O-RING	A13077	A13077	A13078	A13079	A13080
5	STRAINER COVER	C6620	C6620	D3616	D3610	D3620
6a	NAME TAG	A13054	A13054	A13054	A13054	A13054
6b	DRIVE SCREW	7199070109	7199070109	7199070109	7199070109 (2)	7199070109 (2)
7a	VENT SCREW	59003	59003	59003	59003	59003
7b	VENT SCREW WASHER	59073	59073	59073	59073	59073
8	EYE BOLT	AS7733 (2)	AS7733 (2)	AS7731 (2)	AS7732 (2)	AS7732 (2)
9	STRAINER COVER BOLT	90065 (12)	90065 (12)	90180 (20)	90243 (20)	90264 (24)
10	TRANSLATOR LID VISUAL READ LID	B8638 50381	B8638 50381	B8638 50381	B8638 50381	B8638 50381
11	WIRE EXIT HOUSING	C6624	C6624	C6624	C6624	C6624
12	LID HINGE PIN	AS41122	AS41122	AS41122	AS41122	AS41122
13	TRANSLATOR REGISTER VISUAL READ REGISTER	D3655XXXX D3663X	D3656XXXX D3663X	D3657XXXX D3663X	D3658XXXX D3663X	D3659XXXX D3663X
14	REGISTER SPACER	50382	50382	50382	50382	50382
15	TRANSLATOR HOUSING BASE VISUAL READ HOUSING BASE	C6637 50380	C6637 50380	C6637 50380	C6637 50380	C6637 50380
16	LOCKING PIN	A12658	A12658	A12658	A12658	A12658
17	REGISTER HOUSING INSERT	C5770	C5770	C5770	C5770	C5770
18	ELEMENT COVER BOLT	90065 (6)	90065 (6)	90264 (8)	90264 (8)	90264 (8)
19	ELEMENT COVER	C6618	C6618	C6612	C6612	C6630
20	MEASURING ELEMENT	C6598	C6598	54700	54700	54700
21	ELEMENT COVER O-RING	54602	54602	B8657	B8657	B8636
22	REDUCING BUSHING	96049NSF	96049NSF	N/A	N/A	N/A
23	NIPPLE	96062	96063	9605J	9605J	9605J
24	LOCKING BALL VALVE	96551 (2)	96551 (2)	96553 (2)	96553 (2)	96553 (2)
25	NIPPLE	9605G	9605G	9605J	9605J	9607G
26	90° ELBOW	96037SS (2)	96037SS (2)	96039 (2)	96039 (2)	96039 (2)
27	CUT NIPPLE	96062	96063	96173	96174	96072
28	PACK JOINT	96010 (2)	96011 (2)	96012 (2)	96012 (2)	96012 (2)
29	CONNECTION TAILPIECE	96033 (2)	95062 (2)	N/A	N/A	N/A
30a	CONNECTION NUT	95033 (2)	95058 (2)	N/A	N/A	N/A
30b	CONNECTION WASHER	95038 (2)	95057 (2)	N/A	N/A	N/A
31	BYPASS METER	SEE RFM SHEET	SEE RFM SHEET	SEE HP PD SHEET	SEE HP PD SHEET	SEE HP PD SHEET
32	CUT NIPPLE	96062	96063	96173	96174	96072
33	NIPPLE	9605G	9605G	9605J	9605J	9609H
34	SWING CHECK VALVE	96092	96092	96094	96094	96094
35	NIPPLE	9606F	9606F	9605J	9605J	9608C
36	NIPPLE	9614A	9614A	96138	9619B	9617C
37	TEST PORT PLUG	59013 (3)	59013 (3)	59010PLA (3)	59010PLA (3)	59010PLA (3)
38	FLANGE CONNECTION BOLT	90256 (4)	90256 (8)	90308 (8)	90311 (8)	90365 (12)
39	FLANGE CONNECTION NUT	AS7633 (4)	AS7633 (8)	90335 (8)	90339 (8)	90356 (12)
40	FLANGE CONNECTION GASKET	923701011NSF	923701014NSF	923701015NSF	923701016NSF	923701017NSF
41	F x F EDCIV BODY	E20841	E200531	E20154	E20094	E20214
42	EDCIV COVER O-RING	AS7612	AS7612	AS7613	AS7614	AS7615
43	CLAPPER ASSEMBLY	E20843	E20843	E20153	E20093	E20213
44a	CLAPPER BRACKET BOLT	AS7621 (3)	AS7621 (3)	AS7622 (3)	AS7623 (3)	AS7623 (3)
44b	CLAPPER BRACKET LOCK WASHER	AS7651 (3)	AS7651 (3)	AS7653 (3)	AS7654 (3)	AS7654 (3)
45	EDCIV COVER	D3626	D3626	D3628	D3630	D3632
46	EDCIV COVER BOLT	90241 (5)	90241 (5)	90264 (8)	AS48227SS (8)	AS48229SS (8)
47	EYE BOLT	AS7733	AS7733	AS7731	AS7731 (2)	AS7731 (2)
48	TEST PORT PLUG	59027NSF	59027NSF	59009NSF	59009NSF	59009NSF
49	D.I.M.E. Includes #'s (10-17) & (19-21)	CALL M.S. CUSTOMER CARE	CALL M.S. CUSTOMER CARE	CALL M.S. CUSTOMER CARE	CALL M.S. CUSTOMER CARE	CALL M.S. CUSTOMER CARE

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Model MVR

Magnetic Drive Vertical Turbine Meters
Sizes 3/4"x1/2", 3/4", 3/4"x1", 1", 1-1/2", 2", 3", 4" and 6"

Features

APPLICATIONS: Measurement of water for residential, commercial, industrial and residential fire applications, where sensitivity to low flow is also important. Hersey® MVR meters are among the most sensitive vertical turbine meters available and may be used in place of compound meters in some applications. The compact design and integral strainer (separate external strainer is not needed) of Model MVR meters facilitate installation in tight spaces. They are ideal where flexibility is needed to meet wider flow ranges, where water temperatures are elevated between 80ºF and 130ºF, or where sand particles or other small debris may be encountered. May be installed vertically or horizontally for greater installation flexibility.

CONFORMANCE TO STANDARDS: Hersey Model MVR Water Meters comply with ANSI/AWWA Standard C701 Class I. Each meter is tested to ensure compliance. EnviroBrass® II options conform to the NSF 61 Standard.

CONSTRUCTION: Hersey Model MVR Water Meters consist of three basic parts: maincase; rotor assembly; and a permanently sealed register. Maincases are made of bronze for long life. Rotor assemblies are thermoplastic, which is dimensionally stable and will not corrode. Retro Thrust rotor design extends the life of the meter by dividing wear between two points: during low flow the tungsten carbide thrust bearing floats against a sapphire bearing surface; during high flow the stainless steel shaft gently contacts a second sapphire bearing. During medium flow, the rotor floats between the thrust bearings without contact. Optional test ports are available on all sizes 1-1/2" and larger. The measuring chamber is protected by an internal strainer. No external strainer is required.

REGISTER: Permanently sealed register has a unique seal and heat-treated glass to eliminate dirt, moisture infiltration and lens fogging. The totalizing register has a straight-reading odometer type display, a 360º test circle with center sweep hand and a low flow (leak) detector.

All Hersey Meter models have electronic meter reading systems available for increased reading efficiency (see Meter Reading Systems.)

OPERATION: Water flows through the integral strainer and into the vertical turbine assembly. There the direction of the water flow is directed by the hub into the rotor at the precise angle necessary for accurate measurement over the full range of flow rates. No straight pipe requirements apply before or after the meter. The turbine turns freely and rotates in direct proportion to the volume of water passing through the meter. The Model MVR turbine operates more quietly than conventional disc or piston meters.

MAINTENANCE: The Hersey Model MVR Water Meters are designed and manufactured to provide long service life. The register on all sizes, and meter interior and strainer on sizes 3" and larger, can be replaced without removing the meter from the line. Modular design and economical internal parts allow for inexpensive, speedy rebuilds. Optional built-in test ports make field testing easy and convenient.

CONNECTIONS: Available with external (N.P.S.M.) straight pipe threads (ANSI B1.20.1) on 3/4" and 1" sizes; integral two-bolt oval flanges or internal (NPT) pipe threads (ANSI B1.20.1) on 1-1/2" and 2" sizes. ANSI class 150 flanges on 3" through 6" sizes (class 125 cast iron or class 150 bronze companion flanges available on request).

MVR 30

MVR 30 with adapter

MVR 350

Materials and Specifications

MODEL NUMBER	MVR 30, MVR 30A, MVR 30B, MVR 50, MVR 100, MVR 160, MVR 350, MVR 650, and MVR 1300.
SIZES	3/4"x1/2", 3/4", 3/4"x1", 1", 1-1/2", 2", 3", 4" and 6"
STANDARDS	Manufactured and tested to meet or exceed all applicable parts of ANSI/AWWA C701 Class I Standard.
SERVICE	Cold water measurement with flow in only one direction.
OPERATING FLOW RANGE	See Chart on following page
ACCURACY	See Chart on following page
PRESSURE LOSS	See Chart on following page
MAXIMUM WORKING PRESSURE	150 PSI
TEMPERATURE RANGE	33ºF to 130ºF water temperature Hot water up to 180º available upon request.
MEASURING ELEMENT	Rotor
REGISTER TYPE	Straight reading, permanently sealed, magnetic drive with low flow indicator. Remote reading units optional.
METER CONNECTIONS	1/2", 3/4" and 1" external (NPSM) straight pipe threads, 1-1/2 size and 2" size available with either two bolt flanged ends or internal thread (NPT) ends same nominal size as size of meter, 3" thru 6" ANSI class 150 flanges.
MATERIALS	Maincase – bronze UNSC84400; 3/4"- 1-1/2" Bottom cover – cast iron ASTM A126 CL. B enamel painted; 2" Bottom cover – bronze UNSC84400; Rotor assembly – thermoplastic; Strainer – thermoplastic std. in 3/4" thru 1-1/2"; or stainless steel (2" – 6"); Casing bolts – stainless steel ANSI B18.
OPTIONS	Meter case – EnviroBrass® II UNSC89520. Stainless steel ring strainer is available on 3/4", 1" and 1-1/2" meters. AMR Reading Systems.

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Mueller SYSTEMS

Model MVR

Magnetic Drive Vertical Turbine Meters
Sizes 3/4"x1/2", 3/4", 3/4"x1", 1", 1-1/2", 2", 3", 4" and 6"

Meter Registration

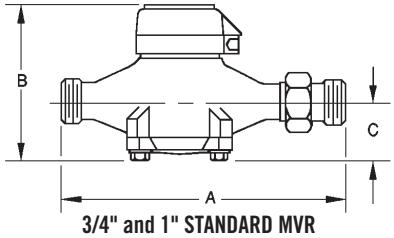
Meter Size	Initial Dial*	Capacity	Initial Dial *	Capacity
3/4"	10 Gallons	10 Million	1 Cubic Foot	1 Million
1"	10 Gallons	10 Million	1 Cubic Foot	1 Million
1-1/2"	100 Gallons	100 Million	10 Cubic Feet	10 Million
2"	100 Gallons	100 Million	10 Cubic Feet	10 Million
3"	100 Gallons	100 Million	10 Cubic Feet	10 Million
4"	100 Gallons	100 Million	10 Cubic Feet	10 Million
6"	1000 Gal	1 Billion	100 Cubic Ft	100 Mill.

* Registration equal to one full revolution of the sweep hand.

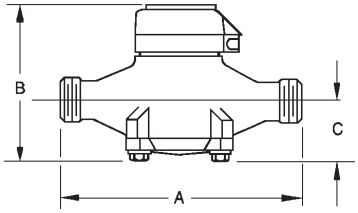
Flow Characteristics

Meter Size	Typical Low Flow (95% Min.)	Typical Operating Range (100% ± 2%)	Maximum Continuous Operation	Maximum Intermittent Flow
3/4"	1/2 GPM	1 to 30 GPM	25 GPM	35 GPM
1"	3/4 GPM	1-1/2 to 50 GPM	35 GPM	55 GPM
1-1/2"	1-1/2 GPM	2 to 100 GPM	70 GPM	110 GPM
2"	2 GPM	3 to 160 GPM	115 GPM	175 GPM
3"	2-1/2 GPM	4 to 350 GPM	240 GPM	390 GPM
4"	3-1/2 GPM	5 to 650 GPM	450 GPM	715 GPM
6"	5 GPM	15 to 1300 GPM	910 GPM	1430 GPM

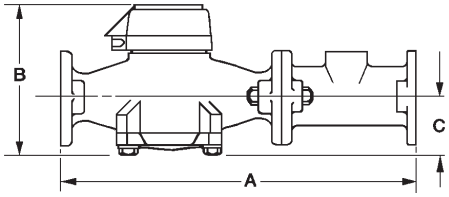
Dimensions and Weights



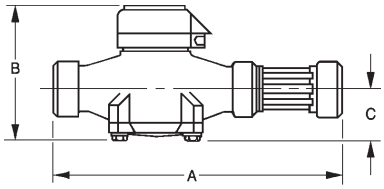
3/4" and 1" STANDARD MVR



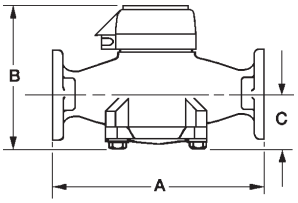
3/4" and 1" COMPACT MVR



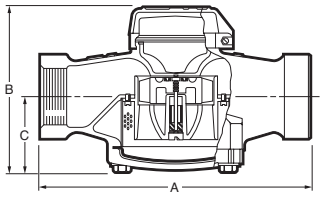
1-1/2" and 2" STANDARD MVR with 2 bolt flange ends** and spool piece



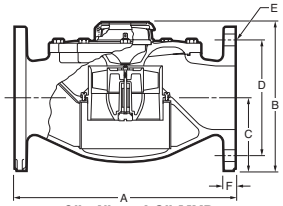
1-1/2" and 2" STANDARD MVR with Internal NPT ends



1-1/2" and 2" COMPACT MVR with integral 2 bolt flange ends**



1-1/2" and 2" COMPACT MVR with Internal NPT ends



3", 4" and 6" MVR

Meter Size	3/4"x1/2"	3/4"	3/4"x1"	1"	1-1/2"	2"	1-1/2"	2"	3"	4"	6"
Ends	Threaded (screwed)						Flanged				
Model	MVR30	MVR30A	MVR30B	MVR50	MVR100	MVR160	MVR100	MVR160	MVR350	MVR650	MVR1300
Dimensions											
A	9"	9"	9"	10-3/4"	12-5/8"	15-1/4"	13"	17"	12"	14"	18"
AA*	7-1/2"	7-1/2"	7-1/2"	9"	9"	10-1/2"	9"	10"	-	-	-
B	5"	5"	5"	5-1/2"	5-3/4"	6-1/4"	5-3/4"	6-1/4"	8-7/16"	9-3/8"	12-9/16"
C	1-13/16"	1-13/16"	1-13/16"	2-3/8"	2-3/8"	3"	2-3/8"	3"	3-7/8"	4-5/8"	6"
D	N/A	N/A	N/A	N/A	N/A	N/A	4"	4-1/2"	6"	7-1/2"	9-1/2"
E	N/A	N/A	N/A	N/A	N/A	N/A	5/8"	5/8"	3/4"	3/4"	7/8"
F	N/A	N/A	N/A	N/A	N/A	N/A	11/16"	15/16"	5/8"	11/16"	13/16"
Max.width	3-3/4"	3-3/4"	3-3/4"	4-1/4"	4-3/8"	5-3/8"	5-3/8"	5-15/16"	7-7/8"	9-3/4"	12-7/8"
Net weight	6 (5*)	6 (5*)	6 (5*)	8 (7*)	11 (9*)	15 (14 *)	12 (9*)	20 (14*)	38	68	140

*Compact length
**1-1/2" and 2" Flanged meters have 2 bolt oval flange pattern.
NOTE: Meter couplings are optional and must be ordered separately. Weights are in pounds and are approximate.

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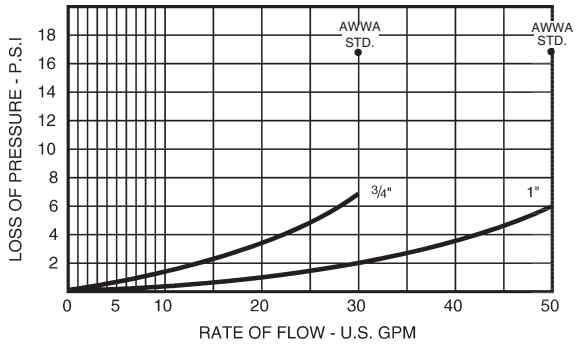
Model MVR

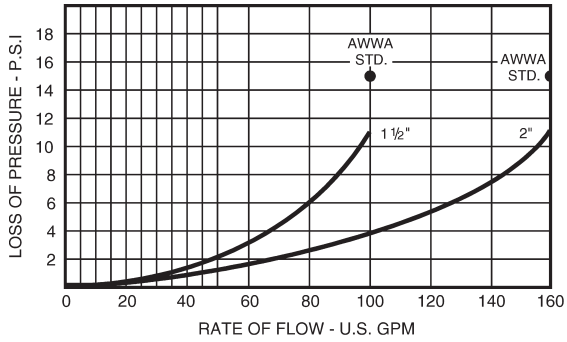
Magnetic Drive Vertical Turbine Meters
Sizes 3/4"x1/2", 3/4", 3/4"x1", 1", 1-1/2", 2", 3", 4" and 6"

Performance

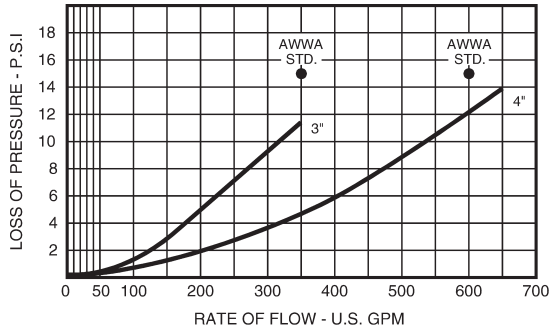
Head loss – 3/4" and 1"



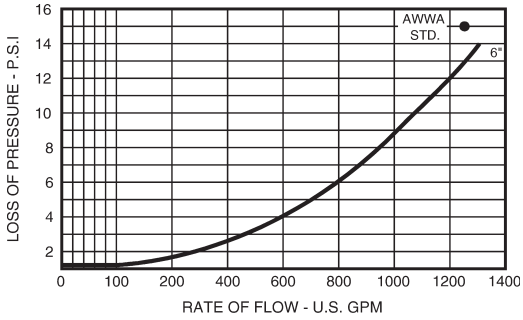
Head loss – 1-1/2" and 2"



Head loss – 3" and 4"

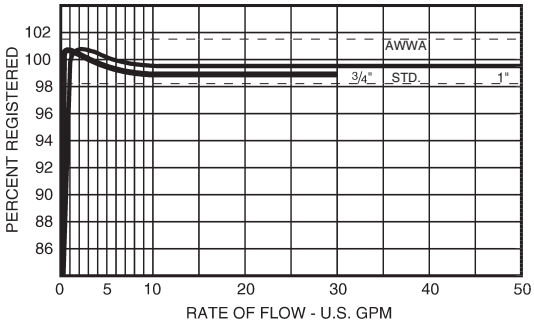


Head loss – 6"

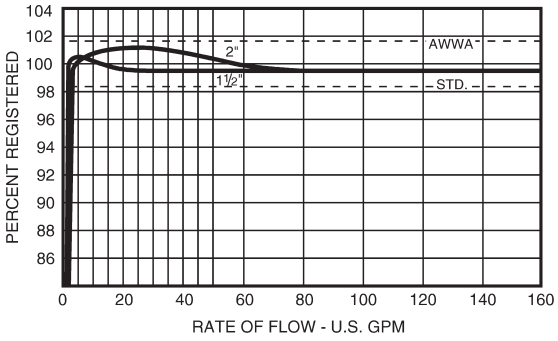


Performance

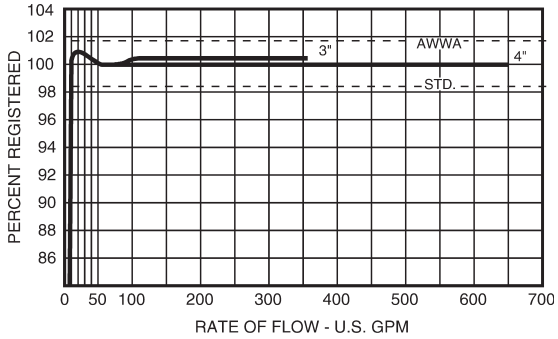
Accuracy – 3/4" and 1"



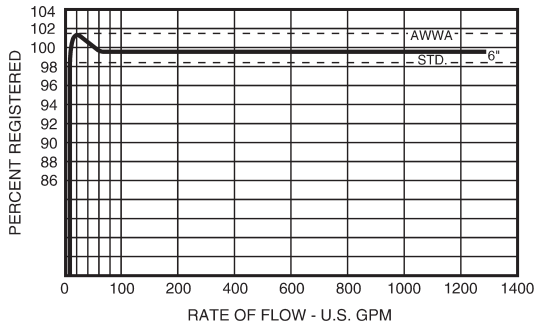
Accuracy – 1-1/2" and 2"



Accuracy – 3" and 4"



Accuracy – 6"



*Performance curves are typical only and not a guarantee of performance.

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Ref. No.	Description	Model MVR-30	Model MVR-50	Model MVR-100	Model MVR-160
1	Lid (Plastic)	50377	50377	50377	50377
	Lid (Bronze)	50390	50390	50390	50390
2	Black Clamp Band for Visual Register Blue Clamp Band for Translator Register	50379 B8602	50379 B8602	50379 B8602	50379 B8602
3	SST Tri-Wing Screw	98344	98344	98344	98344
4	Lid Nut	19999	19999	19999	19999
5	Sealed Registers (Specify unit of measurement)	See pages 4.9-4.11			
6	MVR 30 Top Case (7-1/2" length): 1/2" M.I.P. Ends 3/4" M.I.P. Ends 1" M.I.P. Ends	 50452 50466 (A) 50476 (B)	 - - -	 - - -	 - - -
6	MVR 50 Top Case (9" length): 1" M.I.P. Ends 1-1/4" M.I.P. Ends	 - -	 50566 (C) 50576 (D)	 - -	 - -
6	MVR 100 Top Case (9" length): 1-1/2" F.I.P. Ends 1-1/2" Bronze 2-Bolt Flange Assembly	 - -	 - -	 50776 (E) 50784 (F)	 - -
6	MVR 160 Top Case (10-1/2" length): 2" F.I.P. Ends 2" Bronze 2-Bolt Flange Assembly (10" length)	 - -	 - -	 - -	 50866 (G) 50884 (H)
7	Rotor	50471	50571	50771	50871
8	Inlet Hub	50468	50568	50768	50867
9	Lower Bushing	50374 (2)	50574 (2)	50574 (2)	-
10	Interior Screw	98394 (4)	98394 (4)	98394 (4)	98394 (4)
11	Strainer (Plastic)	50469	50569	50769	-
12	Strainer (Metal Ring)**	50480	50580	50780	50880
13	Liner	50365	50565	50765	50865
14	Bottom (Bronze)	50363	50563	50763	50863
	Bottom (Cast Iron)	50364	50564	50764	-
15	Case Washer	AS7792 (4)	AS7792 (4)	98378 (4)	98378 (4)
16	Case Bolt	90026 (4)	90026 (4)	90073 (4)	90073 (4)
	Inlet Hub Assembly	-	-	-	50862
	Bushing Spacer	-	-	-	53114
	Bushing	-	-	-	54915 (2)
	Inlet Plug Assembly	50493	50493	50493	53105
	Sapphire Thrust Bearing (Case)	98371	98371	98371	98371
	Complete Interior	50477	50577	50777	50872
	Bearing Adhesive *	-	-	-	-
	Adapters: 3/4" Adapter 3/4" Adapter Washer 1" Adapter 1" Adapter Washer 1-1/4" Adapter 1-1/4" Adapter Washer 1-1/2" Female Adapter 2" Female Adapter	95046 95014 95011 95064 - - - - 	- - 95063 95064 95086 95007 - - 	- - - - - - 95095 - 	- - - - - - - 95195

A: Order 3/4" Adapter 95046 and Adapter Washer 95014 to replace standard 3/4" disc meter, 9" long.
B: Order 1" Adapter 95011 and Adapter Washer 95064 with Top Case 50476 to replace 3/4" disc meter, 9" long, installed with 1" pipe connections.
C: Order 1" Adapter 95063 and Adapter Washer 95064 with Top Case 50566 to replace standard 1" disc meter, 10-3/4" long.
D: Order 1-1/4" Adapter 95086 and Adapter Washer 95007 with Top Case 50576 to replace 1" disc meter, 10-3/4" long, installed with 1-1/4" pipe connection.
E: Order 1-1/2" Adapter 95095 with Top Case 50776 to replace 1-1/2" female end meter installed with union connections. Assemble to length of 12-5/8".
F: Order 1-1/2" Bronze Spool Piece 50783 and gasket 95102 with Top Case 50784 to replace standard 1-1/2" disc meter, 13" long.
G: Order 2" Adapter 95195 with Top Case 50866 to replace standard 2" Female End disc meter, 15-1/4" long.
H: Order (2) Bronze Spool piece 50883 and gasket 95122 with Top Case 50884 for 17" length 2-90229 Bolt 2-90260 Nut.
* Purchase locally. Use a cyanoacrylic adhesive, such as Loctite Super Bonder #30-13, Eastman #916, Permabond or Aron Alpha.

**Standard on MVR 160. Optional on MVR 30, 50 100 in place of standard plastic disc strainer.
NOTE: If more than one part is required, quantity is noted after part number (in parenthesis).

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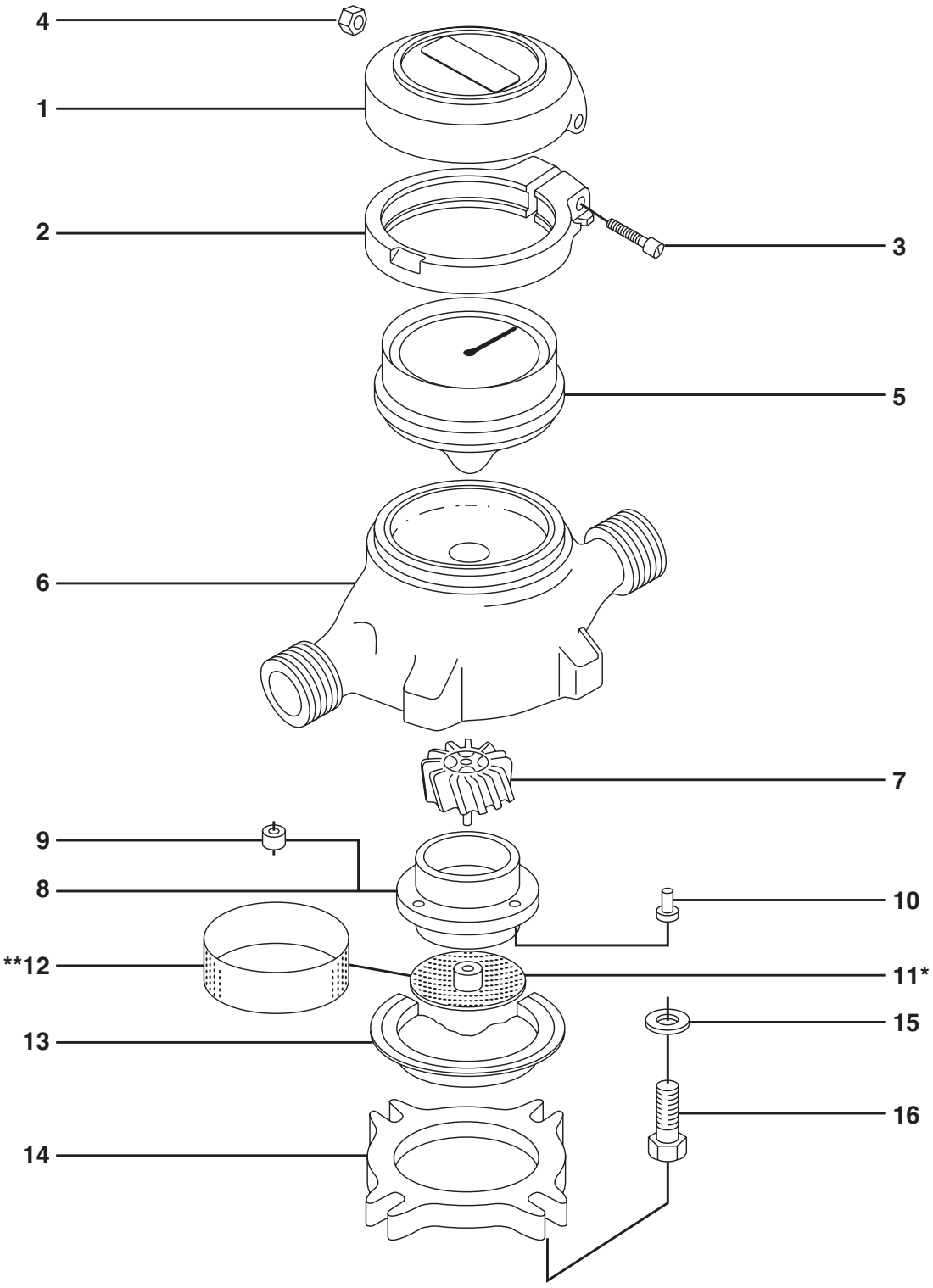
Model MVR

Models MVR-30, MVR 50, MVR 100 and MVR 160



*Disc Strainer – standard on MVR 30, 50, 100.
**Ring Strainer – optional (in place of) disc strainer on MVR 30, 50 100.
Standard on MVR 160.

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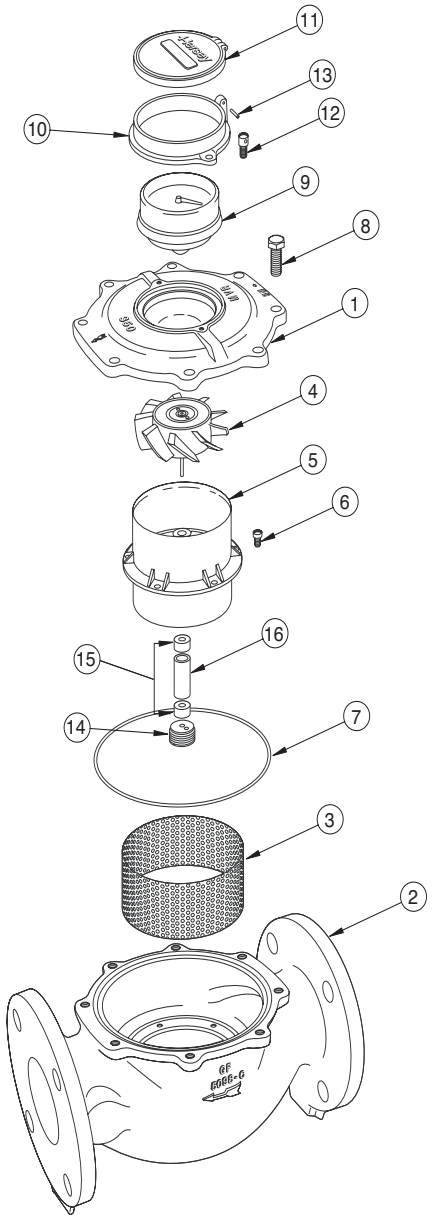
Model MVR

Models MVR-350, MVR 650 and MVR 1300



Ref. No.	Description	Model MVR-350	Model MVR-650	Model MVR-1300
1	Top Case/Thrust Bearing	50981	51181	51381
2	Bottom Case	50982	51182	51382
3	Ring Strainer	50985	51185	51383
4	Rotor Assembly	50984	51184	51384
5	Inlet Hub Assembly	50987	51187	51387
6	Inlet Hub Screws	98395 (6)	98395 (6)	98409 (12)
7	Top Case O-Ring	98361	98362	98408
8	Top Cast Screw	90073 (8)	90073 (10)	90180 (14)
9	Register	See page following pages	See page following pages	See page following pages
10	Register Box (Bronze)	50998	50998	50998
11	Lid (Bronze)	19201	19201	19201
12	Register Box Screw	51005P007 (2)	51005P007 (2)	51005P007 (2)
13	Lid Pin	AS41122	AS41122	AS41122
14	Inlet Plug/Thrust Bearing	50992	50992	-
15	Rotor Bushing	54915 (2)	56915 (2)	51392 (2)
16	Bushing Spacer	54914	51186	51391

NOTE: In order to retrofit translator registers on all 3"-6" MVR meters manufactured prior to 2003 a new top case (1) and top case o-ring (7) is required.

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Model MVR

Registers

	Cubic Feet			U.S. Gallons		
MVR Model	Register Part Numbers	Internal Ratio	Relation to other Registers	Register Part Numbers	Internal Ratio	Relation to other Registers
MVR-30	B79821	551.99	-4% (in relation to B79825)	B79813	738.92	-4% (in relation to B79817)
MVR-30	B79822	546.34	-3% (in relation to B79825)	B79814	731.88	-3% (in relation to B79817)
MVR-30	B79823	540.85	-2% (in relation to B79825)	B79815	723.79	-2% (in relation to B79817)
MVR-30	B79824	536.22	-1% (in relation to B79825)	B79816	715.86	-1% (in relation to B79817)
MVR-30	B79825	530.07	-	B79817	709.01	-
MVR-30	B79826	523.96	+1% (in relation to B79825)	B79818	702.61	+1% (in relation to B79817)
MVR-30	B79827	519.6	+2% (in relation to B79825)	B79819	694.85	+2% (in relation to B79817)
MVR-30	B79828	514.2	+3% (in relation to B79825)	B79820	688.55	+3% (in relation to B79817)
MVR-50	B79861	269.44	-4% (in relation to B79865)	B79851	360.58	-3% (in relation to B79854)
MVR-50	B79862	266.44	-3% (in relation to B79865)	B79852	356.41	-2% (in relation to B79854)
MVR-50	B79863	264.51	-2% (in relation to B79865)	B79853	353.17	-1% (in relation to B79854)
MVR-50	B79864	262.07	-1% (in relation to B79865)	B79854	349.42	-
MVR-50	B79865	258.83	-	B79855	345.93	+1% (in relation to B79854)
MVR-50	B79866	256.52	+1% (in relation to B79865)	B79856	342.53	+2% (in relation to B79854)
MVR-50	B79867	254	+2% (in relation to B79865)	B79857	339.04	+3% (in relation to B79854)
MVR-100	B79901	1973.95	-3% (in relation to B79904)	B79891	2664.16	-3% (in relation to B79894)
MVR-100	B79902	1951.68	-2% (in relation to B79904)	B79892	2646.98	-2% (in relation to B79894)
MVR-100	B79903	1935.27	-1% (in relation to B79904)	B79893	2605.61	-1% (in relation to B79894)
MVR-100	B79904	1912.65	-	B79894	2586.61	-
MVR-100	B79905	1901.98	+1% (in relation to B79904)	B79895	2554.55	+1% (in relation to B79894)
MVR-100	B79906	1882.77	+2% (in relation to B79904)	B79896	2526.66	+2% (in relation to B79894)
MVR-100	B79907	1862.97	+3% (in relation to B79904)	B79897	2505.78	+3% (in relation to B79894)
MVR-160	B79941	604.34	-3% (in relation to B79944)	B79931	808.31	-3% (in relation to B79934)
MVR-160	B79942	598.37	-2% (in relation to B79944)	B79932	800.5	-2% (in relation to B79934)
MVR-160	B79943	592.81	-1% (in relation to B79944)	B79933	792.41	-1% (in relation to B79934)
MVR-160	B79944	587.03	-	B79934	784.64	-
MVR-160	B79945	580.58	+1% (in relation to B79944)	B79935	775.87	+1% (in relation to B79934)
MVR-160	B79946	575.56	+2% (in relation to B79944)	B79936	768.47	+2% (in relation to B79934)
MVR-350	B79981	294.32	-2% (in relation to B79983)	B79971	394.09	-2% (in relation to B79973)
MVR-350	B79982	291.49	-1% (in relation to B79983)	B79972	389.61	-1% (in relation to B79973)
MVR-350	B79983	288.55	-	B79973	385.91	-
MVR-350	B79984	285.72	+1% (in relation to B79983)	B79974	382.06	+1% (in relation to B79973)
MVR-350	B79985	283.03	+2% (in relation to B79983)	B79975	378.6	+2% (in relation to B79973)
MVR-350	B79986	280.7	+3% (in relation to B79983)	B79976	374.11	+3% (in relation to B79973)
MVR-650	B80021	182.28	-3% (in relation to B80024)	B80013	239.51	-1% (in relation to B80014)
MVR-650	B80022	180.35	-2% (in relation to B80024)	B80014	236.41	-
MVR-650	B80023	178.86	-1% (in relation to B80024)	B80015	234.58	+1% (in relation to B80014)
MVR-650	B80024	176.9	-	B80016	232.95	+2% (in relation to B80014)
MVR-650	B80025	175.04	+1% (in relation to B80024)	B80017	230.62	+3% (in relation to B80014)
MVR-650	B80026	173.77	+2% (in relation to B80024)	B80018	228.21	+4% (in relation to B80014)
MVR-650	B80027	171.53	+3% (in relation to B80024)	-	-	-
MVR-650	B80028	170.34	+4% (in relation to B80024)	-	-	-
MVR-1300	B80067	413.35	-1% (in relation to B80068)	B80056	551.99	1% (in relation to B80057)
MVR-1300	B80068	409.41	-	B80057	546.34	-
MVR-1300	B80069	405.25	+1% (in relation to B80068)	B80058	540.85	1% (in relation to B80057)

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MVR Model	Cubic Feet Standard Register	US Gallons Standard Register
MVR-30	B79821	B79813
MVR-30	B79822	B79814
MVR-30	B79823	B79815
MVR-30	B79824	B79816
MVR-30	B79825	B79817
MVR-30	B79826	B79818
MVR-30	B79827	B79819
MVR-30	B79828	B79820
MVR-50	B79861	B79851
MVR-50	B79862	B79852
MVR-50	B79863	B79853
MVR-50	B79864	B79854
MVR-50	B79865	B79855
MVR-50	B79866	B79856
MVR-50	B79867	B79857
MVR-100	B79901	B79891
MVR-100	B79902	B79892
MVR-100	B79903	B79893
MVR-100	B79904	B79894
MVR-100	B79905	B79895
MVR-100	B79906	B79896
MVR-100	B79907	B79897
MVR-160	B79941	B79931
MVR-160	B79942	B79932
MVR-160	B79943	B79933
MVR-160	B79944	B79934
MVR-160	B79945	B79935
MVR-160	B79946	B79936
MVR-350	B79981	B79971
MVR-350	B79982	B79972
MVR-350	B79983	B79973
MVR-350	B79984	B79974
MVR-350	B79985	B79975
MVR-350	B79986	B79976
MVR-650	B80021	B80013
MVR-650	B80022	B80014
MVR-650	B80023	B80015
MVR-650	B80024	B80016
MVR-650	B80025	B80017
MVR-650	B80026	B80018
MVR-650	B80027	B80019
MVR-650	B80028	B80020
MVR-1300	B80067	B80053
MVR-1300	B80068	B80054
MVR-1300	B80069	B80055

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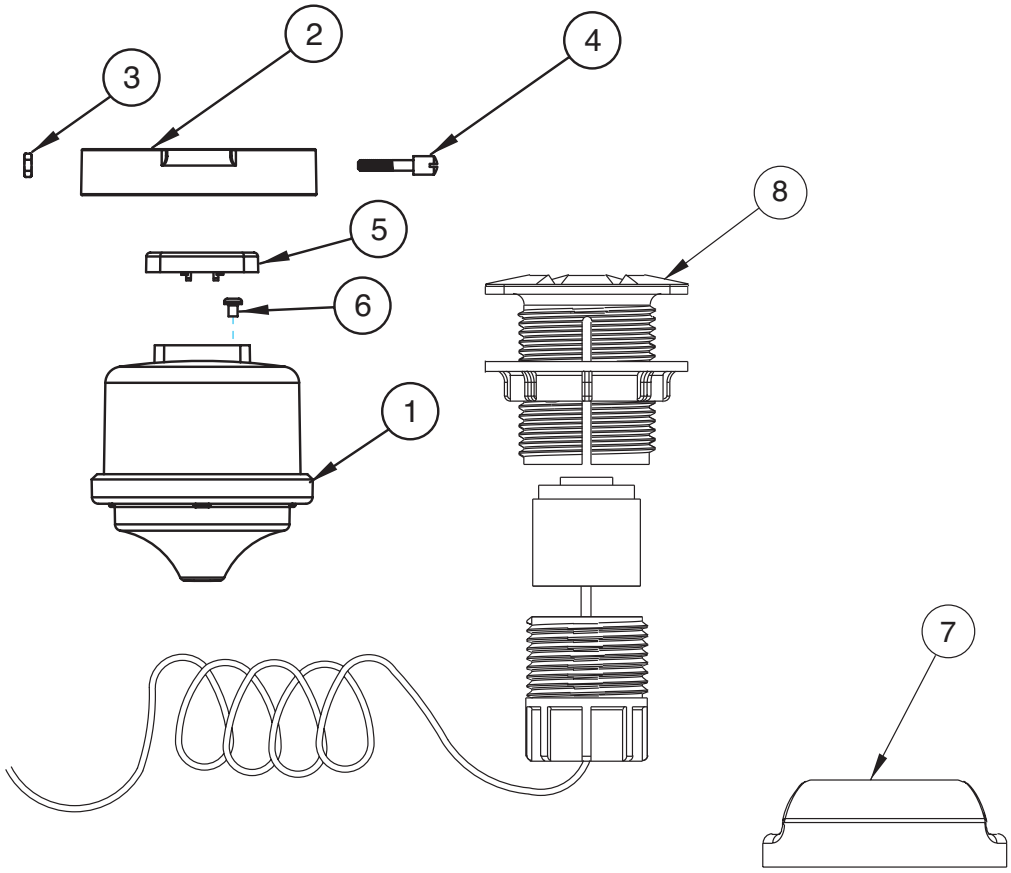
Model MVR

Translator Register Options for MVR 30 to 160



Ref	Description	MVR-30	MVR-50	MVR-100	MVR-160
1	Translator Register* Gallons Cubic Feet Specify Electronic Reading Value 4, 5, or 6 Wheel	 D35231xxx D35232xxx	 D35241xxx D35242xxx	 D35251xxx D35252xxx	 D35261xxx D35262xxx
2	Clamp Band (Plastic) Translator Only	B8602	B8602	B8602	B8602
3	Clamp Band Seal Nut	19999	19999	19999	19999
4	SST Tri-Wing Screw	98344	98344	98344	98344
5	Lens Terminal Cover	B8447	B8447	B8447	B8447
6	Terminal Lug Screw	98197 (3)	98197 (3)	98197 (3)	98197 (3)
7	Wall Pad	T1234	T1234	T1234	T1234
8	Pit Pad	T1240	T1240	T1240	T1240
9	TrueRead (not shown)	C6551G	C6551G	C6551G	C6551G
10	1,000' Spool of Wire (not shown)	AS755	AS755	AS755	AS755

*Call Mueller Systems Customer Service for appropriate Translator Register and AMR device part number.

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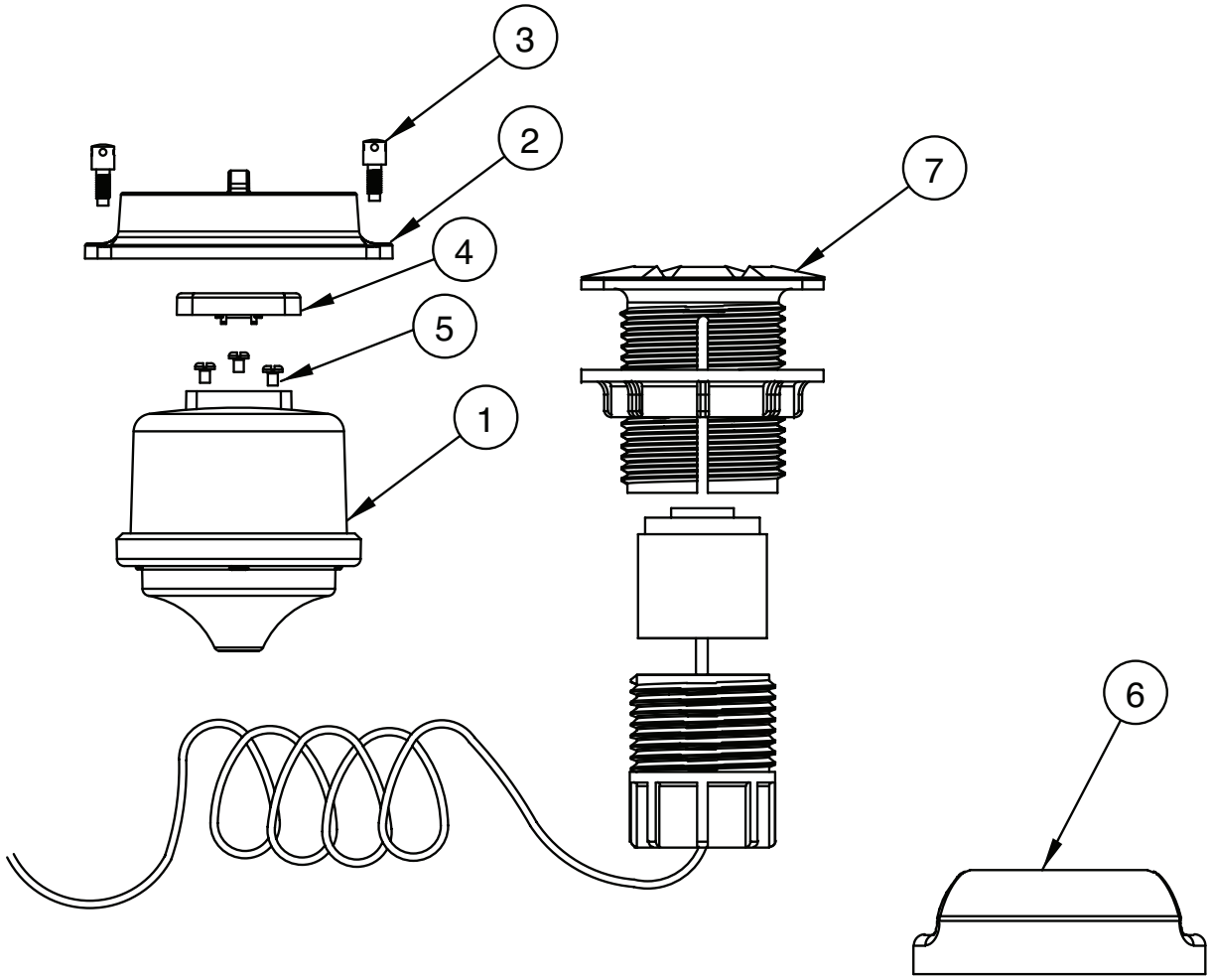
Model MVR

Translator Register Options for MVR 350 to 1300



Ref	Description	MVR-350	MVR-650	MVR-1300
1	Translator Register Gallons* Cubic Feet*	 D35271xxx D35272xxx	 D35281xxx D35282xxx	 D35291xxx D35292xxx
2	Register Box (Bronze) Translator Only	C6525	C6525	C6525
3	Register Box Screw	51005P007 (2)	51005P007 (2)	51005P007 (2)
4	Lens Terminal Cover	B8447	B8447	B8447
5	Terminal Lug Screw	98197 (3)	98197 (3)	98197 (3)
6	Wall Pad	T1234	T1234	T1234
7	Pit Pad	T1240	T1240	T1240
8	TrueRead (not shown)	C6551G	C6551G	C6551G
9	1,000' Spool of Wire (not shown)	AS755	AS755	AS755

*Call Mueller Systems Customer Service for appropriate Translator Register and AMR device part number.

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Model RFM

Residential Fire Meter
Sizes 3/4", 1", 1-1/2" and 2"

Features

APPLICATIONS: The Hersey Residential Fire Meter (RFM) is specifically designed for use in residential fire protection systems or combination systems that supply domestic plumbing needs and residential sprinkler fire protection service when installed as specified in NFPA 13D or NFPA 13R; (Standards for the installation of sprinkler systems in one and two family dwellings, manufactured homes and residential occupancies up to and including four stories in height). The RFM utilizes Hersey's unique vertical turbine measuring element to measure flow rates comparable to traditional positive displacement meters, yet provides a measuring element that allows suspended particulate matter to pass through the element unobstructed when emergency flow requirements for water are demanded. No other meter provides more flexibility and dependability for measuring water accurately in residential fire suppression and domestic use applications.

CONFORMANCE TO STANDARDS: Each Hersey Residential Fire Service Meter is tested to assure compliance with ANSI/AWWA Standard C701, Class 1. Each male and female threaded RFM has UL Approval. EnviroBrass II® options conform to the NSF 61 Standard.

CONSTRUCTION: Hersey Residential Fire Water Meters consist of three basic parts: maincase, rotor assembly, and a permanently sealed register. Maincases and bottom plates are made of bronze for long service life. Rotor assemblies are thermoplastic, which is dimensionally stable and will not corrode. Retro Thrust® rotor design extends the life of the meter by dividing wear between two points: during low flow the tungsten carbide thrust bearing floats against a sapphire bearing surface; during high flow the stainless steel shaft gently contacts a second sapphire bearing and during medium flow, the rotor floats between the thrust bearings without contact. The measuring chamber is protected by an internal strainer with four times the effective straining area of the inlet pipe diameter. No external strainer is required. Fire service connections are easily recognized by the bright red register collar and lid on all visual read meters. Electronic meters are distinguished by the red collar and lense terminal cover on top of the Translator® register. Optional test ports are available on all 1-1/2" and 2" meters.

REGISTER: The permanently sealed register has a unique L seal and heat treated glass to eliminate dirt, moisture infiltration and lens fogging. The totalizing register has a straight-reading odometer type display, a 360˚ test circle with center sweep hand and a low flow (leak) detector.

All Hersey Meter models have electronic meter reading systems available for increased reading efficiency (see Meter Reading Systems).

OPERATION: Water flows through the integral strainer and into the vertical turbine assembly. There, the direction of the water flow is directed by the hub into the rotor at the precise angle necessary for accurate measurement over the full range of flow rates. No straight pipe requirements apply before or after the meter. The turbine turns freely and rotates in direct proportion to the volume of water passing through the meter. The Hersey turbine operates more quietly than conventional disc or piston meters.

MAINTENANCE: All Hersey Residential Fire Meters are designed and manufactured to provide long service life. The register on all sizes can be replaced without removing the meter from the line. Modular design and economical internal parts allow for inexpensive, speedy rebuilds.

CONNECTIONS: Available with external (N.P.S.M.) straight pipe threads (ANSI B1.20.1) on 3/4" and 1" sizes; internal (NPT) pipe threads (ANSI B1.20.1) on 1-1/2" and 2" sizes.

1" RFM 50

2" RFM 160

Materials and Specifications

MODEL	Residential Fire Meter (RFM)
SIZES	3/4", 1", 1-1/2" and 2"
STANDARDS	Manufactured and tested to meet or exceed all applicable parts of ANSI/AWWA C701, Class 1 Standard All Male and Female Threaded RFMS have UL Fire Service Approval
SERVICE	Cold water measurement with flow in only one direction
OPERATING FLOW RANGE	See Charts
ACCURACY	See Charts
MAXIMUM WORKING PRESSURE	175 PSI Meets Hydrostatic Pressure Testing to 875 PSI.
TEMPERATURE RANGE	33ºF TO 130ºF
MEASURING ELEMENT	Rotor
STRAINER	4 times the inlet pipe diameter of straining surface area with .080 perforations.
REGISTER TYPE	Straight reading, permanently sealed, magnetic drive with low flow indicator. Remote reading units optional.
METER CONNECTIONS	3/4" and 1" external (NPSM) straight pipe threads, 1-1/2" size and 2" size available with internal thread (NPT) ends same nominal size as size of meter
MATERIALS	Maincase – bronze UNSC84400; Rotor assembly – thermoplastic; Strainer – stainless steel; Casing bolts – stainless steel ANSI B18.
OPTIONS	Meter case – EnviroBrassII® UNSC89520, Translator registers and AMR Systems

Mueller SYSTEMS

Model RFM

Residential Fire Meter
Sizes 3/4", 1", 1-1/2" and 2"

Meter Registration

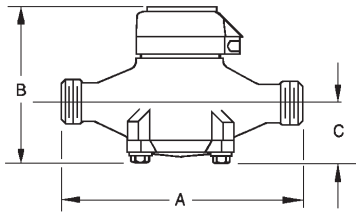
Meter Size	Initial Dial *	Capacity	Initial Dial *	Capacity
3/4"	10 Gallons	10 Million	1 Cubic Foot	1 Million
1"	10 Gallons	10 Million	1 Cubic Feet	1 Million
1-1/2"	100 Gallons	100 Million	10 Cubic Feet	10 Million
2"	100 Gallons	100 Million	10 Cubic Feet	10 Million

*Registration equal to one full revolution of the sweep hand.

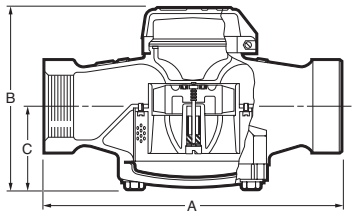
Flow Characteristics

Meter Size	Typical Low Flow (95% Minimum)	Typical Operating Range (100% ± 2%)	Maximum Continuous Operation	Maximum Intermittent Flow
3/4"	1/2 GPM	1 to 30 GPM	25 GPM	35 GPM
1"	3/4 GPM	1-1/2 to 50 GPM	35 GPM	55 GPM
1-1/2"	1-1/2 GPM	2 to 100 GPM	70 GPM	110 GPM
2"	2 GPM	3 to 160 GPM	115 GPM	175 GPM

Dimensions and Weights



3/4" and 1" COMPACT RFM



1-1/2" and 2" COMPACT RFM with Internal NPT ends

Meter Size	3/4"	1"	1-1/2"	2"
Ends	Threaded (screwed)			
Model	RFM30	RFM50	RFM100	RFM160
Dimensions				
A	7-1/2"	9"	9"	10-1/2"
B	5"	5-1/2"	5-3/4"	6-1/4"
C	1-13/16"	2-3/8"	2-3/8"	3"
Max.width	3-3/4"	4-1/4"	4-3/8"	5-3/8"
Net weight	5*	7*	9*	14*

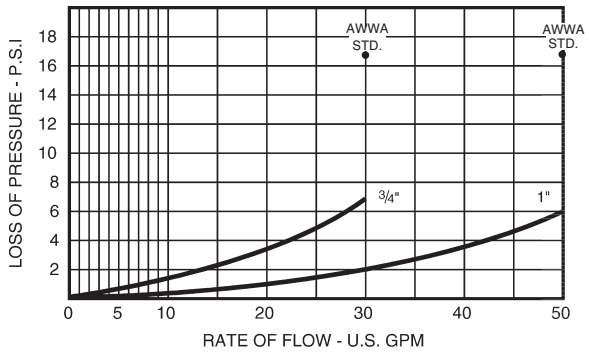
* Weights are in pounds and are approximate.

Model RFM

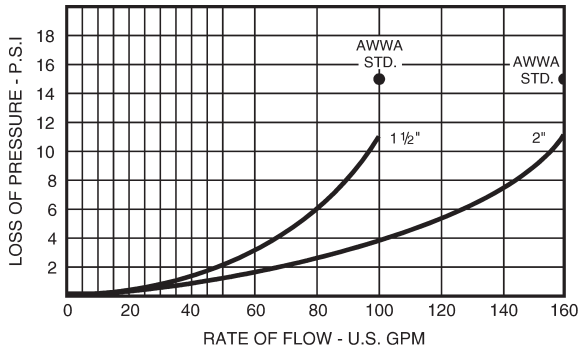
Residential Fire Meter
Sizes 3/4", 1", 1-1/2" and 2"

Performance

Head loss – 3/4" and 1"

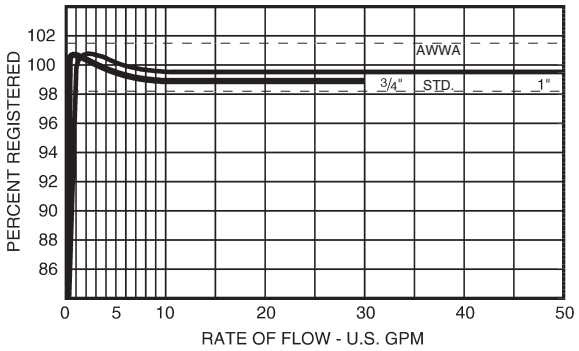


Head loss – 1-1/2" and 2"

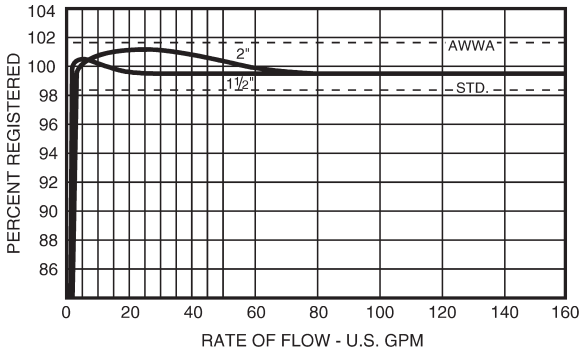


Performance

Accuracy – 3/4" and 1"



Accuracy – 1-1/2" and 2"



*Performance curves are typical only and not a guarantee of performance.

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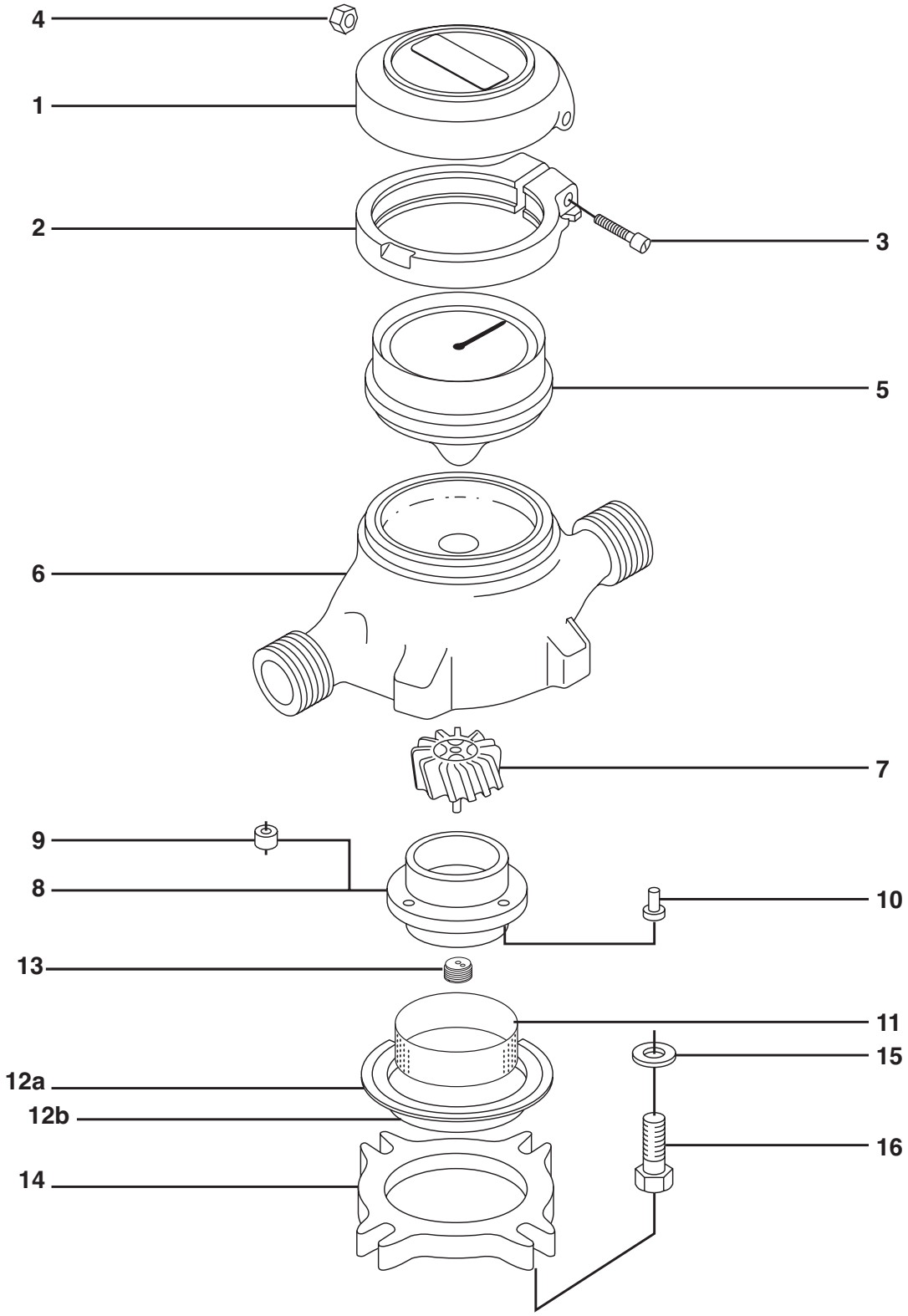
Model RFM

Models RFM-30, RFM 50, RFM 100 and RFM 160



Model RFM

Models RFM-30, RFM 50, RFM 100 and RFM 160

Ref. No.	Description	Model RFM-30	Model RFM-50	Model RFM-100	Model RFM-160
1	Lid (Plastic) Red	50377FS	50377FS	50377FS	50377FS
2	Red Clamp Band for Visual Register Red Clamp Band for Translator Register	50379FS B8602FS	50379FS B8602FS	50379FS B8602FS	50379FS B8602FS
3	Lid Seal Screw	19945	19945	19945	19945
4	Lid Nut	19999	19999	19999	19999
5	Sealed Registers (Specify unit of measurement)	See pages 7.7-7.8			
6	RFM 30 Top Case (7-1/2" length): 3/4" M.I.P. Ends	50466 (A)	-	-	-
6	RFM 50 Top Case (9" length): 1" M.I.P. Ends	-	50566FS (B)	-	-
6	RFM 100 Top Case (9" length): 1-1/2" F.I.P. Ends	-	-	50776FS (C)	-
6	RFM 160 Top Case (10-1/2" length): 2" F.I.P. Ends	-	-	-	50866FS (D)
7	Rotor	50471	50571	50771	50871
8	Inlet Hub	50467	50567	50767	50867
9	Lower Bushing	50374 (2)	50574 (2)	50574 (2)	-
10	Interior Screw	98394 (4)	98394 (4)	98394 (4)	98394 (4)
11	Strainer (Metal Ring)	50480	50580	50780	50880
12a	Rubber Gasket	-	B7647	50786	C5488
12b	Liner	50365	B7646	50766	C5491
13	Inlet Plug Assembly	50493	50493	50493	53105
14	Bottom (Bronze) only	C6592	C6593	C6594	D3594
15	Case Washer	AS7792 (4)	AS7792 (4)	98378 (4)	98378 (4)
16	Case Bolt	90010 (4)	90010 (4)	90073 (4)	90073 (4)
	Bushing Spacer	-	-	-	53114
	Bushing	-	-	-	54915 (2)
	Sapphire Thrust Bearing (Case)	98371	98371	98371	98371
	Complete Interior	50477FS	50577FS	50777FS	50872FS
	Bearing Adhesive*	-	-	-	-
	Adapters**: 3/4" Adapter 3/4" Adapter Washer 1" Adapter 1" Adapter Washer 1-1/2" Female Adapter 2" Female Adapter	 95046 95014 - - - -	 - - 95063 95064 - -	 - - - - 95095 -	 - - - - - 95195

A: Order 3/4" Adapter 95046 and Adapter Washer 95038 to replace standard 3/4" disc meter, 9" long.
B: Order 1" Adapter 95063 and Adapter Washer 95064 with Top Case 50566 to replace standard 1" disc meter, 10-3/4" long.
C: Order 1-1/2" Adapter 95095 with Top Case 50776 to replace 1-1/2" female end meter installed with union connections. Assemble to length of 12-5/8".
D: Order 2" Adapter 95195 with Top Case 50866 to replace standard 2" Female End disc meter, 15-1/4" long.
*Purchase locally. Use a cyanoacrylic adhesive, such as Loctite Super Bonder #30-13, Eastman #916, Permabond or Aron Alpha.
**Must be ordered separately. Not an integral meter component.
NOTE: If more than one part is required, quantity is noted after part number (in parenthesis).

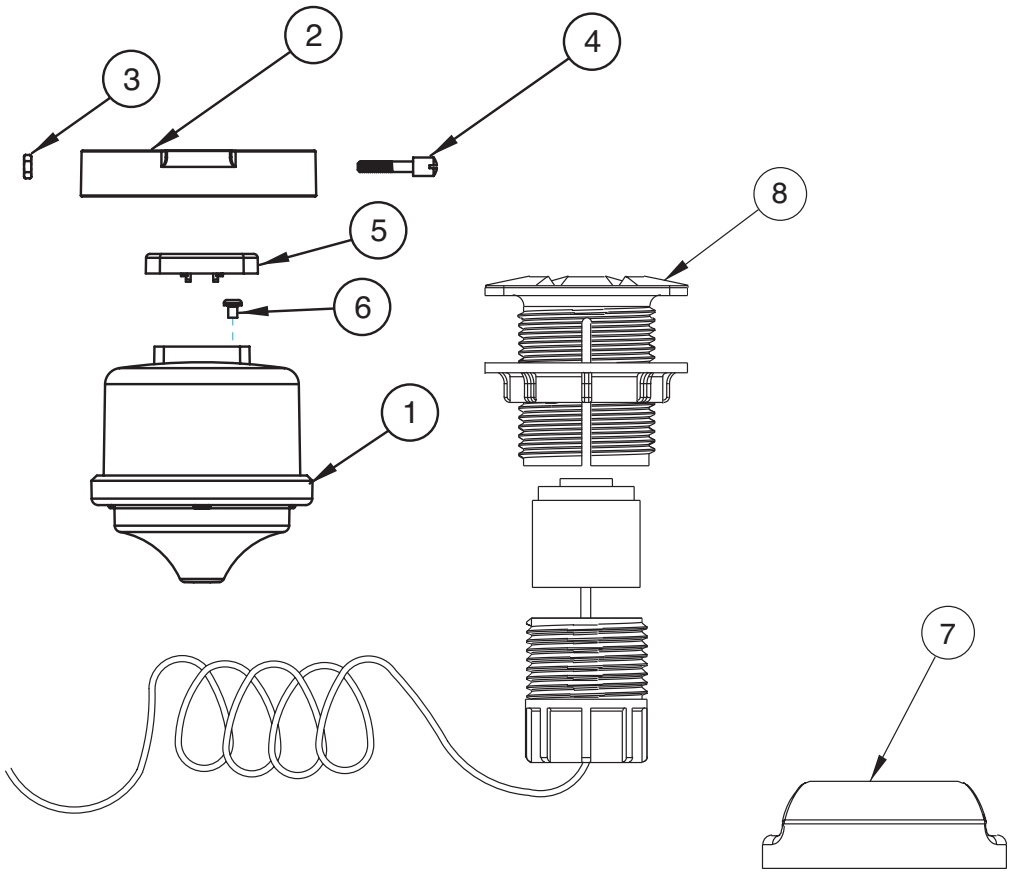
Mueller SYSTEMS

Model RFM
Visual Register Options

Cubic Feet				U.S. Gallons		
RFM Model	Register Part Numbers	Internal Ratio	Relation to other Registers	Register Part Numbers	Internal Ratio	Relation to other Registers
RFM-30	B79821FS	551.99	-4% (in relation to B79825)	B79813FS	738.92	-4% (in relation to B79817)
RFM-30	B79822FS	546.34	-3% (in relation to B79825)	B79814FS	731.88	-3% (in relation to B79817)
RFM-30	B79823FS	540.85	-2% (in relation to B79825)	B79815FS	723.79	-2% (in relation to B79817)
RFM-30	B79824FS	536.22	-1% (in relation to B79825)	B79816FS	715.86	-1% (in relation to B79817)
RFM-30	B79825FS	530.07	-	B79817FS	709.01	-
RFM-30	B79826FS	523.96	+1% (in relation to B79825)	B79818FS	702.61	+1% (in relation to B79817)
RFM-30	B79827FS	519.6	+2% (in relation to B79825)	B79819FS	694.85	+2% (in relation to B79817)
RFM-30	B79828FS	514.2	+3% (in relation to B79825)	B79820FS	688.55	+3% (in relation to B79817)
RFM-50	B79861FS	269.44	-4% (in relation to B79865)	B79851FS	360.58	-3% (in relation to B79854)
RFM-50	B79862FS	266.44	-3% (in relation to B79865)	B79852FS	356.41	-2% (in relation to B79854)
RFM-50	B79863FS	264.51	-2% (in relation to B79865)	B79853FS	353.17	-1% (in relation to B79854)
RFM-50	B79864FS	262.07	-1% (in relation to B79865)	B79854FS	349.42	-
RFM-50	B79865FS	258.83	-	B79855FS	345.93	+1% (in relation to B79854)
RFM-50	B79866FS	256.52	+1% (in relation to B79865)	B79856FS	342.53	+2% (in relation to B79854)
RFM-50	B79867FS	254	+2% (in relation to B79865)	B79857FS	339.04	+3% (in relation to B79854)
RFM-100	B79901FS	1973.95	-3% (in relation to B79904)	B79891FS	2664.16	-3% (in relation to B79894)
RFM-100	B79902FS	1951.68	-2% (in relation to B79904)	B79892FS	2646.98	-2% (in relation to B79894)
RFM-100	B79903FS	1935.27	-1% (in relation to B79904)	B79893FS	2605.61	-1% (in relation to B79894)
RFM-100	B79904FS	1912.65	-	B79894FS	2586.61	-
RFM-100	B79905FS	1901.98	+1% (in relation to B79904)	B79895FS	2554.55	+1% (in relation to B79894)
RFM-100	B79906FS	1882.77	+2% (in relation to B79904)	B79896FS	2526.66	+2% (in relation to B79894)
RFM-100	B79907FS	1862.97	+3% (in relation to B79904)	B79897FS	2505.78	+3% (in relation to B79894)
RFM-160	B79941FS	604.34	-3% (in relation to B79944)	B79931FS	808.31	-3% (in relation to B79934)
RFM-160	B79942FS	598.37	-2% (in relation to B79944)	B79932FS	800.5	-2% (in relation to B79934)
RFM-160	B79943FS	592.81	-1% (in relation to B79944)	B79933FS	792.41	-1% (in relation to B79934)
RFM-160	B79944FS	587.03	-	B79934FS	784.64	-
RFM-160	B79945FS	580.58	+1% (in relation to B79944)	B79935FS	775.87	+1% (in relation to B79934)
RFM-160	B79946FS	575.56	+2% (in relation to B79944)	B79936FS	768.47	+2% (in relation to B79934)

Model RFM

Translator Register Options for RFM 30 to 160



Ref	Description	RFM-30	RFM-50	RFM-100	RFM-160
1	Translator Register* Gallons Cubic Feet Specify Electronic Reading Value 4, 5, or 6 Wheel	 D35231xxx D35232xxx	 D35241xxx D35242xxx	 D35251xxx D35252xxx	 D35261xxx D35262xxx
2	Red Clamp Band (Plastic) Translator Only	B8602FS	B8602FS	B8602FS	B8602FS
3	Clamp Band Seal Nut	19999	19999	19999	19999
4	Clamp Band Seal Screw	19945	19945	19945	19945
5	Lens Terminal Cover Red	B8447FS	B8447FS	B8447FS	B8447FS
6	Terminal Lug Screw	98197 (3)	98197 (3)	98197 (3)	98197 (3)
7	Wall Pad	T1234	T1234	T1234	T1234
8	Pit Pad	T1240	T1240	T1240	T1240
9	TrueRead (not shown)	C6551G	C6551G	C6551G	C6551G
10	1,000' Spool of Wire (not shown)	AS755	AS755	AS755	AS755

*Call Mueller Systems Customer Service for appropriate Translator Register and AMR device part number.

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Question and Answers for Bid #IND2122200B1 - Water Meters and Repair Parts

Overall Bid Questions

Question 1

I believe the bid documents stated in, but wanted to double check two questions I had:

Does the end user have to bid on all items?
Is the goal for this to be awarded to a small business as in the past?

Thank you! **(Submitted: Jan 29, 2021 10:00:32 AM EST)**

Answer

- Per the bid comments, "This is a group bid. A bidder must bid on all items within the group to be considered for award of that group."

Per the bid comments, "This solicitation is open to the general marketplace." However, refer to the attachment titled "Procurement Preferences for Broward County Small Business Enterprises and County Business Enterprises." **(Answered: Feb 2, 2021 9:08:39 AM EST)**

Question Deadline: Jan 29, 2021 5:00:00 PM EST

AFFIDAVIT of ASSIGNMENT OF CONTRACT(S)

I, Gregory A. Velz, Assistant C (*Name and Title*) of Fortiline Inc., DBA Fortiline Waterworks (*Name of Company Transferring Contract Responsibility*)

certify that all rights and responsibilities of Contract/P.C. No. IND2122200B1

for Water Meters and Repair Parts have been delegated and assigned

by assignment (*assignment, merger, acquisition, consolidation*) to Consolidated Pipe & Supply Company, Inc. (*Name of Company Assuming Contractual Responsibility*)

in accordance with all terms, conditions, promises, covenants, and payments set forth therein.

Assignor/Contractor hereby releases, discharges and covenants not to sue Broward County from any actions or claims arising or occurring by virtue of this contract.

ASSIGNOR/CONTRACTOR

Fortiline Inc., DBA Fortiline Waterworks
(Company Name)

7025 Northwinds Dr. NW
(Street Address)

Concord, NC 28027-3334
(City, State, Zip Code)

Federal I.D. No. 57-0819190

By _____
(Signature)

Gregory A. Velz, Assistant Corporate Secr
(Type Name and Title of Authorized Officer)

This 24th day of August, 20 22.

STATE OF FLORIDA)
) SS.
COUNTY OF ~~BROWARD~~ Volusia)

The foregoing instrument was acknowledged before me this 24th day of August By GREGORY A. VELZ who is personally known to me or who has produced personally know as identification and who did/did not take an oath.

NOTARY PUBLIC:

Signature: _____

Print Name: Denise Kemp

State of Florida At Large

My Commission Expires: 7/26/26

(SEAL)

DENISE KEMP NOTARY PUBLIC MY COMMISSION EXPIRES 7-28-2026 STATE OF FLORIDA COMMISSION NUMBER HH 294367

Lead Agency Contact (Contact Unit Mgr if Incorrect)
jwilf@broward.org

Contract ID #	Document Description	Start Date	End Date	Not To Exceed	Amount Ordered
IND2122200B2_2	Water Meters and Repair Parts	10/1/2022	9/24/2024	$721,207.80	$149,395.00

Vend#-AddrID-ContactID	Legal Name	Vendor Contact Email	Vendor Phone #
0000013412	CONSOLIDATED PIPE & SUPPLY COMPANY, INC.	alex.ashton@cpspipe.com	407/293-2001

Item #	Category	Description	Total Line Qty Released	UOM	Maximum Line Amount	Unit Price	Total Line Released Amount	Amount Paid
IND2122200B2_2_001	7206700	Meter, 5/8 Inch Lead Free Brass Positive Displacement, MFR: Zenner, MDL: ZPD, P/N PPD02	2,000.00	EA	$0.00	$39.95	$79,900.00	$79,900.00
IND2122200B2_2_002	7206700	Meter, 3/4 Inch Lead Free Brass Positive Displacement, MFR: Zenner, MDL: ZPD, P/N PPD04	0.00	EA	$0.00	$67.00	$0.00	$0.00
IND2122200B2_2_003	7206700	Meter, 1 Inch Lead Free Brass Positive Displacement, MFR: Zenner, MDL: ZPD, P/N PPD07	300.00	EA	$0.00	$93.65	$28,095.00	$23,037.90
IND2122200B2_2_004	7206700	Meter, 1 1/2 Inch Lead Free Brass Flanged Ends Positive Displacement with Test Port, MFR: Zenner, MDL: ZPD, P/N PPD09	0.00	EA	$0.00	$275.00	$0.00	$0.00
IND2122200B2_2_005	7206700	Meter, 2 Inch Lead Free Brass Flanged Ends Positive Displacement with Test Port, MFR: Zenner, MDL: ZPD, P/N PPD12	0.00	EA	$0.00	$364.50	$0.00	$0.00
IND2122200B2_2_006	7206700	Meter, 5/8 Inch Lead Free Brass Multi-Jet, MFR: Zenner, MDL: PMN, P/N PMN02	0.00	EA	$0.00	$40.95	$0.00	$0.00
IND2122200B2_2_007	7206700	Meter, 1 Inch Lead Free Brass Multi-jet, MFR: Zenner, MDL: PMN, P/N PMN07	0.00	EA	$0.00	$93.65	$0.00	$0.00
IND2122200B2_2_008	7206700	Meter, 1 1/2 Inch Lead Free Brass Flanged Ends Multi-Jet w/ a Test	60.00	EA	$0.00	$225.00	$13,500.00	$13,500.00

Lead Agency Contact (Contact Unit Mgr if Incorrect)
jwilf@broward.org

Contract ID #	Document Description	Start Date	End Date	Not To Exceed	Amount Ordered
IND2122200B2_2	Water Meters and Repair Parts	10/1/2022	9/24/2024	$721,207.80	$149,395.00

Vend#-AddrID-ContactID	Legal Name	Vendor Contact Email	Vendor Phone #
0000013412	CONSOLIDATED PIPE & SUPPLY COMPANY, INC.	alex.ashton@cpspipe.com	407/293-2001

Item #	Category	Description	Total Line Qty Released	UOM	Maximum Line Amount	Unit Price	Total Line Released Amount	Amount Paid
		Port, MFR: Zenner, MDL: PMN, P/N PMN09						
IND2122200B2_2_009	7206700	Meter, 2 Inch Lead Free Brass Flanged Ends Multi-Jet w/ a Test Port, MFR: Zenner, MDL: PMN, P/N PMN12	50.00	EA	$0.00	$285.00	$14,250.00	$14,250.00
IND2122200B2_2_010	7206700	Meter, 3 Inch Lead Free Brass Hydrant Meter w/ Hydrant Couplings Turbine, MFR: Zenner, MDL: RPZ Hydrant Meter, P/N 3-Inch FHZD30	7.00	EA	$0.00	$1,950.00	$13,650.00	$13,650.00
IND2122200B2_2_011	7206700	Meter, 3 Inch Lead Free Brass Turbine w/ Bolt-On Strainer andTest Port, MFR: Zenner, MDL: ZTBM w/Strainer, P/N PMTB03	0.00	EA	$0.00	$1,000.00	$0.00	$0.00
IND2122200B2_2_012	7206700	Meter, 4 Inch Lead Free Brass Turbine w/ Bolt-On Strainer andTest Port, MFR: Zenner, MDL: ZTBM w/ Strainer, P/N PMTB04	0.00	EA	$0.00	$1,550.00	$0.00	$0.00
IND2122200B2_2_013	7206700	Meter, 6 Inch Lead Free Brass Turbine w/ Bolt-on Strainer and Test Port, MFR: Zenner, MDL: ZTBM w/ Strainer, P/N PMTB06	0.00	EA	$0.00	$2,580.00	$0.00	$0.00
IND2122200B2_2_014	7206700	Meter, 8 Inch Lead Free Brass Turbine w/ Bolt-on Strainer and Test Port, MFR: Zenner, MDL: ZTBM w/ Strainer 8, P/N PMTB08	0.00	EA	$0.00	$3,850.00	$0.00	$0.00

Lead Agency Contact (Contact Unit Mgr if Incorrect)
jwilf@broward.org

Contract ID #	Document Description	Start Date	End Date	Not To Exceed	Amount Ordered
IND2122200B2_2	Water Meters and Repair Parts	10/1/2022	9/24/2024	$721,207.80	$149,395.00

Vend#-AddrID-ContactID	Legal Name	Vendor Contact Email	Vendor Phone #
0000013412	CONSOLIDATED PIPE & SUPPLY COMPANY, INC.	alex.ashton@cpspipe.com	407/293-2001

Item #	Category	Description	Total Line Qty Released	UOM	Maximum Line Amount	Unit Price	Total Line Released Amount	Amount Paid
IND2122200B2_2_015	7206700	Meter, 10 Inch Lead Free Brass Turbine w/ Bolt-on Strainer and Test Port, MFR: Zenner, MDL: ZTBM w/ Strainer, P/N PMTB10	0.00	EA	$0.00	$2,400.00	$0.00	$0.00
IND2122200B2_2_016	7206700	Meter Reclaimed, 5/8 Inch Lead Free Brass Multi-Jet, MFR: Zenner, MDL: PMNR, P/N PMNR02	0.00	EA	$0.00	$43.00	$0.00	$0.00
IND2122200B2_2_017	7206700	Meter Reclaimed, 3/4 Inch Lead Free Brass Multi-jet, MFR: Zenner, MDL: PMNR, P/N PMNR04	0.00	EA	$0.00	$69.00	$0.00	$0.00
IND2122200B2_2_018	7206700	Meter Reclaimed, 1 Inch Lead Free Brass Multi-jet, MFR: Zenner, MDL: PMNR, P/N PMNR07	0.00	EA	$0.00	$95.65	$0.00	$0.00
IND2122200B2_2_019	7206700	Meter Reclaimed, 1 1/2 Inch Lead Free Brass Flanged Ends Multi-jet w/ Test Port, MFR: Zenner, MDL: PMNR, P/N PMNR09	0.00	EA	$0.00	$228.00	$0.00	$0.00
IND2122200B2_2_020	7206700	Meter Reclaimed, 2 Inch Lead Free Brass Flanged Ends Multi-jet w/ Test Port, MFR: Zenner, MDL: PMNR, P/N PMNR12	0.00	EA	$0.00	$288.00	$0.00	$0.00
IND2122200B2_2_021	7206700	Meter Reclaimed, 3 Inch Lead Free Brass Turbine w/ Bolt-on Strainer w/ Test Port, MFR: Zenner, MDL: ZTBM w/ Strainer, P/N PMBTR03	0.00	EA	$0.00	$1,005.00	$0.00	$0.00
IND2122200B2_2_022	7206700	Meter Reclaimed, 4 Inch Lead Free Brass Turbine w/ Bolt-on Strainer	0.00	EA	$0.00	$1,555.00	$0.00	$0.00

Lead Agency Contact (Contact Unit Mgr if Incorrect)
jwilf@broward.org

Contract ID #	Document Description	Start Date	End Date	Not To Exceed	Amount Ordered
IND2122200B2_2	Water Meters and Repair Parts	10/1/2022	9/24/2024	$721,207.80	$149,395.00

Vend#-AddrID-ContactID	Legal Name	Vendor Contact Email	Vendor Phone #
0000013412	CONSOLIDATED PIPE & SUPPLY COMPANY, INC.	alex.ashton@cpspipe.com	407/293-2001

Item #	Category	Description	Total Line Qty Released	UOM	Maximum Line Amount	Unit Price	Total Line Released Amount	Amount Paid
		and Test Port, MFR: Zenner, MDL: ZTBM w/ Strainer, P/N PMTBR04						
IND2122200B2_2_023	7206700	Meter Reclaimed, 6 Inch Lead Free Brass Turbine w/ Bolt-on Strainer and Test Port, MFR: Zenner, MDL: ZTBM w/ Strainer, P/N PMBTR06	0.00	EA	$0.00	$2,585.00	$0.00	$0.00
IND2122200B2_2_024	7206700	Meter Reclaimed, 8 Inch Lead Free Brass Turbine w/ Bolt-on Strainer and Test Port, MFR: Zenner, MDL: ZTBM w/ Strainer, P/N PMBTR08	0.00	EA	$0.00	$3,855.00	$0.00	$0.00
IND2122200B2_2_025	7206700	Meter Fire Service, 10 Inch x 2 Inch Lead Free Brass w/ Test Port, MFR: Zenner, MDL: PFS010X4, P/N 10 PFS010X4	0.00	EA	$0.00	$13,500.00	$0.00	$0.00
IND2122200B2_2_026	7206700	Meter Fire Service, 8 Inch x 2 Inch Lead Free Brass w/ Test Port, MFR: Zenner, MDL: PFS08X4, P/N 8 PFS08X4	0.00	EA	$0.00	$11,250.00	$0.00	$0.00
IND2122200B2_2_027	7206700	Meter Fire Service, 6 Inch x 2 Inch Lead Free Brass w/ Test Port, MFR: Zenner, MDL: PFS06X2, P/N 6 PFS06X2	0.00	EA	$0.00	$8,900.00	$0.00	$0.00
IND2122200B2_2_028	7206700	Meter Fire Service, 4 Inch x 1 1/2 Inch Lead Free Brass w/ Test Port, MFR: Zenner, MDL: PFS04X2, P/N 4 PFS04X2	0.00	EA	$0.00	$5,800.00	$0.00	$0.00
IND2122200B2_2_029	7206700	Meter Fire Service, 3 Inch x 1 Inch	0.00	EA	$0.00	$2,200.00	$0.00	$0.00

Lead Agency Contact (Contact Unit Mgr if Incorrect)
jwilf@broward.org

Contract ID #	Document Description	Start Date	End Date	Not To Exceed	Amount Ordered
IND2122200B2_2	Water Meters and Repair Parts	10/1/2022	9/24/2024	$721,207.80	$149,395.00

Vend#-AddrID-ContactID	Legal Name	Vendor Contact Email	Vendor Phone #
0000013412	CONSOLIDATED PIPE & SUPPLY COMPANY, INC.	alex.ashton@cpspipe.com	407/293-2001

Item #	Category	Description	Total Line Qty Released	UOM	Maximum Line Amount	Unit Price	Total Line Released Amount	Amount Paid
		Lead Free Brass w/ Test Port, MFR: Zenner, MDL: PMC03, P/N 3 PMC03						
IND2122200B2_2_030	7206700	Meter Residential Fire Service, 2 Inch Lead Free Brass Multi-jet w/ Red Register Lid, MFR: Zenner, MDL: PMN12, P/N 2 PMF/ZMF	0.00	EA	$0.00	$325.00	$0.00	$0.00
IND2122200B2_2_031	7206700	Meter Residential Fire Service, 1 1/2 Inch Lead Free Brass Multi-jet, MFR: Zenner, MDL: PMF09, P/N 1-1/2 PMF/ZMF	0.00	EA	$0.00	$275.00	$0.00	$0.00
IND2122200B2_2_032	7206700	Meter Residential Fire Service, 1 Inch Lead Free Brass Multi-jet, MFR: Zenner, MDL: PMF07, P/N 1 PMF/ZMF	0.00	EA	$0.00	$190.00	$0.00	$0.00
IND2122200B2_2_033	7206700	Meter Residential Fire Service, 5/8 Inch Lead Free Brass Positive Displacement, MFR: Zenner, MDL: PMF03, P/N 3/4 SL PMF/ZMF	0.00	EA	$0.00	$125.00	$0.00	$0.00
IND2122200B2_2_034	7206700	Repair Parts for Water Meters, 20 Percent Discount Off of List/Catalog Price	0.00	LPS	$0.00	$1.00	$0.00	$0.00
		Vendor Total			$0.00		$149,395.00	$144,337.90

Departmental Usage	# of PO's	Amount Ordered	Amount Paid
WWS FISCAL OPERATIONS	2	$149,395.00	$144,337.90

Current Procurement Contracts Sorted by Contract ID # As of 2/14/24

Departmental Usage	# of PO's	Amount Ordered	Amount Paid
DIVISION			
Department Totals	2	$149,395.00	$144,337.90

Renewals		
Line #	**Starts**	**Expires**
1	10/1/22	9/24/23
2	9/25/23	9/24/24

Consolidated

PIPE & SUPPLY COMPANY, INC.

Jeff Brouillette Jeff.Brouillette@cpspipe.com 561-252-1601

3010 EUNICE AVE * ORLANDO, FL. 32808

WATTS 1-800-489-2901 * OFFICE (407) 293-2001 * FAX (407) 293-6522

PROJECT: **Zenner Pd Meters Standard Registers**
cooper City

BID DATE: **2/15/2024**

ENGINEER: **DATE:** **2/15/2024**

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
	5500	ea	**5/8 x 3/4 ZPD meter with standard Register gallons**	$65.05	$357,775.00
	1	ea	**Freight**	$1,587.00	$1,587.00
			IND212200B2_2_034 7206700 Repair Parts for Water Meters, 20 Percent Discount Off of List/Catalog	totals	$359,362.00

eta 5-7 weeks aro

thx Jeff b

Please note that all pricing is subject to availability and all material are subject to prior sale. Due to the volatility of the market this could change at any time. Pricing for undelivered materials may be increased in the event of an increase in manufacturer's cost, change in market conditions or any other causes beyond our reasonable control. Storage options may be available at our yards and

PROJECT: **Zenner Pd Meters Standard Registers**
cooper City

BID DATE: **2/15/2024**

ENGINEER: **DATE: 2/15/2024**

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
	5500	ea	**5/8 x 3/4 ZPD meter with standard Register**	$65.05	$357,775.00

must be negotiated prior to any materials being ordered.

Above pricing is firm for delivery, if shipped complete, within 30 days provided order is placed within 10 days from the quote date. All quantities of materials listed are our interpretation of the plans and specifications and are not guaranteed. Material warranties are limited to that of the manufacturers only. Project quoted as a complete package and sale subject to credit approval.

A copy of approved submittals by the engineer along with a written purchase order or order verification is required from the customer prior to material being ordered. Consolidated Pipe is responsible for and will only return material that are normal stock items. Non-stock items and/or special-order items will only be returned at the discretion of the manufacturer. A restocking fee may apply to any of the items listed above that are returned to Consolidated Pipe.

Thank you for the opportunity to quote your requirements. If we can be of any further assistance, please do not hesitate to call.

Jeff Brouillette
Meter Specialist
561-252-1601

Zenner Pricing Effective 8-1-2022

PMN Series C708 Multi-jet Meter/ ZPD C700 Meters	List Price								
	Plastic Top and Lid w/ Brass Bottom								
Bronze Bottom Plastic Top and Lid	**5/8" x 1/2" 01**	**5/8" x 3/4" 02**	**3/4" SL 03**	**3/4" x 3/4" 04**	**3/4" x 1" 05**	**1" 07**	**1-1/2" 08/08M/09**	**2" 11 /11M /12**	**2" 10 LL 10**
Direct Read Register	$81.32	$81.32	$82.80	$90.67	$94.66	$114.65	$341.50	$446.11	$390.50
w/ ETRU Encoder and 5' Cable	$120.64	$120.64	$122.13	$129.99	$133.98	$153.97	$380.82	$485.43	$429.82
w/ ETRU Encoder and Zenner Pit Pad	$132.56	$132.56	$134.05	$141.91	$145.90	$165.89	$392.74	$497.35	$441.74
w/ ETRU Encoder and A103 Digital Counter	$280.69	$280.69	$282.18	$290.04	$294.03	$314.02	$540.87	$645.48	$589.87
w/ ETRU Encoder w/ Itron Connector	$142.64	$142.64	$144.12	$151.99	$155.98	$175.97	$402.82	$507.43	$451.82
w/ ETRU Encoder w/ Nicor Connector	$137.15	$137.15	$138.64	$146.50	$150.49	$170.48	$397.33	$501.94	$446.34
w/ ETRU Encoder w/ Digital Read Out VL9M / VL9S	$311.93	$311.93	$313.42	$321.28	$325.27	$345.26	$572.11	$676.72	$621.12
w/ ETRU encoder and Wall Mount Pit Pad	$199.84	$199.84	$201.33	$209.19	$213.18	$233.17	$460.02	$564.63	$509.02
w/ ETRU Encoder and Sensus Pit Pad/no lid lock	$165.22	$165.22	$166.71	$174.57	$178.56	$198.55	$425.40	$530.01	$474.40
w/ ETRU Encoder w/ Mars Pulse reader	$315.43	$315.43	$316.91	$324.78	$328.77	$348.76	$575.61	$680.22	$624.61
w/ Electronic Register w/ Itron Connector	$188.21	$188.21	$189.70	$197.56	$201.55	$221.54	$448.39	$553.00	$497.39
w/ Electronic Register w/ Nicor Connector	$227.53	$227.53	$229.02	$236.88	$240.87	$260.86	$487.71	$592.32	$536.72
w/ Electronic Register w/ Digital Read Out VL9M	$239.45	$239.45	$240.94	$248.80	$252.79	$272.78	$499.63	$604.24	$548.64
w/ Electronic Register w/ Zenner Pit Pad, includes Lid Lock	$387.58	$387.58	$389.07	$396.93	$400.92	$420.91	$647.76	$752.37	$696.77
w/ Electronic Register w/ Sensus Pit Pad/no lid lock	$249.53	$249.53	$251.02	$258.88	$262.87	$282.86	$509.71	$614.32	$558.71
w/ Electronic Register w/ 5' Cable	$244.05	$244.05	$245.53	$253.40	$257.38	$277.38	$504.22	$608.83	$553.23
Add-On Options C708	**List Price**								
Reverse Flow Check Valve 5/8 & 1 Only	$50.00								
Labor to Direct Connect Stealth to Meter	$25.49	Warranty does not cover reconnection of direct Potting							
TRPL-Housing (Sensus)	$55.00								
Extra Cable Per Foot	$0.33								
	All Sizes								
Bronze Register Housing and Lid	$9.35								
Touch Read Sensus Adapter	0.23								
Note: Direct read meter priced with Plastic housing and lid									

Vendor Compliance Check List

CITY OF Cooper City
Someplace Special

Vendor: Consolidated Pipe & Supply Company, Inc. **FEIN: 63-0418384**	**Does Vendor appear on the following:**	
	YES	**NO**
Florida Convicted Vendor List	☐	☒
Florida Suspended Vendor List	☐	☒
Scrutinized Companies	☐	☒
Broward County Debarred List	☐	☒
State of Florida Corporations (Sun Biz)	☒	☐
E-Verify	☒	☐
Verified by: Purchasing	Date: Thursday, February 22, 2024	

Vendor Compliance
Check List

Convicted Vendor List

The Department of Management Services maintains a "list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under section 287.133, Florida Statutes.

There are currently no vendors on this list.

Vendor Compliance
Check List

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List pursuant to section 287.1351, Florida Statutes.

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance [575.8 kB]
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. [111.8 kB]
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC [85.9 kB]
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. [320.2 kB]
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC [1.8 MB]

Updated 12/10/19

Vendor Compliance
Check List

Table 7: List of Prohibited Investments (Scrutinized Companies)

(New companies are highlighted and in bold.)

Prohibited Investments (Scrutinized Companies)	Scrutinized Country	Country of Incorporation	Initial Appearance on Scrutinized List	Full Divestment
Aviation Industry Corporation of China (AVIC)	Sudan	China	September 24, 2019	Yes
AviChina Industry & Technology	Sudan	China	June 4, 2019	Yes
AVIC International Finance Ltd	Sudan	China	September 24, 2019	Yes
AVIC International Holdings Ltd (formerly listed as AVIC International)	Sudan	China	June 4, 2019	Yes
Bank of Kunlun Co Ltd	Sudan & Iran	China	March 7, 2018	Yes
Chennai Petroleum Corp Ltd	Sudan	India	September 19, 2007	Yes
China BlueChemical Ltd	Iran	China	March 19, 2013	Yes
China National Petroleum Corporation (CNPC)	Sudan & Iran	China	December 11, 2012	Yes
China Oilfield Services Ltd	Iran	China	June 16, 2011	Yes
China Petrochemical Corporation (Sinopec Group)	Sudan & Iran	China	December 3, 2019	Yes
China Petroleum & Chemical Corp (CPCC) Sinopec	Sudan & Iran	China	September 19, 2007	Yes
China Petroleum Engineering Corp	Sudan & Iran	China	March 7, 2018	Yes
CNOOC Ltd	Iran	China	June 16, 2011	Yes
CNOOC Energy Technology & Services Ltd	Iran	China	June 15, 2021	Yes
CNOOC Finance Limited	Iran	China	September 24, 2013	Yes
CNOOC Nexen Finance	Iran	Canada	October 17, 2017	Yes
CNPC Capital Company Limited	Sudan & Iran	China	June 14, 2017	Yes
CNPC General Capital Ltd	Sudan & Iran	China	June 26, 2012	Yes
CNPC Global Capital Limited	Sudan & Iran	China	December 15, 2020	Yes
CNPC HK Overseas Capital Ltd	Sudan & Iran	China	June 16, 2011	Yes
COSL Finance (BVI) Limited	Iran	China	September 24, 2013	Yes
COSL Singapore Capital Ltd	Iran	Singapore	December 4, 2018	Yes
Daqing Huake Group Co Ltd	Sudan	China	March 25, 2008	Yes
Egypt Kuwait Holding Co. SAE	Sudan	Kuwait	January 13, 2009	Yes

Vendor Compliance
Check List

Table 9: Scrutinized Companies that Boycott Israel

New companies on the list are shaded and in bold.

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification	Full Divestment
Betsah Invest SA	Luxembourg	August 2, 2016	Yes
Betsah SA	Luxembourg	August 2, 2016	Yes
Cactus SA	Luxembourg	August 2, 2016	Yes
Co-operative Group Limited	United Kingdom	September 26, 2017	Yes
Guloguz Dis Deposu Ticaret Ve Pazarlama Ltd	Turkey	August 2, 2016	Yes
Morningstar, Inc (Sustainalytics)	United States	October 25, 2023	Prior to 10/25/24 if not resolved
Unilever PLC (Ben & Jerry's parent company)	United Kingdom	July 29, 2021	Prior to 10/25/24
Hindustan Unilever Ltd	India	July 29, 2021	Yes
PT Unilever Indonesia Tbk	Indonesia	July 29, 2021	Yes
Unilever Bangladesh Ltd	Bangladesh	July 29, 2021	Yes
Unilever Capital Corp (Unilever PLC bond issuance)	United States	July 29, 2021	Prior to 10/25/24
Unilever Caribbean Ltd	Trinidad and Tobago	July 29, 2021	Yes
Unilever Consumer Care Ltd	Bangladesh	July 29, 2021	Yes
Unilever Côte d'Ivoire	Ivory Coast	July 29, 2021	Yes
Unilever Finance Netherlands BV	Netherlands	July 29, 2021	Yes

[redacted]

December 19, 2023
Page 2

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification	Full Divestment
(Unilever PLC bond issuance)			
Unilever Ghana Ltd	Ghana	July 29, 2021	Yes
Unilever Nigeria Plc	Nigeria	July 29, 2021	Yes
Unilever Pakistan Foods Ltd	Pakistan	July 29, 2021	Yes
# of Companies that Boycott Israel	18		

No companies were **removed** from the **Scrutinized Companies that Boycott Israel List** during the quarter.

Vendor Compliance Check List

Broward County Debarred Supplier List as of January 25, 2021

Listed below are suppliers [vendors] debarred by the Director of Purchasing for Broward County Board of County Commissioners, in accordance with Broward County Procurement Code, Section 21.119 and 21.120. The notice of debarment date is listed next to each supplier. In accordance with Section 21.121, after the debarment period, a debarred person [supplier] may only be reinstated upon submission of an application to the Director of Purchasing. If approved by the Director of Purchasing, the supplier will be removed from the debarment list for Broward County.

Federal Debarred Supplier List
State of Florida Debarred Supplier Lists
State of Florida List of Scrutinized Companies doing business with Iran and Sudan

The links below provide information regarding the debarred Supplier (e.g. Principal Owners & Debarment letter); the Sunbiz.org page also allows access to the Suppliers' company reports (click on "View Image in PDF format). This information is only available for Suppliers debarred from 2011 to current.

Below is a listing of all Broward County Debarred Suppliers and their debarment notice date.

A & C Contractors, Inc.	02/24/92	Fieldcrest International	10/23/91	Reddick Property Svcs/Broward Cty	02/21/95
A.J. McMasters	07/03/91	Florida Fire Apparatus Corp.	04/07/87	Reeves Equipment & Supply	06/29/04
A-1 Pied Piper Pest Control	10/25/99	FVL Contracting Co.	07/01/89	Richard Jones & Associates	05/12/95
Ace Lock and Security Supply	05/23/05	Gator Express	10/01/94	Roman Waterproofing	09/30/97
Action Trophies & Awards	05/26/92	George W. Murray Contractors	12/08/99	Rust Wizard Inc.	03/24/17
Agra-Cycle Corporation	11/06/01	Glo & Go Inc.	04/01/93	S H Marketing, Inc.	08/17/20
All County Plumbing Contractors, Inc.	07/08/20	Global Transmissions	09/10/92	S.T. Wicole Const. Corp.	05/06/91
All County Plumbing, Inc.	08/17/20	Globe Electric Company, Inc.	12/10/03	Saber Sales, Inc.	11/08/88
Alpha Construction Svces & Consulting Svces	08/11/20	Graphic Productions Co.	02/27/90	Saints-Enterprises II, LLC	12/15/20
Ammunition Reloaders	05/22/92	HDC Advertising, Inc.	05/06/03	Samantha L. List, P.A.	08/11/20
Ann Lipkowitz, Broker	08/21/92	Hegla Construction, Inc.	08/20/92	Screen Graphics	09/01/92
Atech Fire & Security, Inc.	10/10/03	Henze Services, Inc.	08/19/93	Semes Enterprises	01/03/92
Atlas Pen & Pencil Co.	12/26/90	H-Way Corporation	10/25/99	Shamus Corporation	06/29/04
Ben Kough & Associates	01/10/96	Infinite Distributors LLC	09/30/20	Sheerson Construction, Inc.	05/17/00
Bob's Towing	06/09/04	Intercoastal Marketing, LLC	12/15/20	Shiv Lingam Kirtan Mandali Inc.	08/06/20
BRC Construction Company, Inc.	12/14/05	J M List Services, LLC	08/11/20	SLL Consulting LLC	08/11/20
Broward Plumbing Specialists, Inc.	08/17/20	JJM List Services, LLC	08/11/20	Southeast Underground Utilities Corp.	12/12/17
Caribbean Air Surveys, Inc.	03/01/91	JM List, Incorporated	08/11/20	Southgate Const. & Realty	11/07/90
Central Florida Nurseries	08/16/91	John Rogers Corporation Company, Inc.	11/13/90	Spectrum Signal Co., Inc.	03/04/91
Central Press	04/17/95	Joyce Office ProductsKDG	01/05/94	Spirit Services Company, Inc.	12/13/00
Chemtel Supplies, Inc.	11/21/05	Land & Sea Construction	03/18/96	St. Andrew Industries, Inc.	06/16/95
Progressive Transportation Services, Inc. (d/b/a Coach USA Transit Services)	01/15/92	Lawn Wizard USA, Inc.	09/29/15	Statewide Transportation & Recovery Services	11/02/00
		Lawn Wizard USA, LLC	03/24/17	Termark Security Systems	06/03/99
Coastal Carting Ltd.	03/16/96	Mancini Builders	01/04/94	The Parts Connection	06/30/92
Coastal Industries USA, LLC (d/b/a Rust Wizard)	03/24/17	Marquee Enterprises, Inc.	06/08/07	Toilet Taxi Corp.	07/07/15
		Marsten/THG Modular Leasing	12/13/95	Total Connection	04/30/92
Coastal Utilities, Inc.	03/05/99	Major Computer, Inc.	10/28/91	Toussaint Landscaping	11/04/92
Compass Corp.	06/29/04	Med Sure Associates	05/05/97	Transglobal Marketing	12/28/92
Control Press	06/29/04	Moody Maintenance Products	04/06/06	Tropical Growers USA, Inc.	03/24/17
Cordes Door Co., Inc.	09/01/96	Nighthawk International Corp.	10/25/96	Truck City Body Corp.	12/01/96
Cox & Palmer Const. Corp.	03/14/89	OJS Systems, Inc.	12/22/14	Urban Organization, Inc.	03/05/99
Custom Design To A Tee	05/15/96	Omega Group, Inc.	10/30/97	Vees Supply, LLC	08/17/20
Degen's Lawn & Garden Inc.	11/04/11	Precision Detailing dba J M List Services	08/11/20	Venturi Supplies, Inc.	08/17/20
Digital Comm Inc.	05/16/11	Protective Service Int'l	03/01/91	VIMAC USA, Inc.	05/31/17
Dixie Lock & Supply Inc.	02/17/92	Public Safety Systems	03/04/91	Viravar, LLC	08/17/20
Eastern Elevator Service, Inc.	02/13/19	Puskadi Ltd.	11/07/90	Weiser Security Services	12/09/93
Federal Fence Co., Inc.	11/12/90	Quality Loan Service	03/07/91	Wildcat Wrecking Corp.	09/10/92

Rahming Funeral Home	09/01/92	Woodcraft Custom Homes	06/06/88
RC Aluminum Industries Inc.	06/20/14	Z & Z, Inc.	08/11/20

Vendor Compliance Check List

2023 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 839219

Entity Name: CONSOLIDATED PIPE & SUPPLY COMPANY, INC.

Current Principal Place of Business:

1205 HILLTOP PARKWAY
BIRMINGHAM, AL 35204

Current Mailing Address:

P.O. BOX 2472
BIRMINGHAM, AL 35201-2472

FEI Number: 63-0418384

FILED
Mar 27, 2023
Secretary of State
5742984124CC

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	P	Title	V
Name	KERR, HOWARD	Name	KERR, ROBERT
Address	2809 CANTERBURY ROAD	Address	3401 SALISBURY DRIVE
City-State-Zip:	BIRMINGHAM AL 35223	City-State-Zip:	BIRMINGHAM AL 35213

Title	ST
Name	HOWTON, BARRY
Address	1849 KIRKMAN DR
City-State-Zip:	BIRMINGHAM AL 35242

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: BARRY HOWTON SECRETARY/TREASURER 03/27/2023

Electronic Signature of Signing Officer/Director Detail — Date

Vendor Compliance Check List

Employer	Doing Business As	Account Status	Date Enrolled	Date Terminated	Workforce Size	Number of Hiring Sites	Hiring Site Locations (by state)
Consolidated Pipe & Supply Company, Inc.		Open	02/12/2009		500 to 999	59	AL, AR, FL, GA, ID, IL, IN, KY, MO, MS, NC, ND, NJ, OH, PA, SC, TN, TX, UT, VA

All that counts.

ZENNER USA
Warranty for Multi-jet and Positive Displacement Water Meters

This warranty shall apply to ZENNER USA Multi-Jet and Positive Displacement Water Meters models PMN, PPD, PMF and PMFP (collectively the "Water Meters") used to measure potable water and the registers. This warranty shall be effective for all Water Meters shipped on or after January 2, 2012. This warranty is only extended to municipalities, utilities, other commercial users and ZENNER USA distributors, hereinafter referred to as "Customer(s)".

MATERIALS AND WORKMANSHIP

When used in normal potable systems and installed with an appropriate strainer on the inlet side of the meter, Zenner USA warrants its Water Meters and Components thereto free from defects in materials and workmanship, occurring within the earlier of the following time periods:

- **Non-Remote Register:** Twenty-five (25) years from date of installation or twenty-five (25) years and six (6) months from date of shipment.

AWWA METER ACCURACY

ZENNER USA warrants that in normal, potable water systems, its Water Meters will meet or exceed AWWA new meter accuracy standards for within the following timeframes:

- 5/8" Water Meters: Fifteen (15) years from date of sale or 1,500,000 gallons, whichever occurs first;
- 3/4" Water Meters: Fifteen (15) years from date of sale or 2,250,000 gallons, whichever occurs first;
- 1" Water Meters: Fifteen (15) years from date of sale or 3,000,000 gallons, whichever occurs first;
- 1-1/2" Water Meters: Ten (10) years from the date of sale or 6,000,000 gallons, whichever occurs first;
- 2" Water Meters: Ten (10) years from the date of sale or 8,000,000 gallons, whichever occurs first.

WATER METER OR COMPONENT RETURNS

Zenner USA's liability hereunder is expressly limited to the repair or replacement of the Water Meter or Components thereto at Zenner USA's sole discretion, upon the Customer's return of the Water Meter or Components thereto. The Customer must ship the Water Meter or Components thereto prepaid F.O.B. to the service center designated by Zenner USA. The Customer is responsible for all direct and indirect costs associated with removing the Water Meter or Components thereto and reinstalling the repaired or replacement Water Meter or Components thereto. The replaced Water Meter or Components thereto become the property of Zenner USA.

LIMITS OF LIABILITY AND DISCLAIMER

This warranty shall be null and void if the Water Meter or Components are repaired or altered by any party other than Zenner USA. This warranty is applicable only to the extent that the Water Meter and the Components are installed, serviced and operated in accordance with Zenner USA's specifications provided at the time of purchase of Water Meter or Components. This warranty shall not apply to any Water Meter or Components damaged by, or subject to, conditions which in Zenner USA's opinion have caused an adverse effect upon the Water Meter and Components ability to perform, including but not limited to: exposure to erosive or corrosive liquids or gases, or which has been subject to vandalism, negligence, accident, acts of God, improper or unauthorized installation and/or service, Customer or third party operation or repair, alteration, excessive operating conditions, unqualified and/or improperly functioning registers, obsolete devices and/or equipment, circumstances which are beyond Zenner USA's reasonable control, or any cause other than inherent manufacturing defects in the Water Meter or Components thereto.

Any description of the Water Meter or Components, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order, whether in writing or made orally by Zenner USA or Zenner USA's agents, are for the sole purpose of identifying the products and shall not be construed as an express warranty. Except as provided herein, any suggestions, written or oral, by Zenner or Zenner's agents regarding use, application, or suitability of the Products shall not be construed as an express warranty

NOTWITHSTANDING ANY OTHER PROVISION OF THIS WARRANTY, IN NO EVENT SHALL ZENNER USA'S LIABILITY EXCEED THE PURCHASE PRICE OF THE WATER METER OR COMPONENTS DEEMED DEFECTIVE.

EXCEPT FOR THE WARRANTY SET FORTH HEREINABOVE, ZENNER USA MAKES NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER WITH RESPECT TO THE WATER METER OR COMPONENTS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

IN NO EVENT SHALL ZENNER USA BE LIABLE FOR ACTUAL DAMAGES ARISING FROM TORT CLAIMS OR THIRD PARTY BREACH OF CONTRACT CLAIMS, OR FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, CONTINGENT, INCIDENTAL OR PUNITIVE DAMAGES, (INCLUDING, WITHOUT LIMITATION, LOST DATA, LOST SAVINGS, LOSS OF REVENUE, UTILITY COST RECOUPMENT, OR PROFITS), REGARDLESS OF FAULT, AND REGARDLESS AS TO WHETHER CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE.

Due to continuous research, evolving technology, updates and improvements, Zenner USA reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists that states otherwise.

ZENNER USA
15280 Addison Rd #340, Addison, TX 75001, (972) 386-6611, Fax (972) 386-1814
www.zennerusa.com

CITY COMMISSION
STAFF REPORT

DEPARTMENT: Utilities

DATE: April 9, 2024

SUBJECT: Motion to approve the purchase of Watts Dual Check Valves from Ferguson Waterworks, in the amount of $246,345.00, using the NIGP SEFL Cooperative Contract No. ITB #2018-19/12, Water Meter Fittings and Water Line Accessories. - **Utilities**

CITY MANAGER RECOMMENDATION:
The City Manager recommends approving the purchase of Watts Dual Check Valves from Ferguson Waterworks for $246,345.00 using the NIGP SEFL Cooperative Contract No. ITB #2018-19/12, Water Meter Fittings and Water Line Accessories.

BACKGROUND OF ITEM:
The City has been grappling with persistent challenges in the Advanced Water Meter Infrastructure. Currently, we have a total of 11,869 water meters installed, with approximately 6,690 being advanced meters and the remainder being manual water meters. Regrettably, the advanced meters have introduced a spectrum of issues: meter failures, malfunctioning radio transmitters, network connectivity challenges, software glitches, data inaccuracies, unresolved warranty issues, a substantial number of zero readings, and expired software licenses and service maintenance agreements. Notably, the City is currently incurring an annual expenditure exceeding $63,000 for software and maintenance.

These challenges collectively led to a significant decrease in our utility's annual revenue, estimated at $1,632,587.95. This situation hampers our operational capabilities, diverting valuable resources from crucial infrastructure maintenance and affecting project timelines.

Our efforts to tackle these persistent issues have necessitated allocating extra resources, which has hampered our operational efficiency. Furthermore, the current system's incapacity to furnish accurate and consistent data has resulted in delayed contractor response times, aggravating the problem. According to the manufacturer, replacing malfunctioning meters could extend anywhere from 6 to 8 weeks, introducing additional complexity to the situation.

ANALYSIS:
After a thorough analysis, it becomes evident that the expenses linked to maintaining the existing advanced meter system, revenue loss, and staff compensation exceed the potential migration

costs from advanced to manual meters. In light of this, we recommend implementing a phased approach to replace the malfunctioning meters with more reliable alternatives.

Commencing the replacement program with the advanced meters that caused the most significant problems will let us gradually shift to a more stable and efficient system. While adding more manual meters will require hiring additional resources for meter reading, this strategic move promises better financial outcomes than the ongoing maintenance costs associated with the problematic advanced meters.

In conclusion, the challenges from the advanced water meters necessitate a strategic and progressive approach to replace them. By systematically addressing the malfunctioning meters and transitioning towards manual meters in a controlled manner, we can mitigate revenue losses, streamline our operations, and ensure accurate utility billing.

COST ANALYSIS:
The Watts Dual Check Valves are $44.79 each.

STRATEGIC PLAN:
This project supports the City's Strategic Goal of maintaining and improving the City's infrastructure and appearance to support and ensure a sustainable and beautiful environment.

PROCUREMENT:
Sec 2-258 – Exclusion and exceptions to bid and proposal requirements.
(f) *Purchases of goods or services from contracts awarded by other governmental or not-for-profit entities by formal competitive selection process.* The purchase of goods or services under a contract awarded by the United States Government or another governmental, public, or not-for-profit entity by a formal competitive process is authorized, provided the purchasing agent makes a determination that time, expense, and marketplace factors make it financially advantageous for the City to do so.

FISCAL IMPACT:
Sufficient funds are available in the Water & Sewer Fund

General Ledger Acct. Number	Budgeted Amount	Requested Amount	Remaining Amount
453-911-563422-533-24018	$1,100,000.00	$246,345.00	$853,655.00

ATTACHMENTS:
1. Ferguson Waterworks Proposal
2. Vendor Compliance
3. Watts Dual Check Valve Warranty
4. NIGP SEFL Cooperative Contract No. ITB# 2018-19/12

FERGUSON WATERWORKS

FEL-POMPANO BEACH WW #125
1950 NW 18TH STREET
POMPANO BEACH, FL 33069-1394

Phone: 954-973-8100
Fax: 954-917-3134

Deliver To:
From: **Matthew**
Comments:

Meeting Date: 04/09/2024 Item #17.

21:53:21 FEB 21 2024

FEL-POMPANO BEACH, FL WW #125
Price Quotation
Phone: 954-973-8100
Fax: 954-917-3134

Bid No: B555824
Bid Date: 02/21/24
Quoted By: MSG

Cust Phone: 954-434-5519
Terms: NET 10TH PROX

Customer: CITY OF COOPER CITY
DEPT OF UTILITIES
11791 SW 49TH STREET
COOPER CITY, FL 33330

Ship To: DEPT OF UTILITIES 11791 SW 49T
COOPER CITY, FL 33330

Cust PO#: 1X3/4 Dual Checks

Job Name: UTILITIES

Item	Description	Quantity	Net Price	UM	Total
	---- PER DBAC 2018/19-12 MFG: WATTS 46% DISC ---- LIST $87.31 ----				
WLF7R10U2GF	LF 1X3/4 FEM THRD SWVL DU CHK VLV	5500	44.790	EA	246345.00

Net Total:	$246345.00
Tax:	$0.00
Freight:	$0.00
Total:	$246345.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=125&on=13287

Vendor Compliance Check List

CITY OF Cooper City
Someplace Special

Vendor: Ferguson Enterprises, LLC. **FEIN: 54-1211771**	**Does Vendor appear on the following:**	
	YES	**NO**
Florida Convicted Vendor List	☐	☒
Florida Suspended Vendor List	☐	☒
Scrutinized Companies	☐	☒
Broward County Debarred List	☐	☒
State of Florida Corporations (Sun Biz)	☒	☐
E-Verify	☒	☐
Verified by: Purchasing	Date: Monday, February 26, 2024	

Vendor Compliance
Check List

Convicted Vendor List

The Department of Management Services maintains a "list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under section 287.133, Florida Statutes.

There are currently no vendors on this list.

Vendor Compliance
Check List

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List pursuant to section 287.1351, Florida Statutes.

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance [575.8 kB]
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. [111.8 kB]
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC [85.9 kB]
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. [320.2 kB]
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC [1.8 MB]

Updated 12/10/19

Vendor Compliance Check List

CNPC Capital Company Limited	Sudan & Iran	China	June 14, 2017	Yes
CNPC General Capital Ltd	Sudan & Iran	China	June 26, 2012	Yes
CNPC Global Capital Limited	Sudan & Iran	China	December 15, 2020	Yes
CNPC HK Overseas Capital Ltd	Sudan & Iran	China	June 16, 2011	Yes
COSL Finance (BVI) Limited	Iran	China	September 24, 2013	Yes
COSL Singapore Capital Ltd	Iran	Singapore	December 4, 2018	Yes
Daqing Huake Group Co Ltd	Sudan	China	March 25, 2008	Yes
Egypt Kuwait Holding Co. SAE	Sudan	Kuwait	January 13, 2009	Yes
Engen Botswana	Sudan & Iran	Botswana	March 24, 2015	Yes

Prohibited Investments (Scrutinized Companies)	Scrutinized Country	Country of Incorporation	Initial Appearance on Scrutinized List	Full Divestment
FACC AG	Sudan	Austria	June 4, 2019	Yes
Gazprom	Iran	Russia	September 19, 2007	Yes
Gazprom Neft	Iran	Russia	September 16, 2008	Yes
Gazprom Promgaz	Iran	Russia	June 4, 2019	Yes
GPN Capital SA	Iran	Luxembourg	June 4, 2019	Yes

Vendor Compliance
Check List

Table 9: Scrutinized Companies that Boycott Israel

New companies on the list are shaded and in bold.

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification	Full Divestment
Betsah Invest SA	Luxembourg	August 2, 2016	Yes
Betsah SA	Luxembourg	August 2, 2016	Yes
Cactus SA	Luxembourg	August 2, 2016	Yes
Co-operative Group Limited	United Kingdom	September 26, 2017	Yes
Guloguz Dis Deposu Ticaret Ve Pazarlama Ltd	Turkey	August 2, 2016	Yes
Morningstar, Inc (Sustainalytics)	United States	October 25, 2023	Prior to 10/25/24 if not resolved
Unilever PLC (Ben & Jerry's parent company)	United Kingdom	July 29, 2021	Prior to 10/25/24
Hindustan Unilever Ltd	India	July 29, 2021	Yes
PT Unilever Indonesia Tbk	Indonesia	July 29, 2021	Yes
Unilever Bangladesh Ltd	Bangladesh	July 29, 2021	Yes
Unilever Capital Corp (Unilever PLC bond issuance)	United States	July 29, 2021	Prior to 10/25/24
Unilever Caribbean Ltd	Trinidad and Tobago	July 29, 2021	Yes
Unilever Consumer Care Ltd	Bangladesh	July 29, 2021	Yes
Unilever Côte d'Ivoire	Ivory Coast	July 29, 2021	Yes
Unilever Finance Netherlands BV	Netherlands	July 29, 2021	Yes

[redacted]

December 19, 2023
Page 2

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification	Full Divestment
(Unilever PLC bond issuance)			
Unilever Ghana Ltd	Ghana	July 29, 2021	Yes
Unilever Nigeria Plc	Nigeria	July 29, 2021	Yes
Unilever Pakistan Foods Ltd	Pakistan	July 29, 2021	Yes
# of Companies that Boycott Israel	18		

No companies were **removed** from the **Scrutinized Companies that Boycott Israel List** during the quarter.

Vendor Compliance Check List

Broward County Debarred Supplier List as of January 25, 2021

Listed below are suppliers [vendors] debarred by the Director of Purchasing for Broward County Board of County Commissioners, in accordance with Broward County Procurement Code, Section 21.119 and 21.120. The notice of debarment date is listed next to each supplier. In accordance with Section 21.121, after the debarment period, a debarred person [supplier] may only be reinstated upon submission of an application to the Director of Purchasing. If approved by the Director of Purchasing, the supplier will be removed from the debarment list for Broward County.

Federal Debarred Supplier List
State of Florida Debarred Supplier Lists
State of Florida List of Scrutinized Companies doing business with Iran and Sudan

The links below provide information regarding the debarred Supplier (e.g. Principal Owners & Debarment letter); the Sunbiz.org page also allows access to the Suppliers' company reports (click on "View Image in PDF format). This information is only available for Suppliers debarred from 2011 to current.

Below is a listing of all Broward County Debarred Suppliers and their debarment notice date.

A & C Contractors, Inc.	02/24/92	Fieldcrest International	10/23/91	Reddick Property Svcs/Broward Cty	02/21/95
A.J. McMasters	07/03/91	Florida Fire Apparatus Corp.	04/07/87	Reeves Equipment & Supply	06/29/04
A-1 Pied Piper Pest Control	10/25/99	FVL Contracting Co.	07/01/89	Richard Jones & Associates	05/12/95
Ace Lock and Security Supply	05/23/05	Gator Express	10/01/94	Roman Waterproofing	09/30/97
Action Trophies & Awards	05/26/92	George W. Murray Contractors	12/08/99	Rust Wizard Inc.	03/24/17
Agra-Cycle Corporation	11/06/01	Glo & Go Inc.	04/01/93	S H Marketing, Inc.	08/17/20
All County Plumbing Contractors, Inc.	07/08/20	Global Transmissions	09/10/92	S.T. Wicole Const. Corp.	05/06/91
All County Plumbing, Inc.	08/17/20	Globe Electric Company, Inc.	12/10/03	Saber Sales, Inc.	11/08/88
Alpha Construction Svces & Consulting Svces	08/11/20	Graphic Productions Co.	02/27/90	Saints-Enterprises II, LLC	12/15/20
Ammunition Reloaders	05/22/92	HDC Advertising, Inc.	05/06/03	Samantha L. List, P.A.	08/11/20
Ann Lipkowitz, Broker	08/21/92	Hegla Construction, Inc.	08/20/92	Screen Graphics	09/01/92
Atech Fire & Security, Inc.	10/10/03	Henze Services, Inc.	08/19/93	Semes Enterprises	01/03/92
Atlas Pen & Pencil Co.	12/26/90	H-Way Corporation	10/25/99	Shamus Corporation	06/29/04
Ben Kough & Associates	01/10/96	Infinite Distributors LLC	09/30/20	Sheerson Construction, Inc.	05/17/00
Bob's Towing	06/09/04	Intercoastal Marketing, LLC	12/15/20	Shiv Lingam Kirtan Mandali Inc.	08/06/20
BRC Construction Company, Inc.	12/14/05	J M List Services, LLC	08/11/20	SLL Consulting LLC	08/11/20
Broward Plumbing Specialists, Inc.	08/17/20	JJM List Services, LLC	08/11/20	Southeast Underground Utilities Corp.	12/12/17
Caribbean Air Surveys, Inc.	03/01/91	JM List, Incorporated	08/11/20	Southgate Const. & Realty	11/07/90
Central Florida Nurseries	08/16/91	John Rogers Corporation Company, Inc.	11/13/90	Spectrum Signal Co., Inc.	03/04/91
Central Press	04/17/95	Joyce Office ProductsKDG	01/05/94	Spirit Services Company, Inc.	12/13/00
Chemtel Supplies, Inc.	11/21/05	Land & Sea Construction	03/18/96	St. Andrew Industries, Inc.	06/16/95
Progressive Transportation Services, Inc. (d/b/a Coach USA Transit Services)	01/15/92	Lawn Wizard USA, Inc. Lawn Wizard USA, LLC	09/29/15 03/24/17	Statewide Transportation & Recovery Services Termark Security Systems	11/02/00 06/03/99
Coastal Carting Ltd.	03/16/96	Mancini Builders	01/04/94	The Parts Connection	06/30/92
Coastal Industries USA, LLC (d/b/a Rust Wizard)	03/24/17	Marquee Enterprises, Inc. Marsten/THG Modular Leasing	06/08/07 12/13/95	Toilet Taxi Corp. Total Connection	07/07/15 04/30/92
Coastal Utilities, Inc.	03/05/99	Major Computer, Inc.	10/28/91	Toussaint Landscaping	11/04/92
Compass Corp.	06/29/04	Med Sure Associates	05/05/97	Transglobal Marketing	12/28/92
Control Press	06/29/04	Moody Maintenance Products	04/06/06	Tropical Growers USA, Inc.	03/24/17
Cordes Door Co., Inc.	09/01/96	Nighthawk International Corp.	10/25/96	Truck City Body Corp.	12/01/96
Cox & Palmer Const. Corp.	03/14/89	OJS Systems, Inc.	12/22/14	Urban Organization, Inc.	03/05/99
Custom Design To A Tee	05/15/96	Omega Group, Inc.	10/30/97	Vees Supply, LLC	08/17/20
Degen's Lawn & Garden Inc.	11/04/11	Precision Detailing dba J M List Services	08/11/20	Venturi Supplies, Inc.	08/17/20
Digital Comm Inc.	05/16/11	Protective Service Int'l	03/01/91	VIMAC USA, Inc.	05/31/17
Dixie Lock & Supply Inc.	02/17/92	Public Safety Systems	03/04/91	Viravar, LLC	08/17/20
Eastern Elevator Service, Inc.	02/13/19	Puskadi Ltd.	11/07/90	Weiser Security Services	12/09/93
Federal Fence Co., Inc.	11/12/90	Quality Loan Service	03/07/91	Wildcat Wrecking Corp.	09/10/92
		Rahming Funeral Home	09/01/92	Woodcraft Custom Homes	06/06/88
		RC Aluminum Industries Inc.	06/20/14	Z & Z, Inc.	08/11/20

Vendor Compliance Check List

2023 FOREIGN LIMITED LIABILITY COMPANY AMENDED ANNUAL REPORT

DOCUMENT# M19000003601

FILED
Aug 01, 2023
Secretary of State
6458982661CC

Entity Name: FERGUSON ENTERPRISES, LLC

Current Principal Place of Business:

751 LAKEFRONT COMMONS
NEWPORT NEWS, VA 23606

Current Mailing Address:

751 LAKEFRONT COMMONS
NEWPORT NEWS, VA 23606 US

FEI Number: 54-1211771

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATE CREATIONS NETWORK, INC.
801 US HIGHWAY 1
NORTH PALM BEACH, FL 33408 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: LAUREN UNDERWOOD, SPECIAL SECRETARY 08/01/2023

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MANAGER, DIRECTOR, PRESIDENT, CEO
Name	MURPHY, KEVIN M.
Address	751 LAKEFRONT COMMONS
City-State-Zip:	NEWPORT NEWS VA 23606

Title	MANAGER, DIRECTOR, SENIOR VICE PRESIDENT, SECRETARY
Name	GRAHAM, IAN T.
Address	751 LAKEFRONT COMMONS
City-State-Zip:	NEWPORT NEWS VA 23606

Title	ASSISTANT SECRETARY
Name	GALLO, ERIC A.
Address	751 LAKEFRONT COMMONS
City-State-Zip:	NEWPORT NEWS VA 23606

Title	ASSISTANT SECRETARY
Name	YUTESLER, JULIE A.
Address	751 LAKEFRONT COMMONS
City-State-Zip:	NEWPORT NEWS VA 23606

Title	MANAGER, DIRECTOR, CFO
Name	BRUNDAGE, WILLIAM S.
Address	751 LAKEFRONT COMMONS
City-State-Zip:	NEWPORT NEWS VA 23606

Title	ASSISTANT TREASURER
Name	CROWDER, BRENDA L.
Address	751 LAKEFRONT COMMONS
City-State-Zip:	NEWPORT NEWS VA 23606

Title	ASSISTANT SECRETARY
Name	RICE, WESLEY E.
Address	751 LAKEFRONT COMMONS
City-State-Zip:	NEWPORT NEWS VA 23606

Title	VICE PRESIDENT – TAX
Name	DUBOIS, REBECCA S.
Address	751 LAKEFRONT COMMONS
City-State-Zip:	NEWPORT NEWS VA 23606

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: GRAHAM , IAN T. SECRETARY, BY: LAUREN UNDERWOOD, ATTORNEY-IN-FACT 08/01/2023

Electronic Signature of Signing Authorized Person(s) Detail — Date

Vendor Compliance Check List

Employer	Doing Business As	Account Status	Date Enrolled	Date Terminated	Workforce Size	Number of Hiring Sites	Hiring Site Locations (by state)
Ferguson Enterprises, LLC		Open	06/09/2017		10,000 and over	1240	AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WI, WV, WY

Meeting Date: 04/09/2024 Item #17.

Terms and Conditions

FREIGHT TERMS: All shipments are F.O.B. shipping point. Shipments from factory less than 1000 lbs. are F.O.B. factory. Factory shipments OF $5000 and over within the continental U.S.A. will be prepaid and allowed when made at the lowest motor carrier transportation rate.

TERMS OF SALE: All sales are F.O.B. shipping point.

PAYMENT TERMS: The invoices are due and payable 30 days from the date of invoice.

PURCHASE ORDER FORMS: Orders submitted on customer's own purchase order forms will be accepted only with the express understanding that no statements, clauses, or conditions contained in said order form will be binding on the Seller if they in any way modify the Seller's own terms and conditions of sales.

STOCKING WHOLESALER MINIMUM CHARGE: A minimum billing charge of $100.00 applies to shipments F.O.B. factory. Stocking Wholesaler Customers are encouraged to order sufficient material to avoid this charge which is necessitated by increased costs of processing small orders.

SPECIAL PRODUCTS: Orders for special or modified products are non-cancelable. In the event that the customer cancels an order for such products, Watts shall charge the customer an amount equal to Watts' costs and expenses incurred in performing the purchase order prior to receipt of notice of cancellation.

LIMITED WARRANTY: Watts Regulator Co. (the "Company") warrants each product to be free from defects in material and workmanship under normal usage for a period of one year from the date of original shipment. In the event of such defects within the warranty period, the Company will, at its option, replace or recondition the product without charge.

THE WARRANTY SET FORTH HEREIN IS GIVEN EXPRESSLY AND IS THE ONLY WARRANTY GIVEN BY THE COMPANY WITH RESPECT TO THE PRODUCT. THE COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. THE COMPANY HEREBY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The remedy described in the first paragraph of this warranty shall constitute the sole and exclusive remedy for breach of warranty, and the Company shall not be responsible for any incidental, special or consequential damages, including without limitation, lost profits or the cost of repairing or replacing other property which is damaged if this product does not work properly, other costs resulting from labor charges, delays, vandalism, negligence, fouling caused by foreign material, damage from adverse water conditions, chemical, or any other circumstances over which the Company has no control. This warranty shall be invalidated by any abuse, misuse, misapplication, improper installation or improper maintenance or alteration of the product.

Some States do not allow limitations on how long an implied warranty lasts, and some States do not allow the exclusion or limitation of incidental or consequential damages. Therefore the above limitations may not apply to you. This Limited Warranty gives you specific legal rights, and you may have other rights that vary from State to State. You should consult applicable state laws to determine your rights. **SO FAR AS IS CONSISTENT WITH APPLICABLE STATE LAW, ANY IMPLIED WARRANTIES THAT MAY NOT BE DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO ONE YEAR FROM THE DATE OF ORIGINAL SHIPMENT.**

SERVICE POLICY: For inoperative products beyond the warranty period, we assume no liability for replacement of valves due to service conditions beyond our control.

RETURNED GOODS: No material shall be returned without authorization. When credit is issued it will be at the price charged, or prevailing price if lower, less handling charges based on costs of reconditioning, boxing, etc. However, a minimum 25% handling charge will apply. A minimum handling charge of $20.00 is applied whenever the 25% handling deduction does not total $20.00. Products which are obsolete or made to special order are not returnable.

NOTE: Prices and terms are subject to change without notice and supersede all previous quotations. The right is reserved to change or modify product design or construction without prior notice and without incurring any obligation to make such changes and modifications on products previously or subsequently sold.

DocuSign Envelope ID: 2AC69C91-DA89-4C42-8C26-25C3710AEA74

CONTRACT RENEWAL

This CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and CORE AND MAIN LP (CONTRACTOR), as follows:

W I T N E S S E T H:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Water Meter Fittings and Water Line Accessories (the Products) pursuant to ITB #2018-19/12 (the "CONTRACT"); and

WHEREAS, the initial CONTRACT term is three (3) years, beginning March 6, 2019 and expiring March 5, 2022; and

WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the third (3rd) of the three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

Section 1. The above referenced Whereas clauses are true and correct and made a part hereof.

Section 2. The contract renewal term shall begin on March 6, 2024 and will expire on March 5, 2025, (There are no more renewals) unless otherwise terminated pursuant to the terms of the original CONTRACT.

Section 3. All terms, conditions, and specifications of the original CONTRACT shall remain the same. However, the price adjustments set forth in Amendment to Contract No. 1 dated March 6, 2022 as Attachment "A" shall be applicable under this renewal.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

ATTEST

DocuSigned by:
Heather Montemayor
5E72EBB3A1E04DD...
HEATHER MONTEMAYOR, CMC, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF AND RELIANCE BY THE CITY OF DEERFIELD BEACH, FLORIDA, ONLY.

DocuSigned by:
Anthony Soroka
5CAA0437D59A4C4...
ANTHONY C. SOROKA, CITY ATTORNEY

CITY OF DEERFIELD BEACH

By: DocuSigned by:
David Santucci
6E00D88DCB45419...
DAVID SANTUCCI, CITY MANAGER

Date: 3/4/2024

DocuSign Envelope ID: 2AC69C91-DA89-4C42-8C26-25C3710AEA74

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

Core & Main LP
(Name of Corporation)

DocuSigned by:
By: Benjamin Strasser
949FE24F890548B...
(Signature)

Corporate Secretary

(Corporate Seal, if applicable)

Benjamin Strasser Municipal Quotations Spec
(Type Name/Title Signed Above)

3/4/2024
Date:

DocuSign Envelope ID: 2AC69C91-DA89-4C42-8C26-25C3710AEA74

ATTACHMENT "A"
(PRICE ADJUSTMENTS)

Water Meter Fittings and Water Line Accessories ITB #2018-19/12 Core & Main LP - Price Adjustments (3/6/2022)		
Product Groups	**Current Percentage Discounts / List Plus Percentage**	**Price Adjustments Market List Plus Percentage**
Group #1 – Adapters	Mueller - 41%	Mueller - Market List plus 11%
Group #2 - Meter Boxes	Carson - 37% CDR - 52% Ford - 48% Highline - 54% Mueller - 16%	Carson - Market List plus 11 % CDR - Market List plus 11% Ford - Market List plus 11% Highline - Market List plus 11% Mueller - Market List plus 11%
Group #3 – Clamps	Ford - 44% Hymax - 46% Mueller - 41% Romac - 64% Smith-Blair - 71% Total Piping - 57%	Ford - Market List plus 11% Hymax - Market List plus 11% Mueller Market List plus 11% Romac - Market List plus 11% Smith-Blair -Market List plus 11% Total Piping - Market List plus 11%
Group #4 - Connectors, Hose	Ford - 48%	Ford - Market List plus 11%
Group #5 - Corporation Stops	**No Award**	**No Award**

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Group #6 - Couplings	BMI - 74% Dresser - 26% JCM - 63% Lee Brass - 85% Smith-Blair - 72% Total Piping - 57%	BMI - Market List plus 11% Dresser - Market List plus 11% JCM - Market List plus 11% Lee Brass - Market List plus 11% Total Piping - Market List plus 11% Smith Blair - Market List plus 11%
Group #7 - Curb Stops	**No Award**	**No Award**
Group #8 - Elbows	BMI - 74% Mueller - 41% Spear - 50%	BMI - Market List plus 11% Mueller Market List plus 11% Spears - Market List plus 11%
Group #9 - Flanges	Buy Wholesale - List plus 11% Ford - 48% Lee Brass - 59% Matco-Norca - 73% Mueller - 41%	Buy Wholesale - Market List plus 11% Ford - Market List plus 11% Lee Brass - Market List plus 11% Matco-Norca - Market list plus 11% Mueller - Market List plus 11%
Group #10 - Hose Bibs	American Valve - 54% Matco-Norca - 59% Mueller - 41%	American Valve - Market List plus 11% Matco-Norca - Market List plus 11% Mueller - Market List plus 11%
Group #11 - Idler Pipes	Ford - 48%	Ford - Market List plus 11%
Group #12 - Insert Stiffeners	Buy Wholesale - List plus 11%	Buy Wholesale - Market List plus 11%
Group #13 - Meter Stops	**No Award**	**No Award**
Group #14 - Nipples, Brass	**No Award**	**No Award**
Group #15 - Pieces, Branch	**No Award**	**No Award**
Group #16 - Plugs, Standard Brass	BMI - 74% Muller - 41%	BMI - Market List plus 11% Mueller - Market List plus 11%

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Group #17 - Poly-Adapters x Compression Brass	**No Award**	**No Award**
Group #18 - Reducer Bushings	BMI - 74% Lee Brass - 85% Mueller - 41% Spear - 50%	BMI - Market List plus 11% Lee Brass - Market List plus 11% Mueller - Market list plus 11%, Spears - Market List plus 11%
Group #19 - Meter Resetters	**No Award**	**No Award**
Group #20 - Service Saddles	Ford - 48% Mueller - 41% Romac - 64% Total Piping - 57%	Ford - Market List plus 11% Mueller Market List plus 11% Romac - Market List plus 11% Total Piping - Market List plus 11%
Group #21 - Tees	BMI - 74% Lee Brass - 85% Mueller - 41% Spear - 50%	BMI - Market List plus 11% Lee Brass - Market List plus 11% Mueller - Market list plus 11% Spears - Market List plus 11%
Group #22 - Tubing	Charter Plastic - 15% Copper - List plus 12% Endot Industries - List plus 11%	Charter Plastic - Market List plus 15% Copper - Market List plus 12% Endot Industries - Market List plus 11%
Group #23 - U-Branches	**No Award**	**No Award**
Group #24 - Valves	American Valve - 54% Clow - 71% Matco-Norca - 70% Multi Fittings - 65% Spears - 37%	American Valve - Market List plus 11% Clow - Market List plus 11% Matco Norca - Market List plus 11% Multi Fitting Market List plus 11% Spears - Market List plus 11%
Group #25 - Washers	Buy Wholesale - List plus 20%	Buy Wholesale - Market List plus 20%

DocuSign Envelope ID: 2AC69C91-DA89-4C42-8C26-25C3710AEA74

Group #26 - Yokes	Ford - 48% Mueller - 41%	Ford - Market List plus 11% Mueller - Market List plus 11%
Group #27 - Megalugs	Romac - 53% Star - 65%	Romac - Market List plus 11% Star - Market list plus 11%
Group #28 - Grip Rings 4"-12"	Smith-Blair - 50%	Smith Blair - Market List plus 11%
Group #29 - Ductile	Star - 65% US Pipe - 46%	Star - Market list plus 11% US Pipe - Market List plus 11%
Group #30 Backflow Preventers and Pressure Valves	Apollo - 85% Watts - 46%	Apollo - Market List plus 11% Watts - Market List plus 11%
Group #31 Lead Free Brass Caps	Lee Brass-Domestic - 85%	Lee Brass Domestic - Cost plus 11%
Value Added Items		
Apollo	Large PF - 77% Parts & kts - 46% Air Gap Drain Kit - 77%	Apollo - Market List plus 11% Parts & Kits - Market List plus 11% Air Gap - Market List plus 11%
Charlotte Pipe	PVC Pipe - List plus 11%	PVC Pipe - Market List plus 11%
Clow	R/W 14-24 OS&Y - 42% Fire Hydrants Medallion - 64% Eddy - 64% Extentions Kits - 49% Repair Kits - 29% Repair Parts (valves &all others) - 29%	R/W 14-24 OS&Y - Market List plus 11%% Fire Hydrants Medallion - Market List Plus 11% Eddy - Market List plus 11% Extentions Kits - Market List plus 11% Repair Kits - Market List plus 11% Repair Kits (valves & all others) - Market List plus 11%

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Ford	Uniflange - 48%	Uniflange - Market List plus 11%
Multi Fittings	SDR 35 SW 4"-8", 10", 12" Gasket 10", 12" - 80% SDR 26 HW Gasket 4"-8", 10"- 12" - 80% IPS 21 - 68% Pressure 4"-8", 10", 12", 14" and up - 67% Non-pressure 4"-8" AKA 4"-8" CIOD - 74%	SDR 35 SW 4"-8", 10", 12" Gasket 10", 12" - Market List plus 11% SDR 26 HW Gasket 4"-8", 10"- 12" - Markt List plus 11% IPS 21 - Market List plus 11% Pressure 4"-8", 10", 12" 14" and up - Market List plus 11% Non-pressure 4"-8" AKA 4"-8" CIOD - Market List plus 11%
Smith-Blair	Redi Clamps - 67% 300 Series Bronze Saddles - 71% 320 Series Service Saddles - 54% 421 Top Bolt Couplings 53%	Redi Clamps - Market List plus 11% 300 Series Bronze Saddles - Market List plus 11% 320 Series Service Saddles - Market List plus 11% 421 Top Bolt Couplings - Market List plus 11%
Spear	Sch 80 fittings thru 8" - 75%	Sch 80 fittings thru 8" - Market List plus 11%
Total Piping	Triple Tap MJ Tapping Sleeve 4"-30" - 57% Triple Tap Line Stop Fitting Threaded & Push plug 4" - 24" - 57%	Triple Tap MJ Tapping Sleeve 4"-30" - Market List plus 11% Triple Tap Line Stop Fitting Threaded & Push plug 4" - 24" - Market List plus 11%
Wagner	Brass tags - 43%	Brass tags - Market List plus 11%

Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

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

BID/RFP No. ITB #2018-19/12

Description/Title: Water Meter Fittings and Water Line Accessories

Initial Contract Term: Start Date: March 6, 2019 End Date: March 5, 2022

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

Renewal No. 1 Start Date: March 6, 2022 End Date: March 5, 2023

Renewal No. 2 Start Date: March 6, 2023 End Date: March 5, 2024

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

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

SECTION #1 **VENDOR AWARD**

Vendor Name: Core & Main LP

Vendor Address: 4310 NW 10th Avenue, Oakland Park, FL 33309

Contact: Susan Reed

Phone: 407-383-7008 Fax: _____

Cell/Pager: _____ Email Address: susan.reed@coreandmain.com

Website: _____ FEIN: 03-0550887

VENDOR AWARD

Vendor Name: Empire Pipe and Supply

Vendor Address: 40 Keys Court, Sanford, FL 32773

Contact: John Kuehne / James Mathis

Phone: 407-295-2400 Fax: _____

Cell/Pager: _____ Email Address: jkuehne@empirepipe.com

Website: _____ FEIN: 20-5330433

Meeting Date: 04/09/2024 Item #17.

VENDOR AWARD

Vendor Name: Ferguson Waterworks
Vendor Address: 1950 NW 18th Street, Pompano Beach, FL 33069
Contact: Drew Petonick
Phone: 954-973-8100 Fax: 954-971-3134
Cell/Pager: 561-718-1037 Email Address: drew.petonick@ferguson.com
Website: _____ FEIN: 54-0819190

VENDOR AWARD

Vendor Name: Fortiline, Inc.
Vendor Address: 7025 Northwinds Drive NW, Concord, NC 28147
Contact: Sheri Smith
Phone: 704-788-9859 Fax: 704-788-9894
Cell/Pager: _____ Email Address: sheri.smith@fortiline.com
Website: www.doorsystemsfl.com FEIN: 57-0819190

SECTION #2 **AWARD/BACKGROUND INFORMATION**

Award Date: March 6, 2019 Resolution/Agenda Item No.: 2019/024
Insurance Required: Yes X No _____
Performance Bond Required: Yes _____ No X

SECTION #3 **LEAD AGENCY**

Agency Name: City of Deerfield Beach
Agency Address: 401 SW 4th Street, Deerfield Beach, FL 33441
Agency Contact: Paul Collette, Buyer Email pcollette@deerfield-beach.com
Telephone: 954-480-4418 Fax: _____

DocuSign Envelope ID: 4EE1534C-5CE8-4967-8B35-7CAD4E0EBC59

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and CORE AND MAIN LP. (CONTRACTOR), as follows

W I T N E S S E T H:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Water Meter Fittings and Water Line Accessories (the Products) pursuant to ITB #2018-19/12; and

WHEREAS, the initial CONTRACT term is three (3) years, beginning March 6, 2019 and expiring March 5, 2022; and

WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the second (2nd) of the three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

Section 1. The above referenced Whereas clauses are true and correct and made a part hereof.

Section 2. The contract renewal term shall begin on March 6, 2023 and will expire on March 5, 2024. (One (1) one (1) year renewal option remains) unless otherwise terminated pursuant to the terms of the original CONTRACT.

Section 3. All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

na _____

na _____

CITY OF DEERFIELD BEACH

By: DocuSigned by: David Santucci 6E00D88DCB45419...
DAVID SANTUCCI, CITY MANAGER

Date: 2/16/2023

ATTEST:

DocuSigned by: Heather Montemayor 5E72E8B3A1E04DD...
HEATHER MONTEMAYOR, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by: Anthony Soroka 5CAA0437D39A4C4...
ANTHONY SOROKA, CITY ATTORNEY

DocuSign Envelope ID: 4EE1534C-5CE8-4967-8B35-7CAD4E0EBC59

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW:

CONTRACTOR

ATTEST:

Core & Main LP
(Name of Corporation)

na
(Witness)

By DocuSigned by: Benjamin Strasser 949FE24F890548B...
(Signature)

na
(Corporate Seal, if applicable)

Benjamin Strasser Municipal Quotations Spec
(Type Name/Title Signed Above)

Date: 2/16/2023

DocuSign Envelope ID: BC5D8F2C-0B43-4170-955C-5B94A8C3C464

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and EMPIRE PIPE AND SUPPLY. (CONTRACTOR), as follows

W I T N E S S E T H:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Water Meter Fittings and Water Line Accessories (the Products) pursuant to ITB #2018-19/12; and

WHEREAS, the initial CONTRACT term is three (3) years, beginning March 6, 2019 and expiring March 5, 2022; and

WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the second (2nd) of the three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

Section 1. The above referenced Whereas clauses are true and correct and made a part hereof.

Section 2. The contract renewal term shall begin on March 6, 2023 and will expire on March 5, 2024. (One (1) one (1) year renewal option remains) unless otherwise terminated pursuant to the terms of the original CONTRACT.

Section 3. All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

na _____

na _____

CITY OF DEERFIELD BEACH

By: DocuSigned by: David Santucci 6E00D88DCB45419...
DAVID SANTUCCI, CITY MANAGER

Date: _____

ATTEST:

DocuSigned by: Heather Montemayor 5E72EBB3A1E04DD...
HEATHER MONTEMAYOR, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by: Anthony Soroka 5CAA0437D59A4C4...
ANTHONY SOROKA, CITY ATTORNEY

DocuSign Envelope ID: BC5D8F2C-0B43-4170-955C-5B94A8C3C464

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW:

CONTRACTOR

ATTEST:

Empire Pipe & Supply Company Inc
(Name of Corporation)

na
(Witness)

DocuSigned by:
By _____
89681D16987844F...
(Signature)

na
(Corporate Seal, if applicable)

James Mathis Vice President
(Type Name/Title Signed Above)

Date: 2/27/2023

DocuSign Envelope ID: E8E8A191-3090-44C0-8FDE-27B1543B0098

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and FERGUSON WATERWORKS. (CONTRACTOR), as follows

W I T N E S S E T H:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Water Meter Fittings and Water Line Accessories (the Products) pursuant to ITB #2018-19/12; and

WHEREAS, the initial CONTRACT term is three (3) years, beginning March 6, 2019 and expiring March 5, 2022; and

WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the second (2nd) of the three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

Section 1. The above referenced Whereas clauses are true and correct and made a part hereof.

Section 2. The contract renewal term shall begin on March 6, 2023 and will expire on March 5, 2024. (One (1) one (1) year renewal option remains) unless otherwise terminated pursuant to the terms of the original CONTRACT.

Section 3. All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

_____

_____

CITY OF DEERFIELD BEACH

DocuSigned by:
By: David Santucci
6E00D88DCB45419...
DAVID SANTUCCI, CITY MANAGER

Date: 2/16/2023

ATTEST:

DocuSigned by:
Heather Montemayor
5E72EBB3A1E04DD...
HEATHER MONTEMAYOR, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:
Anthony Soroka
5CAA0437D59A4C4...
ANTHONY SOROKA, CITY ATTORNEY

DocuSign Envelope ID: E8E8A191-3090-44C0-8FDE-27B1543B0098

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

Ferguson Enterprises LLC
(Name of Corporation)

na
(Witness)

By: DocuSigned by: Matt Gracie 32383096A60F436...
(Signature)

na
(Corporate Seal, if applicable)

Matt Gracie Matt Gracie/ Sales
(Type Name/Title Signed Above)

Date: 2/16/2023

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION

DocuSign Envelope ID: 84C85290-28AB-44B4-A7D3-11AC5B9F4B32

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and FORTILINE INC. (CONTRACTOR), as follows

W I T N E S S E T H:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Water Meter Fittings and Water Line Accessories (the Products) pursuant to ITB #2018-19/12; and

WHEREAS, the initial CONTRACT term is three (3) years, beginning March 6, 2019 and expiring March 5, 2022; and

WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the second (2nd) of the three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

Section 1. The above referenced Whereas clauses are true and correct and made a part hereof.

Section 2. The contract renewal term shall begin on March 6, 2023 and will expire on March 5, 2024. (One (1) one (1) year renewal option remains) unless otherwise terminated pursuant to the terms of the original CONTRACT.

Section 3. All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

CITY OF DEERFIELD BEACH

na _____

By: DocuSigned by: David Santucci 6E00D88DCB45419...
DAVID SANTUCCI, CITY MANAGER

na _____

Date: _____

ATTEST:

DocuSigned by: Heather Montemayor 5E72EBB3A1E04DD...
HEATHER MONTEMAYOR, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by: Anthony Soroka 5CAA0437D59A4C4...
ANTHONY SOROKA, CITY ATTORNEY

DocuSign Envelope ID: 84C85290-28AB-44B4-A7D3-11AC5B9F4B32

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

FORTILINE WATERWORKS
(Name of Corporation)

na
(Witness)

By: DocuSigned by: 6979129BA2714F0...
(Signature)

na
(Corporate Seal, if applicable)

David Guthart BRANCH MANAGER
(Type Name/Title Signed Above)

Date: 3/2/2023

DocuSign Envelope ID: F95E6E88-FBD2-4138-B0AD-CAAD236ED891

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and LEHMAN PIPE AND SUPPLY. (CONTRACTOR), as follows

W I T N E S S E T H:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Water Meter Fittings and Water Line Accessories (the Products) pursuant to ITB #2018-19/12; and

WHEREAS, the initial CONTRACT term is three (3) years, beginning March 6, 2019 and expiring March 5, 2022; and

WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the second (2nd) of the three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

Section 1. The above referenced Whereas clauses are true and correct and made a part hereof.

Section 2. The contract renewal term shall begin on March 6, 2023 and will expire on March 5, 2024. (One (1) one (1) year renewal option remains) unless otherwise terminated pursuant to the terms of the original CONTRACT.

Section 3. All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

na _____

na _____

CITY OF DEERFIELD BEACH

By: DocuSigned by: David Santucci 6E00D88DCB45419...
DAVID SANTUCCI, CITY MANAGER

Date: 2/16/2023

ATTEST:

DocuSigned by: Heather Montemayor 5E72EBB3A1E04DD...
HEATHER MONTEMAYOR, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by: Anthony Soroka 5CAA0437D39A4C4...
ANTHONY SOROKA, CITY ATTORNEY

DocuSign Envelope ID: F95E6E88-FBD2-4138-B0AD-CAAD236ED891

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

LEHMAN PIPE AND PLUMBING SUPPLY
(Name of Corporation)

na
(Witness)

By: DocuSigned by: Josh Aberman 66F4A84E78A4441...
(Signature)

na
(Corporate Seal, if applicable)

Josh Aberman EVP
(Type Name/Title Signed Above)

Date: 2/15/2023

Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

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

BID/RFP No. ITB #2018-19/12

Description/Title: Water Meter Fittings and Water Line Accessories

Initial Contract Term: Start Date: March 6, 2019 End Date: March 5, 2022

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

Renewal No. 1 Start Date: March 6, 2022 End Date: March 5, 2023

Renewal No. Start Date: End Date:

Renewal No. Start Date: End Date:

Renewal No. Start Date: End Date:

SECTION #1 VENDOR AWARD

Vendor Name: Core & Main LP

Vendor Address: 4310 NW 10th Avenue, Oakland Park, FL 33309

Contact: Susan Reed

Phone: 407-383-7008 Fax:

Cell/Pager: Email Address: susan.reed@coreandmain.com

Website: FEIN: 03-0550887

VENDOR AWARD

Vendor Name: Empire Pipe and Supply

Vendor Address: 40 Keys Court, Sanford, FL 32773

Contact: John Kuehne / James Mathis

Phone: 407-295-2400 Fax:

Cell/Pager: Email Address: jkuehne@empirepipe.com

Website: FEIN: 20-5330433

VENDOR AWARD

Vendor Name: Ferguson Waterworks
Vendor Address: 1950 NW 18th Street, Pompano Beach, FL 33069
Contact: Drew Petonick
Phone: 954-973-8100 Fax: 954-971-3134
Cell/Pager: 561-718-1037 Email Address: drew.petonick@ferguson.com
Website: FEIN: 54-0819190

VENDOR AWARD

Vendor Name: Fortiline, Inc.
Vendor Address: 7025 Northwinds Drive NW, Concord, NC 28147
Contact: Sheri Smith
Phone: 704-788-9859 Fax: 704-788-9894
Cell/Pager: Email Address: sheri.smith@fortiline.com
Website: FEIN: 57-0819190

VENDOR AWARD

Vendor Name: Lehman Pipe and Supply
Vendor Address: 3575 NW 36th Street, Miami, FL 33142
Contact: Josh Aberman
Phone: 305-576-3054 Fax:
Cell/Pager: Email Address: josh@lehmanpipe.com
Website: FEIN: 59-0576183

SECTION #2 **AWARD/BACKGROUND INFORMATION**

Award Date: March 6, 2019 Resolution/Agenda Item No.: 2019/024
Insurance Required: Yes X No
Performance Bond Required: Yes No X

SECTION #3 **LEAD AGENCY**

Agency Name: City of Deerfield Beach
Agency Address: 401 SW 4th Street, Deerfield Beach, FL 33441
Agency Contact: Paul Collette, Buyer Email pcollette@deerfield-beach.com
Telephone: 954-480-4418 Fax:

DocuSign Envelope ID: 550F51A4-1FDC-4957-A79E-053EAB27BEA6

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and CORE AND MAIN LP. (CONTRACTOR), as follows

W I T N E S S E T H:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Water Meter Fittings and Water Line Accessories (the Products) pursuant to ITB #2018-19/12; and

WHEREAS, the initial CONTRACT term is three (3) years, beginning March 6, 2019 and expiring March 5, 2022; and

WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the first (1st) of the three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

Section 1. The above referenced Whereas clauses are true and correct and made a part hereof.

Section 2. The contract renewal term shall begin on March 6, 2022 and will expire on March 5, 2023. (Two (2) one (1) year renewal options remain) unless otherwise terminated pursuant to the terms of the original CONTRACT.

Section 3. All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

na _____

na _____

CITY OF DEERFIELD BEACH

DocuSigned by:
By: David Santucci
6E06B88DCB5449...
DAVID SANTUCCI, CITY MANAGER

Date: 3/3/2022

ATTEST:

DocuSigned by:
Samantha Gillyard
A2B6CC5703B2D4C3...
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:
Anthony Soroka
5CAA0437D59A4C4...
ANTHONY SOROKA, CITY ATTORNEY

DocuSign Envelope ID: 550F51A4-1FDC-4957-A79E-053EAB27BEA6

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW:

CONTRACTOR

ATTEST:

Core & Main LP
(Name of Corporation)

na
(Witness)

DocuSigned by:
By: Susan Reed
(Signature)

na
(Corporate Seal, if applicable)

Susan Reed, Municipal Sales Coordinator
(Type Name/Title Signed Above)

Date: 3/1/2022

DocuSign Envelope ID: 550F51A4-1FDC-4957-A79E-053EAB27BEA6

AMENDMENT TO CONTRACT NO. 1

This Amendment to Contract ("Amendment"), made and entered into the 6th day of March 2022 by and between:

CITY OF DEERFIELD BEACH, FLORIDA
A municipal Corporation
150 NE 2nd Avenue
Deerfield Beach, FL 33441
(hereinafter referred to as "CITY")

AND

CORE & MAIN, LP
4310 NW 10th Avenue
Oakland Park, FL 33309
(hereinafter referred to as "CONTRACTOR")

WHEREAS, the CITY issued ITB #2018-19/12 for Water Meter Fittings and Water Line Accessories (the "ITB"); and

WHEREAS, on March 5, 2019, the CITY entered into a Contract with CONTRACTOR, to provide Water Meter Fittings and Water Line Accessories (the "Product"), in accordance with the terms and conditions of the ITB (the "Contract"); and

WHEREAS, the Contract is a Co-operative Contract with the CITY as the lead agency and other participating Southeast Florida Governmental Purchasing Co-operative Group agencies; and

WHEREAS, the CITY received a price adjustment request from the CONTRACTOR; and

WHEREAS, pursuant to Section IV – Special Terms and Conditions, Item 8. Price Adjustments of the ITB, the CONTRACTOR may request price adjustments for approval from the CITY. The price adjustment will change from a percentage discount to a list plus percentage for the Product; and

WHEREAS, in the best interests of the CITY and Co-operative agencies, the CITY accepted the price adjustments with CONTRACTOR for the Product, which is attached herein as ATTACHMENT "A", with the initial Contract terms, conditions, and specifications remaining the same; and

WHEREAS, the CITY and majority of the participating Co-operative agencies agreed to continue to participate on the Contract with the price adjustment; and

WHEREAS, the price increase shall take effect as of March 6, 2022 as outlined on ATTACHMENT "A."

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

Section 1. The above recitals are acknowledged and incorporated herein.

Section 2. The Contract is amended to include and incorporate ATTACHMENT "A" and the price adjustments set forth therein the Contract. The price adjustments set forth in

DocuSign Envelope ID: 550F51A4-1FDC-4957-A79E-053EAB27BEA6

ATTACHMENT "A" shall supersede the current contract perc
set forth in CONTRACTOR's original bid response on February 4, 2019.

Section 3. All other conditions and terms of the original Contract, not specifically amended herein, remain in full force and effect.

Section 4. Should any part, term and provision of this Amendment be by the courts decided to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected hereby.

Section 5. Neither CITY nor their officers, agents and/or employees have made any representation or promises except as expressly set forth in this Amendment.

Section 6. This Amendment shall be effective as of March 6, 2022.

CONTRACTOR

ATTEST:

Core & Main LP
(Name of Corporation)

DocuSigned by:
By: Susan Reed
D1E7235F9528401...
(Signature)

(Secretary)

Susan Reed Susan Reed, Municipal Sales
(Type Name/Title Signed Above)

(Corporate Seal, if applicable)

Date: 3/1/2022

CITY OF DEERFIELD BEACH

Witnesses:

DocuSigned by:
By: David Santucci
6E00D88DCB45419...
DAVID SANTUCCI, CITY MANAGER

Date: 3/3/2022

ATTEST:

DocuSigned by:
Samantha Gillyard
23C6C6AC382D4C4...
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:
Anthony Soroka
5CAA0635D59A4C4...
ANTHONY C. SOROKA, CITY ATTORNEY

DocuSign Envelope ID: 550F51A4-1FDC-4957-A79E-053EAB27BEA6

ATTACHMENT "A"
(PRICE ADJUSTMENTS)

Water Meter Fittings and Water Line Accessories ITB #2018-19/12 Core & Main LP - Price Adjustments (3/6/2022)		
Product Groups	**Current Percentage Discounts / List Plus Percentage**	**Price Adjustments Market List Plus Percentage**
Group #1 – Adapters	Mueller - 41%	Mueller - Market List plus 11%
Group #2 - Meter Boxes	Carson - 37% CDR - 52% Ford - 48% Highline - 54% Mueller - 16%	Carson - Market List plus 11 % CDR - Market List plus 11% Ford - Market List plus 11% Highline - Market List plus 11% Mueller - Market List plus 11%
Group #3 – Clamps	Ford - 44% Hymax - 46% Mueller - 41% Romac - 64% Smith-Blair - 71% Total Piping - 57%	Ford - Market List plus 11% Hymax - Market List plus 11% Mueller Market List plus 11% Romac - Market List plus 11% Smith-Blair -Market List plus 11% Total Piping - Market List plus 11%
Group #4 - Connectors, Hose	Ford - 48%	Ford - Market List plus 11%
Group #5 - Corporation Stops	**No Award**	**No Award**

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Group #6 - Couplings	BMI - 74% Dresser - 26% JCM - 63% Lee Brass - 85% Smith-Blair - 72% Total Piping - 57%	BMI - Market List plus 11% Dresser - Market List plus 11% JCM - Market List plus 11% Lee Brass - Market List plus 11% Total Piping - Market List plus 11% Smith Blair - Market List plus 11%
Group #7 - Curb Stops	**No Award**	**No Award**
Group #8 - Elbows	BMI - 74% Mueller - 41% Spear - 50%	BMI - Market List plus 11% Mueller Market List plus 11% Spears - Market List plus 11%
Group #9 - Flanges	Buy Wholesale - List plus 11% Ford - 48% Lee Brass - 59% Matco-Norca - 73% Mueller - 41%	Buy Wholesale - Market List plus 11% Ford - Market List plus 11% Lee Brass - Market List plus 11% Matco-Norca - Market list plus 11% Mueller - Market List plus 11%
Group #10 - Hose Bibs	American Valve - 54% Matco-Norca - 59% Mueller - 41%	American Valve - Market List plus 11% Matco-Norca - Market List plus 11% Mueller - Market List plus 11%
Group #11 - Idler Pipes	Ford - 48%	Ford - Market List plus 11%
Group #12 - Insert Stiffeners	Buy Wholesale - List plus 11%	Buy Wholesale - Market List plus 11%
Group #13 - Meter Stops	**No Award**	**No Award**
Group #14 - Nipples, Brass	**No Award**	**No Award**
Group #15 - Pieces, Branch	**No Award**	**No Award**
Group #16 - Plugs, Standard Brass	BMI - 74% Muller - 41%	BMI - Market List plus 11% Mueller - Market List plus 11%

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Group #17 - Poly-Adapters x Compression Brass	**No Award**	**No Award**
Group #18 - Reducer Bushings	BMI - 74% Lee Brass - 85% Mueller - 41% Spear - 50%	BMI - Market List plus 11% Lee Brass - Market List plus 11% Mueller - Market list plus 11%, Spears - Market List plus 11%
Group #19 - Meter Resetters	**No Award**	**No Award**
Group #20 - Service Saddles	Ford - 48% Mueller - 41% Romac - 64% Total Piping - 57%	Ford - Market List plus 11% Mueller Market List plus 11% Romac - Market List plus 11% Total Piping - Market List plus 11%
Group #21 - Tees	BMI - 74% Lee Brass - 85% Mueller - 41% Spear - 50%	BMI - Market List plus 11% Lee Brass - Market List plus 11% Mueller - Market list plus 11% Spears - Market List plus 11%
Group #22 - Tubing	Charter Plastic - 15% Copper - List plus 12% Endot Industries - List plus 11%	Charter Plastic - Market List plus 15% Copper - Market List plus 12% Endot Industries - Market List plus 11%
Group #23 - U-Branches	**No Award**	**No Award**
Group #24 - Valves	American Valve - 54% Clow - 71% Matco-Norca - 70% Multi Fittings - 65% Spears - 37%	American Valve - Market List plus 11% Clow - Market List plus 11% Matco Norca - Market List plus 11% Multi Fitting Market List plus 11% Spears - Market List plus 11%
Group #25 - Washers	Buy Wholesale - List plus 20%	Buy Wholesale - Market List plus 20%

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Group #26 - Yokes	Ford - 48% Mueller - 41%	Ford - Market List plus 11% Mueller - Market List plus 11%
Group #27 - Megalugs	Romac - 53% Star - 65%	Romac - Market List plus 11% Star - Market list plus 11%
Group #28 - Grip Rings 4"-12"	Smith-Blair - 50%	Smith Blair - Market List plus 11%
Group #29 - Ductile	Star - 65% US Pipe - 46%	Star - Market list plus 11% US Pipe - Market List plus 11%
Group #30 Backflow Preventers and Pressure Valves	Apollo - 85% Watts - 46%	Apollo - Market List plus 11% Watts - Market List plus 11%
Group #31 Lead Free Brass Caps	Lee Brass-Domestic - 85%	Lee Brass Domestic - Cost plus 11%
Value Added Items		
Apollo	Large PF - 77% Parts & kts - 46% Air Gap Drain Kit - 77%	Apollo - Market List plus 11% Parts & Kits - Market List plus 11% Air Gap - Market List plus 11%
Charlotte Pipe	PVC Pipe - List plus 11%	PVC Pipe - Market List plus 11%
Clow	R/W 14-24 OS&Y - 42% Fire Hydrants Medallion - 64% Eddy - 64% Extentions Kits - 49% Repair Kits - 29% Repair Parts (valves &all others) - 29%	R/W 14-24 OS&Y - Market List plus 11%% Fire Hydrants Medallion - Market List Plus 11% Eddy - Market List plus 11% Extentions Kits - Market List plus 11% Repair Kits - Market List plus 11% Repair Kits (valves & all others) - Market List plus 11%

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Ford	Uniflange - 48%	Uniflange - Market List plus 11%
Multi Fittings	SDR 35 SW 4"-8", 10", 12" Gasket 10", 12" - 80% SDR 26 HW Gasket 4"-8", 10"- 12" - 80% IPS 21 - 68% Pressure 4"-8", 10", 12", 14" and up - 67% Non-pressure 4"-8" AKA 4"-8" CIOD - 74%	SDR 35 SW 4"-8", 10", 12" Gasket 10", 12" - Market List plus 11% SDR 26 HW Gasket 4"-8", 10"- 12" - Markt List plus 11% IPS 21 - Market List plus 11% Pressure 4"-8", 10", 12" 14" and up - Market List plus 11% Non-pressure 4"-8" AKA 4"-8" CIOD - Market List plus 11%
Smith-Blair	Redi Clamps - 67% 300 Series Bronze Saddles - 71% 320 Series Service Saddles - 54% 421 Top Bolt Couplings 53%	Redi Clamps - Market List plus 11% 300 Series Bronze Saddles - Market List plus 11% 320 Series Service Saddles - Market List plus 11% 421 Top Bolt Couplings - Market List plus 11%
Spear	Sch 80 fittings thru 8" - 75%	Sch 80 fittings thru 8" - Market List plus 11%
Total Piping	Triple Tap MJ Tapping Sleeve 4"-30" - 57% Triple Tap Line Stop Fitting Threaded & Push plug 4" - 24" - 57%	Triple Tap MJ Tapping Sleeve 4"-30" - Market List plus 11% Triple Tap Line Stop Fitting Threaded & Push plug 4" - 24" - Market List plus 11%
Wagner	Brass tags - 43%	Brass tags - Market List plus 11%

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CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and EMPIRE PIPE AND SUPPLY. (CONTRACTOR), as follows

W I T N E S S E T H:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Water Meter Fittings and Water Line Accessories (the Products) pursuant to ITB #2018-19/12; and

WHEREAS, the initial CONTRACT term is three (3) years, beginning March 6, 2019 and expiring March 5, 2022; and

WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the first (1st) of the three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

Section 1. The above referenced Whereas clauses are true and correct and made a part hereof.

Section 2. The contract renewal term shall begin on March 6, 2022 and will expire on March 5, 2023. (Two (2) one (1) year renewal options remain) unless otherwise terminated pursuant to the terms of the original CONTRACT.

Section 3. All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

na _____

na _____

CITY OF DEERFIELD BEACH

By: DocuSigned by: David Santucci
A6F0CD88DCB45H79...
DAVID SANTUCCI, CITY MANAGER

Date: 3/4/2022

ATTEST:

DocuSigned by: Samantha Gillyard
23C6C6AC382D4C4...
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by: Anthony Soroka
5CAA0437D59A4C4...
ANTHONY SOROKA, CITY ATTORNEY

DocuSign Envelope ID: B116CAE0-64F1-44C8-96A4-2B48F490D856

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

Empire Pipe & Supply Company Inc
(Name of Corporation)

na
(Witness)

DocuSigned by:
By _____
89681D16987844F...
(Signature)

na
(Corporate Seal, if applicable)

James Mathis
(Type Name/Title Signed Above)

Date: 2/16/2022

DocuSign Envelope ID: 930B6DF3-5692-4026-AFBE-2BE8F0F2036E

AMENDMENT TO CONTRACT NO. 1

This Amendment to Contract ("Amendment"), made and entered into the 6th day of March 2022 by and between:

CITY OF DEERFIELD BEACH, FLORIDA
A municipal Corporation
150 NE 2nd Avenue
Deerfield Beach, FL 33441
(hereinafter referred to as "CITY")

AND

EMPIRE PIPE AND SUPPLY
40 Keys Court
Sanford, FL 32773
(hereinafter referred to as "CONTRACTOR")

WHEREAS, the CITY issued ITB #2018-19/12 for Water Meter Fittings and Water Line Accessories (the "ITB"); and

WHEREAS, on March 5, 2019, the CITY entered into a Contract with CONTRACTOR, to provide Water Meter Fittings and Water Line Accessories (the "Product"), in accordance with the terms and conditions of the ITB (the "Contract"); and

WHEREAS, the Contract is a Co-operative Contract with the CITY as the lead agency and other participating Southeast Florida Governmental Purchasing Co-operative Group agencies; and

WHEREAS, the CITY received a price adjustment request from the CONTRACTOR; and

WHEREAS, pursuant to Section IV – Special Terms and Conditions, Item 8. Price Adjustments of the ITB, the CONTRACTOR may request price adjustments for approval from the CITY. The price adjustment will change from a percentage discount to a list plus percentage for the Product; and

WHEREAS, in the best interests of the CITY and Co-operative agencies, the CITY accepted the price adjustments with CONTRACTOR for the Product, which is attached herein as ATTACHMENT "A", with the initial Contract terms, conditions, and specifications remaining the same; and

WHEREAS, the CITY and majority of the participating Co-operative agencies agreed to continue to participate on the Contract with the price adjustment; and

WHEREAS, the price increase shall take effect as of March 6, 2022 as outlined on ATTACHMENT "A."

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

Section 1. The above recitals are acknowledged and incorporated herein.

Section 2. The Contract is amended to include and incorporate ATTACHMENT "A" and the price adjustments set forth therein the Contract. The price adjustments set forth in

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ATTACHMENT "A" shall supersede the current contract perc
set forth in CONTRACTOR's original bid response on February 4, 2019.

Section 3. All other conditions and terms of the original Contract, not specifically amended herein, remain in full force and effect.

Section 4. Should any part, term and provision of this Amendment be by the courts decided to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected hereby.

Section 5. Neither CITY nor their officers, agents and/or employees have made any representation or promises except as expressly set forth in this Amendment.

Section 6. This Amendment shall be effective as of March 6, 2022.

CONTRACTOR

ATTEST:

Empire Pipe & Supply Company Inc
(Name of Corporation)

DocuSigned by:
By: _____
89681D16987844E...
(Signature)

na
(Secretary)

James Mathis Vice President
(Type Name/Title Signed Above)

na
(Corporate Seal, if applicable)

Date: 3/4/2022

CITY OF DEERFIELD BEACH

Witnesses:

na

DocuSigned by:
By: David Santucci
6E00D88DCB45419...
DAVID SANTUCCI, CITY MANAGER

na

Date: 3/4/2022

ATTEST:

DocuSigned by:
Samantha Gillyard
23C6C6AC382D4C4...
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:
Anthony Soroka
5CAA0437D59A4C4...
ANTHONY C. SOROKA, CITY ATTORNEY

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ATTACHMENT "A"
(PRICE ADJUSTMENTS)

Water Meter Fittings and Water Line Accessories ITB #2018-19/12 Empire Pipe and Supply - Price Adjustments (3/6/2022)		
Product Groups	**Current Percentage Discounts**	**Price Adjustments Percentage Discounts**
Group #2 - Meter Boxes	DFW Series A - 62% DFW Series C - 70.5% DFW Series J - 56.5%	DFW Series A - 59% DFW Series C - 21% ~~DFW Series J~~ - (Deleted from Contract)
Value Added Items		
Romac	Romagrips - 44.5%	~~Romagrips~~ - (Deleted from Contract)

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CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and FERGUSON WATERWORKS. (CONTRACTOR), as follows

W I T N E S S E T H:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Water Meter Fittings and Water Line Accessories (the Products) pursuant to ITB #2018-19/12; and

WHEREAS, the initial CONTRACT term is three (3) years, beginning March 6, 2019 and expiring March 5, 2022; and

WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the first (1st) of the three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

Section 1. The above referenced Whereas clauses are true and correct and made a part hereof.

Section 2. The contract renewal term shall begin on March 6, 2022 and will expire on March 5, 2023. (Two (2) one (1) year renewal options remain) unless otherwise terminated pursuant to the terms of the original CONTRACT.

Section 3. All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

_____

_____

CITY OF DEERFIELD BEACH

By: DocuSigned by: David Santucci 6ED0D88DCB45A19...
DAVID SANTUCCI, CITY MANAGER

Date: 3/4/2022

ATTEST:

DocuSigned by: Samantha Gillyard 23C6C3AC382D4C4...
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by: Anthony Soroka 5CAA8437D594C4...
ANTHONY SOROKA, CITY ATTORNEY

DocuSign Envelope ID: BBAFEA2A-95ED-4EC9-A23A-B80453E5F577

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW:

CONTRACTOR

ATTEST:

Ferguson Enterprises LLC
(Name of Corporation)

na
(Witness)

By DocuSigned by: Matt Gracie
(Signature)

na
(Corporate Seal, if applicable)

Matt Gracie/ Sales
(Type Name/Title Signed Above)

Date: 2/1/2022

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION

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CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and FORTILINE INC. (CONTRACTOR), as follows

W I T N E S S E T H:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Water Meter Fittings and Water Line Accessories (the Products) pursuant to ITB #2018-19/12; and

WHEREAS, the initial CONTRACT term is three (3) years, beginning March 6, 2019 and expiring March 5, 2022; and

WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the first (1st) of the three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

Section 1. The above referenced Whereas clauses are true and correct and made a part hereof.

Section 2. The contract renewal term shall begin on March 6, 2022 and will expire on March 5, 2023. (Two (2) one (1) year renewal options remain) unless otherwise terminated pursuant to the terms of the original CONTRACT.

Section 3. All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

na _____

na _____

CITY OF DEERFIELD BEACH

By: DocuSigned by: David Santucci 6E50D88DCB45419... DAVID SANTUCCI, CITY MANAGER

Date: 3/4/2022

ATTEST:

DocuSigned by: Samantha Gillyard 28C6C6A0382D4C4... SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by: Anthony Soroka 5CAA0437D69A4C4... ANTHONY SOROKA, CITY ATTORNEY

DocuSign Envelope ID: C5288809-EF1F-4CF8-BEF2-15727A56B8CD

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

Fortiline, Inc.
(Name of Corporation)

na
(Witness)

DocuSigned by:
By: John Tomasso, VP
(Signature)

na
(Corporate Seal, if applicable)

John Tomasso, VP
(Type Name/Title Signed Above)

Date: 2/14/2022

DocuSign Envelope ID: 53A34350-4C31-4E4C-833A-E1939659459E

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and LEHMAN PIPE AND SUPPLY. (CONTRACTOR), as follows

W I T N E S S E T H:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Water Meter Fittings and Water Line Accessories (the Products) pursuant to ITB #2018-19/12; and

WHEREAS, the initial CONTRACT term is three (3) years, beginning March 6, 2019 and expiring March 5, 2022; and

WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the first (1st) of the three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

Section 1. The above referenced Whereas clauses are true and correct and made a part hereof.

Section 2. The contract renewal term shall begin on March 6, 2022 and will expire on March 5, 2023. (Two (2) one (1) year renewal options remain) unless otherwise terminated pursuant to the terms of the original CONTRACT.

Section 3. All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

na _____

na _____

CITY OF DEERFIELD BEACH

By: DocuSigned by: David Santucci 6E00D88DCB45419... _____
DAVID SANTUCCI, CITY MANAGER

Date: 3/4/22

ATTEST:

DocuSigned by: Samantha Gillyard 23C6C6AC382D4C4... _____
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by: Anthony Soroka 5CAA0437D59A4C4... _____
ANTHONY SOROKA, CITY ATTORNEY

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CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

LEHMAN PIPE AND PLUMBING SUPPLY
(Name of Corporation)

na
(Witness)

DocuSigned by:
Josh Aberman
66F4A84E78A4441...
(Signature)

na
(Corporate Seal, if applicable)

Josh Aberman EVP
(Type Name/Title Signed Above)

Date: 3/3/2022

Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

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

BID/RFP No. ITB #2018-19/12

Description/Title: Water Meter Fittings and Water Line Accessories

Initial Contract Term: Start Date: March 6, 2019 End Date: March 5, 2022

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

Renewal No. 1 Start Date: March 6, 2022 End Date: March 5, 2023

Renewal No. 2 Start Date: March 6, 2023 End Date: March 5, 2024

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

SECTION #1 **VENDOR AWARD**

Vendor Name: Core & Main LP

Vendor Address: 4310 NW 10th Avenue, Oakland Park, FL 33309

Contact: Susan Reed

Phone: 407-383-7008 Fax: _____

Cell/Pager: _____ Email Address: susan.reed@coreandmain.com

Website: _____ FEIN: 03-0550887

VENDOR AWARD

Vendor Name: Empire Pipe and Supply

Vendor Address: 40 Keys Court, Sanford, FL 32773

Contact: John Kuehne / James Mathis

Phone: 407-295-2400 Fax: _____

Cell/Pager: _____ Email Address: jkuehne@empirepipe.com

Website: _____ FEIN: 20-5330433

VENDOR AWARD

Vendor Name: Ferguson Waterworks
Vendor Address: 1950 NW 18th Street, Pompano Beach, FL 33069
Contact: Drew Petonick
Phone: 954-973-8100 Fax: 954-971-3134
Cell/Pager: 561-718-1037 Email Address: drew.petonick@ferguson.com
Website: FEIN: 54-0819190

VENDOR AWARD

Vendor Name: Fortiline, Inc.
Vendor Address: 7025 Northwinds Drive NW, Concord, NC 28147
Contact: Sheri Smith
Phone: 704-788-9859 Fax: 704-788-9894
Cell/Pager: Email Address: sheri.smith@fortiline.com
Website: www.doorsystemsfl.com FEIN: 57-0819190

VENDOR AWARD

Vendor Name: Lehman Pipe and Supply
Vendor Address: 3575 NW 36th Street, Miami, FL 33142
Contact: Josh Aberman
Phone: 305-576-3054 Fax:
Cell/Pager: Email Address: josh@lehmanpipe.com
Website: FEIN: 59-0576183

SECTION #2 **AWARD/BACKGROUND INFORMATION**

Award Date: March 6, 2019 Resolution/Agenda Item No.: 2019/024
Insurance Required: Yes X No
Performance Bond Required: Yes No X

SECTION #3 **LEAD AGENCY**

Agency Name: City of Deerfield Beach
Agency Address: 401 SW 4th Street, Deerfield Beach, FL 33441
Agency Contact: Paul Collette, Buyer Email pcollette@deerfield-beach.com
Telephone: 954-480-4418 Fax: 954-480-4388

Meeting Date: 04/09/2024 Item #17.

RESOLUTION NO. 2019/024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF ITB 2018-19/12 WATER METER FITTINGS AND WATER LINE ACCESSORIES, TO FERGUSON ENTERPRISES, INC., FORTILINE WATERWORKS, INC., CORE & MAIN LP, LEHMAN PIPE & PLUMBING SUPPLY CO., AND EMPIRE PIPE AND SUPPLY COMPANY, INC., ("AWARDEES") FOR THE PURCHASE OF WATER METER FITTINGS AND WATER LINE ACCESSORIES FOR USE IN THE WATER DISTRIBUTION SYSTEM; AUTHORIZING THE EXECUTION OF CONTRACTS WITH THE AWARDEES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Purchasing and Contract Administration Division issued an Invitation to Bid for Water Meter Fittings and Water Line Accessories, ITB #2018-19/12 (the "ITB"), with the City acting as the lead agency on behalf of the Southeast Florida Governmental Purchasing Group; and

WHEREAS, the ITB was advertised in the legal notices section of the Sun-Sentinel on June 2, 2019, and the notice was also sent to seventy-two prospective Offerors via the e-Procurement Marketplace; and

WHEREAS, twelve (12) vendors viewed the ITB documents; and

WHEREAS, on February 4, 2019 at 2:00 p.m. EST, the Purchasing and Contract Administration Division (the "Division") closed and unsealed five (5) responses which were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the ITB requirements; and

WHEREAS, the bid submittals were reviewed by both the Division and Environmental Services Department, and the recommendations for award are made to each bidder with the greatest overall percentage discount on the catalog price for each individual product required in the Bid; and

WHEREAS, the Division recommends that the City Commission approve awards of the ITB to the Awardees and authorize execution of contracts with the Awardees for the ITB.

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

Section 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

Section 2. The City Commission hereby approves the award of ITB #2018-19/12 for Water Meter Fittings and Water Line Accessories to the Awardees.

Section 3. The City Manager is hereby authorized to execute 3-year contracts with the Awardees consistent with the terms and conditions of the ITB and in amounts not to exceed the total applicable budget allocations for each applicable fiscal year, together with such non-substantial changes that are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The City Manager is authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS 5TH DAY OF MARCH, 2019.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

THIS CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and Ferguson Waterworks, (CONTRACTOR), as follows

W I T N E S S E T H:

WHEREAS, pursuant to ITB #2018-19/12 (the ITB) the CITY accepted competitive bids for Water Meter Fittings and Water Line Accessories (the Products); and

WHEREAS, the product is delineated in the ITB; and

WHEREAS, this Contract represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group; and

WHEREAS, this Contract, the ITB and the CONTRACTOR's Submittal constitute the entire Contract and describe the product to be provided; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the ITB the CITY has determined that the CONTRACTOR has the necessary resources, experience and ability to perform the contract at a competitive price; and

WHEREAS, the CITY has awarded the contract to CONTRACTOR for the Product on March 5, 2019, Resolution No 20 19/024;

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF PRODUCTS

1.1 The above referenced Whereas clauses are true and correct and made a part hereof.

1.2 This Contract, the ITB, together with the response to the ITB of CONTRACTOR, Exhibit "A" shall constitute the entire Contract, except to the extent specifically modified on Attachment "A" Additional Terms and Conditions. The parties agree that the Detailed Specifications are a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.

1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the ITB and the CONTRACTOR'S Response to the ITB. When the terms and conditions of this Contract may be read as consistent with the ITB, then and in that respect, the terms of both the ITB and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the ITB or the response to the ITB, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the products or services listed in the ITB, or any aspect of the Products if the CITY deems it to be in the best interest of the CITY.

1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would modify the Products to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

2.1 The initial contract term shall be three (3) years beginning on 3/6/2019 and ending 3/5/2022. The City reserves the right to renew the Contract for three (3) additional one (1) year periods providing all terms, conditions, and scope of services remain the same, both parties agree to the renewal, and such renewal is approved by the City Manager as set forth in the ITB. The City Manager shall execute any renewal contract.

2.2 In the event services are scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The CONTRACTOR shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

3.1 The CITY shall compensate the CONTRACTOR for services provided by the CONTRACTOR, CITY agrees to pay CONTRACTOR, in the manner specified in the ITB, the amounts set forth in CONTRACTOR's Response for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

3.2 The CONTRACTOR and the CITY shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4

TERMINATION OR SUSPENSION

4.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

4.2 This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.

4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.

4.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Contract for convenience.

4.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 6.1 of Article 6.

4.6 Should at any time during the term of this contract, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this contract, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.

4.6.1 In the event a CONTRACTOR is terminated, the City may assign the contract to another CONTRACTOR, or seek a new CONTRACTOR, until the contract is re-let, or until the end of the contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5

EEO AND ADA COMPLIANCE

5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for

or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

5.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6

MISCELLANEOUS

6.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

6.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof;

however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 6.2.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

6.3 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the Contractor or disputes between City staff and the Contractor are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the Contractor and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the City concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

6.4 THIRD PARTY BENEFICIARIES
Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

6.5 NOTICES
Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

Burgess Hanson, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

Ferguson Waterworks
Attn: Drew Petonick
1950 NW 18 Street
Pompano Beach, FL 33069
954-973-8100

6.6 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

6.7 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.8 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

6.9 WAIVER OF JURY TRIAL

By entering into this contract, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract.

6.10 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the Board and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

6.11 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or

supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

6.12 REPRESENTATION OF AUTHORITY

Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

6.13 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

_____

_____

CITY OF DEERFIELD BEACH

By: _____
BURGESS HANSON, CITY MANAGER

Date: 3/26/19

ATTEST:

_____
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

_____
For ANDREW S. MAURODIS, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

FERGUSON WATERWORKS
(Name of Corporation)

_____
(Secretary)

By _____
(Signature)

_____
(Corp

DREW PETTUSCH
(Type Name/Title Signed Above)

26 day of FEBRUARY, 2019.

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

_____

_____
(Name)

_____

By _____
(Signature)

_____
(Type Name Signed Above)

____ day of _____, 20___.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION

ATTACHMENT "A"
ADDITIONAL TERMS AND CONDITIONS

THIS CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and Fortiline, Inc, (CONTRACTOR), as follows

W I T N E S S E T H:

WHEREAS, pursuant to ITB #2018-19/12 (the ITB) the CITY accepted competitive bids for Water Meter Fittings and Water Line Accessories (the Products); and

WHEREAS, the product is delineated in the ITB; and

WHEREAS, this Contract represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group; and

WHEREAS, this Contract, the ITB and the CONTRACTOR's Submittal constitute the entire Contract and describe the product to be provided; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the ITB the CITY has determined that the CONTRACTOR has the necessary resources, experience and ability to perform the contract at a competitive price; and

WHEREAS, the CITY has awarded the contract to CONTRACTOR for the Product on March 5, 2019, Resolution No 20___/___;

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF PRODUCTS

1.1 The above referenced Whereas clauses are true and correct and made a part hereof.

1.2 This Contract, the ITB, together with the response to the ITB of CONTRACTOR, Exhibit "A" shall constitute the entire Contract, except to the extent specifically modified on Attachment "A" Additional Terms and Conditions. The parties agree that the Detailed Specifications are a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.

1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the ITB and the CONTRACTOR'S Response to the ITB. When the terms and conditions of this Contract may be read as consistent with the ITB, then and in that respect, the terms of both the ITB and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the ITB or the response to the ITB, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the products or services listed in the ITB, or any aspect of the Products if the CITY deems it to be in the best interest of the CITY.

1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would modify the Products to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

2.1 The initial contract term shall be three (3) years beginning on 3/6/2019 and ending 3/5/2022. The City reserves the right to renew the Contract for three (3) additional one (1) year periods providing all terms, conditions, and scope of services remain the same, both parties agree to the renewal, and such renewal is approved by the City Manager as set forth in the ITB. The City Manager shall execute any renewal contract.

2.2 In the event services are scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The CONTRACTOR shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

3.1 The CITY shall compensate the CONTRACTOR for services provided by the CONTRACTOR, CITY agrees to pay CONTRACTOR, in the manner specified in the ITB, the amounts set forth in CONTRACTOR's Response for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

3.2 The CONTRACTOR and the CITY shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4

TERMINATION OR SUSPENSION

4.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

4.2 This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.

4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.

4.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Contract for convenience.

4.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 6.1 of Article 6.

4.6 Should at any time during the term of this contract, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this contract, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.

4.6.1 In the event a CONTRACTOR is terminated, the City may assign the contract to another CONTRACTOR, or seek a new CONTRACTOR, until the contract is re-let, or until the end of the contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5

EEO AND ADA COMPLIANCE

5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for

or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

5.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6

MISCELLANEOUS

6.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

6.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof;

however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 6.2.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

6.3 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the Contractor or disputes between City staff and the Contractor are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the Contractor and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the City concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

6.4 THIRD PARTY BENEFICIARIES
Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

6.5 NOTICES
Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

Burgess Hanson, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

Fortiline, Inc.
Attn: Sheri Smith
7025 Northwinds Drive, NW
Concord, NC 28147
704-788-9859

6.6 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

6.7 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.8 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

6.9 WAIVER OF JURY TRIAL

By entering into this contract, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract.

6.10 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the Board and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

6.11 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or

supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

6.12 REPRESENTATION OF AUTHORITY
Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

6.13 MULTIPLE ORIGINALS
Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

_____

_____

CITY OF DEERFIELD BEACH

By: _____
BURGESS HANSON, CITY MANAGER

Date: 3/26/19

ATTEST:

_____
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

_____
For ANDREW S. MAURODIS, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

John Tomasso
JOHN TOMASSO
(Secretary)

(Corporate Seal)

Fortiline, Inc.
Corporate SEAL 1986
South Carolina

Fortiline, Inc.
(Name of Corporation)

By
(Signature)

Richard Cinnamon, VP + Asst. Secretary
(Type Name/Title Signed Above)

25 day of February, 2019.

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

(Name)

By
(Signature)

(Type Name Signed Above)

____ day of _____, 20___.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION

ATTACHMENT "A"
ADDITIONAL TERMS AND CONDITIONS

THIS CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and Core and Main LP, (CONTRACTOR), as follows

W I T N E S S E T H:

WHEREAS, pursuant to ITB #2018-19/12 (the ITB) the CITY accepted competitive bids for Water Meter Fittings and Water Line Accessories (the Products); and

WHEREAS, the product is delineated in the ITB; and

WHEREAS, this Contract represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group; and

WHEREAS, this Contract, the ITB and the CONTRACTOR's Submittal constitute the entire Contract and describe the product to be provided; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the ITB the CITY has determined that the CONTRACTOR has the necessary resources, experience and ability to perform the contract at a competitive price; and

WHEREAS, the CITY has awarded the contract to CONTRACTOR for the Product on March 5, 2019, Resolution No 20___/___;

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF PRODUCTS

1.1 The above referenced Whereas clauses are true and correct and made a part hereof.

1.2 This Contract, the ITB, together with the response to the ITB of CONTRACTOR, Exhibit "A" shall constitute the entire Contract, except to the extent specifically modified on Attachment "A" Additional Terms and Conditions. The parties agree that the Detailed Specifications are a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.

1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the ITB and the CONTRACTOR'S Response to the ITB. When the terms and conditions of this Contract may be read as consistent with the ITB, then and in that respect, the terms of both the ITB and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the ITB or the response to the ITB, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the products or services listed in the ITB, or any aspect of the Products if the CITY deems it to be in the best interest of the CITY.

1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would modify the Products to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

2.1 The initial contract term shall be three (3) years beginning on 3/6/2019 and ending 3/5/2022. The City reserves the right to renew the Contract for three (3) additional one (1) year periods providing all terms, conditions, and scope of services remain the same, both parties agree to the renewal, and such renewal is approved by the City Manager as set forth in the ITB. The City Manager shall execute any renewal contract.

2.2 In the event services are scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The CONTRACTOR shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

3.1 The CITY shall compensate the CONTRACTOR for services provided by the CONTRACTOR, CITY agrees to pay CONTRACTOR, in the manner specified in the ITB, the amounts set forth in CONTRACTOR's Response for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

3.2 The CONTRACTOR and the CITY shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4

TERMINATION OR SUSPENSION

4.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

4.2 This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.

4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.

4.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Contract for convenience.

4.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 6.1 of Article 6.

4.6 Should at any time during the term of this contract, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this contract, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.

4.6.1 In the event a CONTRACTOR is terminated, the City may assign the contract to another CONTRACTOR, or seek a new CONTRACTOR, until the contract is re-let, or until the end of the contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5

EEO AND ADA COMPLIANCE

5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for

or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

5.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6

MISCELLANEOUS

6.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

6.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof;

however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 6.2.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

6.3 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the Contractor or disputes between City staff and the Contractor are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the Contractor and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the City concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

6.4 THIRD PARTY BENEFICIARIES
Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

6.5 NOTICES
Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

Burgess Hanson, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

Core and Main LP
Attn: Susan Reed
4310 NW 10 Avenue
Oakland Park FL 33309
954-772-7343

6.6 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

6.7 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.8 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

6.9 WAIVER OF JURY TRIAL

By entering into this contract, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract.

6.10 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the Board and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

6.11 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or

supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

6.12 REPRESENTATION OF AUTHORITY

Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

6.13 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

_____

_____

CITY OF DEERFIELD BEACH

By: _____
BURGESS HANSON, CITY MANAGER

Date: 3/26/19

ATTEST:

_____
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

_____
ANDREW S. MAURODIS, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

_____
(Name of Corporation)

_____
(Secretary)

By_____
(Signature)

_____
(Corporate Seal)

_____
(Type Name/Title Signed Above)

____ day of _____, 20____.

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

_____

_____

Core & Main LP
(Name)

By Susan Reed
(Signature)

Susan Reed, Muncipal Sales Coordinator
(Type Name Signed Above)

27 day of February, 20 19.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION

ATTACHMENT "A"
ADDITIONAL TERMS AND CONDITIONS

DocuSign Envelope ID: 8D09AB22-5D27-4650-A550-38D8F896517A

DELEGATION OF AUTHORITY

I, Charles E. Reed, Regional Vice President of Core & Main LP, a Florida limited partnership (the "Company"), hereby delegate authority to Susan Reed (the "Delegate"), to execute and deliver the Contract for Water Meter Fittings and Water Line Accessories – ITB #2018-19/12 (the "Document") to the City of Deerfield Beach, Florida, and to take or cause to be taken any and all actions in connection therewith as such individual may consider necessary or desirable, with such necessity or desirability being conclusively evidenced by the actions so taken, on behalf of the Company.

This Delegation is limited to the Document as described above.

The Delegation is personal to the Delegate. The Delegate may not further delegate the authorities granted in this Delegation.

IN WITNESS WHEREOF, I have hereunto set my hand this 2/26/2019.

CORE & MAIN LP, a Florida limited partnership

By: _____
Charles E. Reed
Regional Vice President

THIS CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and Lehman Pipe and Supply, (CONTRACTOR), as follows

W I T N E S S E T H:

WHEREAS, pursuant to ITB #2018-19/12 (the ITB) the CITY accepted competitive bids for Water Meter Fittings and Water Line Accessories (the Products); and

WHEREAS, the product is delineated in the ITB; and

WHEREAS, this Contract represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group; and

WHEREAS, this Contract, the ITB and the CONTRACTOR's Submittal constitute the entire Contract and describe the product to be provided; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the ITB the CITY has determined that the CONTRACTOR has the necessary resources, experience and ability to perform the contract at a competitive price; and

WHEREAS, the CITY has awarded the contract to CONTRACTOR for the Product on March 5, 2019, Resolution No 20___/___;

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF PRODUCTS

1.1 The above referenced Whereas clauses are true and correct and made a part hereof.

1.2 This Contract, the ITB, together with the response to the ITB of CONTRACTOR, Exhibit "A" shall constitute the entire Contract, except to the extent specifically modified on Attachment "A" Additional Terms and Conditions. The parties agree that the Detailed Specifications are a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.

1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the ITB and the CONTRACTOR'S Response to the ITB. When the terms and conditions of this Contract may be read as consistent with the ITB, then and in that respect, the terms of both the ITB and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the ITB or the response to the ITB, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the products or services listed in the ITB, or any aspect of the Products if the CITY deems it to be in the best interest of the CITY.

1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would modify the Products to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

2.1 The initial contract term shall be three (3) years beginning on 3/6/2019 and ending 3/5/2022. The City reserves the right to renew the Contract for three (3) additional one (1) year periods providing all terms, conditions, and scope of services remain the same, both parties agree to the renewal, and such renewal is approved by the City Manager as set forth in the ITB. The City Manager shall execute any renewal contract.

2.2 In the event services are scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The CONTRACTOR shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

3.1 The CITY shall compensate the CONTRACTOR for services provided by the CONTRACTOR, CITY agrees to pay CONTRACTOR, in the manner specified in the ITB, the amounts set forth in CONTRACTOR's Response for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

3.2 The CONTRACTOR and the CITY shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4

TERMINATION OR SUSPENSION

4.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

4.2 This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.

4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.

4.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Contract for convenience.

4.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 6.1 of Article 6.

4.6 Should at any time during the term of this contract, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this contract, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.

4.6.1 In the event a CONTRACTOR is terminated, the City may assign the contract to another CONTRACTOR, or seek a new CONTRACTOR, until the contract is re-let, or until the end of the contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5

EEO AND ADA COMPLIANCE

5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for

or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

5.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6

MISCELLANEOUS

6.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

6.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof;

however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 6.2.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

6.3 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the Contractor or disputes between City staff and the Contractor are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the Contractor and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the City concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

6.4 THIRD PARTY BENEFICIARIES
Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

6.5 NOTICES
Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

Burgess Hanson, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

Lehman Pipe and Supply
Attn: Josh Aberman
3575 Northwest 36 Street
Miami, FL 33142
305-576-3054

6.6 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

6.7 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.8 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

6.9 WAIVER OF JURY TRIAL

By entering into this contract, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract.

6.10 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the Board and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

6.11 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or

supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

6.12 REPRESENTATION OF AUTHORITY

Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

6.13 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

_____

_____

CITY OF DEERFIELD BEACH

By: _____
BURGESS HANSON, CITY MANAGER

Date: 3/26/19

ATTEST:

_____
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

_____
ANDREW S. MAURODIS, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

Heidi Lehman

(Secretary)

(Corporate Seal)

LEHMAN PIPE & PLUMBING SUPPLY, INC.
(Name of Corporation)

By
(Signature)

Josh Aberman Executive Vice President
(Type Name/Title Signed Above)

22nd day of February, 2019.

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

(Name)

By
(Signature)

(Type Name Signed Above)

____ day of _____, 20___.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION

ATTACHMENT "A"
ADDITIONAL TERMS AND CONDITIONS

THIS CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and Empire Pipe and Supply, (CONTRACTOR), as follows

W I T N E S S E T H:

WHEREAS, pursuant to ITB #2018-19/12 (the ITB) the CITY accepted competitive bids for Water Meter Fittings and Water Line Accessories (the Products); and

WHEREAS, the product is delineated in the ITB; and

WHEREAS, this Contract represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group; and

WHEREAS, this Contract, the ITB and the CONTRACTOR's Submittal constitute the entire Contract and describe the product to be provided; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the ITB the CITY has determined that the CONTRACTOR has the necessary resources, experience and ability to perform the contract at a competitive price; and

WHEREAS, the CITY has awarded the contract to CONTRACTOR for the Product on March 5, 2019, Resolution No 20___/___;

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF PRODUCTS

1.1 The above referenced Whereas clauses are true and correct and made a part hereof.

1.2 This Contract, the ITB, together with the response to the ITB of CONTRACTOR, Exhibit "A" shall constitute the entire Contract, except to the extent specifically modified on Attachment "A" Additional Terms and Conditions. The parties agree that the Detailed Specifications are a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.

1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the ITB and the CONTRACTOR'S Response to the ITB. When the terms and conditions of this Contract may be read as consistent with the ITB, then and in that respect, the terms of both the ITB and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the ITB or the response to the ITB, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the products or services listed in the ITB, or any aspect of the Products if the CITY deems it to be in the best interest of the CITY.

1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would modify the Products to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

2.1 The initial contract term shall be three (3) years beginning on 3/6/2019 and ending 3/5/2022. The City reserves the right to renew the Contract for three (3) additional one (1) year periods providing all terms, conditions, and scope of services remain the same, both parties agree to the renewal, and such renewal is approved by the City Manager as set forth in the ITB. The City Manager shall execute any renewal contract.

2.2 In the event services are scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The CONTRACTOR shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

3.1 The CITY shall compensate the CONTRACTOR for services provided by the CONTRACTOR, CITY agrees to pay CONTRACTOR, in the manner specified in the ITB, the amounts set forth in CONTRACTOR's Response for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

3.2 The CONTRACTOR and the CITY shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4

TERMINATION OR SUSPENSION

4.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

4.2 This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.

4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.

4.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Contract for convenience.

4.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 6.1 of Article 6.

4.6 Should at any time during the term of this contract, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this contract, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.

4.6.1 In the event a CONTRACTOR is terminated, the City may assign the contract to another CONTRACTOR, or seek a new CONTRACTOR, until the contract is re-let, or until the end of the contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5

EEO AND ADA COMPLIANCE

5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for

or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

5.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6

MISCELLANEOUS

6.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

6.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof;

however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 6.2.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

6.3 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the Contractor or disputes between City staff and the Contractor are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the Contractor and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the City concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

6.4 THIRD PARTY BENEFICIARIES
Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

6.5 NOTICES
Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

Burgess Hanson, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

Empire Pipe and Supply
Attn: James Mathis
40 Keys Court
Sanford, FL 32773
407-295-2400

6.6 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

6.7 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.8 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

6.9 WAIVER OF JURY TRIAL

By entering into this contract, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract.

6.10 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the Board and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

6.11 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or

supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

6.12 REPRESENTATION OF AUTHORITY

Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

6.13 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

_____

_____

CITY OF DEERFIELD BEACH

By: _____
BURGESS HANSON, CITY MANAGER

Date: 3/26/19

ATTEST:

_____
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

_____
ANDREW S. MAURODIS, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

Empire Pipe Orlando LLC
(Name of Corporation)

Kelly Carr
(Secretary)

By Jon Smith
(Signature)

(Corporate Seal)

James Mathis - Vice President
(Type Name/Title Signed Above)

21 day of February, 2019.

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

_____
(Name)

_____

By_____
(Signature)

_____
(Type Name Signed Above)

____ day of _____, 20___.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION

ATTACHMENT "A"
ADDITIONAL TERMS AND CONDITIONS

CITY COMMISSION
STAFF REPORT

DEPARTMENT: Clerk's Office

DATE: April 9, 2024

SUBJECT: Motion to appoint a Director, Alternate, and Second Alternate to the Broward League of Cities Board of Directors

BACKGROUND OF ITEM:
According to the League-By-Laws

- Each City shall appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Directors or General Membership meeting held where he/she represents his/her municipality.
- It is the responsibility of each Director to communicate with his/her respective municipal officials, employees, and constituents concerning actions taken or to be taken by the Board of Directors or the general membership. Directors are responsible for bringing issues of collective importance to the attention of the Board of Directors.
- Each member of the Board of Directors shall notify his or her Alternate to attend Board of Director Meetings when that voting member will not attend. The Alternate shall have the right to participate and vote. In the event the Alternate cannot attend, the Alternate shall notify his or her Second Alternate to attend Board of Director meetings when the Alternate cannot attend. The Second Alternate shall have the right to participate and vote.

ANALYSIS:
At the April 25, 2023 City Commission meeting, the following appointments were made for 2023-2024:

- Director – Commissioner Katzman
- Alternate – Commissioner Shrouder
- 2nd Alternate – Commissioner Mallozzi

The Broward League of Cities requests that the Commission appoint a Director, Alternate, and 2nd Alternate for 2024-2025. The term will begin on May 4, 2024, where members will be sworn in at the 67th Annual Gala at Margaritaville. The term will end in May of 2025.

ATTACHMENTS:

1. Board Request
2. 23-24 Attendance Record

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to City Attorney	03/27/24 11:59 AM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to City Manager	03/27/24 02:01 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to City Clerk	03/27/24 02:10 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	04/01/24 11:32 AM
Allen, Tedra	END WORKFLOW - APPROVED		04/01/24 12:38 PM

MEMORANDUM

Meeting Date: 04/09/2024 Item #18.

To: City Clerks
From: Mary Lou Tighe, Executive Director
Date: February 29, 2024
Re: 2024-25 Board of Director Appointments

2023-2024 OFFICERS
President Todd Drosky
Commissioner, Deerfield Beach
1st Vice President Felicia Brunson
Mayor, West Park
2nd Vice President Denise Horland
Councilmember, Plantation
Secretary Joyce Davis
Commissioner, Dania Beach
Treasurer Traci Callari
Commissioner, Hollywood

DIRECTORS
Immediate Past President Bob Mayersohn
Commissioner, Parkland
Past President Greg Ross
Mayor, Cooper City
Past President Susan Starkey
Councilmember, Davie
Past President Joy Cooper
Mayor, Hallandale Beach
Past President Frank Ortis
Mayor, Pembroke Pines
Jim Allbritton
Councilmember, Southwest Ranches
Barbara Baldasarre
Vice Mayor, Hillsboro Beach
Pamela Beasley-Pittman
Vice Mayor, Fort Lauderdale
Marlon Bolton
Commissioner, Tamarac
Samson Borgelin
Mayor, North Lauderdale
Anthony Caggiano
Commissioner, Margate
Joy Carter
Commissioner, Coral Springs
Mark Douglas
Commissioner, Sunrise
Rhonda Eaton
Commissioner, Pompano Beach
Beam Furr
Vice Mayor, Broward County
Jeremy Katzman
Commissioner, Cooper City
Edmund Malkoon
Vice Mayor, Lauderdale-by-the-Sea
Lawrence "Jabbow" Martin
Commissioner, Lauderhill
Karlene Maxwell-Williams
Commissioner, Lauderdale Lakes
Henry Mead
Commissioner, Weston
Wayne Messam
Mayor, Miramar
Ashira Mohammed
Mayor, Pembroke Park
Patty Petrone
Commissioner, Lighthouse Point
Paul Rolli
Commissioner, Wilton Manors
Mitch Rosenwald
Mayor, Oakland Park
Joshua Rydell
Mayor, Coconut Creek
Iris Siple
Vice Mayor, Pembroke Pines
Chad Volkert
Councilmember, Sea Ranch Lakes

Samuel S. Goren, Esquire
Goren Cherof Doody & Ezrol, PA
Legal Counsel

Mary Lou Tighe
Executive Director
Sely Cochrane
Deputy Executive Director

According to the League By-Laws:

- Each city shall appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Directors or General Membership meeting held where he/she represents his/her municipality.

- It is the responsibility of each Director to communicate with his/her respective municipal officials, employees, and constituents concerning actions taken or to be taken by the Board of Directors or the general membership. Directors are responsible for bringing issues of collective importance to the attention of the Board of Directors.

- Each member of the Board of Directors shall notify his or her Alternate to attend Board of Director Meetings when that voting member will not attend. The Alternate shall have the right to participate and vote. In the event the Alternate cannot attend, the Alternate shall notify his or her Second Alternate to attend Board of Director meetings when the Alternate cannot attend. The Second Alternate shall have the right to participate and vote.

Please agenda the selection of your Director, Alternate, and Second Alternate for an upcoming commission meeting. See the attached attendance record for the last year. **The deadline for board appointments is April 11, 2024**. The term will begin on May 4, 2024, where members will be sworn in at the 67th Annual Gala at Margaritaville. The term will end in May of 2025.

Please forward the information below to scochrane@browardleague.org.

==========

Municipality: _____

Commissioner/Council Appointments:

Director: _____

Alternate: _____

Second Alternate: _____

Suite 122 Governmental Center, 115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Phone: 954.357
Internet: www.browardleague.

2023-2024 Board Meeting Attendance

	9/7/2023	10/5/2023	11/2/2023	12/7/2023	1/11/2024	3/7/24	4/4/24	5/2/24
Todd Drosky	X	X	(exc.)	X	X			
Felicia Brunson	X	X	X	X	X			
Traci Callari	X	(exc.)	X	(exc.)	X			
Bob Mayersohn	(alt.)	X	X	X	(alt.)			
Greg Ross	X	X	X	X	(exc.)			
Susan Starkey	X	X	X	X	X			
Joy Cooper								
Frank Ortis		(exc.)		(exc.)				
Jim Allbritton	X	(exc.)	X	X	X			
Barbara Baldasarre	X	X	X	X	X			
Pamela Beasley-Pittman	X	X	X	(exc.)	X			
Marlon Bolton	X	X	(exc.)	X	X			
Samson Borgelin	X	X		X	X			
Anthony Caggiano	X	X	X	X	X			
Joy Carter	X	X	X	X	(alt.)			
Joyce Davis	X	X	X	X	X			
Mark Douglas	X	X	(exc.)	X				
Rhonda Eaton	X	X	X	X	X			
Beam Furr		X		(exc.)	(alt.)			
Denise Horland	X	(exc.)	X	X	X			
Jeremy Katzman	X	X	(exc.)	X	X			
Edmund Malkoon	(exc.)		X	(exc.)	(exc.)			
Ashira Mohammed		X	X	X	X			
Lawrence Martin	X	X	X	(exc.)	(exc.)			
Karlene Maxwell-Williams	X	(alt.)	X	X	X			
Henry Mead	(alt.)	X	X	X	X			
Wayne Messam			X					
Patty Petrone	X	(alt.)	(exc.)	X	X			
Paul Rolli	X	X	X	X	X			
Mitch Rosenwald	X	(exc.)	X	X	X			
Joshua Rydell								
Iris Siple		X						
Chad Volkert								

2023-2024 Board Meeting Attendance

	9/7/2023	10/5/2023	11/2/2023	12/7/2023	1/11/2024	3/7/24	4/4/24	5/2/24
Todd Drosky	X	X	(exc.)	X	X			
Felicia Brunson	X	X	X	X	X			
Traci Callari	X	(exc.)	X	(exc.)	X			
Bob Mayersohn	(alt.)	X	X	X	(alt.)			
Greg Ross	X	X	X	X	(exc.)			
Susan Starkey	X	X	X	X	X			
Joy Cooper								
Frank Ortis		(exc.)		(exc.)				
Jim Allbritton	X	(exc.)	X	X	X			
Barbara Baldasarre	X	X	X	X	X			
Pamela Beasley-Pittman	X	X	X	(exc.)	X			
Marlon Bolton	X	X	(exc.)	X	X			
Samson Borgelin	X	X		X	X			
Anthony Caggiano	X	X	X	X	X			
Joy Carter	X	X	X	X	(alt.)			
Joyce Davis	X	X	X	X	X			
Mark Douglas	X	X	(exc.)	X				
Rhonda Eaton	X	X	X	X	X			
Beam Furr		X		(exc.)	(alt.)			
Denise Horland	X	(exc.)	X	X	X			
Jeremy Katzman	X	X	(exc.)	X	X			
Edmund Malkoon	(exc.)		X	(exc.)	(exc.)			
Ashira Mohammed		X	X	X	X			
Lawrence Martin	X	X	X	(exc.)	(exc.)			
Karlene Maxwell-Williams	X	(alt.)	X	X	X			
Henry Mead	(alt.)	X	X	X	X			
Wayne Messam			X					
Patty Petrone	X	(alt.)	(exc.)	X	X			
Paul Rolli	X	X	X	X	X			
Mitch Rosenwald	X	(exc.)	X	X	X			
Joshua Rydell								
Iris Siple		X						
Chad Volkert								

CITY COMMISSION
ORDINANCE/RESOLUTION

TITLE: **Resolution 24-06 (Community Development)**

DATE: April 9, 2024

DESCRIPTION: A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE 50th YEAR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION FOR THE SENIOR TRANSPORTATION, MINOR HOME REPAIR AND PURCHASE ASSISTANCE PROGRAMS, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

CITY MANAGER RECOMMENDATION:
The City Manager recommends approval of Resolution 24-06, which approves the City's application for funding the 50th-year Community Development Grant Program for Minor Home Repairs, Purchase Assistance, and Senior Transportation Programs.

BACKGROUND OF ITEM:
Broward County receives Community Development Block Grant (CDBG) funds from the United States Department of Housing and Urban Development (HUD). Broward County administers these funds and allocates a portion to the City of Cooper City for Minor Home Repairs, Purchase Assistance, and Senior Transportation Programs. The Minor Home Repairs and Purchase Assistance programs are facilitated through the Community Development Department. The Senior Transportation program is facilitated through the Parks and Recreation Department.

The Community Development Block Grant is in its 50th year of funding requests. This year's funding period is from October 1, 2024, to September 30, 2025.

ANALYSIS:
The Parks and Recreation Department, Senior Transportation Program, is applying for $15,000 for the 50th funding year. This amount is consistent with previous applications and previously approved requests. The Community Development Department, Purchase Assistance and Minor Home Repair Program is applying for $78,103.63 to be distributed on a first-come, first-served basis. This amount is consistent with previous applications and approved requests.

STRATEGIC PLAN:
The Senior Transportation Program contributes by providing a Strong Sense of Place, identified as the third priority. Having the service available for the adult community promotes Cooper City

residents' social interaction and well-being. Currently, Broward County manages the application process on behalf of the City and administers the funds for minor home repair and purchase assistance programming. The City is looking at the option of having a consultant manage the application process on behalf of the City paid through the grant to better serve the demands and needs of the Cooper City residents.

FISCAL IMPACT:
The Parks and Recreation Department budgets for a $20,000 in-kind match for the operation of the Senior Transportation Program. The Community Development Department has no Fiscal Impact relative to the oversite of the program.

General Ledger Acct. Number	Budgeted Amount	Requested Amount	Remaining Amount
001-000-331204-331		$15,000 – FY 25 Budget Requesting	

ALTERNATIVES:
If the application is not approved, the City will not be able to receive the funds to support the Minor Home Repairs, Purchase Assistance, and Senior Transportation Programs. If these were programs the City was interested in offering, the City would have to identify additional means to fund these programs

ATTACHMENTS:
1. Resolution 24-06
2. Exhibit A – Applications for Purchase Assistance/Minor Home Repair and Senior Transportation Programs
3. Exhibit B – Program Designs
4. Exhibit C – Maps
5. Exhibit D – Citizen Participation
6. Exhibit E – Monitoring Process
7. Exhibit F – Match Letter
8. Exhibit G – Income Limits

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to City Attorney	03/27/24 01:38 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to City Manager	03/28/24 11:07 AM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to City Clerk	03/28/24 03:18 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	04/01/24 05:05 PM
Allen, Tedra	END WORKFLOW - APPROVED		04/02/24 01:13 PM

RESOLUTION NO. 24-06

A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE YEAR 50 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION FOR THE SENIOR TRANSPORTATION, MINOR HOME REPAIR AND PURCHASE ASSISTANCE PROGRAMS, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, staff has recommended the execution of the City's Year 50 Community Development Block Grant application for the senior transportation, minor home repair and purchase assistance programs; and

WHEREAS, the City Commission is desirous of adopting said recommendation.

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

Section 1: **Recitals Adopted.** That each of the above stated recitals is hereby adopted and confirmed. All exhibits attached hereto and incorporated herein and made a part hereof.

Section 2: That the City Commission hereby approves and that the Mayor and City Clerk are hereby authorized to execute the City's Year 50 Community Development Block Grant application for the Senior Transportation, Minor Home Repair and Purchase Assistance Programs, a copy of which is attached hereto as Exhibit "A" and made a part hereof by this reference.

Section 3. **Conflicts.** All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

Section 4. **Severability.** If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

Section 5. **Effective Date.** This Resolution shall become effective upon its passage and adoption by the City Commission.

PASSED AND ADOPTED THIS ____DAY OF _____, A.D., 2024.

_____
GREG ROSS
Mayor

ATTEST:

_____
TEDRA ALLEN, MMC
City Clerk

ROLL CALL

Mayor Ross	_____
Commissioner Green	_____
Commissioner Shrouder	_____
Commissioner Katzman	_____
Commissioner Mallozzi	_____

APPROVED AS TO LEGAL FORM:

_____
JACOB G. HOROWITZ
City Attorney

EXHIBIT A

Application

Application Certification

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS
URBAN COUNTY MUNICIPALITIES CDBG APPLICATION

Complete the following sections. **Submit one form for each project.** Attach additional pages as needed.

Applications must be single sided; double sided applications will be returned

A complete submission shall include an original signature application, two hard copies and a digital copy on a flash drive

DEADLINE: ON OR BEFORE NOON, MONDAY, April 22, 2024

COMMUNITY DEVELOPMENT GRANT PROJECT SUMMARY

Category	Budget
Cash	
In-Kind	
Other Grants	
CDBG	$78,103.63
TOTAL	$78,103.63

PROGRAM ACTIVITIES: Select only one category per application		NATIONAL OBJECTIVE Select only one category per application	
Public Service (15% Cap)	( )	Limited Clientele	(X)
Capital Improvement	( )	Limited Clientele	( )
Capital Improvement	( )	Area Benefit	( )
Housing	(X)	Low/Mod Housing (LMH)	( )
Capital Improvement	( )	Area Benefit	( )
Economic Development	( )	Low/Mod Jobs (LMJ)	( )

Continuing Project: Yes (X)
New Project: Yes ( )

UNIQUE ENTITY IDENTIFIER: E3JMWK8PBN16 (The Unique Entity ID is **the official identifier for doing business with the U.S. Government as of April 4, 2022**. Entities registering in SAM.gov are assigned a Unique Entity ID as a part of the registration process. Entity uniqueness continues to be validated by an entity validation service)

Applicant completes the following items.

1. **Applicant Organization Name:** CITY OF COOPER CITY

   Address: 9090 SW 50TH PLACE COOPER CITY FL 33329-0910

   Telephone #: 954-434-4300 **FAX #:**

2. **Contact Person:** CARLOS VEGA
   Title: COMMUNITY DEVELOPMENT DIRECTOR
   Street Address: 9090 SW 50TH PLACE COOPER CITY FL 33329-0910

   E-MAIL Address: CVEGA@COOPERCITY.GOV
   Telephone #: 954-434-4300 EXT 294 **FAX #:**

3. **Project Name:** PURCHASE ASSISTANCE & MINOR HOME REPAIR PROGRAM

4. **CDBG Funds Requested ($15,000 Minimum Request): $**$78,103.63

Application Certification

5. General Provisions:

- Broward County reserves the right to reallocate funds from Municipalities with unexpended funds from multiple fiscal years.
- Current municipalities with a substantial amount of unobligated* funds remaining (30% of annual award, subject to change at the discretion of the director), as of March 2024, without adequate justification, may not be considered for funding, or may receive a reduced award amount in FY 2024.
- Once a project is submitted it cannot be substantially changed without documentation and approval by Broward County Housing Finance Division. The submission of documentation alone does not guarantee approval.
- Projects must be feasible and comply with one of the HUD required National Objectives, please refer to 24 CFR 208. Unless previously discussed with staff, all projects should be designed to primarily benefit low to moderate income residents.
- Projects should be near shovel ready or bid process status at time of application submittal, design and/or specifications should be completed by agreement execution (approximately 6 months after application submittal).
- Applications requesting funding for designs/studies, as per 24 CFR 570.201, do not meet a National Objective. They qualify only if done in conjunction with a(n) infrastructure/capital project. Subsequently, once design is complete, the infrastructure/capital project must be completed within 12 to 24 months.
- Multi-funded projects must have non-CDBG funding secured before application submittal. **All** funding sources must be reflected in the Budget.
- Projects requiring maps, Census data (must include Year), construction plans, etc. must be included with the application. The most recent Census data can be found at https://bcgis.maps.arcgis.com/apps/webappviewer/index.html?id=3e0d01ef6a76421bbee7ab43d150997d
- If the project involves Housing Rehabilitation or Purchase Assistance, the City must follow the County's housing policies and lender guidelines.
- The Citizen Participation section is not optional, all cities must abide by the County's Citizen Participation plan which requires advertising to notify the public of a required Public Hearing to include discussion of the application. All backup, including proof of advertisement and any minutes from the public hearing must be attached to this application. A link to the County's Four-Factor Analysis for Limited English Proficiency can be found at: https://www.broward.org/Housing/Documents/Four%20Factor%20Analysis%20and%20LAP-ADA.pdf
- Public Service projects should include but not be limited to recreation programs, education programs, public safety services, etc. Please keep in mind, entertainment is **not** eligible. For questions, please contact HFD.
- The County has the right to refuse or reject any/all projects.
- City shall disclose to County any and all third-party funding, whether public or private, for the Project. No CDBG Funds shall be used to supplant existing third-party funding
- All information included above **must be submitted on or before noon (12 p.m.), Monday, April 22, 2024**, Broward County Housing Finance Division will not ensure approval of non or late submittals.

Signature:_____ Date:_____

By signing, you are stating that you have read and understood these provisions and agree to the County's authority to enforce them.

***Unobligated** meaning not under agreement/contract (For example must be under contract and construction commenced in a capital/infrastructure project, or homeowner agreement executed with contractor for rehabilitation, etc.).

6. Project Goals: Provide specific project goals and quantifiable objectives. Quantifiable objectives should specifically state who, what, where and how many. The scope of services must include activities involved in implementing the project. Project continuation and maintenance relates to the whether or not this will be an ongoing activity after funding ends.

a. Project Goals and Quantifiable Objectives:

Please note that HUD requires CDBG funds must benefit low/moderate income persons. Only pick one of the four objectives listed below. Describe how goals and objectives will either:

1). benefit low-income persons
2). provide an area benefit:
3). eliminate or prevent slums and blighted conditions, or
4). impact a problem or need of particular urgency.

The City's Purchase Assistance and Minor Home Repair progam will benefit low and moderate income households in the City of Cooper city. A minimum one (1) income eligible applicants will be awarded up to $40,000 in grant funds for down payment and closing cost assistance or potential of (2) two income elgible applicants will be awarded up to $40,000.00 in Minor Home Repair assistance. The City will provide grant funding for the down payment and closing cost assistance to the eligible tamilies or provide minor home repairs to correct actions that will eliminate conditions in and around the home that pose a threat to the health, safety, and welfare of the household occupants.

b. Detailed Scope of Services: The scope of services should explain exactly what will be accomplished with the funds requested. (for example: square feet, linear feet, unduplicated persons, etc.)

The Purchase Assistance Program for he City of Cooper City ("City") is designed to assist with the preservaton of the existing housing stock by facilitating homeowners opportunities for low income to moderate families. The Purchase Assistance Program will be avallable to provide purchase assistance for eligible purchases of properties within City of Cooper City for down payment and closing cost assistiance for low and moderate income first time homebuyers One (1) income eligible applicant will be awarded up to $40,000 in grant funds for down payment and closing cost assistance. This Program will assist in the city's efforts to stabilize its neighborhoods and create more affordable housing.

The Minor Home Repair program will assist approximately 2 (two) homes in Cooper City. It is designed to provide minor home repair assistance to low and moderate income single-family homeowners whose homes are in need of repair. Eligible costs include labor and components of existing structures. The repairs will be limited to corrective action that will eliminate conditions in and around the home that pose a threat to the health, safety, and welfare of the household occupants. The cost of repairs for each home will be up to $40,000.

c. Project Continuation and Maintenance: Indicate what organization is responsible for maintenance of the project after completion. (Attach letters or

verification).

The City of Cooper City is a Manager/Commission form of government by charter. The City manager is charged with providing departments to serve the community with various services. The Community Development Department will be responsible for the maintenance of the project files after yearly project completion.

d. Program Design: How do you plan to achieve the goals identified above? Please be clear and specific. Please attach separately, if necessary. Required for housing or public service activities.

For housing activities/projects, please provide details to include the types of assistance provided, affordability period, recapture terms etc. These terms and provisions must be consistent with Broward County's Consolidated/Action Plan and Broward County Housing Finance Division (HFD) Policies and Procedures.

See Exhibit - Program Design

7. Applicant's Management Capability: Briefly describe the capacity of your municipality to undertake the proposed project. Discuss prior experience in the administration of Federal funds and list existing funding agreements.

The City has received grants from the Florida Department of Community Affairs and the Florida Departrnent of Natural Resources in order to provide the development of recreation land and development of those properties for recreation services purpose. In addition, the City received the Florida Recreation Development Assistance Program (FRDAP) and the Broward County Challenge Grant.

The Citys use of CDBG for public service activities has involved the purchase of a bus for the City's seniors, and supporting the salary for a bus driver in Cooper City's Senior Transportation Program..

a. Experience - Discuss experience in the administration of Federal funds and general management capacity, include other Broward County funded programs and provide a list of CDBG Projects below

The City has received grants from the Florida Department of Community Affairs and the Florida Department of Natural Resources in order to provide the development of recreation land and development of those propefties for recreation services purpose. In addition, the City received the Florida Recreation Development Assistance Program (FRDAP) and the Broward County Challenge Grant.

b. Does the municipality intend to utilize an outside vendor/contractor to provide the direct service delivery for any of the activities listed?

The City will assist Broward County in marketing the program and is proposing that Broward

County administer and implement the City's Purchase Assistance / Minor Home Repair program.

If yes, please provide a detailed method of the procurement method used. **Attach Procurement Policy**

c. Monitoring – How does the municipality ensure compliance with regulatory and statutory requirements? And third-party vendors/contractors?

Broward County will administer and implement this program on behalf of the City of Cooper City.

1. Please provide municipalities' monitoring process/monitoring policy and procedures (Attachment A)

   N/A

d. Non – housing activities – How does the municipality ensure compliance with scope of work, budgetary items, procurement, programmatic compliance etc.?

Broward County will administer and implement this program on behalf of the City of Cooper City.

e. Housing activities: How does the municipality track the properties, beneficiary data, HQS/Property Standards (if applicable) and ensure compliance with affordability restrictions?

Broward County will administer and implement this program on behalf of the City of Cooper City.

f. Provide a list of current CDBG projects, including the most recent 3 years, funding amount, current status, extensions needed, etc. **If you have CDBG funds available prior to 2021, you must add the additional years and status as an additional attachment.**

2023 Project

Project Name	Senior Transportation	**Initial Funding Amount**	$15,000.00
Contract Period	10/01/2023-09/30/2024	**Number of Extensions Needed and Dates**	0

Current Status of Program Including Completion Date	On-going	**Current Balance of Program Funds**	$15,000.00

2022 Project

Project Name	Senior Transportation	**Initial Funding Amount**	$15,000.00
Contract Period	10/01/2022-09/30/2023	**Number of Extensions Needed and Dates**	0
Current Status of Program Including Completion Date	Completed	**Current Balance of Program Funds**	$0.00

2021 Project

Project Name	Senior Transportation	**Initial Funding Amount**	$18,000.00
Contract Period	10/01/2021 - 09/30/2022	**Number of Extensions Needed and Dates**	0
Current Status of Program Including Completion Date	Completed	**Current Balance of Program Funds**	$0.00

* Due to CDBG timeliness requirements, municipalities with large balances and/or funds prior to FY 2022 may not be funded.

8. Description: Describe the outcome(s) of the project. Description is to include timeframe for start-up and completion, street location of the service and census tract(s)(Including Year). Describe the service area.

The Purchase Assistance Program for he City of Cooper City ("City") is designed to assist with the preservaton of the existing housing stock by facilitating homeowners opportunities for low and moderate income families. The Purchase Assistance Program will be avallable to provide purchase assistance for eligible purchases of properties within City of Cooper City for down payment and closing cost assistiance for low and moderate income first time homebuyers.This Program will assist in the City's efforts to stabilize its neighborhoods and create more affordable housing.

The Minor Home Repair program is designed to provide minor home repair assistance to low and moderate income single-family homeowners whose homes are in need of repair. Eligible costs include labor and components of existing structures. The repairs will be limited to corrective action that will eliminate conditions in and around the home that pose a threat to the health, safety, and welfare of the household occupants. The cost of repairs for each home will be up to $40,000.00.

a. Project Description: Capital improvements should state anticipated linear feet of project or number and description of public facilities. **Projects should be near shovel ready or bid process status at time of application submittal, design and/or specifications should be completed by agreement execution (approximately 6 months after application submittal). All design plans should be completed by Agreement execution.** Public service projects should specifically state number of clients per year. Housing development or rehabilitation should state number of housing units. Economic development projects should state number of businesses to be assisted, jobs created and describe loans available. Both Rehabilitation and New Housing Construction should comply with Energy Star Requirements.

N/A

b. Time Frame: What is the time frame for start-up and completion after notification of funding award? Indicate what funding commitment is required to provide for timely project start-up. **Timeline should be a detailed process with measurable outcomes.**

The project will begin upon signed Agreement from Broward County - October 1, 2024 and Completion is scheduled for September 30, 2025.

c. ***Street address / Location: Attach legible map identifying both census tracts (including year of data) project location and boundaries. Also provide a street address or a description of the location when site acquisition is involved. Provide current **Phase 1 – Environmental Site Assessment and NEPA Environmental Assessment Checklist** for Capital, New Construction and Economic Development activities that were done within 6 months of application for funding.

Activity Exempt

d. ****Census Tract(s) and Block Groups: Consult census maps for the census tract location of this project. **Area benefit projects must serve 51% low- to very low-income persons.**

This is a City wide project

*Applications without the above referenced attachments **will not be accepted.**
****Provide backup material used to determine eligibility, including year of census data.

9. Proposed activities located in a Community Redevelopment Area (CRA), must provide a current copy of the area's Redevelopment Plan and map in order to be considered eligible under a HUD Slum/Blight designation. The following information must be provided at the time of application:

    a. Percentage of Deteriorated buildings
    b. Year area designated Slum/Blight
    c. Description of Slum/Blight area

    N/A

10. Budget Table Instructions: Complete the following Budget Table and provide the requested information on the matching share of resources committed to the project. Please include program funding and in-kind matches from **all** sources.

    a. Budget Table: For each expenditure category, (Personnel, Benefits, Travel, Equipment, Supplies, etc) enter the proposed amount necessary for that category. Please list these amounts according to the appropriate funding source as shown in the shaded area.

*** Please keep in mind that HUD regulations, 2 CFR 225, Appendix B, (8)(h), state that percentages should not be used to determine salaries for direct service delivery.**
**** Projects where direct service delivery costs apply detailed timesheets must be provided**

Existing funds for program activities may not replace, also known as supplanting, nonfederal funds that have been appropriated for the same purpose. Supplanting occurs when a state, or local government reduces state or local funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity. In addition, federal funding may not replace state or local funding that is required by law.

Category	(1) CDBG	(2) Non CDBG	(3) Non CDBG	
***Personnel**				
Benefits				
Travel				
Training				
Equipment				
Supplies				
***Contractual with outside Agencies or Vendors**	$ 78,103.63			$ 78,103.63
Construction (contractors, subcontractors, etc.)				
****Other**				
Totals	$ 78,103.63			$ 78,103.63

* Only available for direct service delivery. (detailed timesheets **must** be provided)
** Category must be explained with detail in the budget narrative.

11. Budget Narrative Instructions: The budget narrative statement should provide a

detailed explanation and justification for each cost category shown in the Budget Table on page 8 of the **original blank application**. The budget narrative should identify non-CDBG resources (leveraging) to be utilized in financing the project, including mortgages or construction financing for the project. Also, specify the costs for which CDBG funding is being requested and the costs to be covered by non-CDBG resources. Additional pages can be added, if necessary.

CDBG Funds: $78,103.63

CDBG Funds shall be used by the COUNTY to assist a minimum of one ('1) low to moderate income homeowners in the CITY with the Purchase Assistance Program that will be available to provide purchase assistance for eligible purchases of properties within City of Cooper City for down payment and closing cost assisbnce for low to moderate income first time homebuyers.

CDBG Funds shall be used by the COUNTY to assist approximately 2 (two) homes in the CITY with minor home repairs. It is designed to provide minor home repair assistance to low and moderate income single-family homeowners whose homes are in need of repair. Eligible costs include labor and components of existing structures. The repairs will be limited to corrective action that will eliminate conditions in and around the home that pose a threat to the health, safety, and welfare of the household occupants.

Non-CDBG Funds: $0

12. Describe and calculate Leveraging: Describe and attach supporting documentation including letter(s) of commitment, resolutions, minutes of meetings, etc., showing specific resources the applicant will commit to the project as identified in columns 2 and 3 of the Budget Table on page 8 **original blank application**. Include and identify in-kind contributions, sweat equity and other resources.

There will be no leveraging for this Program.

a. Provide documentation as an attachment and summarize below.

1. For economic development projects, the value of the jobs produced in the previous year can be used as leverage. Documentation must be provided showing name of business, job title and salary.

N/A

2. For housing development projects, anticipated mortgage financing will be considered as in-kind contribution.

N/A

b. Instructions on calculating leveraging

Leveraging will be computed by taking into account the total dollar cost of the entire project including in-kind contribution.

Percent Leveraging = Total Non-CDBG Funds $ X 100

Total CDBG $

In computing Total Cost of the project, funding from all sources for the project must be added. This includes Federal funds, State funds, contributions, private sector financing, in-kind contributions, etc.

In-Kind Contributions are non-cash items. Non-cash items are contributions to the project, e.g., labor, office space, use of equipment, etc that do not involve cash payments by the entity. However, a dollar value must be provided for in-kind contributions and that value must be added to the cost of the project. In-kind contributions must be accounted for and included in the financial audit of the funded entity.

Calculations: N/A

13. The project generally reflects adopted plans, goals, objectives and policies.

a. Project consistent with Broward County Consolidated Plan: Please indicate which one of the County's three primary priorities your project addresses

[X] Housing

[ ] Capital

[ ] Public Service

13. b Only applicable to Capital and Housing Projects

b. Please provide floodplain map with target location designated.

13. c & d Only applicable to development/redevelopment and economic development

c. Project Consistent with Local Government Plans and Zoning: Project letters from municipality or County government in which the project will occur, stating consistency with county or municipal adopted comprehensive plans.

The City's Purchase Assistance Program is consistent with the City's adopted comprehensive plan to provide quality services to the entire community and its residents.

See Exhibit - Flood Map

d. Plat Approval: Does your project require platting, or a plat note amendment? If the project requires platting, projects will only be considered only if the platting hearing has occurred and it is in the plat recording process.

Yes [ ] Attach platting documentation, include the timeline for recording of the platting process

No [X] Provide Plat Name, Plat Book Number and Plat Page Number

State and Regional Policy Plans: **The Florida State Comprehensive Plan** provides long-range policy guidance for the orderly social, economic, and physical growth of the state. **The Strategic Regional Policy Plan for South Florida** specifically addresses housing and economic development.

d. Is project a permitted use in the zoning text regulations for the zoning district designated for the project site?

Yes [X] Attach municipal or County verification of zoning and adopted future land use plan designation for the site.
No [ ] plan of action to achieve zoning district change.

14. Real Property and Relocation Policy: Complete this section when displacement of families or businesses is required.

a. Real property: Does the proposed project require the acquisition, subordination or leasing of real property?

Yes [ ] Provide a legal description, street address and the property owner's name. ***Consult with Broward County Housing Finance Division staff before acquiring real property in order to follow Uniform Relocation Act (URA) Procedures.***

No [X] No property is to be acquired

* If the proposed project is subject to subordination, the County's subordination policy must be followed.

b. Relocation: Does the proposed project necessitate the relocation of homeowners, tenants, or commercial establishments.

Yes [ ]

No [X]

If you answered "yes" above, please outline the proposed relocation plan and show source of funds on Pages 8 and 9 **original blank application** for the budget table and budget narrative (Must conform to the URA).

15. Citizen Participation: Complete this section for citizen participation documentation. How did the citizens in your jurisdiction participate in the selection of this project?

Public Hearing

Per Broward County's HUD approved Limited English Proficiency (LEP) all public notices and published citizen participation advertisements will include a statement in Spanish that services and program materials are available in Spanish upon request. A link to the County's Four-Factor Analysis for Limited English Proficiency can be found at: https://www.broward.org/Housing/Documents/Four%20Factor%20Analysis%20and%20LAP-ADA.pdf

a. A copy of the resolution from the governing body giving authorization to submit proposal(s) with name and title of official designated to sign application.

b. Copies of meeting or hearing notices which verify efforts to invite citizen input (to include points of distribution) and pertinent information from the municipality reflecting inclusion of citizen input in final decisions. Documentation includes a copy of the certified proof of advertising of the public hearing held by the governing body.

c. Verification of other efforts which provide information to citizens, i.e., workshop notices, attendance records, sunshine ads, civic association meetings.

16. Certification: Please complete the certification below:

If this application is approved for funding, the organization agrees to comply with all required Federal, state and local laws and regulations. The organization confirms that it is fully capable of fulfilling the obligations as stated in this proposal and in any attachments or documents included with this application. Current municipalities with a substantial amount of *unobligated funds remaining (30% of annual award, subject to change at the discretion of the director), as of March 2024, without adequate justification, may not be considered for funding, or may receive a reduced award amount in FY 2024

Conflict of Interest (24 CFR 570.611; 24 CFR 85.36; and 24 CFR 84.42)
The following conflict of interest provisions are applicable to activities carried out with CDBG funding. They are located at 24 CFR 84.42 – Codes of Conduct, 85.36 – Procurement, 24 CFR 570.611(a)(1) – Conflict of Interest – Applicability and 24 CFR 570.611(a)(2) – Conflict of Interest – Conflicts prohibited. These provisions cover situations not covered by parts 84 and 85.

As a duly authorized representative of this organization, I submit this application to the Broward County Housing Finance Division and verify that the information herein is true, accurate and complete.

PENALTY FOR FALSE OR FRAUDULENT STATEMENT: U.S. Code Title 18, Section 1001, provides that a fine or imprisonment for a period not to exceed 5 years, or both, shall be the penalty for falsifying, concealing, or covering up by any trick, scheme, or device a material fact; making any materially false, fictitious, or fraudulent statement or representation; or making or using any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry .

Name of Organization: CITY OF COOPER CITY

Type of Organization: MUNICIPAL [X] Municipal

_____ _____ _____
(Signature) (Title) (Date)

STATE OF FLORIDA_____
COUNTY OFBROWARD_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ (Name of individual signing) who, after first being sworn by me, affixed his/her signature in the space provided above on the _____ day of _____, 20__.

Personally Known _____ OR Produced Identification _____

Type of Identification Produced_____

_____

NOTARY PUBLIC, State of Florida

My commission expires _____.

*****Unobligated meaning not under agreement/contract (For example must be under contract and construction commenced in a capital/infrastructure project, or homeowner agreement executed with contractor for rehabilitation, etc.).

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS
URBAN COUNTY MUNICIPALITIES CDBG APPLICATION

Complete the following sections. **Submit one form for each project.** Attach additional pages as needed.
Applications must be single sided; double sided applications will be returned
A complete submission shall include an original signature application, two hard copies and a digital copy on a flash drive

DEADLINE: ON OR BEFORE NOON, MONDAY, April 22, 2024

COMMUNITY DEVELOPMENT GRANT PROJECT SUMMARY

Category	Budget
Cash	
In-Kind	$15,000
Other Grants	
CDBG	$15,000
TOTAL	$30,000

PROGRAM ACTIVITIES: Select only one category per application		NATIONAL OBJECTIVE Select only one category per application	
Public Service (15% Cap)	(X)	Limited Clientele	(X)
Capital Improvement	( )	Limited Clientele	( )
Capital Improvement	( )	Area Benefit	( )
Housing	( )	Low/Mod Housing (LMH)	( )
Capital Improvement	( )	Area Benefit	( )
Economic Development	( )	Low/Mod Jobs (LMJ)	( )

Continuing Project: **Yes** (X)
New Project: **Yes** ( )

UNIQUE ENTITY IDENTIFIER: E3JMWK8PBN16 (The Unique Entity ID is **the official identifier for doing business with the U.S. Government as of April 4, 2022**. Entities registering in SAM.gov are assigned a Unique Entity ID as a part of the registration process. Entity uniqueness continues to be validated by an entity validation service)

Applicant completes the following items.

1. **Applicant Organization Name:** City of Cooper City

   Address: 9000 Sw 50th place Cooper City, Florida 33328

   Telephone #: (954) 434-4300 **FAX #:**

2. **Contact Person:** Stacie Weiss/ Anthony Valeo
   Title: Parks and Recreation Director/ Parks and Recreation Coordinator
   Street Address: 9000 Sw 50th place Cooper City, Florida 33328

   E-MAIL Address: sweiss@coopercity.gov or avaleo@coopercity.gov
   Telephone #: (954)-434-4300 **FAX #:**

3. **Project Name:** Senior Transportation Program

4. **CDBG Funds Requested ($15,000 Minimum Request): $**$15,000

Application Certification

5. General Provisions:

- Broward County reserves the right to reallocate funds from Municipalities with unexpended funds from multiple fiscal years.
- Current municipalities with a substantial amount of unobligated* funds remaining (30% of annual award, subject to change at the discretion of the director), as of March 2024, without adequate justification, may not be considered for funding, or may receive a reduced award amount in FY 2024.
- Once a project is submitted it cannot be substantially changed without documentation and approval by Broward County Housing Finance Division. The submission of documentation alone does not guarantee approval.
- Projects must be feasible and comply with one of the HUD required National Objectives, please refer to 24 CFR 208. Unless previously discussed with staff, all projects should be designed to primarily benefit low to moderate income residents.
- Projects should be near shovel ready or bid process status at time of application submittal, design and/or specifications should be completed by agreement execution (approximately 6 months after application submittal).
- Applications requesting funding for designs/studies, as per 24 CFR 570.201, do not meet a National Objective. They qualify only if done in conjunction with a(n) infrastructure/capital project. Subsequently, once design is complete, the infrastructure/capital project must be completed within 12 to 24 months.
- Multi-funded projects must have non-CDBG funding secured before application submittal. **All** funding sources must be reflected in the Budget.
- Projects requiring maps, Census data (must include Year), construction plans, etc. must be included with the application. The most recent Census data can be found at https://bcgis.maps.arcgis.com/apps/webappviewer/index.html?id=3e0d01ef6a76421bbee7ab43d150997d
- If the project involves Housing Rehabilitation or Purchase Assistance, the City must follow the County's housing policies and lender guidelines.
- The Citizen Participation section is not optional, all cities must abide by the County's Citizen Participation plan which requires advertising to notify the public of a required Public Hearing to include discussion of the application. All backup, including proof of advertisement and any minutes from the public hearing must be attached to this application. A link to the County's Four-Factor Analysis for Limited English Proficiency can be found at: https://www.broward.org/Housing/Documents/Four%20Factor%20Analysis%20and%20LAP-ADA.pdf
- Public Service projects should include but not be limited to recreation programs, education programs, public safety services, etc. Please keep in mind, entertainment is **not** eligible. For questions, please contact HFD.
- The County has the right to refuse or reject any/all projects.
- City shall disclose to County any and all third-party funding, whether public or private, for the Project. No CDBG Funds shall be used to supplant existing third-party funding
- All information included above **must be submitted on or before noon (12 p.m.), Monday, April 22, 2024**, Broward County Housing Finance Division will not ensure approval of non or late submittals.

Signature:_____ Date:_____

By signing, you are stating that you have read and understood these provisions and agree to the County's authority to enforce them.

*Unobligated meaning not under agreement/contract (For example must be under contract and construction commenced in a capital/infrastructure project, or homeowner agreement executed with contractor for rehabilitation, etc.).

6. Project Goals: Provide specific project goals and quantifiable objectives. Quantifiable objectives should specifically state who, what, where and how many. The scope of services must include activities involved in implementing the project. Project continuation and maintenance relates to the whether or not this will be an ongoing activity after funding ends.

a. Project Goals and Quantifiable Objectives:

Please note that HUD requires CDBG funds must benefit low/moderate income persons. Only pick one of the four objectives listed below. Describe how goals and objectives will either:

1). benefit low-income persons
2). provide an area benefit:
3). eliminate or prevent slums and blighted conditions, or
4). impact a problem or need of particular urgency.

The City's Senior Transportation is designed to provide free transportation to senior citizens and will serve a limited clientele of the population. Senior citizens are presumed to be low income, but still must register to utilize the City's program. Riders are transportated to and from doctors/dentist office, government agencies, and shopping. The City will assist approximately 40 seniors (unduplicated) and make approximately 1,200 trips. The program will benefit low income seniors.

b. Detailed Scope of Services: The scope of services should explain exactly what will be accomplished with the funds requested. (for example: square feet, linear feet, unduplicated persons, etc.)

CDBG funding will support staff to drive the bus and coordinate the senior transportation registration.

c. Project Continuation and Maintenance: Indicate what organization is responsible for maintenance of the project after completion. (Attach letters or verification).

The City of Cooper City is a Manager/Commission form of government by Charter. The City Manager is charged with proviing departments to serve the community with various services. The Parks and Recreation Department will be responsible for the maintenance of the project files after yearly project completion.

d. Program Design: How do you plan to achieve the goals identified above? Please be clear and specific. Please attach separately, if necessary. Required for housing or public service activities.

For housing activities/projects, please provide details to include the types of assistance provided, affordability period, recapture terms etc. These terms and provisions must be consistent with Broward County's Consolidated/Action Plan and Broward County Housing Finance Division (HFD) Policies and Procedures.

See Exhbit B - Program Design.

7. Applicant's Management Capability: Briefly describe the capacity of your municipality to undertake the proposed project. Discuss prior experience in the administration of Federal funds and list existing funding agreements.

The City has received grants from the Florida Department of Community Affairs and the Florida Department of Natural Resources in order to provide the development of recreation land and development of those properties for recreation services purposes. In addition, the City received the Florida Recreation Development Assistance Program (FRDAP) and the Broward County Challenge Grant.

The City's use of CDBG for public service activities has involved the purchase of a bus for the Seniors, purchasing equipment for the Community Center, and supporting the salary for a bus driver in the City's Sneior Transportation Program

a. Experience - Discuss experience in the administration of Federal funds and general management capacity, include other Broward County funded programs and provide a list of CDBG Projects below

The City has received grants from the Florida Department of Community Affairs and the Florida Department of Natural Resources in order to provide the development of recreation land and development of those properties for recreation services purposes. In addition, the City received the Florida Recreation Development Assistance Program (FRDAP) and the Broward County Challenge Grant

b. Does the municipality intend to utilize an outside vendor/contractor to provide the direct service delivery for any of the activities listed?

The City will run the program in house with City Staff.

If yes, please provide a detailed method of the procurement method used. **Attach Procurement Policy**

N/A

c. Monitoring – How does the municipality ensure compliance with regulatory and statutory requirements? And third-party vendors/contractors?

After executing a contract with Broward County, the City of Cooper City ensures compliance with all program regulations for all funding sources (CDBG). Broward County Broward

County Housing Finance Division Municipal Application 49th Program Year 3 includesprogram requirements in all contractual agreements, and will provide technical assistance, one-on-one as needed. On-site monitoring visits will occur at least once during the term of the contract prior to close-out. The City of Cooper City will maintain records (including books, documentation and other evidence) pertaining to the costs of carrying out their activity to the extent of detail that will adequately reflect net costs, direct and indirect labor, materials, equipment, supplies/ services, and other expenses. Authorized representatives of the City or Broward County shall have access to the City program records at reasonable times of the business day for inspection, audit or reproduction. The City will make these records available throughout the program year and four years after it expires.

1. Please provide municipalities' monitoring process/monitoring policy and procedures (Attachment A)

d. Non – housing activities – How does the municipality ensure compliance with scope of work, budgetary items, procurement, programmatic compliance etc.?

The County will contact the City of Cooper City to arrange for monitoring. Program and fiscal monitoring may or may not be scheduled concurrently. The City of Cooper City will be monitored once annually. In some cases, it may be necessary to perform follow up monitoring visit. The City of Cooper City will be informed as to the initial records to be reviewed. These records should be collected and available at the working space set up for the monitor, and should be in an understandable format.

e. Housing activities: How does the municipality track the properties, beneficiary data, HQS/Property Standards (if applicable) and ensure compliance with affordability restrictions?

N/A

f. Provide a list of current CDBG projects, including the most recent 3 years, funding amount, current status, extensions needed, etc. **If you have CDBG funds available prior to 2021, you must add the additional years and status as an additional attachment.**

2023 Project

Project Name	Senior Transportation Program	**Initial Funding Amount**	$15,000

Contract Period	October 1, 2023 - September 30, 2024	**Number of Extensions Needed and Dates**	N/A
Current Status of Program Including Completion Date	In Progress	**Current Balance of Program Funds**	$15,000

2022 Project

Project Name	Senior Transportation Program	**Initial Funding Amount**	$15,000
Contract Period	October 1, 2022 - Septemeber 30, 2023	**Number of Extensions Needed and Dates**	N/A
Current Status of Program Including Completion Date	In Progress	**Current Balance of Program Funds**	Completed

2021 Project

Project Name	Senior Transportation Program	**Initial Funding Amount**	$18,000
Contract Period	October 1, 2020 - September 30,2021	**Number of Extensions Needed and Dates**	N/A
Current Status of Program Including Completion Date	Project Completed	**Current Balance of Program Funds**	$0

* Due to CDBG timeliness requirements, municipalities with large balances and/or funds prior to FY 2022 may not be funded.

8. Description: Describe the outcome(s) of the project. Description is to include timeframe for start-up and completion, street location of the service and census tract(s)(Including Year). Describe the service area.

This program will support the provision of free transportation services to seniors residing in the City of Cooper City. CDBG Funds shall be used to support the salary and fringe benefits for one (1) part-time staff person to drive the bus and coordinate registration for the senior transporation services. Senior riders shall be transported to and from doctors/dentist offices, governmental

agencies, and shopping centers. A limited clientele within the City of Cooper City shall be served by providing senior transportation services for approximately forty (40) unduplicated persons, representing approximately 1,200.

a. Project Description: Capital improvements should state anticipated linear feet of project or number and description of public facilities. **Projects should be near shovel ready or bid process status at time of application submittal, design and/or specifications should be completed by agreement execution (approximately 6 months after application submittal). All design plans should be completed by Agreement execution.** Public service projects should specifically state number of clients per year. Housing development or rehabilitation should state number of housing units. Economic development projects should state number of businesses to be assisted, jobs created and describe loans available. Both Rehabilitation and New Housing Construction should comply with Energy Star Requirements.

N/A

b. Time Frame: What is the time frame for start-up and completion after notification of funding award? Indicate what funding commitment is required to provide for timely project start-up. **Timeline should be a detailed process with measurable outcomes.**

The project will start upon signature of Agreement from Broward - October 1, 2024 and completion is schedule for September 30, 2025

c. *Street address / Location: Attach legible map identifying both census tracts (including year of data) project location and boundaries. Also provide a street address or a description of the location when site acquisition is involved. Provide current **Phase 1 – Environmental Site Assessment and NEPA Environmental Assessment Checklist** for Capital, New Construction and Economic Development activities that were done within 6 months of application for funding.

Activity Exempt

d. **Census Tract(s) and Block Groups: Consult census maps for the census tract location of this project. **Area benefit projects must serve 51% low- to very low-income persons.**

This program is designed for low/moderate income seniors. See Exhibity C Map and Exhibit G - Income Limits.

*Applications without the above referenced attachments **will not be accepted.**
**Provide backup material used to determine eligibility, including year of census data.

9. Proposed activities located in a Community Redevelopment Area (CRA), must provide a current copy of the area's Redevelopment Plan and map in order to be considered eligible under a HUD Slum/Blight designation. The following information must be provided at the time of application:

    a. Percentage of Deteriorated buildings
    b. Year area designated Slum/Blight
    c. Description of Slum/Blight area

    N/A

10. Budget Table Instructions: Complete the following Budget Table and provide the requested information on the matching share of resources committed to the project. Please include program funding and in-kind matches from **all** sources.

    a. Budget Table: For each expenditure category, (Personnel, Benefits, Travel, Equipment, Supplies, etc) enter the proposed amount necessary for that category. Please list these amounts according to the appropriate funding source as shown in the shaded area.

*** Please keep in mind that HUD regulations, 2 CFR 225, Appendix B, (8)(h), state that percentages should not be used to determine salaries for direct service delivery.**
**** Projects where direct service delivery costs apply detailed timesheets must be provided**

Existing funds for program activities may not replace, also known as supplanting, nonfederal funds that have been appropriated for the same purpose. Supplanting occurs when a state, or local government reduces state or local funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity. In addition, federal funding may not replace state or local funding that is required by law.

Category	(1) CDBG	(2) Non CDBG	(3) Non CDBG	
***Personnel**	$10,275			$10,275
Benefits	$4,725			$4,725
Travel				
Training				
Equipment				
Supplies				
***Contractual with outside Agencies or Vendors**				
Construction (contractors, subcontractors, etc.)				
****Other**			$15,000	$15,000
Totals	$15,000		$15,000	$30,000

* Only available for direct service delivery. (detailed timesheets **must** be provided)
** Category must be explained with detail in the budget narrative.

11. Budget Narrative Instructions: The budget narrative statement should provide a detailed explanation and justification for each cost category shown in the Budget Table on page 8 of the **original blank application**. The budget narrative should identify non-CDBG resources (leveraging) to be utilized in financing the project, including mortgages or construction financing for the project. Also, specify the costs for which CDBG funding is being requested and the costs to be covered by non-CDBG resources. Additional pages can be added, if necessary.

Personnel and Benefits (Adult Program Specialist and p/t Adult Program Aide)= $15,000 -Other Category includes the cost of the City's Contribution = $15,000, City's match will include space in which the Senior Bus Center operates in the Cooper City Community Center, fuel and maintenance of the buses. See Exhibit F- City Match Letter

12. Describe and calculate Leveraging: Describe and attach supporting documentation including letter(s) of commitment, resolutions, minutes of meetings, etc., showing specific resources the applicant will commit to the project as identified in columns 2 and 3 of the Budget Table on page 8 **original blank application**. Include and identify in-kind contributions, sweat equity and other resources.

A. Personnel and Benefits (Adult Program Specialist and p/t Adult Program Aide)= $15,000 B. Other Category includes the cost of the City's Contribution = $15,000. City's match will include space in which the Senior Bus Center operates in the Cooper City Community Center, fuel and maintenance of the buses

a. Provide documentation as an attachment and summarize below.

1. For economic development projects, the value of the jobs produced in the previous year can be used as leverage. Documentation must be provided showing name of business, job title and salary.

N/A

2. For housing development projects, anticipated mortgage financing will be considered as in-kind contribution.

N/A

b. Instructions on calculating leveraging

Leveraging will be computed by taking into account the total dollar cost of the entire project including in-kind contribution.

Percent Leveraging = Total Non-CDBG Funds $ X 100

Total CDBG $

In computing Total Cost of the project, funding from all sources for the project must be added. This includes Federal funds, State funds, contributions, private sector financing, in-kind contributions, etc.

In-Kind Contributions are non-cash items. Non-cash items are contributions to the project, e.g., labor, office space, use of equipment, etc that do not involve cash payments by the entity. However, a dollar value must be provided for in-kind contributions and that value must be added to the cost of the project. In-kind contributions must be accounted for and included in the financial audit of the funded entity.

Calculations: Percent Leveraging = total Non- CDBG Funds $ X 100 Total CDBG: $15,000

13. <u>The project generally reflects adopted plans, goals, objectives and policies.</u>

a. Project consistent with Broward County Consolidated Plan: Please indicate which one of the County's three primary priorities your project addresses

[ ] Housing

[ ] Capital

[X] Public Service

13. b Only applicable to Capital and Housing Projects

b. Please provide floodplain map with target location designated.

13. c & d Only applicable to development/redevelopment and economic development

c. Project Consistent with Local Government Plans and Zoning: Project letters from municipality or County government in which the project will occur, stating consistency with county or municipal adopted comprehensive plans.

d. Plat Approval: Does your project require platting, or a plat note amendment?

If the project requires platting, projects will only be considered only if the platting hearing has occurred and it is in the plat recording process.

Yes [ ] Attach platting documentation, include the timeline for recording of the platting process

No [X] Provide Plat Name, Plat Book Number and Plat Page Number

State and Regional Policy Plans: **The Florida State Comprehensive Plan** provides long-range policy guidance for the orderly social, economic, and physical growth of the state. **The Strategic Regional Policy Plan for South Florida** specifically addresses housing and economic development.

d. Is project a permitted use in the zoning text regulations for the zoning district designated for the project site?

Yes [ ] Attach municipal or County verification of zoning and adopted future land use plan designation for the site.
No [X] plan of action to achieve zoning district change.

14. Real Property and Relocation Policy: Complete this section when displacement of families or businesses is required.

a. Real property: Does the proposed project require the acquisition, subordination or leasing of real property?

Yes [ ] Provide a legal description, street address and the property owner's name. ***Consult with Broward County Housing Finance Division staff before acquiring real property in order to follow Uniform Relocation Act (URA) Procedures.***

No [X] No property is to be acquired

* If the proposed project is subject to subordination, the County's subordination policy must be followed.

b. Relocation: Does the proposed project necessitate the relocation of homeowners, tenants, or commercial establishments.

Yes [ ]

No [X]

If you answered "yes" above, please outline the proposed relocation plan and show source of funds on Pages 8 and 9 **original blank application** for the budget table and budget narrative (Must conform to the URA).

15. Citizen Participation: Complete this section for citizen participation documentation. How did the citizens in your jurisdiction participate in the selection of this project?

N/A

Per Broward County's HUD approved Limited English Proficiency (LEP) all public notices and published citizen participation advertisements will include a statement in Spanish that services and program materials are available in Spanish upon request. A link to the County's Four-Factor Analysis for Limited English Proficiency can be found at: https://www.broward.org/Housing/Documents/Four%20Factor%20Analysis%20and%20LAP-ADA.pdf

a. A copy of the resolution from the governing body giving authorization to submit proposal(s) with name and title of official designated to sign application.

b. Copies of meeting or hearing notices which verify efforts to invite citizen input (to include points of distribution) and pertinent information from the municipality reflecting inclusion of citizen input in final decisions. Documentation includes a copy of the certified proof of advertising of the public hearing held by the governing body.

c. Verification of other efforts which provide information to citizens, i.e., workshop notices, attendance records, sunshine ads, civic association meetings.

16. Certification: Please complete the certification below:

If this application is approved for funding, the organization agrees to comply with all required Federal, state and local laws and regulations. The organization confirms that it is fully capable of fulfilling the obligations as stated in this proposal and in any attachments or documents included with this application. Current municipalities with a substantial amount of *unobligated funds remaining (30% of annual award, subject to change at the discretion of the director), as of March 2024, without adequate justification, may not be considered for funding, or may receive a reduced award amount in FY 2024

Conflict of Interest (24 CFR 570.611; 24 CFR 85.36; and 24 CFR 84.42)
The following conflict of interest provisions are applicable to activities carried out with CDBG funding. They are located at 24 CFR 84.42 – Codes of Conduct, 85.36 – Procurement, 24 CFR 570.611(a)(1) – Conflict of Interest – Applicability and 24 CFR 570.611(a)(2) – Conflict of Interest – Conflicts prohibited. These provisions cover situations not covered by parts 84 and 85.

As a duly authorized representative of this organization, I submit this application to the Broward County Housing Finance Division and verify that the information herein is true, accurate and complete.

PENALTY FOR FALSE OR FRAUDULENT STATEMENT: U.S. Code Title 18, Section 1001, provides that a fine or imprisonment for a period not to exceed 5 years, or both, shall be the penalty for falsifying, concealing, or covering up by any trick, scheme, or device a material fact; making any materially false, fictitious, or fraudulent statement or representation; or making or using any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry .

Name of Organization: CITY OF COOPER CITY

Type of Organization: MUNICIPAL [x] Municipal

_____ _____ _____
(Signature) (Title) (Date)

STATE OF _____
COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ (Name of individual signing) who, after first being sworn by me, affixed his/her signature in the space provided above on the _____ day of _____, 20__.

Personally Known _____ OR Produced Identification _____

Type of Identification Produced_____

_____
NOTARY PUBLIC, State of Florida

My commission expires _____.

*Unobligated meaning not under agreement/contract (For example must be under contract and construction commenced in a capital/infrastructure project, or homeowner agreement executed with contractor for rehabilitation, etc.).

EXHIBIT B

Program Design

Ryan C. Shrouder, Commissioner
Jeremy Katzman, Commissioner
Lisa Mallozzi, Commissioner
Ryan Eggleston, City Manager

PROGRAM DESIGN

The City of Cooper City

Purchase Assistance Program & Minor Home Repair

Program Design - CDBG 50th Year

Program Summary
The Purchase Assistance Program for the City of Cooper City ("City") is designed to assist with the preservation of the existing housing stock by facilitating homeownership opportunities for low to moderate income families. The Purchase Assistance Program will be available to provide purchase assistance for eligible purchases of properties with Cooper City for down payment and closing cost assistance for low to moderate income first time homebuyers. The Program will assist in the City's efforts to stabilize its neighborhoods and create more affordable housing.

The Minor Home Repair program is designed to provide repair assistance to low and moderate income single-family homeowners whose homes are in need of repair. Eligible costs include labor and components of existing structures. The repairs will be limited to corrective action that will eliminate conditions in and around the home that pose a threat to the health, safety, and welfare of the household occupants.

Program implementation Overview
Broward County or City consultant will be administering the City's Purchase Assistance and Minor Home Repair Program. The County or City consultant will be responsible for the implementation of the City's Purchase Assistance and Minor Home Repair Program.

Program Marketing
The City will be responsible for assisting with the marketing of the programs through one or more of the following: advertisement on the City website; in the City Newsletter; or on the City social media outlets.

Greg Ross, Mayor
Ryan C. Shrouder, Commissioner
Jeremy Katzman, Commissioner
Lisa Mallozzi, Commissioner
Ryan Eggleston, City Manager

PROGRAM DESIGN

The City of Cooper City

Senior Transportation Services

Program Design - CDBG 50th Year

Program Summary
The City of Cooper City's Senior Transportation services ("Program") is designed to provide a limited clientele, senior citizens of Cooper City, with an alternative mode of transportation for carrying out everyday activities. At no cost, senior riders are transported to and from the doctor, dentist, governmental agencies, and shopping facilities. The program is available on Tuesdays, Wednesdays and Thursdays, but the schedule is subject to change.

Program lmplementation Overview
The Senior Transportation services are implemented by the City of Cooper City Parks & Recreation Department. The Program has a Parks & Recreation Van/Bus staff whose responsibilities include: registering prospective eligible seniors, scheduling weekly transportation requests, preparation and submittal of monthly transportation ridership reports to include'participant race/ethnicity, participant income eligibility, and vehicle fuel usage. The Parks & Recreation Van/Bus staff also serves as the lead driver for all scheduled shopping trips and appointments. Additional staff is utilized as drivers when necessary.

Recipient Selection Criteria

The Senior Transportation Services program is implemented from the Cooper City Community Center. The Program is made available to all eligible seniors, 62 and older, who reside in Cooper City. Personal identification, to verify age and address of program participants, is kept on file.

Program Marketing

The Program is marketed through one or more of the following media outlets: news advertisement, City's website newsletter, social media sites, as well as on-site fliers.

lncome Categories to be Served - National Objective

Specifically, seniors who are 62 years or older are considered limited clientele. Per CDBG federal regulations, seniors are presumed to be low-to-moderate income.

Applicant Processing and Verification

The seniors register at the City's Parks & Recreation Adult Program Office located at the Cooper City Community Center.

Payment Disbursement

Timesheets and a summary of expenses incurred through the Senior Transportation Services Program are maintained by the City. These funds are documented in the Program's Monthly/Quarterly report and the portion of the Project that is to be reimbursed to the City through CDBG funding is documented in a monthly pay request.

EXHIBIT C

Maps

X zone outside .2%
X zone .2%
AH zone
AE Zone / Water
Town of Davie
Town of Davie
Town of Davie
Town of Davie
OFFICIAL MAP OF THE
CITY OF COOPER CITY
N
FILE NAME: C:\PLANNING\ADDRESS.DGN
This map shall not be reproduced in any form except by the express written consent of the City of Cooper City.

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The **community map repository** should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations** (BFEs) and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations (BFEs) shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations table in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4, "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in preparation of this map was Transverse Mercator State Plane Florida East FIPS 0901. The **horizontal datum** was NAD83 HARN, GRS1980 spheroid. Differences in datum, spheroid, projection or State Plane zones used in production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at http://www.ngs.noaa.gov/ or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, N/NGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at **(301) 713-3242** or visit its website at http://www.ngs.noaa.gov/.

Base map information shown on this FIRM was provided in digital format by Broward County. The original orthophographic base imagery was provided in color with a one-foot pixel resolution at a scale of 1" = 300' from photography flown in 2008.

This map reflects more **detailed** and up-to-date **stream channel configurations** than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

For information and questions about this map, available products associated with this FIRM including historic versions of this FIRM, how to order products, or the National Flood Insurance Program in general, please call the **FEMA Map Information eXchange** at 1-877-FEMA MAP (1-877-336-2627) or visit the FEMA Map Service Center website at http://msc.fema.gov. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the website. Users may determine the current map date for each FIRM panel by visiting the FEMA Map Service Center website or by calling the FEMA Map Information eXchange.

The "**profile base lines**" depicted on this map represent the hydraulic modeling baselines that match the flood profiles in the FIS report. As a result of improved topographic data, the profile base line, in some cases, may deviate significantly from the channel centerline or appear outside the SFHA.

Town of Davie 120035
Town of Davie 120035
ZONE AE (EL 6)
ZONE AH (EL 5)
ZONE AE (EL 5)
ZONE AE (EL 4)
ZONE AE (EL 7)
JOINS PANEL 0535
JOINS PANEL 0541
JOINS PANEL 0561
JOINS PANEL 0710
SW 109TH TER
SW 36TH ST
NW 36TH ST
NW 41ST ST
NW 24TH CT
NW 24TH PL
NW 24TH TER
NW 24TH AVE
NW 33RD ST
NW 34TH AVE
NW 35TH AVE
NW 35TH TER
NW 37TH CT
NW 37TH TER
NW 38TH CT
NW 38TH TER
NW 39TH AVE
NW 39TH TER
NW 40TH AVE
NW 40TH TER
NW 41ST TER
NW 42ND AVE
NW 42ND TER
NW 43RD AVE
NW 43RD TER
NW 44TH AVE
NW 44TH TER
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OFFICIAL MAP OF THE CITY OF COOPER CITY

STATE OF FLORIDA - COUNTY OF BROWARD

CERTIFICATE OF APPROVAL

STATE OF FLORIDA
COUNTY OF BROWARD

THIS IS TO CERTIFY, THAT THE ABOVE AND FOREGOING MAP OF COOPER CITY, FLORIDA, WAS APPROVED BY THE CITY COMMISSION OF COOPER CITY, FLORIDA, AND SIGNED BY THE MAYOR AND CITY CLERK AND CAUSED TO BE ATTESTED TO BY THE SEAL OF THE PROPER OFFICIALS AND THE CORPORATE SEAL TO BE AFFIXED, THIS _____ DAY OF _____

ATTEST:

MAYOR

CITY CLERK

N

COOPER CITY ZONING DISTRICTS

RESIDENTIAL		COMMERCIAL	
R-1-A	SINGLE FAMILY	B-1	PLANNED NEIGHBORHOOD BUSINESS
R-1-B	SINGLE FAMILY	B-2	PLANNED COMMUNITY BUSINESS CENTER
R-1-C	SINGLE FAMILY	B-3	GENERAL BUSINESS
R-1-D	SINGLE FAMILY	C-1	SERVICE STATION
R-2	DUPLEX	C-2	VEHICLE SERVICE
R-3	MULTI FAMILY	I-1	LIGHT INDUSTRY
TH-1	TOWNHOUSE	OP	OFFICE PARK
R-4	MULTI FAMILY	PCD	PLANNED COMMERCIAL
RS-5	ONE FAMILY	P-1	PARKS & RECREATION
PRD	PLANNED RESIDENTIAL	U-1	PUBLIC UTILITY
PMUD	PLANNED MIXED USE	X-1	CIVIC
PUD	PLANNED UNIT DEVELOPMENT	M/I	MEDICAL/INSTITUTIONAL
E-1	RURAL ESTATE	A-1	AGRICULTURE
E-2	RURAL ESTATE		
E3	AGRICULTURAL ESTATE		

* *2-1-99 ZONING DISTRICT NAME CHANGE

FILE: ZONING2007.DGN
DATE: 05/27/08

COUNTY ZONING DISTRICTS WITHIN COOPER CITY BOUNDARIES

A-1*	AGRICULTURAL ESTATE
E-1*	1-ACRE ESTATE
E-2*	2-ACRE ESTATE
I-1*	INSTITUTIONAL AND EDUCATIONAL DISTRICT
RM-6*	MULTIPLE-FAMILY DWELLING DISTRICT
RS-4*/RS-6*	ONE-FAMILY DETACHE DWELLING DISTRICT
RE*	RURAL ESTATE

* INDICATES COUNTY ZONING CLASSIFICATION

ORD	NANCE	DATE	FROM	TO
1-2-84				
1-3-84				
1-4-84				
1-5-84				
1-6-84				

EXHIBIT D

Citizen Participation

Newspaper: Sun Sentinel - Broward
Issue Date: Fri, 03/15/24
Advertiser: City of Cooper City - City Clerk
Ad Number: 7600412-1
Meeting Date: 04/09/2024 Item #19.

History of the Miami Dolphins

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PUBLIC NOTICE
CITY OF COOPERCITY

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
50th PROGRAM YEAR PUBLIC HEARING

Effective October 01, 2024, the City of Cooper City's Community Development Block Grant program is scheduled to receive approximately $93,103.63 for Fiscal Year 2025. These funds will be used to undertake those activities that principally benefit low and moderate-income persons residing in the City of Cooper City, Florida. Interested citizens are invited to attend a Public Hearing where projects will be considered for inclusion in the City's application for the 50th Year Community Development Block Grant program funding.

Tuesday, March 19th, 2024 & Thursday, March 21st, 2024
05:30 P.M.
AUDITORIUM OF THE MUNICIPAL BUILDING
located at
9090 SW 50th Place
Cooper City, FL 33328

On Tuesday, April 09, 2024 at 6:30 P.M., the City of Cooper City Commission will meet to approve the application for the CDBG 50th program year in the Auditorium of the Municipal Building located at 9090 SW 50th Place, Cooper City Florida. Interested parties are encouraged to attend and participate. For additional information, please contact (954) 434-4300 Ext. 294 or via e-mail at cvega@coopercity.gov.

In accordance with the Americans with Disabilities Act and Florida Statutes 286.26, persons with disabilities needing special accommodations to participate in this hearing should contact the Office of the City Clerk at least 48 hours prior to the hearing at **(954) 434-4300** for assistance.

Tedra Allen
CITY CLERK

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Offer valid through 3/24/24.

Newspaper: Sun Sentinel - Broward Advertiser: cu00118548
Issue Date: Mon, 03/18/24 Ad Number: 7600416-1

Meeting Date: 04/09/2024 Item #19.

NEWS BRIEFING

Options considered as Niger leadership cuts military ties with US

From news services

DAKAR, Senegal — The United States on Sunday scrambled to assess the future of its counterterrorism operations in Africa's Sahel region after Niger's junta said it was ending its yearslong military cooperation with Washington following a visit by top U.S. officials.

The U.S. military has hundreds of troops at an airbase in northern Niger that deploys flights over the vast Sahel region — south of the Sahara — where jihadi groups linked to al-Qaida and Islamic State operate.

Top U.S. envoy Molly Phee returned to the capital, Niamey, this past week to meet with senior government officials, accompanied by Marine Gen. Michael Langley, head of the U.S. military's African Command. She also visited in December, while acting Deputy Secretary of State Victoria Nuland traveled to the country in August.

The State Department said Sunday in a post on X, formerly Twitter, that talks were frank and that it was in touch with the junta. It wasn't clear whether the U.S. has any leeway left to negotiate a deal to stay in the country.

Niger had been seen as one of the last nations in the restive region that Western nations could partner with to beat back growing jihadi insurgencies. The U.S. and France had more than 2,500 military personnel in the region until recently, and with other European countries had invested hundreds of millions of dollars in military assistance and training.

But that changed in July when mutinous soldiers ousted the country's democratically elected president and months later asked French forces to leave.

The U.S. military still had 650 personnel working in Niger in December, according to a White House report to Congress. The Niger base is used for manned and unmanned surveillance operations. In the Sahel, the U.S. also supports ground troops, including accompanying them on missions. However, such accompanied missions have been scaled back since U.S. troops were killed in a joint operation in Niger in 2017.

It's unclear what prompted the junta's decision to suspend military ties.

Cameron Hudson, who served with the Central Intelligence Agency and State Department in Africa, said the incident shows the diminution of U.S. leverage in the region and that Niger was angered by Washington's attempt to pressure the junta to steer clear of Russia, which has been offering security support to neighboring Mali and Burkina Faso, which have had two coups each since 2020.

Arrest in state cop's killing: A suspect in the shooting death of a New Mexico state police officer was captured Sunday by law enforcement officers based on a tip from a gas station clerk.

The Bernalillo County Sheriff's Office detained Jaremy Smith, 33, of Marion, South Carolina, in the southwestern reaches of Albuquerque after the clerk notified authorities of a man who fit Smith's description, Sheriff John Allen said at a brief news conference.

South Carolina authorities have identified Smith as a person of interest in the killing of a local paramedic whose stolen car was involved in Friday's fatal shooting of Officer Justin Hare along Interstate 40.

Allen said Smith was walking on the outskirts of a residential area and wounded by gunfire as officers pursued him on foot. He was taken to a hospital for treatment under police guard. No medical condition was given.

Allen and State Police Chief Troy Weisler did not discuss possible criminal charges and declined to provide further information. It is unclear whether Smith has a legal representative.

'Judge shopping' rule: Senate Republicans took aim last week at a new federal courts policy trying to curb "judge shopping," a practice that gained national attention in an abortion medication case.

The courts' policy calls for cases with national implications to get random judge assignments, even in smaller divisions where all cases filed locally go to one judge. In those single-judge divisions, critics say private or state attorneys can essentially pick which judge will hear their case, including suits that can affect the whole country.

The policy was adopted last week by the U.S. Judicial Conference, the governing body for federal courts. It is has 26 judges, 15 of them appointed by Republican presidents, and is presided over by Supreme Court Chief Justice John Roberts.

Senate Minority Leader Mitch McConnell spoke out against it on the Senate floor and joined with two other GOP senators to send letters to a dozen chief judges around the country suggesting that they don't have to follow it.

Interest groups of all kinds have long tried to file lawsuits before judges they see as friendly to their causes, but the practice got more attention after an unprecedented ruling halting approval of abortion medication.

That case was filed in Amarillo, Texas, where it was all but certain to go to a judge appointed by then-President Donald Trump who is a former attorney for a religious-liberty legal group that championed conservative causes. The Supreme Court eventually put the ruling on hold and will hear arguments on it this month.

Democrats, including Senate Majority Leader Chuck Schumer and Sen. Dick Durbin of Illinois, have applauded the policy change, with Schumer saying it would "go a long way to restoring public confidence in judicial rulings."

Kushner projects: Jared Kushner, the son-in-law of former President Donald Trump and a top adviser in the Trump administration, confirmed Friday that he is closing in on three major real estate deals in Albania and Serbia, the latest example of Trump's family doing business abroad even as he seeks to return to the White House.

Kushner's plans in the Balkans appear to have come about in part through relationships built while Trump was in office. Kushner, who was a senior White House official, said he had been working on the deals with Richard Grenell, who served briefly as acting director of national intelligence under Trump and as ambassador to Germany and special envoy to the Balkans.

Two projects involve land now controlled by the governments, meaning a deal would have to be finalized with foreign governments.

Kushner's participation would be through his investment firm, Affinity Partners, which was set up after his White House role and has $2 billion in funding from Saudi Arabia's Public Investment Fund, among other foreign investors.

In a statement, an official with Affinity Partners said it had not been determined whether the Saudi money might be a part of any project Kushner is considering in the Balkans.

"We are very excited," Kushner said in an interview. "We have not finalized these deals, so they might not happen, but we have been working hard and are pretty close."

New eruption in Iceland: Lava from a volcanic eruption crosses Grindavikurvegur, the road to Grindavik, Iceland, on Sunday. A volcanic system on the Reykjanes Peninsula in the southwest erupted late Saturday for the fourth time in three months. The coastal town of 3,800 people had been evacuated before the initial eruption in December. **MARCO DI MARCO/AP**

PUBLIC NOTICE
CITY OF COOPERCITY

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50th PROGRAM YEAR PUBLIC HEARING

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Tedra Allen
CITY CLERK

NOTICE OF PUBLIC HEARING – ORDINANCE ESTABLISHING WOODLANDS SECTION 9 COMMUNITY DEVELOPMENT DISTRICT

A Public Hearing will be held by the City Commission of the City of Tamarac, in City Hall, located at 7525 NW 88 Avenue, Tamarac, FL 33321, on April 10, 2024 at 7:00 P.M., or as soon thereafter as practical, to consider an ordinance to create Woodlands Section 9 Community Development District (CDD). The proposed CDD is bounded east of NW 64 Avenue, north of NW 44 Avenue, west of Rock Island Road and south of West Commercial Boulevard, in the City of Tamarac, Florida, as shown on the map below.

The proposed CDD is designed to provide a financing mechanism for community infrastructure, services, and facilities, along with operations and maintenance for the proposed CDD. The development plan for the lands within the CDD includes approximately 276.48+/- acres serving 335 single-family residential units, with associated roadway improvements, stormwater management system improvements, water distribution system, wastewater collection system and landscaping improvements.

Any and all interested parties may appear at the time and place specified or file written support for or object to the establishment of the CDD with the office of the City Clerk via email at Kimberly.dillon@tamarac.org or to the City Clerk's Office, 7525 NW 88 Avenue, Tamarac, FL 33321.

Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such hearing will need a record of the proceedings, and, for such purposes, 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 made.

In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 2 hours in advance of the scheduled emergency meeting, or as soon as you receive this notice. Requests can be directed via e-mail to ADA@Tamarac.org or via telephone to 954-597-3613; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

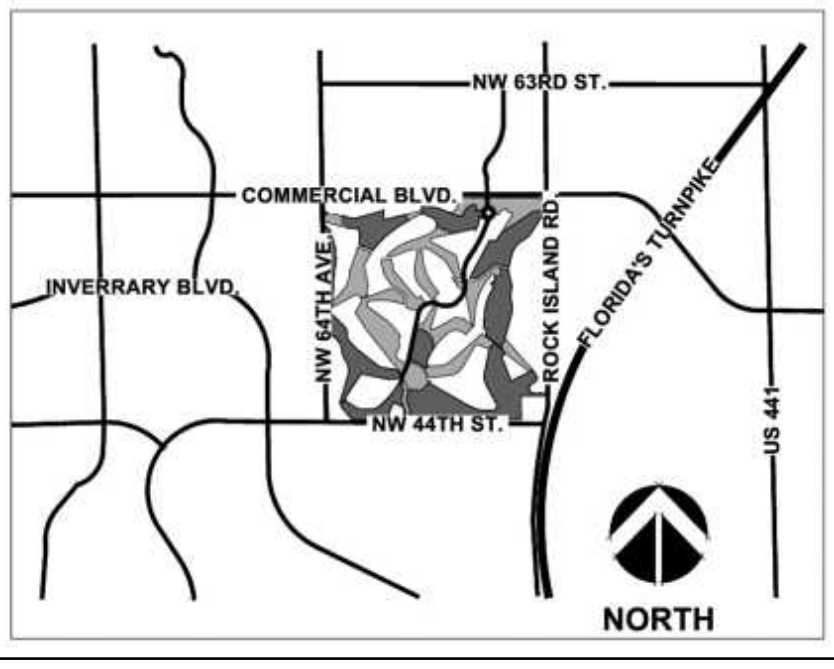

EXHIBIT E

Monitoring Process

Monitoring
Policy and Procedures
For
CDBG Programs

Individual Monitoring Strategy. Whether monitoring is conducted remotely or on-site, the development of an individual, written monitoring strategy is needed to define the scope and focus the monitoring efforts.

The individual monitoring strategy must be documented, timely and concise written documentation is an important tool for management use in assessing planned actions against accomplishments.

Pre-Monitoring Preparation. Broward County reviewers are responsible for being thoroughly familiar with the Federal program to be monitored and knowledgeable of the entity or entities to be monitored. Such comprehension is crucial for making the most of scarce time and resources and effectively determining compliance and accomplishments, especially given program complexities.

A. The City of Cooper City files must include:
   - Awarded application – project description
   - Grant Contract – sources/uses of funds

B. Activity Eligiblity:
   - Program amendment
   - Map revised activity locations
   - Records that demonstrate determinations made as condition for activity eligibility
     - Occupancy and use of facilities
     - Real property acquisition instruments
     - Purchase or rental instruments by public/non-profit/private
     - Professional service agreements

C. National Objective – City file must include:
   - Awarded application – national objective narrative
   - Grant Contract – national objective compliance
   - Amendments – change activity national objective

D. LMA-LMI area basis national objective---
   - Description/map service area boundaries and activity locations
   - Documentation income survey or US Census data matching service area.

E. LMC-LMI limited clientele national objective---
   - Description facility use and what clientele directly benefiting
   - Clientele benefiting, such as: elderly, severely handicapped, homeless
   - Total number of beneficiaries: proposed vs. actual
   - Brief description of architectural barrier; if for removal

Monitoring
Policy and Procedures
For
CDBG Programs

F. LMH-LMI households national objective---
- Owner occupied housing rehab
- Income characteristics of area
- Service area map along with land use characteristics
- Proposed units
- Actual units
- Method for determining household income verifications
- Method and records for applicants and beneficiaries

G. Program Progress
- The status of each activity compared to the projected status in the implementation schedule
- Whether activities are on schedule or substantially behind
- Recorded circumstances or reasons for any delays
- Has the project received/or need an extension

H. Environmental Review
- Project description of all activities
- Written finding
- Appropriate checklist(s)
- Public notice(s)
- RROF/Certification (if applicable)

I. Financial Management
- The City has a Financial Records Trail
  - Invoice and supporting documents
  - Internal controls
  - Approval of payment by board or authorized committee
  - Drawdown processed by the Clerk
  - Invoice matches amount requested for reimbursement
  - Deposit records (date deposited)
  - Payment records (date payment made)

J. Housing Rehabilitation
- Program Guidelines
- Client files with:
  - Income verifications (third party),
  - Closing documents,
  - Lead-based paint notifications,
  - Customer sign offs on work write ups and completed work
  - Non-select files and notification
  - Proper procurement process if hiring contractors directly
  - Contracts with required provisions

Monitoring
Policy and Procedures
For
CDBG Programs

The Department of Housing and Urban Development (HUD) requires monitoring of subrecipient agencies on an annual basis. Monitoring is a system to evaluate whether subrecipients are carrying out their CDBG program(s) in compliance with Department of Housing and Urban Development regulations, the contract terms, and conditions and policies of the City of Allen CDBG Office. Authority: Title I, Housing and Community Development Act of 1974, as amended (42 U.S.C. 5300-5320); sec. 7(d), Department of Housing and Urban Development Act. (42 U.S.C. 3535(d)). Monitoring is an ongoing process of reviewing performance using agency data to make judgments about the performance, and to assist in improving that performance. The contract compliance monitoring performed by the City is different from an annual audit. Monitoring is not an audit of the agency, but rather is focused on the "program" that is CDBG funded. N:\Planning\CDBG\Allen Programs\Public Service\2016-2017 (4/2016) 9 To meet HUD requirements, the City may conduct an on-site monitoring visit, or in certain instances, the City may conduct a "desktop" monitoring visit, whereby the agency is not visited, and their grant is monitored only by review of the information in City files.

EXHIBIT F

City Match Letter

Greg
Jeff G
Ryan C. Shrouder, Commissioner
Jeremy Katzman, Commissioner
Lisa Mallozzi, Commissioner
Ryan Eggleston, City Manager

March 28, 2024

Ms. Yvette Lopez
Broward County Housing Finance & Community Redevelopment Division
110 NE 3rd Street, 2nd Floor
Fort Lauderdale, FL 33301

RE: Community Development Block Grant Program (CDBG)
City Match – 50th Year Funding Cycle

Dear Ms. Lopez:

The project costs and matches for the proposed Cooper City grant application are as follows:

Purchase Assistance:	$39,051.815 – CDBG Grant
Minor Home Repair	$39,051.815– CDBG Grant
	No City Match
	$78,103.63 - Total
Public Service – Senior Transportation	$15,000 – CDBG Grant
	$15,000 – City Match
	$30,000 – Total

The City will submit the 50th Program Year Application for funding to Broward County on or before April 22 , 2024. Once the application is submitted and reviewed, the County will enter into an agreement with the City. The City will be eligible for funding on October 1, 2024 for fiscal year 2024-2025.

Please feel free to contact me with any questions regarding this matter.

Sincerely,

_____
Ryan Eggleston, City Manager

EXHIBIT G

Income Limits

Meeting Date: 04/09/2024 Item #19.

COOPER CITY

Housing And Community Development Assistance Programs

All funds are expended on a first-come, first-qualified basis. Other terms may apply and are subject to change without notice. This program is administered by Broward County on behalf of the City of Cooper City.

CONTACT
City of Cooper City Community Development Department
Carlos Vega, Community Development Director
cvega@coopercit.gov | 954-434-4300, extension 294

BROWARD COUNTY FLORIDA

EQUAL HOUSING OPPORTUNITY

CITY OF Cooper City Someplace Special

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2092

Cooper City Housing And Community Development Assistance Programs

Income Eligibility Chart

Household Size	1	2	3	4	5	6
Max Gross Annual Income	$ 49,950	$57,050	$64,200	$71,300	$77,050	$82,750

Down Payment Housing Assistance

Maximum Amount of Assistance (per household) is up to $40,000

The City of Cooper City, in partnership with Broward County Housing Finance and Community Redevelopment Division, offers down payment assistance to qualified persons wishing to purchase a home within the City of Cooper City.

Borrower Eligibility

Buyers' gross household income cannot exceed 80% of Broward County's area median income (AMI) as released by HUD on April 1, 2020. See income eligibility chart. Buyer must qualify and secure first mortgage financing which meets County lending guidelines.

- Buyer to pay at least 25% but no more than 38% of their gross income for housing expenses
- Total debt (housing debt plus other debt) cannot exceed 45% of gross income
- Buyer must contribute at least 3% of the purchase price (buyer contribution may include inspection costs, appraisal fees, other closing costs)
- Buyers may not have owned a residential property in the prior three years
- Buyer must use the purchased residence as their primary domicile for the loan term

Property Eligibility

- Single family, townhomes, villas or condominiums within the City of Cooper City
- Value must be determined by a licensed appraiser
- Lead based paint inspections required for all properties built prior to 1978
- Property must meet all applicable codes

Assistance Loan Terms

- Fifteen-year zero percent (0%) deferred payment loan
- Loan forgiven (mortgage released) after 15 years
- Payment due upon property sale, transfer or non-domicile use within 15-year term
- Assistance may be used for closing costs, down payment, loan and rate reductions, etc.
- Combined (first mortgage loan and assistance loan) cannot exceed 105%

Next Steps

- Contact a HUD approved housing counseling agency (Visit HUD.gov and select Florida, Broward to find agency information) and attend an eight-hour homebuyer workshop
- Meet with a residential mortgage lender to get pre-approved for a first mortgage
- Lender to contact Broward County HFCRD when a property is identified and the mortgage process has been started

Minor Home Repair Assistance Program

Maximum Amount of Assistance (per household) is up to $40,000 loan, 0% interest, 10-year term

Cooper City's Minor Home Repair program is available for income-eligible Cooper City homeowners. Applications are processed on a first-come, first-qualified basis. Income eligibility depends on family size *(see income eligibility chart)*.

After income certification, title search and home inspection, a scope of work will be developed, and competitive bids obtained.

Minor Home Repair services include:

- Roof repair/replacement, as needed
- Window and door replacement
- Insulation installation
- Hurricane storm shutters
- HVAC/air conditioning upgrades
- Electrical upgrades and smoke detectors, as needed

CITY COMMISSION
STAFF REPORT

TITLE: Resolution 24-07 (Public Works)

DATE: April 9, 2024

SUBJECT: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING THE AGREEMENT BETWEEN FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF COOPER CITY FOR STATE-FUNDED GRANT AGREEMENT FOR THE DESIGN AND CONSTRUCTION OF HIATUS ROAD TRAFFIC SAFETY IMPROVEMENTS; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE – PUBLIC WORKS

CITY MANAGER RECOMMENDATION:

The City Manager recommends the Commission approve Resolution 24-07, approving the agreement between Florida Department of Transportation for design and construction of Hiatus Road traffic safety improvements.

BACKGROUND OF ITEM:

On May 9, 2016, Calvin, Giordano and Associates, Inc. conducted a traffic study at the Hiatus Road and NE Lake Blvd intersection, highlighting the necessity to mitigate excessive speeds and address right-angle crashes. Following an evaluation of the study findings and consideration of various traffic calming measures, Cooper City ("City") made the decision to implement a roundabout. The City enlisted the expertise of The Corradino Group, Inc., one of the three consultants selected through the City's RFQ 2020-1-UTL process and approved by the City Commission on June 8, 2021, to oversee the design and construction phases.

The total estimated project cost amounts to $990,000.00, with Phase I (FY24) requiring $520,000.00 and Phase II (FY25-26) necessitating $470,000.00. The Public Works Department secured grant approval from the Florida Department of Transportation ("FDOT") for Phase I, amounting to $520,000.00. Cooper City's maximum participation for Phase I is capped at $150,000.00, while FDOT's maximum participation is set at $370,000.00. The allocated grant funds from the City will be utilized for design purposes, while FDOT's contribution will be directed towards construction. Additionally, the City has submitted a funding request to FDOT for Phase II, seeking approval for an additional $470,000.00 for construction and related costs.

ANALYSIS:

The 2016 study highlighted the prevalence of excessive speeds and the frequency of right-angle crashes along Hiatus Road, prompting the need for remedial actions to address these concerns.

The proposed roundabout offers an approach to traffic calming by promoting safer driving behaviors, reducing congestion, and improving overall traffic flow and safety for all road users.

STRATEGIC PLAN:
This item supports the 2022-2027 Commission Strategic Plan, specifically advancing:

Priority 2, Proactive Public Safety - Provide proactive public safety through a commitment to professional services and innovative processes so the quality of life and well-being of residents is continually improved:

- **Objective 5:** Conduct and complete a city-wide traffic calming study to reduce traffic speeds and congestion in and around school zones.
- **Performance Measures 1:** Reduced traffic fatalities, traffic injuries, and property damage.
- **Performance Measures 2:** Traffic complaints by residents and commuters are reduced by 50%
- **Performance Measures 3:** City-wide installation of traffic calming devices in areas warranted by appropriate studies

Priority 4, Citywide Revitalization Priority - Maintain and improve the City's infrastructure and appearance to support and ensure a sustainable and beautiful environment:

- **Objective 7:** Create a mobility plan that includes streets, paths, trails, greenways, sidewalks, and street calming.

PROCUREMENT:
The Corradino Group, Inc. is one of the three (3) consultants selected through the City's RFQ 2020-1-UTL and approved by the City Commission on June 8, 2021, after meeting the requirements of Florida Statute (FS) 287.055, commonly known as the Consultants' Competitive Negotiation Act (CCNA). Pursuant to FS 287.055(2)(g), a consultant selected through the CCNA process, can be awarded a "continuing contract" for professional services where each individual study in an amount not to exceed $500,000 without any additional competition.

FISCAL IMPACT:
FY24-26: The combined estimated project cost is $990,000.00, broken down as follows:

Phase I (FY24): Utilizes State-Funded Grant dollars through Florida Department of Transportation. The estimated project cost is $520,000.00, with Cooper City's maximum participation set at $150,000.00 for design costs and the Florida Department of Transportation's maximum participation at $370,000.00 for partial construction costs.

Phase II (FY24-26): The project is anticipated to utilize State-Funded Grant dollars through the Florida Department of Transportation, with an estimated project cost of $470,000.00 for the balance of construction and related expenses. An additional funding request of $470,000.00 is currently awaiting approval. If approved, Cooper City's maximum participation is estimated at $141,000.00, while the Florida Department of Transportation's maximum participation is estimated at $329,000.00.

ATTACHMENTS:

1. Exhibit 1 - FM# 453171-1-54-01 Hiatus Road Traffic Safety Improvements - FDOT State Funded Grant Agreement
2. Exhibit 2 - The Corradino Group, Inc. - Task Work Order Proposal
3. Exhibit 3 - The Corradino Group, Inc. - Conceptual Traffic Calming Exhibit 9-14-2022
4. Exhibit 4 - Calvin, Giordano and Associates, Inc. - Hiatus Rd & NE Lake Blvd Traffic Study Dated 5/9/2016
5. Resolution 24-07 - Approval of State-Funded Grant Agreement – 00597882

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to City Attorney	03/27/24 11:59 AM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to City Manager	03/27/24 02:02 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to City Clerk	03/27/24 02:10 PM
Allen, Tedra	Assigned to City Clerk	Route to Purchasing	04/01/24 11:50 AM
Dodgen, Brandon	Assigned to Purchasing	COMPLETE: Forward to City Clerk	04/01/24 12:21 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	04/02/24 01:12 PM
Allen, Tedra	END WORKFLOW - APPROVED		04/02/24 01:14 PM

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STATE-FUNDED GRANT AGREEMENT

FPN: 453171-1-54-01	Fund: GR24	FLAIR Category: 088862
	Org Code: 55043010404	FLAIR Obj: 751000
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
County No:86	Contract No:	Vendor No: F596032417015

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and City of Cooper City, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
   - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
   - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
   - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
   - ☒ FY 2023/2024 General Appropriatoin Act (GAA) Line number 2042A , Local Transportation Project , CSFA 55.039

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in The Design and Construction of Hiatus Road Traffic Safety Improvements, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before June 30, 2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

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Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

   a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

   c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

   d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

   a. The estimated cost of the Project is $520,000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $370,000.00 and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

   c. The Department's participation in eligible Project costs is subject to, but not limited to:

      i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

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ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel expenses are not compensable under this Agreement.

f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

k. The Department’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department’s project manager must be received prior to costs being incurred by the Recipient. See **Exhibit “B”** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

l. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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

m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

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construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not

limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☒ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

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

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and

financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

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

13. Restrictions, Prohibitions, Controls and Labor Provisions:

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

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

a. **Exhibits A, B, D, F,** and **J** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

Meeting Date: 04/09/2024 Item #20.

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

g. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
*Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

Meeting Date: 04/09/2024 Item #20.

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

RECIPIENT

By: _____

Name: _____

Title: _____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: John P. Krane, P.E.

Title: Director of Transportation Development, District Four

Legal Review:

By: _____

Name: _____

Title: _____

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 453171-1-54-01

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

City of Cooper City (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.280 Miles; BMP 3.145 to EMP 3.425

PROJECT DESCRIPTION: The Design (Preparation of Plans, specifications and estimate (PS&E) package including construction contract documents) and Construction of a roundabout at the intersection of Hiatus Road and Northeast Lakes Road.

The Recipient shall provide completed signed and sealed plans, including but not necessarily limited to roadway and signing and marking plans.

Project plans shall be produced in accordance with the design criteria and standards for Class D projects. The Recipient is required to use Florida Greenbook, or an approved minimum design standard that is in conformity with the minimum criteria that is outlined in Florida Greenbook. The recipient is required to ensure that specifications are approved in advance. The recipient is responsible for the materials testing progress, along with ensuring that all consultants and contractors for said project are qualified.

The Recipient shall be responsible for coordinating, preparing, and holding all Project public involvement meetings as required per the Department's guidelines and procedures.

The Recipient must submit the following documents for the Department review with the Final Bid submittal:
a) Copies of all permits from applicable agencies.
b) Copies of signed acceptances from the local maintaining agency/City roadway signalization, lighting, and or/ landscaping.
c) Level II Contamination Assessments (as needed)
d) Signed and sealed plans and specification Packages, respectively.

SPECIAL CONSIDERATIONS BY RECIPIENT:

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

The Recipient Agency will not be reimbursed for costs that are incurred before the execution of this agreement.

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

a) Construction to be completed by June 30, 2026 .

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

SPECIAL CONSIDERATIONS BY DEPARTMENT:
Issuance of FDOT Notice to Proceed for Construction activities such as project advertisement and contract award is subject to the submittal and approval of the agency production package. To be included: the 100% final plans, specifications, and estimates with all work shown within the right of way and applicable permits.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	**FINANCIAL PROJECT NUMBER:**
City of Cooper City 900 SW 50th Place Cooper City, FL 33328	453171-1-54-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY:	Maximum Department Participation (Insert Program Name	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase : 54 Design and Construction) FY: **2024**	Maximum Department Participation (Local Transportation Project GAA)	$520,000.00	$150,000.00	$370,000.00	☐ In-Kind ☒ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$520,000.00 %	$150,000.00 %	$370,000.00 %	
	TOTAL COST OF THE PROJECT	$520,000.00	$150,000.00	$370,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Leos A. Kennedy, Jr.
District Grant Manager Name

Signature Date

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and City of Cooper CIty

PROJECT DESCRIPTION:The Design and Construction of intersection improvements at Hiatus Road and NE Lakes Boulevard.

FPID#: 453171-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
☐ Small County Outreach Program (SCOP), (CSFA 55.009)
☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
☒ FY 2023/2024 General Appropriation Act (GAA) Line number 2042A, CSFA 55.039

***Award Amount:** $370,000.00 (THREE HUNDRED SEVENTY THOUSAND DOLLARS AND ZERO CENTS.

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

THE CORRADINO GROUP, INC.

CORRADINO

ENGINEERS · PLANNERS · PROGRAM MANAGERS · ENVIRONMENTAL SCIENTISTS

Sent via Email to tfleming@coopercity.gov

January 24, 2024

Tim Fleming
Acting Public Works Director
City of Cooper City
9070 SW 51st Street
Cooper City, FL 33328

Dear Mr. Fleming:

It is our understanding that the City of Cooper City has requested a task work order proposal from The Corradino Group, Inc. for the completion of a traffic operational analysis and preparation of design plans and permitting for the construction of a roundabout at the Hiatus Road and NE Lake Boulevard intersection in the City of Cooper City.

The Corradino Group appreciates this opportunity to submit this task work order proposal to the City of Cooper City. We look forward to providing the best Consultant Services possible to the City of Cooper City. These services will be provided per the existing Professional Civil Engineering Continuing Services Agreement dated 06/08/2021.

Sincerely,

Joseph M. Corradino, AICP
President
The Corradino Group, Inc.

4055 NW 97th AVE. • MIAMI, FL 33178
TEL: 305.5
FAX: 305.5
WWW.CORRADINO.COM

CONSULTING SERVICE AUTHORIZATION

Statement of Work (SOW)

CITY P.O. NO._____ CITY EXPENSE CODE_____

TITLE: Hiatus Road and NE Lake Blvd Roundabout Improvements

I. PROJECT DESCRIPTION:

A traffic study was completed for the City at the intersection of Hiatus Rd. and NE Lake Blvd. in May 2016; the results of the traffic study indicated that:

- the subject intersection did not meet MUTCD traffic signal vehicular warrants 1A or 1B for a new traffic signal.
- the 85th percentile speed from 2016 traffic counts along Hiatus Road between Sheridan Street and Stirling Road was between 7 to 10 miles per hour over the posted speed limit of 40 MPH
- there were nine (9) documented crashes for the most recent three-year review period and 8 out of the 9 crashes were right-angle crashes.

Due to the excessive speeds observed along Hiatus Road and the number of right-angle crashes, the 2016 study recommended that the city evaluate ways to reduce the 85th percentile speed along Hiatus Road.

The Consultant will prepare a traffic operational analysis along with engineering design and permitting services for the installation of a new roundabout at the Hiatus Road and NE Lake Blvd intersection. The design plans will be based on the conceptual design concept prepared by The Corradino Group, Inc. dated 09/14/2022 (**See Exhibit One**). The Corradino Group, Inc. along with its subconsultants will provide these services as outlined in the below detailed scope of services.

II. SCOPE OF SERVICES:

TASK 1. Traffic Analysis

1a) Data Collection

Manual turning movement counts will be collected during the morning (6:00 to 9:00 AM) and afternoon (4:00 to 7:00 PM) peak hours at the intersection of Hiatus Road and NE Lake Blvd. during a normal weekday while school is in session.

Lump Sum fee of $ 800.00

1b) Traffic Operational Analysis/Technical Memorandum

The consultant will complete a traffic operational analysis for the existing two-way stop-controlled operations at the subject intersection along with the proposed single lane roundabout based on assumed buildout year (2028) and future traffic conditions (2045) for AM and PM peak hours utilizing Synchro software. The memorandum will include a review of the most recent five-years of documented crashes for the subject intersection based on information available in Signal Four Analytics.

The traffic study memorandum will be submitted to Broward County Traffic Engineering Division (BCTED) for review and approval. This TASK includes up to one revision of the traffic study memorandum based on one set of comprehensive comments received from the City and BCTED.

Lump Sum fee of $ 14,448.00

1c) Project Management

Consultant will provide overall project and client management services during each identified phases of the project. This includes project coordination meetings, project status client meetings, management of subconsultants and project deliverables. This phase includes attendance to up to 2 public meetings. Any additional meetings will require an additional service agreement for the City's review and approval.

Lump Sum fee of $ 12,240.00

TASK 2. Design Services

2a) Existing Conditions- Topographic Survey

Our subconsultant MILLER LEGG shall be responsible for the preparation of a Topographic Survey of the corridor limits which is on Hiatus Road north and south of NE Lake Boulevard and on NE Lake Boulevard east and west of Hiatus Road. Survey shall show above-ground improvements: including evidence of utilities, sanitary and storm sewer structure rims, elevations, and traffic signs. Topographic elevations will be measured at 50-foot intervals within road rights-of-way. Survey will depict lot lines, abbreviated legal descriptions (Lot, Block, Plat Book and Page) and the existing easements per plat of record. Any other easements by instrument will be plotted on the survey if provided to this surveyor.

The surveying services will include the following:

a. Survey shall show the platted Right of Way lines and the pertinent parcel boundary lines
b. Above ground improvements such as buildings, roadways, pavement, sidewalks, traffic striping, walls, fences, surface utilities.
c. Elevations shall be shown relative to NAVD 1988 datum.
d. Survey shall be referenced to the Florida State Plane Coordinate System (NAD83/11).
e. Elevations shall be shown at an interval of approximately 50 feet, including intermediate changes in grade.

f. Location of underground utilities is based on site observation only. Consultant cannot guarantee that all utilities will be located.
g. The survey deliverables will consist of the following:
    i. Six certified hard copies of the Topographic Survey Map and Report.
    ii. Electronic files of same.

Lump Sum fee of $ 8,000.00

2b) Sketch of Descriptions for R/W Acquisition

Review the Ownership and Encumbrance report for each parcel. Prepare a Sketch and Description for Right-of-Way acquisitions of the NE quadrant and NE Lakes Drive area, (Embassy Lakes Master Association) and two Sketch and Description for the SW quadrant area of the roundabout (addresses 3713 & 3715 Starboard Ave.) as shown on attached **EXHIBT ONE.** The boundaries of the desired Right-of-Way acquisition will be determined by the design engineer.

Lump Sum fee of $ 6,000.00

2c) Subsurface Utility Engineering (SUE)- Utility Designation Services

Our subconsultant, MILLER LEGG shall provide utility designation and mapping services along Hiatus Road right-of-way to clear area of the proposed roundabout improvements. APWA standards are used for marking. A subsurface ground penetrating radar (GPR) unit will be used in addition to electromagnetic induction (EM) to perform/verify horizontal locations of any detectable utility. A GPR unit can assist in identifying nonmetallic utilities and other structures that are unidentifiable using traditional electromagnetic techniques. Factors such as soil moisture clay content, and variations in the dielectric constants of materials control the effectiveness of the GPR method. Additionally, passive VLF signals can be detected on other metallic utilities that are typically long in length are well grounded electrically.

Designating underground utilities is not an exact science. Therefore, Consultant expresses no guarantees that using one or any of the available technologies for identifying utilities/structures will identify all utilities/structures and/or meet the objective of each individual Project. Client understands that limitations within the available technology, the complexity of site conditions and circumstances beyond the control of Consultant may limit the performance/results of Consultant's services.

The services provided by Consultant shall be performed in accordance with generally accepted professional practices as related to the nature of services performed. Consultant cannot guarantee that all utilities within any given survey area will be identified due to inherent limitations within technology and existing site conditions. Utility location is being provided to prevent or reduce the likelihood of damage during excavation and/or provide design information. Consultant shall collect designated utility markings in the field and plot them on the topographic survey map.

Not to exceed fee of $ 3,500.00

2d) Geotechnical Engineering

Our subconsultant GEOSOL, Inc. shall be responsible for providing Field Exploration and Laboratory Testing Programs and Geotechnical Engineering Evaluation and Reporting services for the Hiatus Road and NE Lake Blvd Roundabout Improvements.

a. Field Exploration and Laboratory Testing Program
   - Perform site reconnaissance, locate and coordinate for existing utilities that may interfere with the drilling operations.
   - Collect a total of two (2) pavement cores from the existing roadway to determine the pavement thickness and composition along the project alignment.
   - Perform a total of three (3) SPT borings to depths of 15 feet below grades at the site of the proposed above-referenced improvements.
   - Perform two (2) borehole percolation testing at depths of 15 feet below existing grades for use in drainage evaluations and design. The testing will be performed in accordance with the South Florida Water Management District's Usual Open-Hole testing procedures.
   - Backfill the boreholes using cement grout mix.
   - Visually examine all recovered soil/rock samples and asphalt pavement specimen in the laboratory. A geotechnical engineer will examine all recovered soil and rock samples. The laboratory testing will include natural moisture content, grain-size analysis, percent passing #200 sieve, and organic content determination. The tests will be conducted in accordance with applicable ASTM and FDOT standards.

b. Geotechnical Engineering Evaluation and Reporting
   Using the results of the field exploration, we will assess the geotechnical engineering impact of the subsurface conditions on the planned roundabout construction and provide recommendations for drainage design and related construction. A geotechnical engineering report of our findings and recommendations will be prepared and submitted at the conclusion of the study. The report will be prepared, signed and sealed by a professional engineer registered in the State of Florida. The report will specifically contain the following information:
   - A plan of the site showing the location of the test location.
   - A brief review of our test procedures and the results of the testing conducted.
   - Estimated subsurface profiles as necessary to illustrate subsurface conditions including standard penetration resistance test data and groundwater levels.
   - A review of surface features and site conditions that could affect construction and site preparation.
   - General evaluation of the site considering the proposed project and estimated subsurface conditions.
   - Recommendations for site preparation and construction of compacted fills or backfills.
   - Results of laboratory testing.

- Hydraulic conductivity (k) values derived based on results of percolation testing.
- Anticipation of groundwater levels and methods for handling it during construction.
- Construction considerations.
- Four (4) copies signed and sealed geotechnical-engineering reports.

Lump Sum fee of $ 9,927.00

2e) Roadway, Pavement Marking and Signage Design and Permitting Services

The Corradino Group will provide roadway design services including pavement marking and signage plans for the installation of a roundabout at the Hiatus Road and NE Lake Blvd intersection. The design plans will be limited to 500 LF north of the intersection, 500 LF south of the intersection, 300 LF west of the intersection and approximately 150 LF to the east or up to the existing Guardhouse location (as depicted in the Conceptual Design Plans dated 09/14/2022.

The Roadway, Pavement Marking and Signage Design and Permitting Services shall include the following design elements:

a. Prepare roadway and signing and pavement marking plan sheets for the proposed roundabout improvements per Broward County standards.
b. Modify existing drainage system to accommodate proposed roundabout improvements. Drainage Permitting will be limited to SFWMD and Central Broward Water Control District.
c. Prepare Traffic Control Plan notes and typical sections for the proposed roundabout improvements.
d. Modify Cooper City Master Set of Specifications for the proposed roundabout improvements.
e. Design Plans will be prepared for one initial 60% Design Phase submittal for City of Cooper City and Key Government Agency Stakeholder Review. One Field Review will be completed to review the project corridor prior to commencing with the 60% Design Phase.
f. Design Plans will be prepared for one subsequent 100% Design Phase submittal addressing one set of comprehensive design review comments of the 60% Design Phase set from the City of Cooper City and Key Government Agency Stakeholders.
g. A Final Set of Design Plans will be prepared for one Signed and Sealed Bid Plan submittal addressing any final revisions per Cooper City of the 100% Design Phase submittal.
h. Attendance at up to five (5) miscellaneous coordination meetings with the City of Cooper City and Key Government Agency Stakeholders including one kickoff meeting.
i. One Opinion of Probable Cost will be prepared based on the approved Final Design Plans.

j. All plans and designs furnished by the Consultant are to be prepared with English Units. The current editions, including updates, at the time this agreement is executed, of the following manuals and guidelines shall be used as resources and reference materials in the performance of the Consultant's work:

i. Florida Greenbook Design Standards, current edition.

ii. Manual of Uniform Minimum Standards for Design, Construction, and Maintenance of Streets and Highways, Florida Department of Transportation (FDOT), current edition.

iii. South Florida Water Management District (SFWMD), Environmental Resource Permit Applicants Handbook, current edition.

iv. AASHTO Roadside Design Guide, current edition.

v. FDOT Roadway Plan Preparation Manual.

vi. FDOT Roadway and Traffic Design Standards, current edition.

vii. FDOT Standard Specifications for Road and Bridge Construction, current edition.

viii. FDOT Basis of Estimates Handbook, current edition.

ix. MUTCD, current edition.

x. FDOT Structures Design Guidelines, current edition.

xi. Americans with Disabilities Act (ADA) Compliance, current edition.

Lump Sum fee of $ 78,800.00

2f) Tree Disposition Services

Our subconsultant Miller Legg shall be responsible for providing tree disposition services for the area included in **Exhibit One** of this proposal.

a. General

- This scope includes assessment of tree resources on the site as regulated by Cooper City.
- Consultant cannot guarantee that Cooper City will accept the initial tree recommendations without additional comments.
- The following scope and fees are based on an estimate of a tree assessment of approximately 80 on site based on the provided site plan.
- Tree inventory will be displayed on an exhibit. Boundary, topographic or specific purpose survey is not included in this scope.
- Landscape Architecture services are included in this scope of services as optional.
- Hardscape, site amenities, signage, electrical for irrigation and lighting designs are not included.
- Landscape Architecture services are only limited to the proposed Project limits shown in Exhibit B. If additional landscape improvements are required beyond the Project limits, they will be provided as an additional service.

- Irrigation design for the Project is optional, there are existing systems on both sides of Hiatus Road and are assumed to be maintained by adjacent communities (Embassy Lakes and Rock Creek). Anticipated system to be pump and well requiring water use permit. In the event potable water is the final water source Client shall provide water service tap and meter.
- All permit submittals and processing will be by Client or Contractor. Consultant shall provide required tree disposition plans and support for permit submittal.
- Book format specifications are not included in this scope. If required, these can be provided as additional services.

b. Information Provided by the Client
   - A letter from the property owner granting access to the site and giving approval for Consultant to perform the services listed below.
   - Future filing and permit application fees, review fees, impact fees will be provided by Client
   - Copies of all relevant data, including correspondence, survey, utility, irrigation, plans, reports, assessments or information in Client's possession which may be beneficial to the work effort performed by Consultant.
   - As-built drawings for the existing irrigation system shall be provided by client.

c. **Tree Inventory:** Utilizing the Client-provided topographic tree survey, Consultant shall prepare a tree inventory showing locations of trees pursuant to Cooper City code. Inventory shall show hardwood and palm trees only: Invasive exotics shall not be located. Trees located will be 2-inch caliper and larger, within the subject property boundary. The tree inventory and evaluation shall reflect the following data to meet the requests of Cooper City: tree species; common and scientific names; dbh (diameter at breast height) for dicot trees; clear trunk, grey wood, or overall heights for palms; canopy spread, and general health/ condition. Location of trees will be recorded using a differential global positioning satellite (dGPS) and displayed on map with aerial.

d. **Tree Disposition Plans -** Utilizing the tree inventory, Consultant shall prepare tree removal/relocation construction documents for the Project. The documents will designate existing trees to be preserved, removed, or relocated as well as new trees necessary for replacement credits, if required. The documents shall include plans, details, tree credit and replacement charts, and notes for the proposed tree preservation, removal, and relocation activities meeting the minimum requirements. 60%, 90%, 100% submittals are included in this Task.

Lump Sum fee of $ 4,000.00

2g) (Optional) Landscape Architecture Services

Due to the uncertainty for the Landscape elements within the center and splitter islands of the roundabout, this task has been added as an optional service should these LA services be needed. Our subconsultant Miller Legg shall be responsible for providing the following Landscape Architecture Design Services

a. Conceptual Landscape Plan (Optional) – Consultant shall prepare a conceptual planting exhibit for Client review. This conceptual plan will include locating trees and shrubs/groundcover masses. One (1) revision iteration is included in this Task.

b. Landscape Plans (Optional) – Consultant shall prepare 60% planting design level construction documents, meeting the requirements for Cooper City. The documents shall include plans, details, quantities, notes and size specifications for the installation of the proposed landscaping. 60%, 90%, 100% submittals are included in this Task.

c. Landscape Plans (Optional) – Consultant shall prepare 60% planting design level construction documents, meeting the requirements for Cooper City. The documents shall include plans, details, quantities, notes and size specifications for the installation of the proposed landscaping. 60%, 90%, 100% submittals are included in this Task.

d. Pump System and Water Use Permit (Optional) – Consultant shall coordinate and develop pump and water source (well or surface water) and associated SFWMD Water Use permit. Electrical is not included in this task and to be provided by Client.

Lump Sum fee of $ 12,000.00

The following are additional basis of scope for this task work order authorization.

- Any additional traffic data collection or analysis outside of the scope listed under TASK 1 will require an additional service agreement.

- Permitting Services are limited to submittal to the City of Cooper City, Broward County Traffic Engineering Division, SFWMD and Central Broward Water Control District. Any additional permitting required will be provided as an additional service as requested by Cooper City.

- Note: This scope of services does not include street lighting, environmental services, structural engineering services, bidding assistance and construction administrative services. These services will be provided as an additional service as requested by the City of Cooper City.

- Note: This scope of services does not include ROW Acquisition services. These services if needed will be provided by the City of Cooper City.

- Note: This scope of services does not include LAP Document Submittal Support services if required by the Florida Department of Transportation. These services can be provided as an additional service as requested by the City of Cooper City.

- Note: The City of Cooper City shall provide digital aerial photographs, irrigation plans, as-built drawings, driveway drawings, sidewalk drawings, tax maps, subdivision plat maps, benchmark and right-of-way information, section corner reports, and utility information that is available related to the Hiatus Road corridor.

- Note: Public Information and Outreach are not included as part of this scope of services and will be provided by the City of Cooper City.

III. BUDGET:

The Corradino Group, Inc. will provide to the City of Cooper City the basic services described in this scope of services for a lump sum budget of **$134,250.00** plus an hourly not to exceed fee of **$3,500.00**, and optional Task 2.g for LA Design Services of **$12,000.00**

IV. ANTICIPATED SCHEDULE:

The Corradino Group, Inc. will complete TASK 1 **within 90 days** from the issuance of a Notice to Proceed by the City of Cooper City and TASK 2 (Design and Permitting) within **12 months** after the proper Right-of-way has been secured. This time of performance is contingent on getting the required information as previously noted.

V. ACCEPTANCE OF PROPOSAL

Hiatus Road and NE Lake Blvd Roundabout Improvements

Approved by:

CITY OF COOPER CITY

Date: _____

By: _____

_____
(Witness)

_____
(Witness)

THE CORRADINO GROUP, INC.

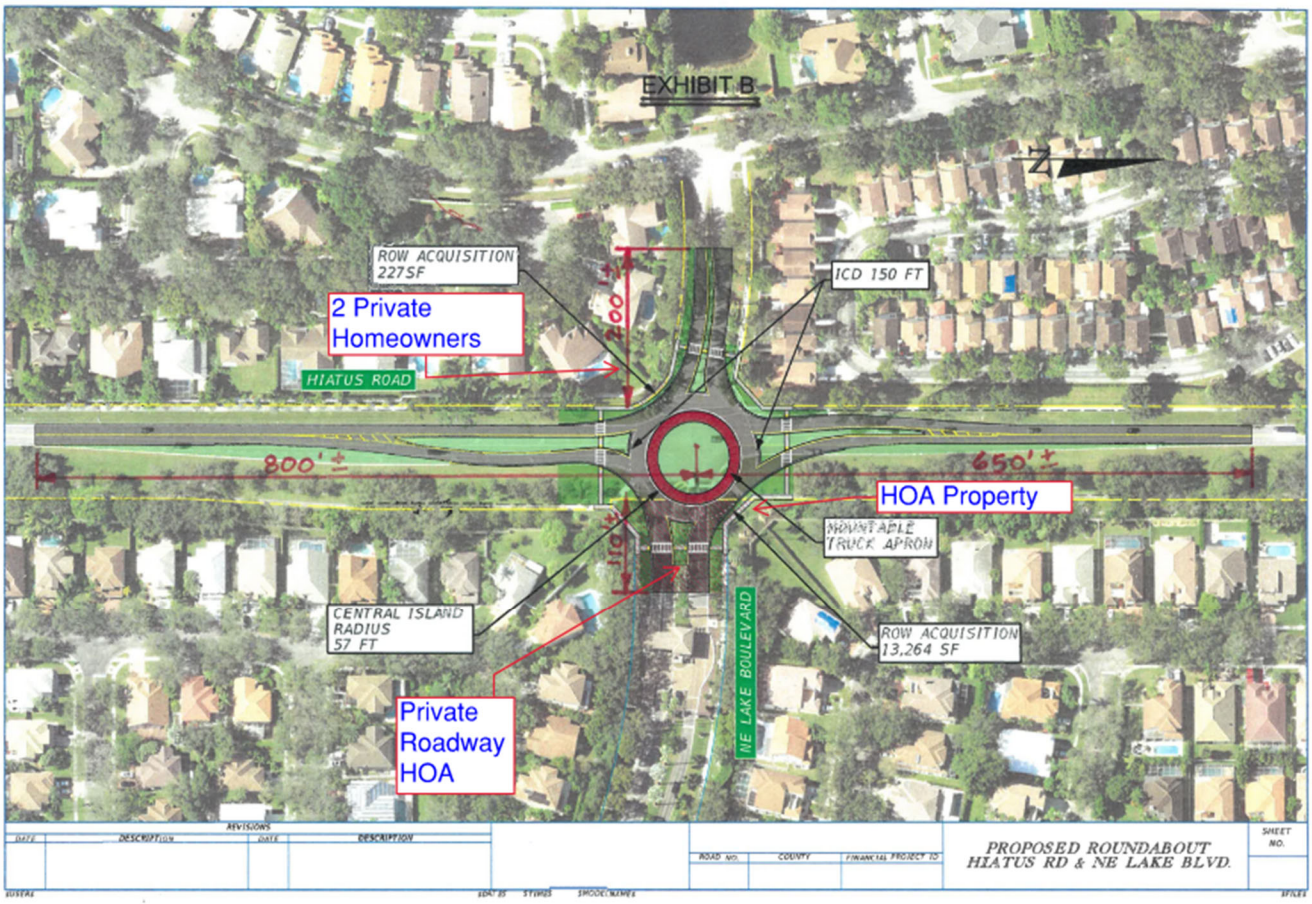
Date: _____

By: _____
Joseph M. Corradino, President

_____
(Witness)

_____
(Witness)

EXHIBIT ONE
CONCEPTUAL DESIGN DRAWING/LIMITS



THE CORRADINO GROUP, INC.

CORRADINO

ENGINEERS · PLANNERS · PROGRAM MANAGERS · ENVIRONMENTAL SCIENTISTS

date: September 14, 2022

to: Thomas Good, Public Works Director, Cooper City, Florida

from: Eric Czerniejewski, P.E., ENV SP

subject: Broward MAP Technical Memorandum- Proposed Roundabout Hiatus Road and NE Lake Boulevard

MEMORANDUM

Enclosed please find a copy of the following items related to the potential Broward Mobility Advancement Program (MAP) project in Cooper City, Florida.

- Conceptual Traffic Calming Exhibit for Roundabout at Hiatus Road and NE Lake Boulevard
- AutoTURN Design Vehicle Maneuverability Tracking Exhibits

The conceptual design has been prepared based on available aerial imagery and ROW property information from the Broward County Property Appraiser site.

Please note the following based on our initial design evaluation of the potential intersection improvement:

4055 NW 97TH AVENUE · SUITE 200 · MIAMI, FL 33178
TEL 800.887.5551 · 305.5
FAX 305.5
WWW.CORRADINO.COM

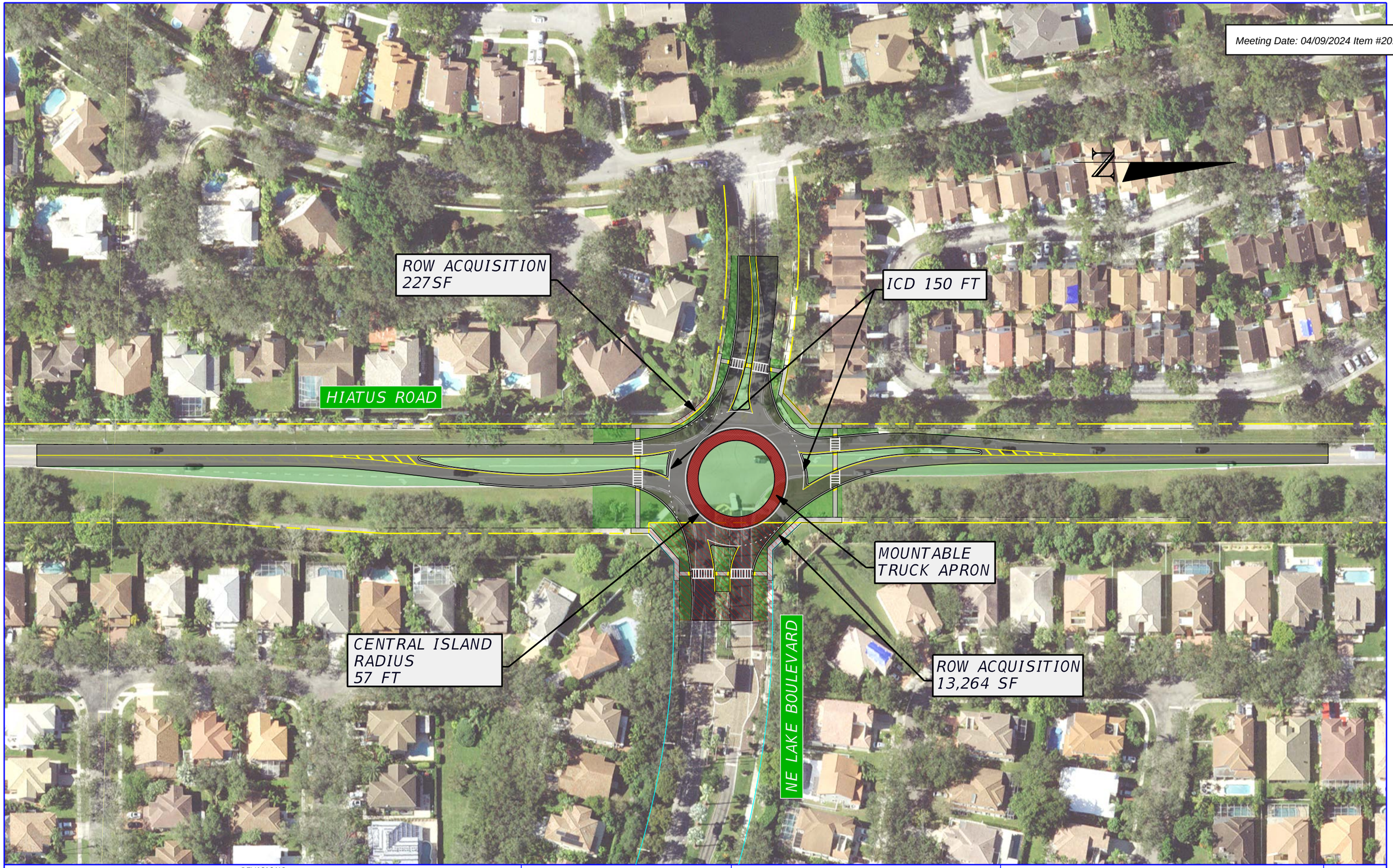
- The Embassy Lakes entrance gate is approximately 150 LF east of Hiatus Road on NE Lake Boulevard. The entrance gate may impact the design transition for the roundabout.

4055 NW 97TH AVENUE · SUITE 200 · MIAMI, FL 33178
TEL 800.887.5551 · 305.5
FAX 305.5
WWW.CORRADINO.COM

- There are a couple locations where there appears to be ROW acquisition necessary. This includes NE Lake Boulevard east of Hiatus Road and the southwest corner of the intersection. Final evaluation would need to be determined during the design plan phase.

Please review and let us know if you have any questions, comments or suggested revisions.

4055 NW 97TH AVENUE · SUITE 200 · MIAMI, FL 33178
TEL 800.887.5551 · 305.5
FAX 305.5
WWW.CORRADINO.COM



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

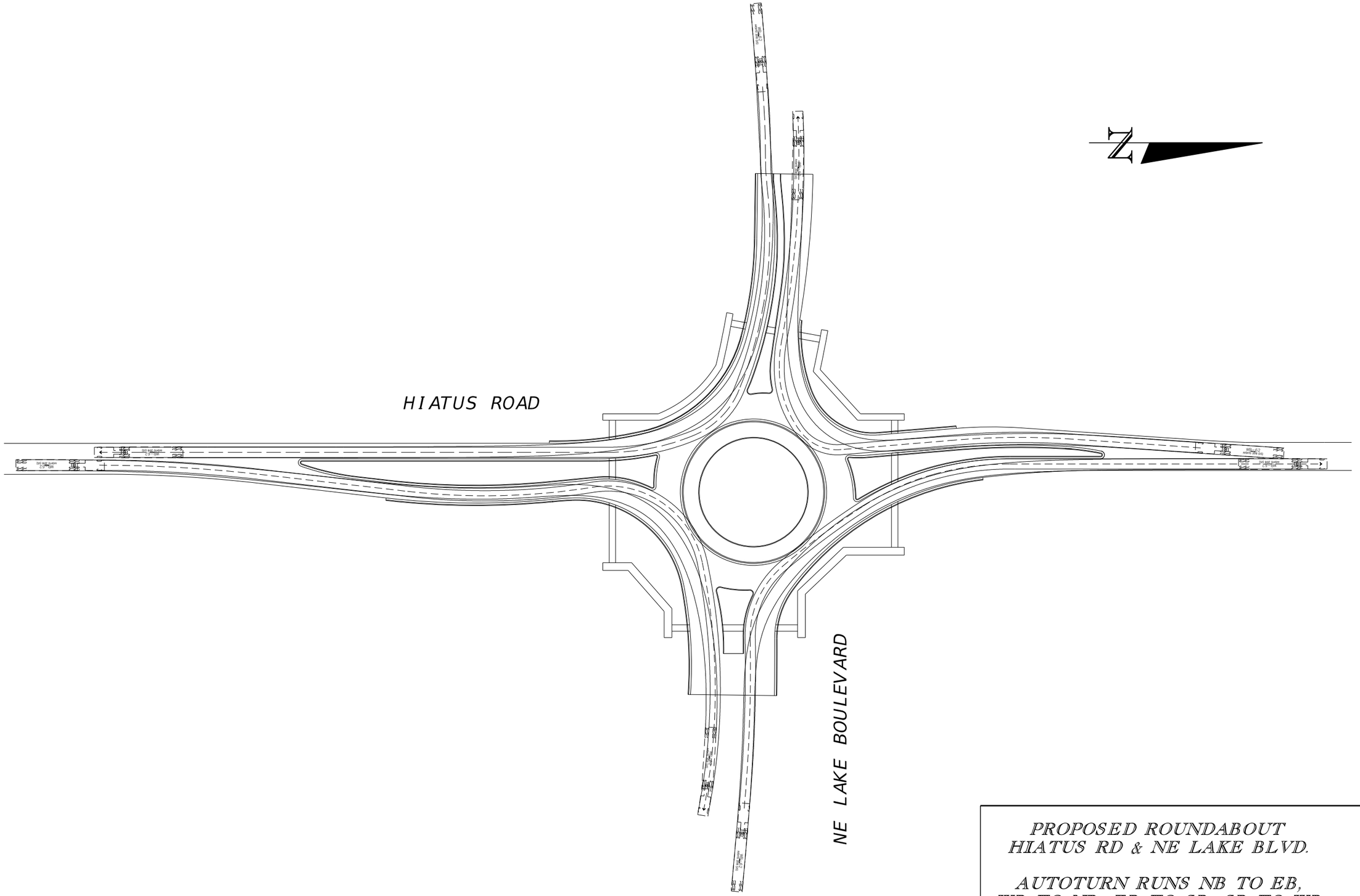
Exhibit 3
Page 4 of 11

ROAD NO.	COUNTY	FINANCIAL PROJECT ID

PROPOSED ROUNDABOUT
HIATUS RD & NE LAKE BLVD.

SHEET NO. 2134

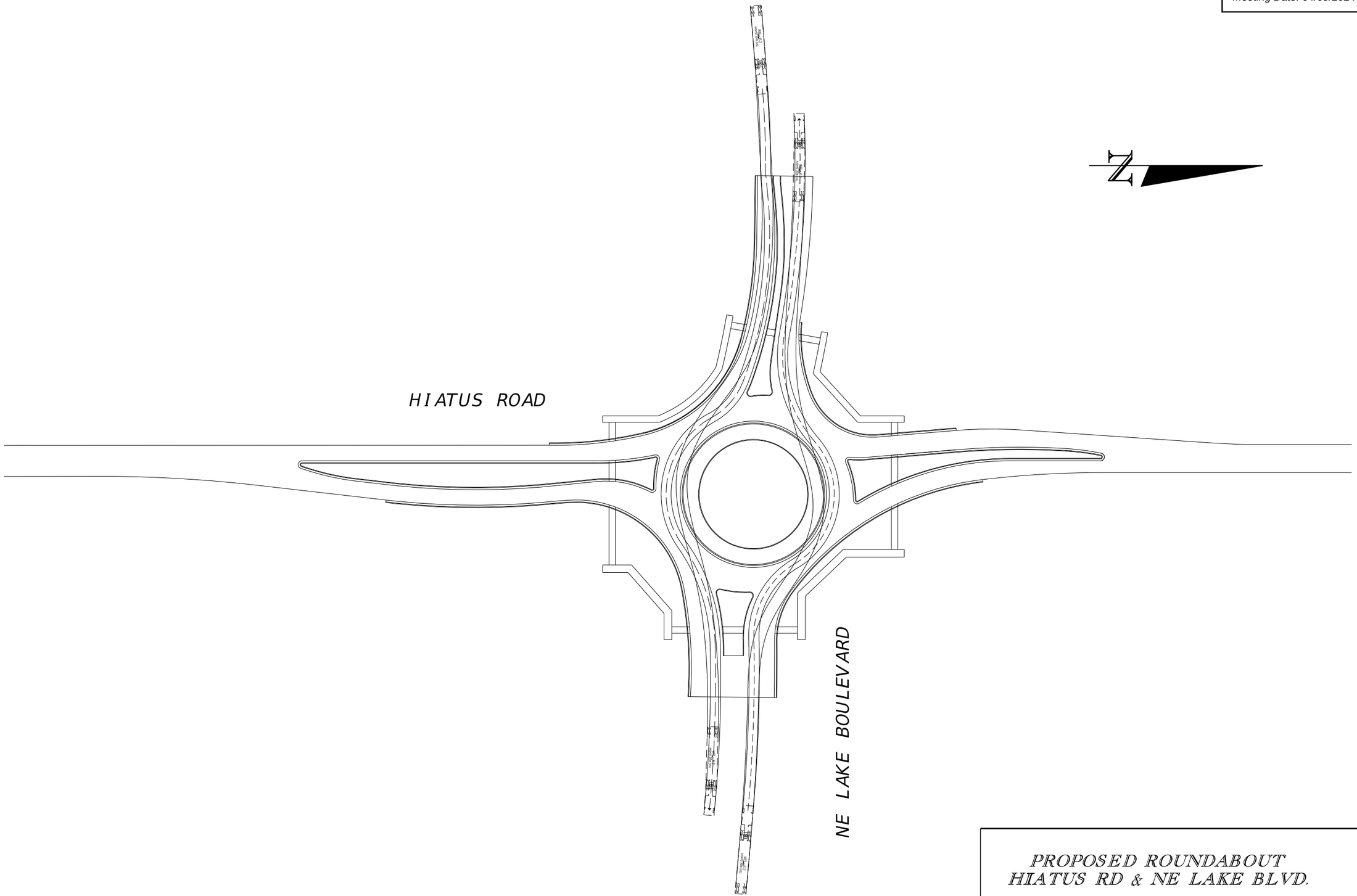
$USER$ $DATE$ $TIME$ $MODELNAME$ $FILE$



PROPOSED ROUNDABOUT
HIATUS RD & NE LAKE BLVD.

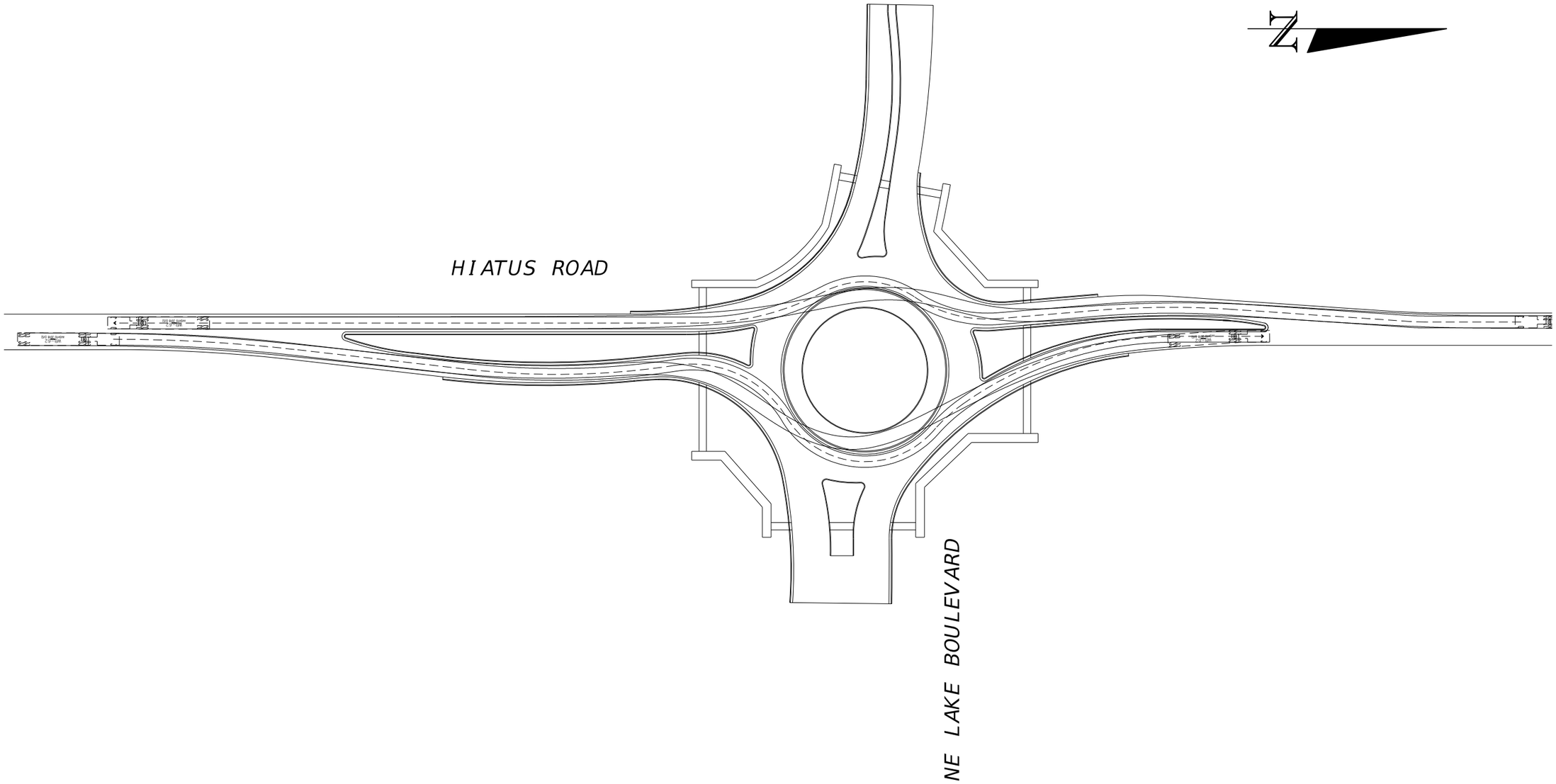
AUTOTURN RUNS NB TO EB,
WB TO NB, EB TO SB, SB TO WB

2135



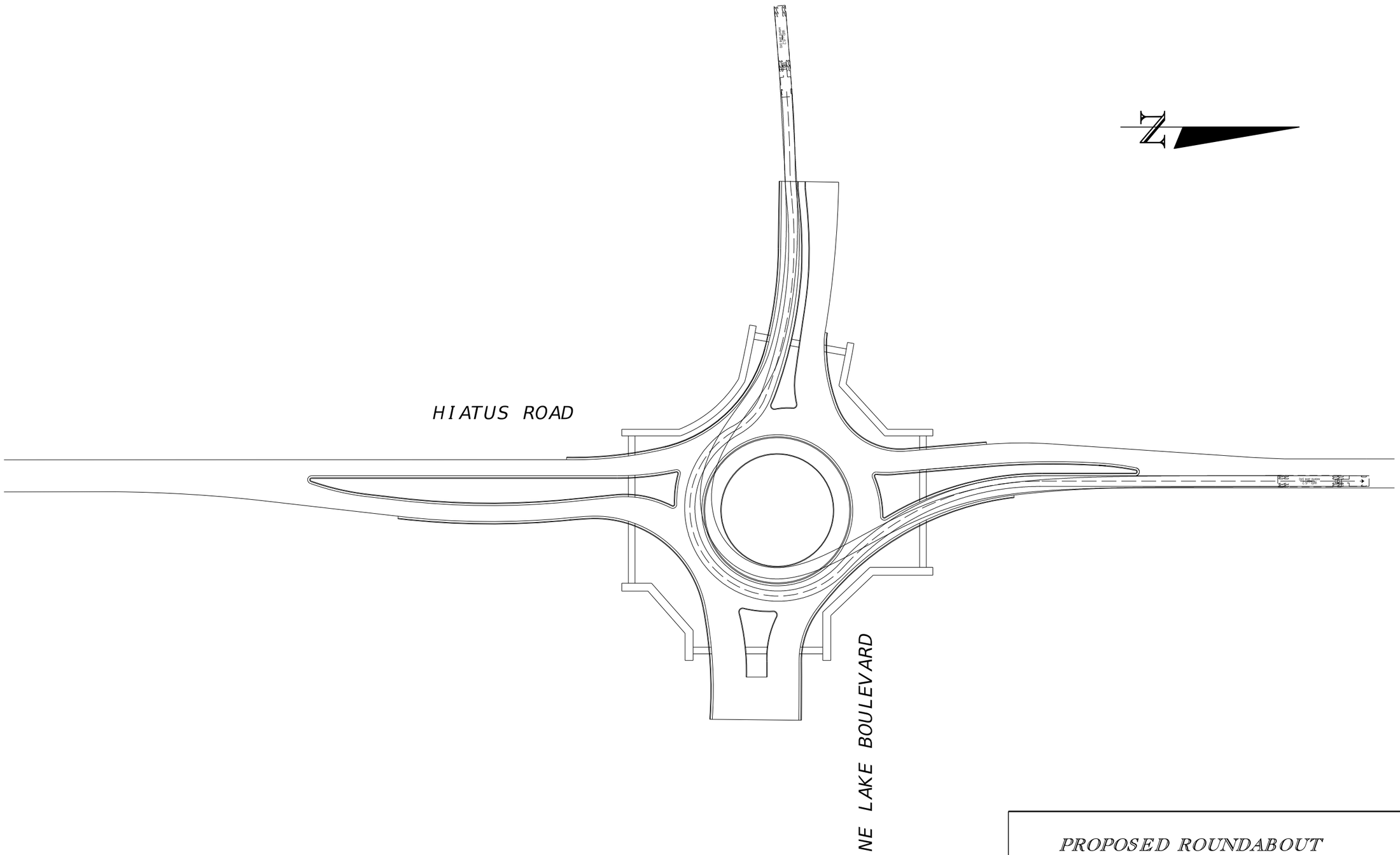
PROPOSED ROUNDABOUT
HIATUS RD & NE LAKE BLVD.

AUTOTURN RUNS EB AND WB



PROPOSED ROUNDABOUT
HIATUS RD & NE LAKE BLVD.

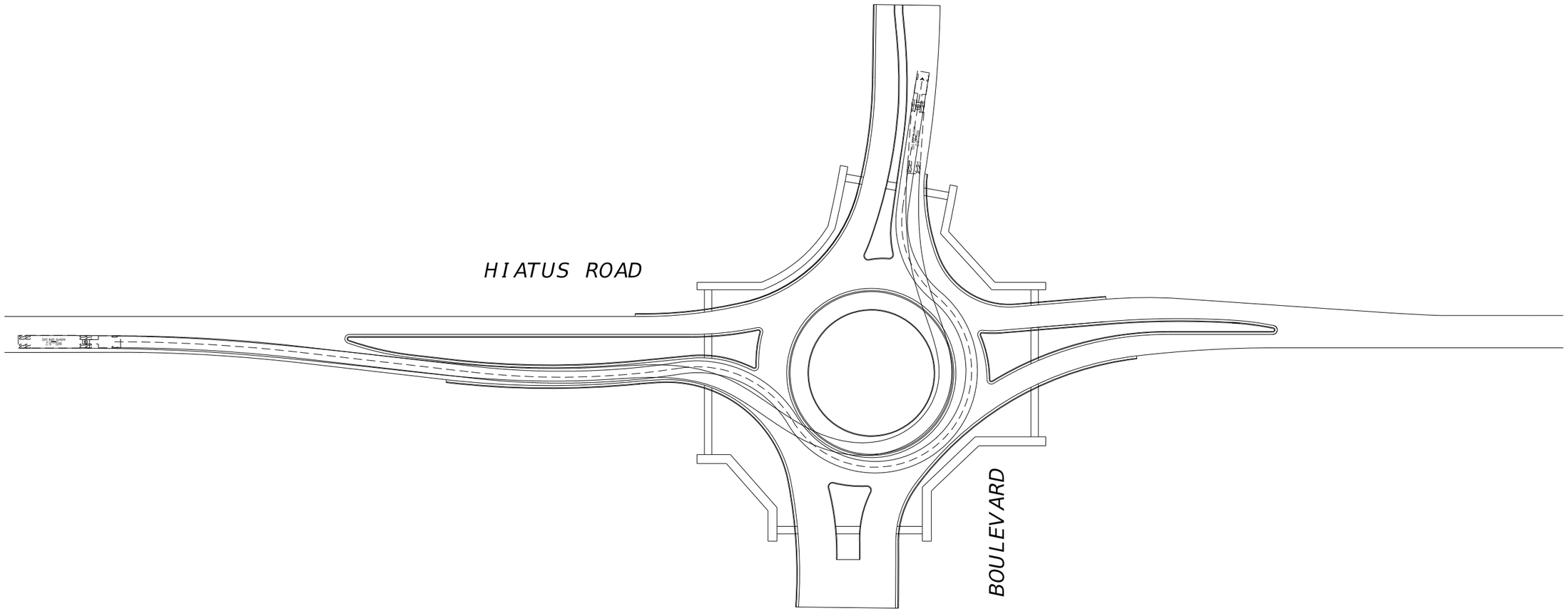
AUTOTURN RUNS NB AND SB



PROPOSED ROUNDABOUT
HIATUS RD & NE LAKE BLVD.

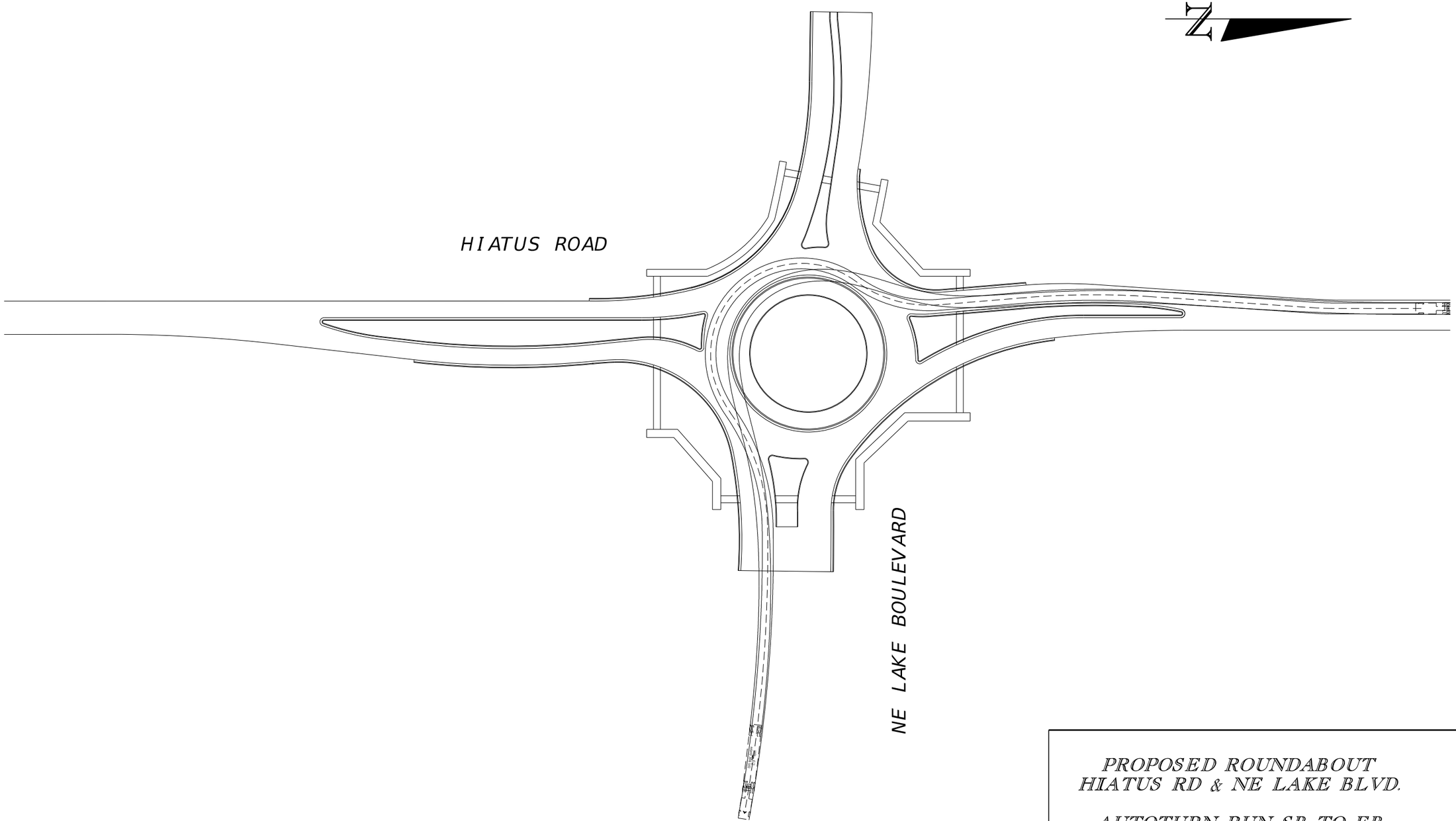
AUTOTURN RUN EB TO NB

2138



PROPOSED ROUNDABOUT
HIATUS RD & NE LAKE BLVD.

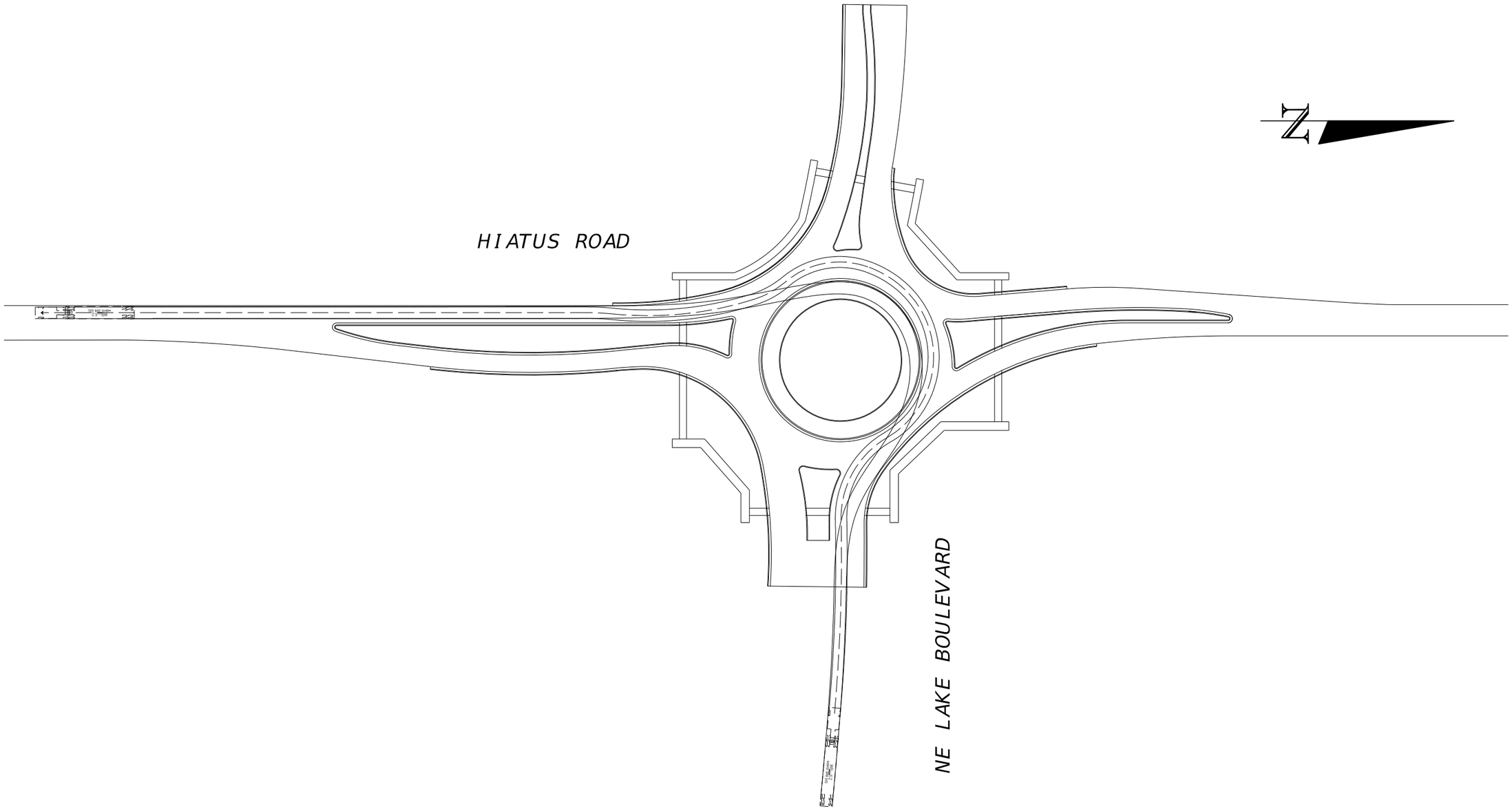
AUTOTURN RUN NB TO WB



PROPOSED ROUNDABOUT
HIATUS RD & NE LAKE BLVD.

AUTOTURN RUN SB TO EB

2140



PROPOSED ROUNDABOUT
HIATUS RD & NE LAKE BLVD.

AUTOTURN RUN WB TO SB

2141

fleon 09/14/22 10:07:38 Default J:\Cooper City\22134000012\roadway\PLANRDAutoTURN01.dgn

Hiatus Rd & NE Lake Blvd Traffic Study

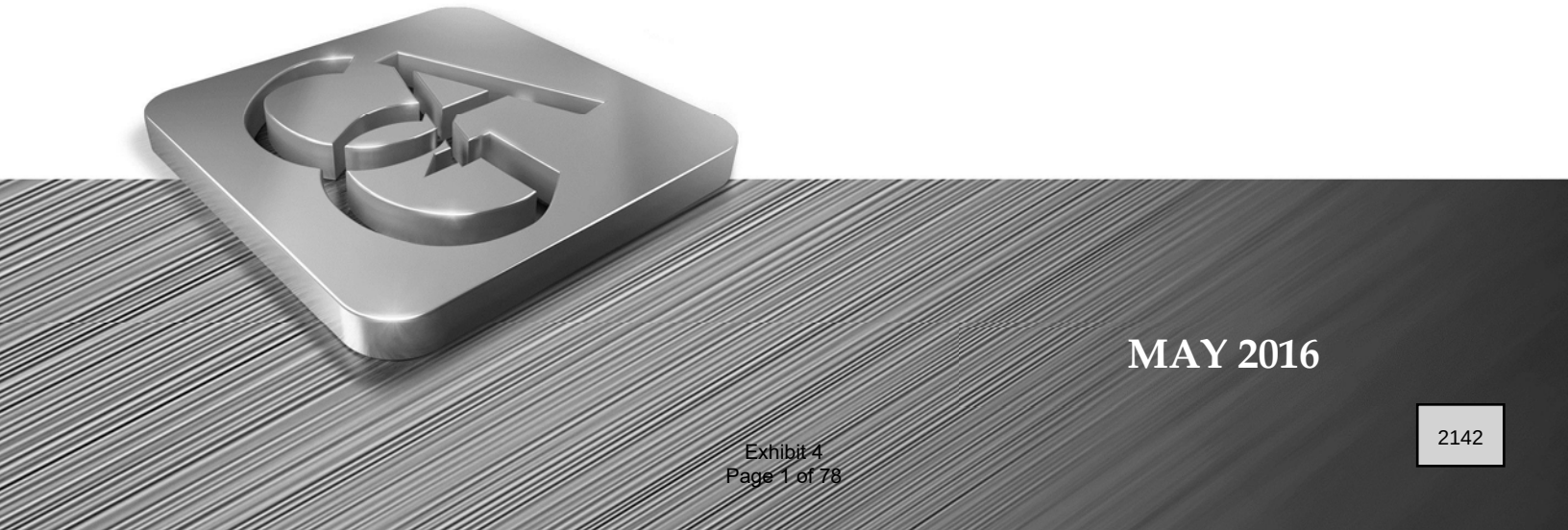
CGA Project No. 08-2276.58

Prepared for:

COOPER CITY
Someplace Special

By:

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™



MAY 2016

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PROFESSIONAL ENGINEER CERTIFICATE

I hereby certify that I am a registered professional engineer in the State of Florida practicing with Calvin, Giordano & Associates, Inc., a corporation authorized to operate as an engineering business, EB 00006500, by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and that I have prepared or approved the evaluation, findings, opinions, conclusions, or technical advice hereby for:

PROJECT: Hiatus Road and NE Lake Boulevard Traffic Study
LOCATION: Cooper City, Florida

I acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of transportation engineering as applied through professional judgment and experience.

NAME: Eric S. Czerniejewski, P.E.
P.E. NO.: 58002
DATE: 05/09/2016

SIGNATURE: _____

ERIC S. CZERNIEJEWSKI LICENSE 05/09/16 No. 58002 STATE OF FLORIDA PROFESSIONAL ENGINEER

1. INTRODUCTION

Calvin, Giordano & Associates, Inc was requested by Cooper City to perform a traffic study for the intersection of Hiatus Road and NE Lake Boulevard. Tasks associated with the traffic study included a safety study included a review of most recent five years of traffic crashes at this intersection, review and traffic volume data and traffic speed data, traffic operational analysis of the intersection based on existing conditions and a review of the MUTCD signal warrants.

2. EXISTING CONDITIONS

The subject intersection of Hiatus Road and NE Lakes Boulevard is located midway between Stirling Road and Sheridan Street in Cooper City, Florida. Hiatus Road is a two lane municipal major collector that runs north south with a posted speed of 40 MPH for this segment. This road facility expands with dedicated turn lanes at the intersections with Stirling Road, NE Lake Boulevard and Sheridan Street. Figure 1 shows the detailed location for this traffic study.

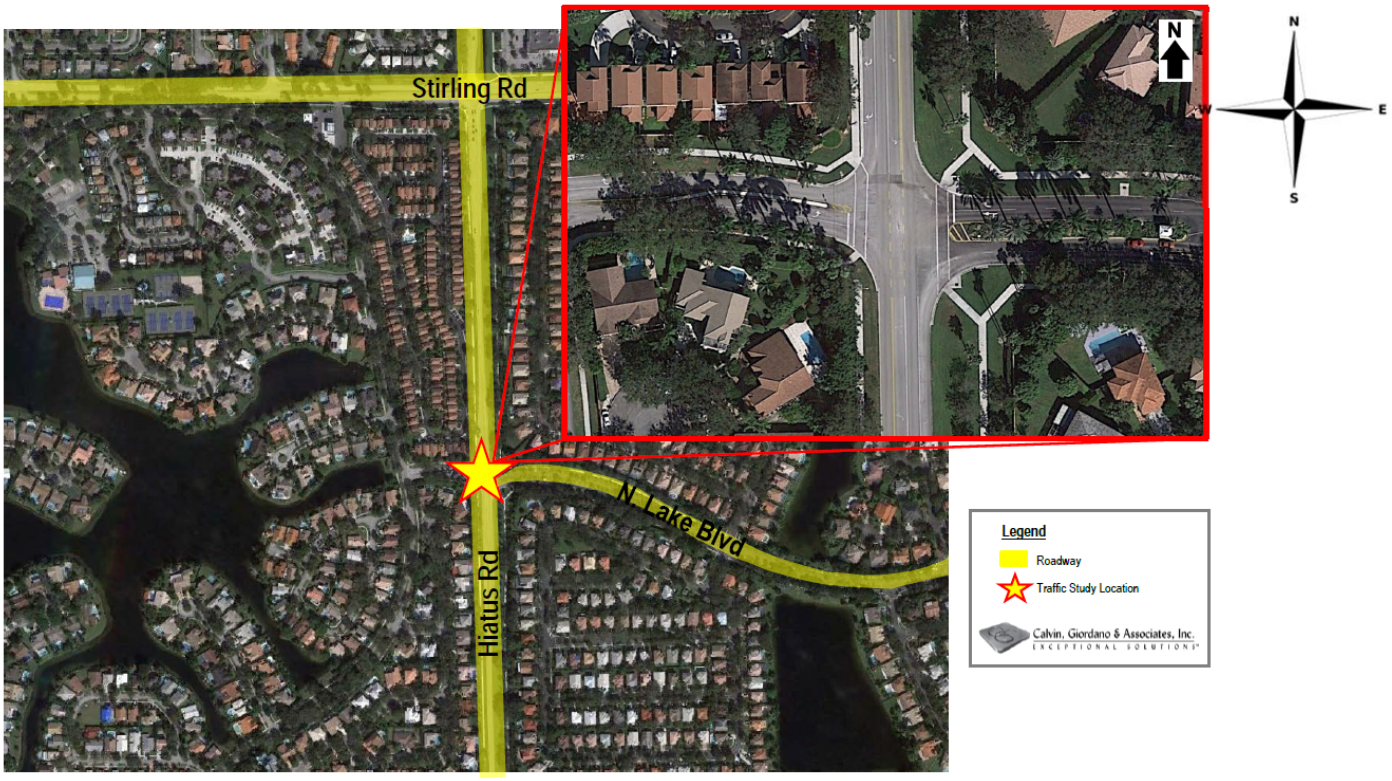

Figure 1: Location Map

The north approach of Hiatus Road at NE Lake Boulevard has one southbound left turn lane, one southbound through lane and one southbound right turn lane. The south

approach of Hiatus Road at NE Lake Boulevard has one northbound left turn lane, one northbound through lane and one northbound right turn lane. The west approach of NE Lake Boulevard at Hiatus Road has one left turn lane and one through right lane. The east approach of NE Lake Boulevard at Hiatus Road has one through left lane and one right turn lane.

Travel lanes on Hiatus Road average 11 feet in width and sidewalk infrastructure is existing on both the east and west sides of the road. There is a swale area on both sides of Hiatus Road between the edge of pavement and the existing sidewalk infrastructure. NE Lake Boulevard on the east approach leads to the Embassy Lakes development. NE Lake Boulevard on the west approach leads to the Rock Creek development.

3. TRAFFIC DATA COLLECTION

Twenty four hour traffic volume tube counts with speed data were collected along Hiatus Road north and south of NE Lake Boulevard on Tuesday April 5, 2016. Twenty four hour traffic volume tube counts were collected along NE Lake Boulevard east and west of Hiatus Road. Manual Turning Movement Counts for the highest eight hours identified in the ADT traffic volume tube counts were then counted from the traffic data that was collected on April 5, 2016 in order to evaluate the key MUTCD traffic signal warrants accepted by Broward County Traffic Engineering Division. The daily traffic volumes, manual turning movement counts and the speed data including the 85th percentile speeds have been provided in **Appendix A**.

Traffic Volume/Speed Data

The tube count north of NE Lake Boulevard on Hiatus Road yielded a two way twenty four hour ADT volume of 5,906 vehicles. The tube count south of NE Lake Boulevard on Hiatus Road yielded a tow way twenty four hour ADT volume of 6,605 vehicles. The 85th percentile speed on Hiatus Road north of NE Lake Boulevard was identified as 50 MPH which is 10 mph over the current posted speed limit for this road corridor. The 85th percentile speed on Hiatus Road south of NE Lake Boulevard was identified as 47 MPH which is 7 mph over the current posted speed limit for this road corridor. These speeds warrant a minimal to moderate concern, by definition of the Broward County Traffic Management.

4. ACCIDENT HISTORY/CRASH DATA

An accident/crash history was researched for the intersection of Hiatus Road and NE Lake Boulevard for the most recent three year period. CGA evaluated the Hiatus Road corridor by completing a network screening using Signal Four Analytics. Signal Four Analytics is a program which evaluates crash data from the Florida Department of

Highway Safety and Motor Vehicles. Crash Data is updated nightly and are geo-located which allows them to be shown on an interactive map and be presented as a spatial distribution of crashes. Intersection and road segment crash data analysis can be performed for certain timeframes to evaluate types of crashes (vehicle/bike/pedestrian), time of day, road condition and other variables through the use of Signal Four Analytics. The bubbles shown in Figure 2 represent the different locations with crashes and the numbers in the bubbles represent the number of crashes at the respective locations over the last 3 years.

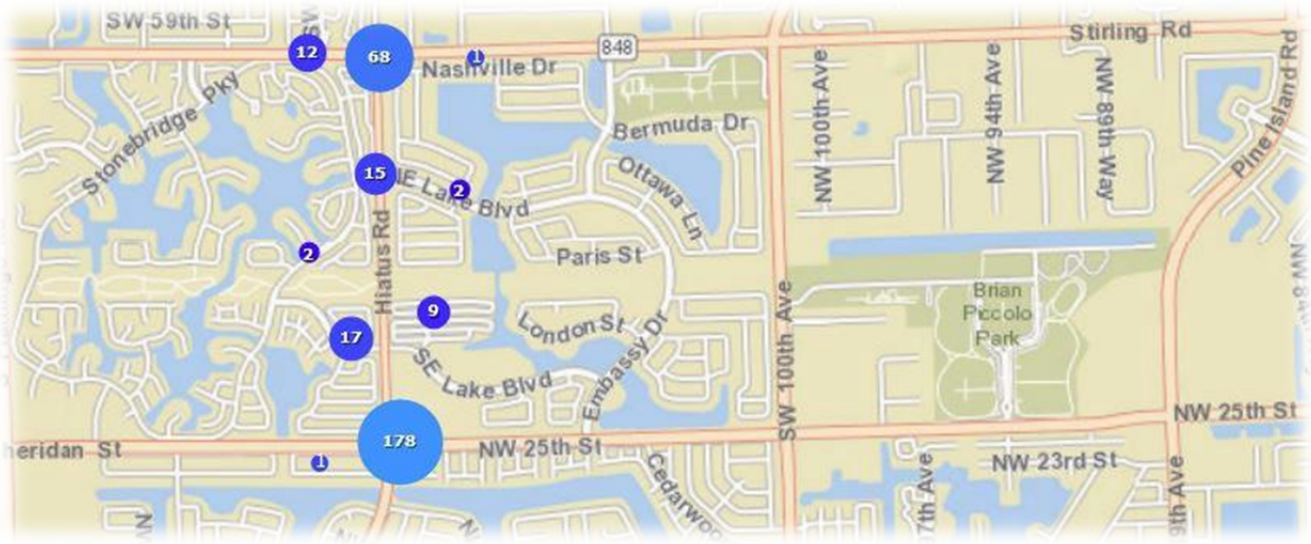

Figure 2: Signal Four Analytics Heat Map

Figure 3 shows the actual crashes that have occurred at the intersection of hiatus Road and NE Lake Boulevard. The crash type and location have been coded and shown in Figure 3. The detailed list of crashes from the past 3 years and additional heat maps for other portions of the corridor have been provided in **Appendix B**.

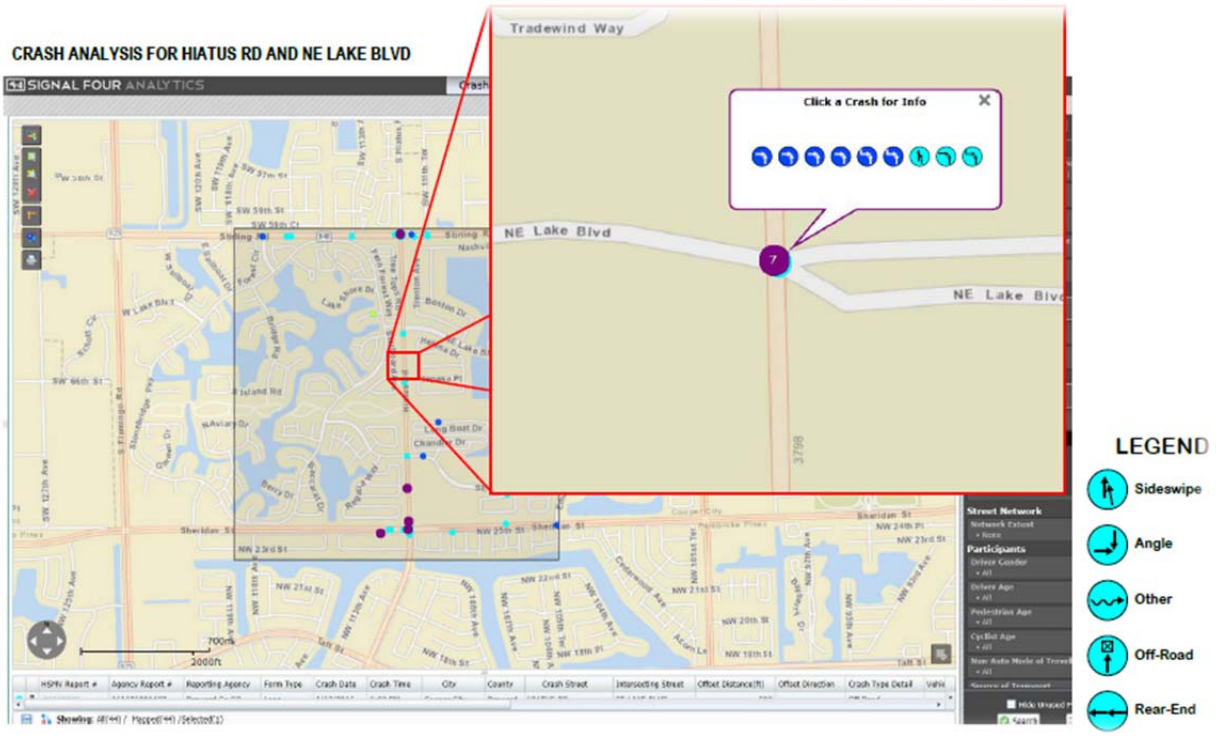

Figure 3: Signal Four Analytics Heat Map

The predominant crash pattern at the intersection of Hiatus Road and NE Lake Boulevard is right angle collision. Out of the nine crashes observed at the intersection of Hiatus Road and NE Lake Boulevard, eight of them were right angle collisions. The Highway Safety Manual lists the following potential contributing factors for angle crashes at unsignalized intersections:

- Restricted Sight Distance
- High Traffic Volume
- High Approach Speed
- Unexpected Crossing Traffic
- Drivers running Stop Sign
- Slippery Pavement

5. TRAFFIC OPERATIONAL ANALYSIS

An operational analysis for the existing conditions was completed using Synchro 9 software. Operating conditions are defined in terms of a Level of Service (LOS). These service levels range from A (negligible delays) to F (forced flow/jammed conditions) and are measured based upon approach delay as defined by the 2000 Highway Capacity Manual (HCM). The operational analyses of the existing conditions are based on the existing traffic data collected for the Study on April 5, 2016.

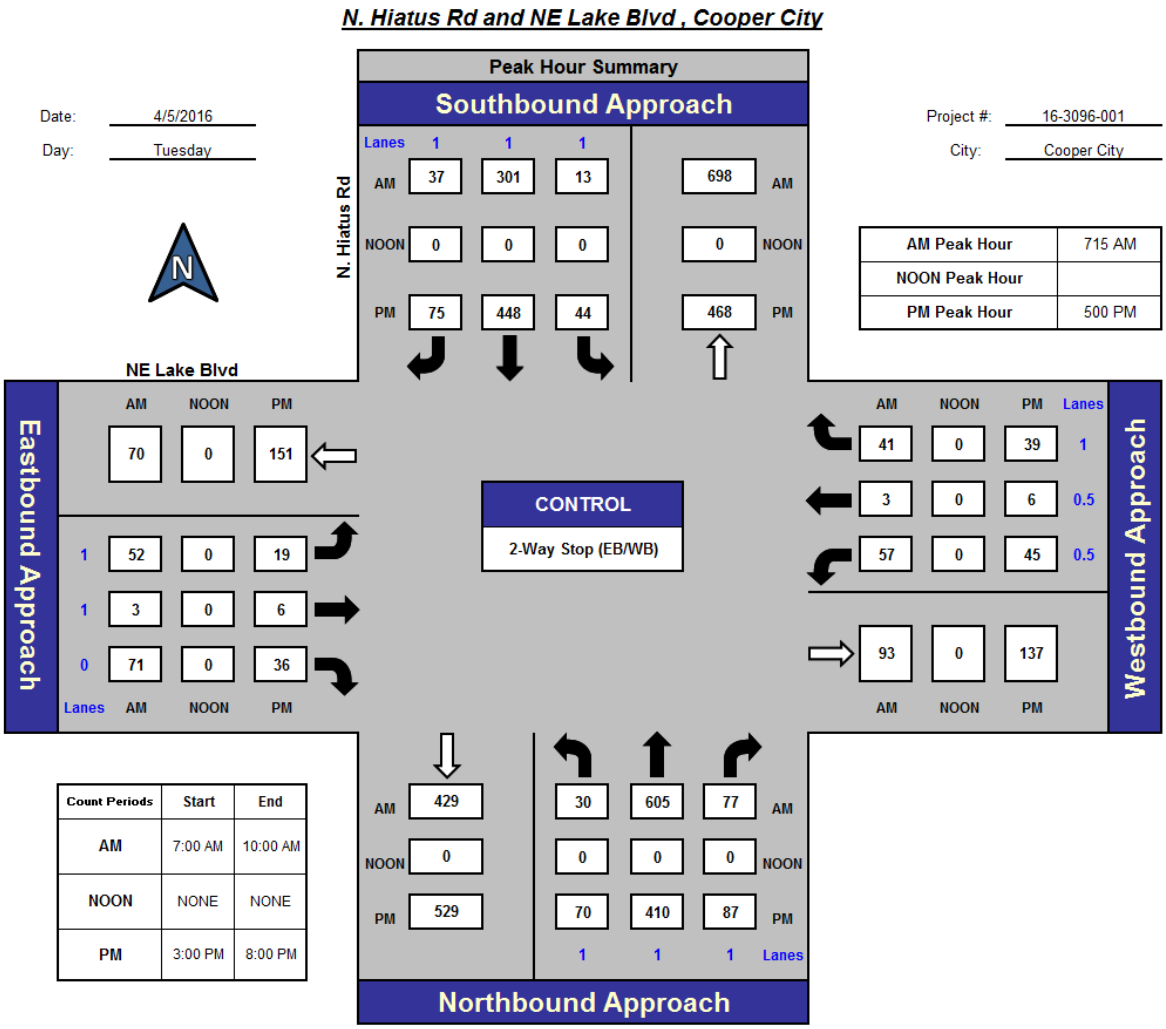

Figure 4: Summary of Traffic Data Collection

The HCM methodology does not include overall intersection LOS for two-way stop controlled or one-way stop controlled intersections. Instead, the HCM recommends evaluating the intersection on the critical movement or approach. The eastbound left turn lane approach on NE Lake Boulevard at Hiatus Road has a calculated average delay of 36.4 seconds per vehicle (LOS E) for the AM peak hour. This amounts to a 95th percentile queue of 1.4 vehicles in the eastbound left turn lane. The westbound left turn lane approach on NE Lake Boulevard at Hiatus Road has a calculated average delay of 42.5 seconds per vehicle (LOS E) for the AM peak hour. This amounts to a 95th percentile queue of 1.8 vehicles in the westbound left turn lane. Vehicles on both the eastbound and westbound approaches must wait for sufficient gaps in both directions of Hiatus Road before making the eastbound or westbound left turn maneuvers.

Similarly the eastbound left turn lane approach on NE Lake Boulevard at Hiatus Road has a calculated average delay of 35.9 seconds per vehicle (LOS E) for the PM peak

hour. This amounts to a 95th percentile queue of 0.5 vehicles in the eastbound left turn lane. The westbound left turn lane approach on NE Lake Boulevard at Hiatus Road has a calculated average delay of 48.6 seconds per vehicle (LOS E) for the PM peak hour. This amounts to a 95th percentile queue of 1.8 vehicles in the westbound left turn lane. Vehicles on both the eastbound and westbound approaches must wait for sufficient gaps in both directions of Hiatus Road before making the eastbound or westbound left turn maneuvers.

The operational results demonstrated that the overall intersection delay operates at an acceptable LOS D or better for the Hiatus Road at NE Lake Boulevard during both peak hours. The results of the operational analysis are shown below on Table 1 and detailed capacity analysis reports have been included in **Appendix C**.

Table 1 – Existing Conditions Operational Analysis

Intersection	Overall/ Approach	AM Peak Hour		PM Peak Hour	
		Delay (seconds)	LOS	Delay (seconds)	LOS
Hiatus Road and NE Lake Boulevard	Overall	4.8	A	51.1	D
Hiatus Road and NE Lake Boulevard East Approach	Overall	21.7	C	21	C
Hiatus Road and NE Lake Boulevard West Approach	Overall	30.8	D	32.4	D

6. SIGNAL WARRANT ANALYSIS

A traffic signal warrant analysis was completed for the intersection of Hiatus Road and NE Lake Boulevard per the Manual of Uniform Traffic Control Devices (MUTCD). Warrants 1A and 1B as well as Warrant 7 were evaluated since they are the key MUTCD warrants that Broward County generally accepted by the Broward County Traffic Engineering Division. The traffic signal warrant analysis was performed based on a speed limit of 40 MPH on Hiatus Road (the major street) with two lanes in each direction (both north and south approach have dedicated left and right turn lanes). NE Lake Boulevard was classified as the minor street with one lane in each direction. The warrants were evaluated without removing the right turn vehicles from the minor street approach initially to see if the warrants would meet without this reduction.

MUTCD Warrant 1A/1B

The Minimum Vehicular Volume, Condition A, is intended for application where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal. The Interruption of Continuous Traffic, Condition B, is intended for application where the traffic volume on a major street is so heavy that traffic on a minor intersecting street suffers excessive delay or conflict in entering or crossing the major street. Warrant 1 is met if the requirements for Condition A or Condition B are fulfilled for any eight hours of an average day or if a Combination of Warrants, 80% of Condition A and 80% of Condition B, is fulfilled for any eight hours of an average day.

The intersection of Hiatus Road and NE Lake Boulevard does not meet the requirements for Warrant 1A or 1B. If you reduced the volumes even further for the right turn vehicles, the intersection would have even less hours where the volume thresholds were met. The volumes on the major street approach met for 7 of the 8 required hours but 0 hours were met for the minor street approach for the Warrant 1A criteria. The volumes on the major street approach met for 5 of the 8 required hours while 6 out of the 8 required hours for the volumes on the minor street approach were met as part of the Warrant 1B criteria. Evaluating both Warrants 1A and 1B using the 80% volume conditions in combination also did not meet the minimum requirements. Therefore Warrants 1A and 1B do not meet the minimum requirements for installation of a traffic signal. The detailed signal warrant reports have been included in **Appendix D.**

MUTCD Warrant 7

The Crash Experience signal warrant conditions are intended for application where the severity and frequency of crashes are the principal reasons to consider installing a traffic control signal. Standard: The need for a traffic control signal shall be considered if an engineering study finds that all of the following criteria are met:

A. Adequate trial of alternatives with satisfactory observance and enforcement has failed to reduce the crash frequency; and

B. Five or more reported crashes, of types susceptible to correction by a traffic control signal, have occurred within a 12- month period, each crash involving personal injury or property damage apparently exceeding the applicable requirements for a reportable crash; and

C. For each of any 8 hours of an average day, the vehicles per hour (vph) given in both of the 80 percent* columns of Condition A in Table 4C-1, or the vph in both of the 80

percent* columns of Condition B in Table 4C-1 exists on the major-street and the higher-volume minor-street approach, respectively, to the intersection, or the volume of pedestrian traffic is not less than 80 percent of the requirements specified in the Pedestrian Volume warrant. These major-street and minor-street volumes shall be for the same 8-hours. On the minor street, the higher volume shall not be required to be on the same approach during each of the 8 hours.

As mentioned in Section 4 of this report, the crash history of the most recent three year period was researched. There were a total of nine crashes that occurred at this location in the most recent three years. The crash history did not yield five or more crashes within a 12 month period of types susceptible to correction by a traffic control signal. Therefore Warrants 1A and 1B do not meet the minimum requirements for installation of a traffic signal. The detailed signal warrant reports have been included in **Appendix D.**

7. CONCLUSION AND RECOMMENDATIONS

CGA performed a safety study for the intersection of Hiatus Road at NE Lake Boulevard. The purpose of this Study was to evaluate this intersection with respect to the existing traffic operational conditions, the most recent crash history at the subject intersection, collect speed and volume data along Hiatus Road north and south of NE Lake Boulevard as well as perform a traffic signal warrant analysis to determine if a traffic signal is warranted based on the key MUTCD traffic signal warrants accepted by Broward County Traffic Engineering Division. The following is a summary of the results of this study as it relates to these key items:

A. Speed/Volume Data- the 85th percentile speed along Hiatus Road north of NE Lake Boulevard was 50 MPH (10 MPH over the posted speed limit). The 85th percentile speed was 47 MPH (7 MPH over the posted speed limit) along Hiatus Road south of NE Lake Boulevard.
B. Intersection Capacity Analysis- the two way stop controlled intersection of Hiatus Road and NE Lake Boulevard operates at an acceptable overall level of service. The eastbound and westbound left turn movements from NE Lake

Boulevard experience a poor level of service (LOS E) during the peak hour due to the absence of acceptable gaps in the traffic flow.

C. Crash History- there were nine observed crashes in the most recent three year accident research using Signal Four Analytics. The primary crash pattern was right angle collisions (8 out of the 9 observed crashes).
D. MUTCD Traffic Signal Warrant Analysis- the intersection of Hiatus Road and NE Lake Boulevard does not meet the MUTCD criteria for the eight hour vehicular Warrants 1A and 1B or Warrant 7 crash experience.

There also appears to be restricted sight distance based on general field observations for vehicles making an eastbound and westbound right turn out of NE Lake Boulevard. The restricted sight distance for the eastbound right turn is due to the overgrown landscaping at the SW corner. The restricted sight distance for the westbound right turn lane is due to the existing trees planted in the swale on the east side of Hiatus Road.

The 85th percentile speeds along Hiatus Road north and south are too high (7-10 MPH over the posted speed limit of 40 MPH). This in combination with a high number of right angle collisions and a higher than normal amount of delay for eastbound and westbound left turning vehicles creates a high level of discomfort for drivers which creates an unsafe intersection. It is recommended that the City evaluate ways to reduce the 85th percentile speeds along Hiatus Road north and south of NE Lake Boulevard. One way is through possible traffic calming measures along Hiatus Road. There is limited distance between the existing traffic signalized intersection of SE Lake Boulevard and Hiatus Road and the intersection with NE Lake Boulevard (approximately 2,300 LF). The distance is even shorter between the Hiatus Road and Stirling Road signalized intersection and Hiatus Road and NE Lake Boulevard (1,700 LF). Another way to reduce the 85th percentile is through enforcement of the speed limit.

APPENDIX

APPENDIX A
Traffic Data Collection

Prepared by National Data & Surveying Services

SPEED

N Hiatus Rd S/O NE Lake Blvd

Day: Tuesday
Date: 4/5/2016

City:
Project #:

Meeting Date: 04/09/2024 Item #20.

North Bound

Time	< 15	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40 - 44	45 - 49	50 - 54	55 - 59	60 - 64	65 - 69	70 +	Total
00:00 AM	0	0	0	0	0	0	2	0	1	0	0	0	0	3
00:15	0	0	0	0	0	3	6	3	1	1	0	0	0	14
00:30	0	0	0	0	1	2	0	0	0	0	0	0	0	3
00:45	0	0	0	0	0	2	1	0	0	0	0	0	0	3
01:00	0	0	0	0	0	0	2	0	0	0	0	0	0	2
01:15	0	0	0	0	0	0	1	0	1	0	0	0	0	2
01:30	0	0	0	0	0	0	2	3	1	0	0	0	0	6
01:45	0	0	0	0	0	1	0	1	0	0	0	0	0	2
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:15	0	0	0	0	1	1	0	0	0	0	0	0	0	2
02:30	0	0	0	0	0	1	0	1	0	0	0	0	0	2
02:45	0	0	0	0	0	1	1	1	1	0	0	0	0	4
03:00	0	0	0	0	0	0	0	1	2	0	0	0	0	3
03:15	0	0	0	0	0	1	2	1	0	0	0	0	0	4
03:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	1	0	1	1	0	0	0	0	3
04:15	0	0	0	0	0	0	1	3	0	0	0	0	0	4
04:30	0	0	0	0	0	2	2	0	2	0	0	0	0	6
04:45	0	0	0	0	0	0	2	0	1	0	0	0	0	3
05:00	0	0	0	0	0	2	2	2	0	0	1	0	0	7
05:15	0	0	0	0	0	2	1	5	1	0	0	0	0	9
05:30	0	0	0	0	1	4	4	3	0	0	0	0	0	12
05:45	0	0	0	0	2	5	5	1	2	0	0	0	0	15
06:00	0	0	0	0	1	2	1	1	1	0	0	0	0	6
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06:30	0	0	0	1	1	8	19	5	0	0	0	0	0	34
06:45	0	0	0	0	5	14	19	14	3	1	0	0	0	56
07:00	0	0	0	0	6	26	46	7	2	1	0	0	0	88
07:15	0	2	0	0	11	60	49	17	2	0	0	0	0	141
07:30	0	0	0	11	38	81	54	7	0	0	0	0	0	191
07:45	0	0	3	24	34	89	48	8	0	0	0	0	0	206
08:00	0	0	0	0	22	70	49	25	5	0	0	0	0	171
08:15	0	0	0	1	13	26	30	23	3	0	0	0	0	96
08:30	0	0	0	0	6	31	38	27	4	0	1	0	0	107
08:45	0	0	0	0	0	25	45	28	7	0	0	0	0	105
09:00	0	0	0	0	3	29	43	18	2	1	0	0	0	96
09:15	0	0	0	0	0	14	29	22	3	1	0	0	0	69
09:30	0	0	1	1	5	20	19	7	1	0	0	0	0	54
09:45	0	0	0	0	5	16	29	14	1	1	0	0	0	66
10:00	0	0	0	0	15	17	34	12	4	0	0	0	0	82
10:15	0	0	0	0	5	18	30	13	5	0	0	0	0	71
10:30	0	0	0	0	5	6	42	12	10	1	1	0	0	77
10:45	0	0	0	0	3	19	25	9	3	0	1	0	0	60
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11:15	0	0	0	0	1	22	35	13	3	1	0	0	0	75
11:30	0	0	0	0	0	10	37	13	4	1	2	0	0	67
11:45	0	0	0	0	2	21	26	24	6	2	0	0	0	81
12:00 PM	0	0	0	0	0	15	30	19	8	1	0	0	0	73
12:15	0	0	0	0	4	15	32	16	7	0	0	0	0	74
12:30	0	0	0	0	10	21	48	13	5	0	0	0	0	97
12:45	0	0	0	0	0	8	38	20	4	0	0	0	0	70
13:00	0	0	0	0	4	22	39	11	3	0	0	0	0	79
13:15	0	0	0	0	2	17	35	23	3	3	0	0	0	83
13:30	0	0	0	0	1	45	47	19	5	0	0	0	0	117
13:45	0	0	0	0	1	26	38	12	4	0	0	0	0	81
14:00	0	0	0	8	31	56	26	8	0	0	0	0	0	129
14:15	0	0	2	17	28	59	36	7	0	0	0	0	0	149
14:30	0	0	0	0	9	20	47	19	6	2	1	0	0	104
14:45	0	0	0	2	14	49	53	12	4	0	0	0	0	134
15:00	0	0	0	0	3	44	55	32	7	0	0	0	0	141
15:15	0	0	0	0	5	38	57	28	6	1	0	0	0	135
15:30	0	0	0	0	2	42	64	33	4	0	0	0	0	145
15:45	0	0	0	3	10	28	47	22	1	1	0	0	0	112
16:00	0	0	0	0	6	58	65	14	1	0	0	0	0	144
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16:30	0	0	0	0	1	34	67	34	9	0	0	0	0	145
16:45	0	0	0	1	11	24	50	34	12	1	0	0	0	133
17:00	0	0	0	0	2	34	70	27	7	0	0	0	0	140
17:15	0	0	0	0	7	40	55	34	9	1	0	0	0	146
17:30	0	0	0	0	12	36	60	35	3	0	0	0	0	146
17:45	0	0	0	1	1	42	67	23	2	0	0	0	0	136
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18:15	0	0	0	3	8	36	55	22	5	0	0	0	0	129
18:30	0	0	0	1	5	31	55	24	3	0	0	0	0	119
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19:00	0	0	0	0	1	44	51	15	2	2	0	0	0	115
19:15	0	0	0	2	8	33	33	11	3	0	0	0	0	90
19:30	0	0	0	0	7	31	41	22	4	1	0	0	0	106
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20:30	0	0	0	0	3	23	26	15	1	0	1	0	0	69
20:45	0	0	0	3	3	22	28	8	2	0	0	0	0	66
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21:30	0	0	0	0	2	18	20	3	1	0	0	0	0	44
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22:00	0	0	0	0	2	7	13	11	4	1	0	0	0	38
22:15	0	0	0	0	1	11	12	12	1	1	0	0	0	38
22:30	0	0	0	0	2	9	12	7	0	0	0	0	0	30
22:45	0	0	0	0	0	3	5	4	0	1	0	0	0	13
23:00	0	0	0	0	2	2	8	6	2	0	0	0	0	20
23:15	0	0	0	0	0	2	6	5	1	1	0	0	0	15
23:30	0	0	0	0	0	5	6	2	2	0	0	0	0	15
23:45	0	0	0	0	0	0	4	2	1	0	1	0	0	8
Totals		2	6	85	445	1942	2654	1169	261	32	9			6605
% of Totals		0%	0%	1%	7%	29%	40%	18%	4%	0%	0%			100%

AM Volumes	0	2	4	38	188	674	813	364	92	12	6	0	0	2193
% AM		0%	0%	1%	3%	10%	12%	6%	1%	0%	0%			33%
AM Peak Hour		06:30	07:00	07:30	07:30	07:15	07:15	08:00	11:45	11:15	10:45			07:15
Volume		2	3	36	107	300	200	103	26	5	3			709
PM Volumes	0	0	2	47	257	1268	1841	805	169	20	3	0	0	4412
% PM			0%	1%	4%	19%	28%	12%	3%	0%	0%			67%
PM Peak Hour			13:30	14:00	14:00	13:30	17:00	16:45	16:30	19:00	13:45			17:00
Volume			2	27	82	186	252	130	37	4	1			568

Directional Peak Periods	AM 7-9			NOON 12-2			PM 4-6			Off Peak Volumes		
All Classes	Volume	⟷	%	Volume	⟷	%	Volume	⟷	%	Volume	⟷	%
	1105		17%	674		10%	1119		17%	3707		56%

Street Name	Direction	Percentiles					
		15th	50th	Average	85th	95th	ADT
N Hiatus Rd	North Bound	36	42	42	47	50	6605
N Hiatus Rd	South Bound						

Prepared by National Data & Surveying Services

SPEED

N Hiatus Rd S/O NE Lake Blvd

Day: Tuesday
Date: 4/5/2016

City: Cooper Creek
Project #: FL16_3095_001s

South Bound

Time	< 15	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40 - 44	45 - 49	50 - 54	55 - 59	60 - 64	65 - 69	70 +	Total
00:00 AM														0
00:15														0
00:30														0
00:45														0
01:00														0
01:15														0
01:30														0
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23:15														0
23:30														0
23:45														0
Totals														
% of Totals														

AM Volumes	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% AM														
AM Peak Hour														
Volume														
PM Volumes	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% PM														
PM Peak Hour														
Volume														

Directional Peak Periods	AM 7-9			NOON 12-2			PM 4-6			Off Peak Volumes		
All Classes	Volume	↔	%	Volume	↔	%	Volume	↔	%	Volume	↔	%
	0		#VALUE!	0		#VALUE!	0		#VALUE!	#VALUE!		#VALUE!

Street Name	Direction	Percentiles					
		15th	50th	Average	85th	95th	ADT
N Hiatus Rd	North Bound	36	42	42	47	50	6605
N Hiatus Rd	South Bound						

Prepared by National Data & Surveying Services

SPEED

N Hiatus Rd S/O NE Lake Blvd

Day: Tuesday
Date: 4/5/2016

City: Cooper Creek
Project #: FL16_3095_001

Meeting Date: 04/09/2024 Item #20.

Summary

Time	< 15	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40 - 44	45 - 49	50 - 54	55 - 59	60 - 64	65 - 69	70 +	Total
00:00 AM	0	0	0	0	0	0	2	0	1	0	0	0	0	3
00:15	0	0	0	0	0	3	6	3	1	1	0	0	0	14
00:30	0	0	0	0	1	2	0	0	0	0	0	0	0	3
00:45	0	0	0	0	0	2	1	0	0	0	0	0	0	3
01:00	0	0	0	0	0	0	2	0	0	0	0	0	0	2
01:15	0	0	0	0	0	0	1	0	1	0	0	0	0	2
01:30	0	0	0	0	0	0	2	3	1	0	0	0	0	6
01:45	0	0	0	0	0	1	0	1	0	0	0	0	0	2
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:15	0	0	0	0	1	1	0	0	0	0	0	0	0	2
02:30	0	0	0	0	0	1	0	1	0	0	0	0	0	2
02:45	0	0	0	0	0	1	1	1	1	0	0	0	0	4
03:00	0	0	0	0	0	0	0	1	2	0	0	0	0	3
03:15	0	0	0	0	0	1	2	1	0	0	0	0	0	4
03:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	1	0	1	1	0	0	0	0	3
04:15	0	0	0	0	0	0	1	3	0	0	0	0	0	4
04:30	0	0	0	0	0	2	2	0	2	0	0	0	0	6
04:45	0	0	0	0	0	0	2	0	1	0	0	0	0	3
05:00	0	0	0	0	0	2	2	2	0	0	1	0	0	7
05:15	0	0	0	0	0	2	1	5	1	0	0	0	0	9
05:30	0	0	0	0	1	4	4	3	0	0	0	0	0	12
05:45	0	0	0	0	2	5	5	1	2	0	0	0	0	15
06:00	0	0	0	0	1	2	1	1	1	0	0	0	0	6
06:15	0	0	0	0	0	3	8	1	2	1	0	0	0	15
06:30	0	0	0	1	1	8	19	5	0	0	0	0	0	34
06:45	0	0	0	0	5	14	19	14	3	1	0	0	0	56
07:00	0	0	0	0	6	26	46	7	2	1	0	0	0	88
07:15	0	2	0	0	11	60	49	17	2	0	0	0	0	141
07:30	0	0	0	11	38	81	54	7	0	0	0	0	0	191
07:45	0	0	3	24	34	89	48	8	0	0	0	0	0	206
08:00	0	0	0	0	22	70	49	25	5	0	0	0	0	171
08:15	0	0	0	1	13	26	30	23	3	0	0	0	0	96
08:30	0	0	0	0	6	31	38	27	4	0	1	0	0	107
08:45	0	0	0	0	0	25	45	28	7	0	0	0	0	105
09:00	0	0	0	0	3	29	43	18	2	1	0	0	0	96
09:15	0	0	0	0	0	14	29	22	3	1	0	0	0	69
09:30	0	0	1	1	5	20	19	7	1	0	0	0	0	54
09:45	0	0	0	0	5	16	29	14	1	1	0	0	0	66
10:00	0	0	0	0	15	17	34	12	4	0	0	0	0	82
10:15	0	0	0	0	5	18	30	13	5	0	0	0	0	71
10:30	0	0	0	0	5	6	42	12	10	1	1	0	0	77
10:45	0	0	0	0	3	19	25	9	3	0	1	0	0	60
11:00	0	0	0	0	2	19	24	18	7	0	0	0	0	70
11:15	0	0	0	0	1	22	35	13	3	1	0	0	0	75
11:30	0	0	0	0	0	10	37	13	4	1	2	0	0	67
11:45	0	0	0	0	2	21	26	24	6	2	0	0	0	81
12:00 PM	0	0	0	0	0	15	30	19	8	1	0	0	0	73
12:15	0	0	0	0	4	15	32	16	7	0	0	0	0	74
12:30	0	0	0	0	10	21	48	13	5	0	0	0	0	97
12:45	0	0	0	0	0	8	38	20	4	0	0	0	0	70
13:00	0	0	0	0	4	22	39	11	3	0	0	0	0	79
13:15	0	0	0	0	2	17	35	23	3	3	0	0	0	83
13:30	0	0	0	0	1	45	47	19	5	0	0	0	0	117
13:45	0	0	0	0	1	26	38	12	4	0	0	0	0	81
14:00	0	0	0	8	31	56	26	8	0	0	0	0	0	129
14:15	0	0	2	17	28	59	36	7	0	0	0	0	0	149
14:30	0	0	0	0	9	20	47	19	6	2	1	0	0	104
14:45	0	0	0	2	14	49	53	12	4	0	0	0	0	134
15:00	0	0	0	0	3	44	55	32	7	0	0	0	0	141
15:15	0	0	0	0	5	38	57	28	6	1	0	0	0	135
15:30	0	0	0	0	2	42	64	33	4	0	0	0	0	145
15:45	0	0	0	3	10	28	47	22	1	1	0	0	0	112
16:00	0	0	0	0	6	58	65	14	1	0	0	0	0	144
16:15	0	0	0	0	2	33	58	28	7	1	0	0	0	129
16:30	0	0	0	0	1	34	67	34	9	0	0	0	0	145
16:45	0	0	0	1	11	24	50	34	12	1	0	0	0	133
17:00	0	0	0	0	2	34	70	27	7	0	0	0	0	140
17:15	0	0	0	0	7	40	55	34	9	1	0	0	0	146
17:30	0	0	0	0	12	36	60	35	3	0	0	0	0	146
17:45	0	0	0	1	1	42	67	23	2	0	0	0	0	136
18:00	0	0	0	0	7	49	57	23	4	0	0	0	0	140
18:15	0	0	0	3	8	36	55	22	5	0	0	0	0	129
18:30	0	0	0	1	5	31	55	24	3	0	0	0	0	119
18:45	0	0	0	0	12	24	54	32	6	0	0	0	0	128
19:00	0	0	0	0	1	44	51	15	2	2	0	0	0	115
19:15	0	0	0	2	8	33	33	11	3	0	0	0	0	90
19:30	0	0	0	0	7	31	41	22	4	1	0	0	0	106
19:45	0	0	0	3	1	30	41	16	4	1	0	0	0	96
20:00	0	0	0	0	0	13	42	12	2	0	0	0	0	69
20:15	0	0	0	0	7	19	28	11	0	0	0	0	0	65
20:30	0	0	0	0	3	23	26	15	1	0	1	0	0	69
20:45	0	0	0	3	3	22	28	8	2	0	0	0	0	66
21:00	0	0	0	3	5	24	22	3	2	0	0	0	0	59
21:15	0	0	0	0	15	11	22	10	1	0	0	0	0	59
21:30	0	0	0	0	2	18	20	3	1	0	0	0	0	44
21:45	0	0	0	0	0	15	16	6	1	1	0	0	0	39
22:00	0	0	0	0	2	7	13	11	4	1	0	0	0	38
22:15	0	0	0	0	1	11	12	12	1	1	0	0	0	38
22:30	0	0	0	0	2	9	12	7	0	0	0	0	0	30
22:45	0	0	0	0	0	3	5	4	0	1	0	0	0	13
23:00	0	0	0	0	2	2	8	6	2	0	0	0	0	20
23:15	0	0	0	0	0	2	6	5	1	1	0	0	0	15
23:30	0	0	0	0	0	5	6	2	0	0	1	0	0	15
23:45	0	0	0	0	0	0	4	2	1	0	1	0	0	8
Totals		2	4	38	443	1942	2654	1169	261	32	8			6605
% of Totals		0%	0%	1%	7%	29%	40%	18%	4%	0%	0%			100%

AM Volumes	0	2	4	38	188	674	813	364	92	12	6	0	0	2193
% AM		0%	0%	1%	3%	10%	12%	6%	1%	0%	0%			33%
AM Peak Hour		06:30	07:00	07:30	07:30	07:15	07:15	08:00	11:45	11:15	10:45			07:15
Volume		2	3	36	107	300	200	103	26	5	3			709
PM Volumes	0	0	2	47	257	1268	1841	805	169	20	3	0	0	4412
% PM			0%	1%	4%	19%	28%	12%	3%	0%	0%			67%
PM Peak Hour			13:30	14:00	14:00	13:30	17:00	16:45	16:30	19:00	13:45			17:00
Volume			2	27	82	186	252	130	37	4	1			568

Directional Peak Periods	AM 7-9		NOON 12-2		PM 4-6		Off Peak Volumes	
All Classes	Volume	%	Volume	%	Volume	%	Volume	%
	1105	17%	674	10%	1119	17%	3707	56%

Street Name	Direction	Percentiles					
		15th	50th	Average	85th	95th	ADT
N Hiatus Rd	Summary	36	42	42	47	50	6605

SPEED

N Hiatus Rd S/O NE Lake Blvd

Meeting Date: 04/09/2024 Item #20.

Day: Tuesday
Date: 4/5/2016

City: Cooper Creek
Project #: FL16_3095_001n

North Bound

Time	< 15	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40 - 44	45 - 49	50 - 54	55 - 59	60 - 64	65 - 69	70 +	Total
00:00 AM	0	0	0	0	1	7	9	3	2	1	0	0	0	23
01:00	0	0	0	0	0	1	5	4	2	0	0	0	0	12
02:00	0	0	0	0	1	3	1	2	1	0	0	0	0	8
03:00	0	0	0	0	0	1	2	2	2	0	0	0	0	7
04:00	0	0	0	0	0	3	5	4	4	0	0	0	0	16
05:00	0	0	0	0	3	13	12	11	3	0	1	0	0	43
06:00	0	0	0	1	7	27	47	21	6	2	0	0	0	111
07:00	0	2	3	35	89	256	197	39	4	1	0	0	0	626
08:00	0	0	0	1	41	152	162	103	19	0	1	0	0	479
09:00	0	0	1	1	13	79	120	61	7	3	0	0	0	285
10:00	0	0	0	0	28	60	131	46	22	1	2	0	0	290
11:00	0	0	0	0	5	72	122	68	20	4	2	0	0	293
12:00 PM	0	0	0	0	14	59	148	68	24	1	0	0	0	314
13:00	0	0	0	0	8	110	159	65	15	3	0	0	0	360
14:00	0	0	2	27	82	184	162	46	10	2	1	0	0	516
15:00	0	0	0	3	20	152	223	115	18	2	0	0	0	533
16:00	0	0	0	1	20	149	240	110	29	2	0	0	0	551
17:00	0	0	0	1	22	152	252	119	21	1	0	0	0	568
18:00	0	0	0	4	32	140	221	101	18	0	0	0	0	516
19:00	0	0	0	5	17	138	166	64	13	4	0	0	0	407
20:00	0	0	0	3	13	77	124	46	5	0	1	0	0	269
21:00	0	0	0	3	22	68	80	22	5	1	0	0	0	201
22:00	0	0	0	0	5	30	42	34	5	3	0	0	0	119
23:00	0	0	0	0	2	9	24	15	6	1	1	0	0	58
Totals		2	6	85	445	1942	2654	1169	261	32	9			6605
% of Totals		0%	0%	1%	7%	29%	40%	18%	4%	0%	0%			100%

AM Volumes	0	2	4	38	188	674	813	364	92	12	6	0	0	2193
% AM		0%	0%	1%	3%	10%	12%	6%	1%	0%	0%			33%
AM Peak Hour		07:00	07:00	07:00	07:00	07:00	07:00	08:00	10:00	11:00	10:00			07:00
Volume		2	3	35	89	256	197	103	22	4	2			626
PM Volumes	0	0	2	47	257	1268	1841	805	169	20	3	0	0	4412
% PM			0%	1%	4%	19%	28%	12%	3%	0%	0%			67%
PM Peak Hour			14:00	14:00	14:00	14:00	17:00	17:00	16:00	19:00	14:00			17:00
Volume			2	27	82	184	252	119	29	4	1			568

Directional Peak Periods	AM 7-9			NOON 12-2			PM 4-6			Off Peak Volumes		
All Speeds	Volume	↔	%	Volume	↔	%	Volume	↔	%	Volume	↔	%
	1105	↔	17%	674	↔	10%	1119	↔	17%	3707	↔	56%

Street Name	Direction	Percentiles					
		15th	50th	Average	85th	95th	ADT
N Hiatus Rd	North Bound	36	42	42	47	50	6605
N Hiatus Rd	South Bound						

2159

SPEED

N Hiatus Rd S/O NE Lake Blvd

Meeting Date: 04/09/2024 Item #20.

Day: Tuesday
Date: 4/5/2016

City: Cooper Creek
Project #: FL16_3095_001s

South Bound

Time	< 15	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40 - 44	45 - 49	50 - 54	55 - 59	60 - 64	65 - 69	70 +	Total
00:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
18:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
19:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Totals														
% of Totals														

AM Volumes	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% AM														
AM Peak Hour														
Volume														
PM Volumes	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% PM														
PM Peak Hour														
Volume														

Directional Peak Periods	AM 7-9			NOON 12-2			PM 4-6			Off Peak Volumes		
All Speeds	Volume	↔	%	Volume	↔	%	Volume	↔	%	Volume	↔	%
	0		#VALUE!	0		#VALUE!	0		#VALUE!	#VALUE!		#VALUE!

Street Name	Direction	Percentiles						
		15th	50th	Average	85th	95th	ADT	
N Hiatus Rd	North Bound	36	42	42	47	50	6605	2160
N Hiatus Rd	South Bound							

SPEED

N Hiatus Rd S/O NE Lake Blvd

Meeting Date: 04/09/2024 Item #20.

Day: Tuesday
Date: 4/5/2016

City: Cooper Creek
Project #: FL16_3095_001

Summary

Time	< 15	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40 - 44	45 - 49	50 - 54	55 - 59	60 - 64	65 - 69	70 +	Total
00:00 AM	0	0	0	0	1	7	9	3	2	1	0	0	0	**23**
01:00	0	0	0	0	0	1	5	4	2	0	0	0	0	**12**
02:00	0	0	0	0	1	3	1	2	1	0	0	0	0	**8**
03:00	0	0	0	0	0	1	2	2	2	0	0	0	0	**7**
04:00	0	0	0	0	0	3	5	4	4	0	0	0	0	**16**
05:00	0	0	0	0	3	13	12	11	3	0	1	0	0	**43**
06:00	0	0	0	1	7	27	47	21	6	2	0	0	0	**111**
07:00	0	2	3	35	89	256	197	39	4	1	0	0	0	**626**
08:00	0	0	0	1	41	152	162	103	19	0	1	0	0	**479**
09:00	0	0	1	1	13	79	120	61	7	3	0	0	0	**285**
10:00	0	0	0	0	28	60	131	46	22	1	2	0	0	**290**
11:00	0	0	0	0	5	72	122	68	20	4	2	0	0	**293**
12:00 PM	0	0	0	0	14	59	148	68	24	1	0	0	0	**314**
13:00	0	0	0	0	8	110	159	65	15	3	0	0	0	**360**
14:00	0	0	2	27	82	184	162	46	10	2	1	0	0	**516**
15:00	0	0	0	3	20	152	223	115	18	2	0	0	0	**533**
16:00	0	0	0	1	20	149	240	110	29	2	0	0	0	**551**
17:00	0	0	0	1	22	152	252	119	21	1	0	0	0	**568**
18:00	0	0	0	4	32	140	221	101	18	0	0	0	0	**516**
19:00	0	0	0	5	17	138	166	64	13	4	0	0	0	**407**
20:00	0	0	0	3	13	77	124	46	5	0	1	0	0	**269**
21:00	0	0	0	3	22	68	80	22	5	1	0	0	0	**201**
22:00	0	0	0	0	5	30	42	34	5	3	0	0	0	**119**
23:00	0	0	0	0	2	9	24	15	6	1	1	0	0	**58**
Totals		**2**	**6**	**85**	**445**	**1942**	**2654**	**1169**	**261**	**32**	**9**			**6605**
% of Totals		0%	0%	1%	7%	29%	40%	18%	4%	0%	0%			100%

AM Volumes	0	2	4	38	188	674	813	364	92	12	6	0	0	2193
% AM		0%	0%	1%	3%	10%	12%	6%	1%	0%	0%			33%
AM Peak Hour		07:00	07:00	07:00	07:00	07:00	07:00	08:00	10:00	11:00	10:00			07:00
Volume		2	3	35	89	256	197	103	22	4	2			626
PM Volumes	0	0	2	47	257	1268	1841	805	169	20	3	0	0	4412
% PM			0%	1%	4%	19%	28%	12%	3%	0%	0%			67%
PM Peak Hour			14:00	14:00	14:00	14:00	17:00	17:00	16:00	19:00	14:00			17:00
Volume			2	27	82	184	252	119	29	4	1			568

Directional Peak Periods	**AM 7-9**			**NOON 12-2**			**PM 4-6**			**Off Peak Volumes**		
All Speeds	Volume	↔	%	Volume	↔	%	Volume	↔	%	Volume	↔	%
	1105	↔	17%	674	↔	10%	1119	↔	17%	3707	↔	56%

Street Name	Direction	Percentiles					
		15th	50th	Average	85th	95th	ADT
N Hiatus Rd	Summary	36	42	42	47	50	6605

2161

Meeting Date: 04/09/2024 Item #20.

DAILY TOTALS	NB	SB	EB	WB	To
	6,605	0	0	0	6,6

AM Period	NB		SB	EB	WB	TOTAL		PM Period	NB		SB	EB	WB	TOT
00:00	3		0	0	0	3		12:00	73		0	0	0	73
00:15	14		0	0	0	14		12:15	74		0	0	0	74
00:30	3		0	0	0	3		12:30	97		0	0	0	97
00:45	3	23	0	0	0	3	23	12:45	70	314	0	0	0	70
01:00	2		0	0	0	2		13:00	79		0	0	0	79
01:15	2		0	0	0	2		13:15	83		0	0	0	83
01:30	6		0	0	0	6		13:30	117		0	0	0	117
01:45	2	12	0	0	0	2	12	13:45	81	360	0	0	0	81
02:00	0		0	0	0			14:00	129		0	0	0	129
02:15	2		0	0	0	2		14:15	149		0	0	0	149
02:30	2		0	0	0	2		14:30	104		0	0	0	104
02:45	4	8	0	0	0	4	8	14:45	134	516	0	0	0	134
03:00	3		0	0	0	3		15:00	141		0	0	0	141
03:15	4		0	0	0	4		15:15	135		0	0	0	135
03:30	0		0	0	0			15:30	145		0	0	0	145
03:45	0	7	0	0	0		7	15:45	112	533	0	0	0	112
04:00	3		0	0	0	3		16:00	144		0	0	0	144
04:15	4		0	0	0	4		16:15	129		0	0	0	129
04:30	6		0	0	0	6		16:30	145		0	0	0	145
04:45	3	16	0	0	0	3	16	16:45	133	551	0	0	0	133
05:00	7		0	0	0	7		17:00	140		0	0	0	140
05:15	9		0	0	0	9		17:15	146		0	0	0	146
05:30	12		0	0	0	12		17:30	146		0	0	0	146
05:45	15	43	0	0	0	15	43	17:45	136	568	0	0	0	136
06:00	6		0	0	0	6		18:00	140		0	0	0	140
06:15	15		0	0	0	15		18:15	129		0	0	0	129
06:30	34		0	0	0	34		18:30	119		0	0	0	119
06:45	56	111	0	0	0	56	111	18:45	128	516	0	0	0	128
07:00	88		0	0	0	88		19:00	115		0	0	0	115
07:15	141		0	0	0	141		19:15	90		0	0	0	90
07:30	191		0	0	0	191		19:30	106		0	0	0	106
07:45	206	626	0	0	0	206	626	19:45	96	407	0	0	0	96
08:00	171		0	0	0	171		20:00	69		0	0	0	69
08:15	96		0	0	0	96		20:15	65		0	0	0	65
08:30	107		0	0	0	107		20:30	69		0	0	0	69
08:45	105	479	0	0	0	105	479	20:45	66	269	0	0	0	66
09:00	96		0	0	0	96		21:00	59		0	0	0	59
09:15	69		0	0	0	69		21:15	59		0	0	0	59
09:30	54		0	0	0	54		21:30	44		0	0	0	44
09:45	66	285	0	0	0	66	285	21:45	39	201	0	0	0	39
10:00	82		0	0	0	82		22:00	38		0	0	0	38
10:15	71		0	0	0	71		22:15	38		0	0	0	38
10:30	77		0	0	0	77		22:30	30		0	0	0	30
10:45	60	290	0	0	0	60	290	22:45	13	119	0	0	0	13
11:00	70		0	0	0	70		23:00	20		0	0	0	20
11:15	75		0	0	0	75		23:15	15		0	0	0	15
11:30	67		0	0	0	67		23:30	15		0	0	0	15
11:45	81	293	0	0	0	81	293	23:45	8	58	0	0	0	8
TOTALS		2193					2193	TOTALS		4412				
SPLIT %		100.0%					33.2%	SPLIT %		100.0%				

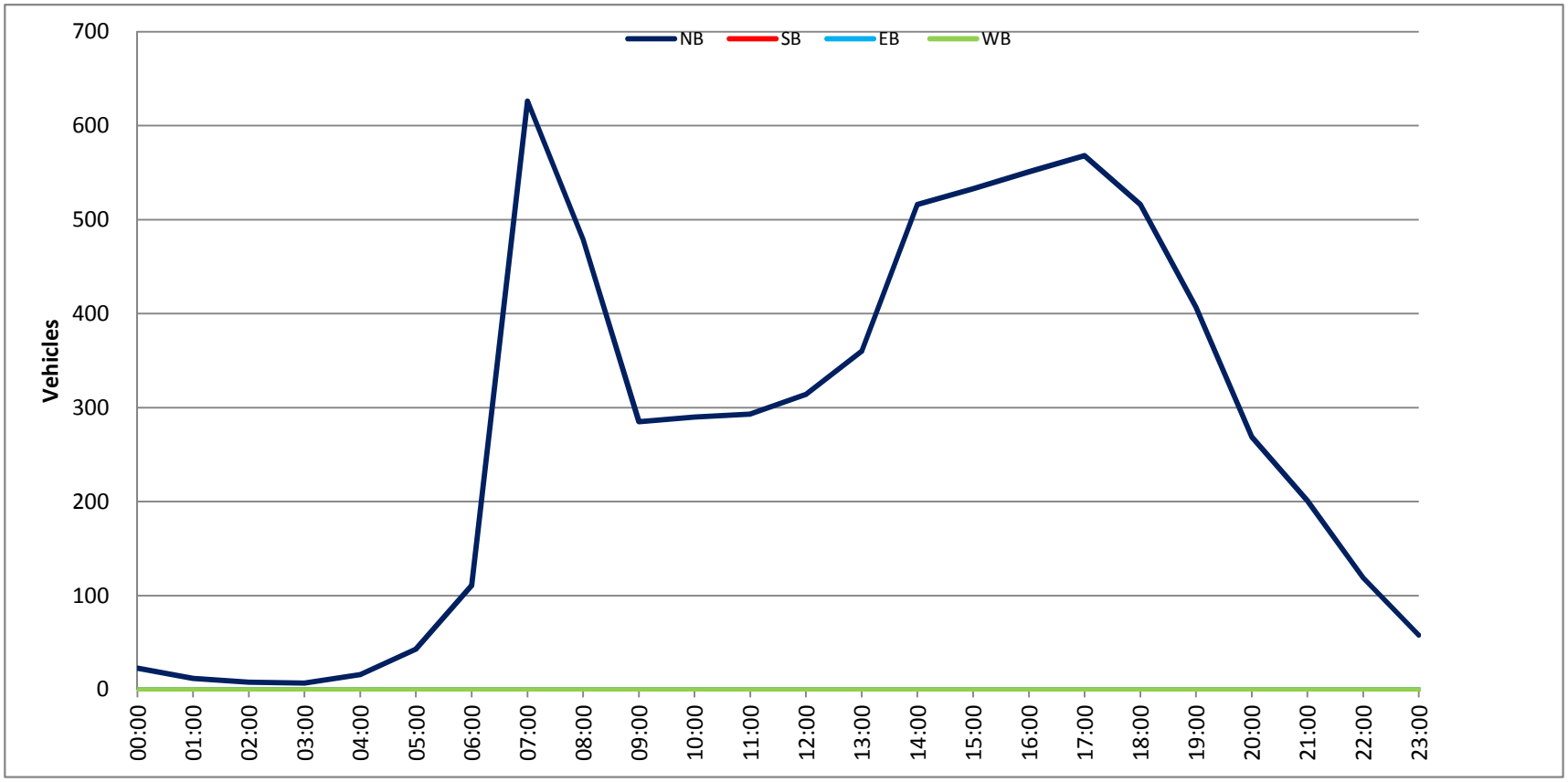
DAILY TOTALS	NB	SB	EB	WB	To
	6,605	0	0	0	6,6

AM Peak Hour	07:15					07:15		PM Peak Hour	17:00					
AM Pk Volume	709					709		PM Pk Volume	568					
Pk Hr Factor	0.860					0.860		Pk Hr Factor	0.943					
7 - 9 Volume	1105	0	0	0		1105		4 - 6 Volume	1119	0	0	0		
7 - 9 Peak Hour	07:15					07:15		4 - 6 Peak Hour	17:00					
7 - 9 Pk Volume	709	0	0	0		709		4 - 6 Pk Volume	568	0	0	0		
Pk Hr Factor	0.860	0.000	0.000	0.000		0.860		Pk Hr Factor	0.973	0.000	0.000	0.000		

Prepared by NDS/ATD

Project #: FL16_3095_001 **City:** Cooper Creek

Location: N Hiatus Rd S/O NE Lake Blvd **Date:** 4/5/2016



Prepared by National Data & Surveying Services

SPEED

N Hiatus Rd N/O NE Lake Blvd

Day: Tuesday
Date: 4/5/2016

City: Cooper Creek
Project #: FL16_3095_002n

North Bound

Time	< 15	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40 - 44	45 - 49	50 - 54	55 - 59	60 - 64	65 - 69	70 +	Total
00:00 AM														0
00:15														0
00:30														0
00:45														0
01:00														0
01:15														0
01:30														0
01:45														0
02:00														0
02:15														0
02:30														0
02:45														0
03:00														0
03:15														0
03:30														0
03:45														0
04:00														0
04:15														0
04:30														0
04:45														0
05:00														0
05:15														0
05:30														0
05:45														0
06:00														0
06:15														0
06:30														0
06:45														0
07:00														0
07:15														0
07:30														0
07:45														0
08:00														0
08:15														0
08:30														0
08:45														0
09:00														0
09:15														0
09:30														0
09:45														0
10:00														0
10:15														0
10:30														0
10:45														0
11:00														0
11:15														0
11:30														0
11:45														0
12:00 PM														0
12:15														0
12:30														0
12:45														0
13:00														0
13:15														0
13:30														0
13:45														0
14:00														0
14:15														0
14:30														0
14:45														0
15:00														0
15:15														0
15:30														0
15:45														0
16:00														0
16:15														0
16:30														0
16:45														0
17:00														0
17:15														0
17:30														0
17:45														0
18:00														0
18:15														0
18:30														0
18:45														0
19:00														0
19:15														0
19:30														0
19:45														0
20:00														0
20:15														0
20:30														0
20:45														0
21:00														0
21:15														0
21:30														0
21:45														0
22:00														0
22:15														0
22:30														0
22:45														0
23:00														0
23:15														0
23:30														0
23:45														0
Totals														
% of Totals														

AM Volumes	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% AM														
AM Peak Hour														
Volume														
PM Volumes	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% PM														
PM Peak Hour														
Volume														

Directional Peak Periods	AM 7-9			NOON 12-2			PM 4-6			Off Peak Volumes		
All Classes	Volume	↔	%	Volume	↔	%	Volume	↔	%	Volume	↔	%
	0		#VALUE!	0		#VALUE!	0		#VALUE!	#VALUE!		#VALUE!

Street Name	Direction	Percentiles					
		15th	50th	Average	85th	95th	ADT
N Hiatus Rd	North Bound						
N Hiatus Rd	South Bound	41	45	46	50	54	5906

Prepared by National Data & Surveying Services

SPEED

N Hiatus Rd N/O NE Lake Blvd

Day: Tuesday
Date: 4/5/2016

City: Cooper Creek
Project #: FL16_3095_002s

Meeting Date: 04/09/2024 Item #20.

South Bound

Time	< 15	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40 - 44	45 - 49	50 - 54	55 - 59	60 - 64	65 - 69	70 +	Total
00:00 AM	0	0	0	0	0	0	1	0	3	2	0	0	0	6
00:15	0	0	0	0	0	0	2	2	2	0	1	0	0	7
00:30	0	0	0	0	0	0	4	3	3	2	0	0	0	12
00:45	0	0	0	0	0	0	4	0	1	1	0	0	0	6
01:00	0	0	0	0	0	0	2	4	0	0	0	0	0	6
01:15	0	0	0	0	0	1	1	1	1	0	0	0	0	4
01:30	0	0	0	0	0	1	0	2	1	0	0	0	0	4
01:45	0	0	0	0	0	0	0	0	1	0	0	0	0	1
02:00	0	0	0	0	0	0	0	0	1	0	0	0	0	1
02:15	0	0	0	0	0	1	1	0	0	1	0	1	0	4
02:30	0	0	0	0	0	0	0	2	0	0	0	0	0	2
02:45	0	0	0	0	0	1	1	1	0	1	0	0	0	4
03:00	0	0	0	0	0	0	0	3	0	0	0	0	0	3
03:15	0	0	0	0	0	0	1	0	0	0	0	0	0	1
03:30	0	0	0	0	0	1	0	1	0	0	0	0	0	2
03:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	1	0	0	0	0	1
04:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:30	0	0	0	0	0	0	2	2	0	0	0	0	0	4
04:45	0	0	0	0	0	0	1	2	0	0	0	0	0	3
05:00	0	0	0	0	0	0	4	0	1	0	0	0	0	5
05:15	0	0	0	0	0	0	1	0	2	0	0	1	0	4
05:30	0	0	0	0	0	2	2	4	1	0	0	0	0	9
05:45	0	0	0	0	0	2	3	3	2	1	0	0	0	11
06:00	0	0	0	0	0	0	5	8	5	0	0	0	0	18
06:15	0	0	0	0	1	2	16	6	4	1	0	0	0	30
06:30	0	0	0	0	1	1	18	9	2	2	0	0	0	33
06:45	0	0	0	0	0	10	23	13	6	0	0	0	0	52
07:00	0	0	0	0	4	2	25	28	5	0	1	0	0	65
07:15	0	0	0	0	4	12	24	37	7	3	1	0	0	88
07:30	0	0	0	0	1	18	40	29	7	1	0	0	0	96
07:45	0	0	0	0	0	5	33	32	5	2	0	0	0	77
08:00	0	0	0	0	1	9	37	35	6	1	0	0	0	89
08:15	0	0	0	0	0	12	32	34	17	2	0	0	0	97
08:30	0	0	0	1	1	5	34	30	11	1	0	0	0	83
08:45	0	0	0	0	1	13	35	15	14	3	0	0	0	81
09:00	0	0	0	0	0	12	22	25	10	2	0	0	0	71
09:15	0	0	0	0	1	8	11	36	11	1	0	0	0	68
09:30	0	0	0	0	2	9	25	16	12	4	0	0	0	68
09:45	0	0	0	1	2	15	25	28	10	3	0	0	0	84
10:00	0	0	0	0	0	8	20	21	8	4	2	1	0	64
10:15	0	0	0	0	2	5	18	26	12	1	0	0	0	64
10:30	0	0	0	1	0	3	30	27	7	0	1	0	0	69
10:45	0	0	0	2	0	19	25	15	9	3	1	0	0	74
11:00	0	0	0	0	0	5	28	23	9	1	0	0	0	66
11:15	0	0	0	0	0	8	23	22	7	4	0	0	0	64
11:30	0	0	0	0	0	6	20	34	10	2	0	0	0	72
11:45	0	0	0	0	0	4	24	22	8	6	0	0	0	64
12:00 PM	0	0	0	0	4	6	29	27	10	1	0	0	0	77
12:15	0	0	0	0	0	5	34	34	15	1	0	0	0	89
12:30	0	0	0	0	0	10	25	28	9	4	2	0	0	78
12:45	0	0	0	0	2	15	41	28	8	1	0	0	0	95
13:00	0	0	0	0	0	13	29	25	10	1	1	0	0	79
13:15	0	0	0	2	2	6	39	22	6	1	1	0	0	79
13:30	0	0	0	0	0	8	25	31	14	2	1	0	0	81
13:45	0	0	0	0	0	5	40	39	12	4	0	0	0	100
14:00	0	0	0	0	1	7	28	24	10	3	0	0	0	73
14:15	0	0	0	0	1	9	29	34	14	2	0	0	0	89
14:30	0	0	0	0	0	12	27	30	9	0	0	0	0	78
14:45	0	0	0	0	1	12	43	48	18	0	1	0	0	123
15:00	0	0	0	0	0	16	33	46	14	7	0	0	0	116
15:15	0	0	0	0	0	17	52	41	15	0	0	0	0	125
15:30	0	0	0	0	0	11	32	44	13	7	0	0	0	107
15:45	0	0	0	0	0	15	56	42	11	5	1	0	0	130
16:00	0	0	0	0	1	12	33	41	12	3	0	0	0	102
16:15	0	0	0	0	0	3	37	56	21	1	0	0	0	118
16:30	0	0	0	0	1	5	32	47	15	6	1	0	0	107
16:45	0	0	0	0	0	10	55	43	19	5	2	0	0	134
17:00	0	0	0	0	2	9	63	52	21	1	0	0	0	148
17:15	0	0	0	0	4	6	48	46	22	9	1	0	0	136
17:30	0	0	0	0	1	7	44	58	19	4	1	0	0	134
17:45	0	0	0	0	0	8	62	59	19	4	0	0	0	152
18:00	0	0	0	0	0	3	35	65	25	3	0	0	0	131
18:15	0	0	0	0	0	11	46	67	15	5	0	0	0	144
18:30	0	0	0	0	0	10	53	51	13	3	0	0	0	130
18:45	0	0	0	0	0	15	49	34	13	0	1	0	0	112
19:00	0	0	0	0	1	9	33	32	12	2	1	0	0	90
19:15	0	0	0	0	1	8	39	46	15	1	0	0	0	110
19:30	0	0	0	0	1	13	43	15	8	4	0	0	0	84
19:45	0	0	0	0	1	13	39	39	5	2	0	0	0	99
20:00	0	0	0	0	1	5	33	19	9	2	0	0	0	69
20:15	0	0	0	0	1	11	40	30	8	1	0	0	0	91
20:30	0	0	0	0	1	17	36	24	6	0	0	0	0	84
20:45	0	0	0	2	2	10	20	15	5	1	0	0	0	55
21:00	0	0	0	0	0	6	20	33	6	2	0	1	0	68
21:15	0	0	0	0	0	5	22	17	7	3	0	0	0	54
21:30	0	0	0	0	0	2	18	20	8	4	0	0	0	52
21:45	0	0	0	0	2	7	17	14	3	4	0	0	0	47
22:00	0	0	0	1	0	2	14	16	5	3	1	1	0	43
22:15	0	0	0	0	0	4	13	16	5	1	1	0	0	40
22:30	0	0	0	0	1	2	9	9	9	1	0	0	0	31
22:45	0	0	0	0	1	4	5	5	6	0	0	0	0	21
23:00	0	0	0	0	0	1	7	4	5	3	0	0	0	20
23:15	0	0	0	0	0	1	10	6	3	2	0	0	0	22
23:30	0	0	0	0	0	0	2	5	0	0	0	0	0	7
23:45	0	0	0	0	0	1	2	3	5	3	1	0	0	15
Totals				10	57	568	2165	2134	751	175	23	5		5906
% of Totals				0%	1%	10%	37%	36%	13%	3%	0%	0%		100%

AM Volumes	0	0	0	5	21	200	623	602	221	55	7	3	0	1737
% AM				0%	0%	3%	11%	10%	4%	1%	0%	0%		29%
AM Peak Hour				10:00	06:30	07:15	07:30	07:15	08:15	11:00	10:00	01:30		07:30
Volume				3	9	44	142	133	52	13	4	1		359
PM Volumes	0	0	0	5	34	388	1542	1532	530	120	16	2	0	4169
% PM				0%	1%	7%	26%	26%	9%	2%	0%	0%		71%
PM Peak Hour				12:30	16:30	15:00	17:00	17:30	17:15	16:30	12:30	20:15		17:00
Volume				2	7	59	217	249	85	21	4	1		570

Directional Peak Periods	AM 7-9		NOON 12-2		PM 4-6		Off Peak Volumes	
All Classes	Volume	%	Volume	%	Volume	%	Volume	%
	676	11%	678	11%	1031	17%	3521	60%

Street Name	Direction	Percentiles					
		15th	50th	Average	85th	95th	ADT
N Hiatus Rd	North Bound						
N Hiatus Rd	South Bound	41	45	46	50	54	5906

2165

Prepared by National Data & Surveying Services

SPEED

N Hiatus Rd N/O NE Lake Blvd

Day: Tuesday
Date: 4/5/2016

City: Cooper Creek
Project #: FL16_3095_002

Meeting Date: 04/09/2024 Item #20.

Summary

Time	< 15	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40 - 44	45 - 49	50 - 54	55 - 59	60 - 64	65 - 69	70 +	Total
00:00 AM	0	0	0	0	0	0	1	0	3	2	0	0	0	6
00:15	0	0	0	0	0	0	2	2	2	0	1	0	0	7
00:30	0	0	0	0	0	0	4	3	3	2	0	0	0	12
00:45	0	0	0	0	0	0	4	0	1	1	0	0	0	6
01:00	0	0	0	0	0	0	2	4	0	0	0	0	0	6
01:15	0	0	0	0	0	1	1	1	1	0	0	0	0	4
01:30	0	0	0	0	0	1	0	2	1	0	0	0	0	4
01:45	0	0	0	0	0	0	0	0	1	0	0	0	0	1
02:00	0	0	0	0	0	0	0	0	1	0	0	0	0	1
02:15	0	0	0	0	0	1	1	0	0	1	0	1	0	4
02:30	0	0	0	0	0	0	0	2	0	0	0	0	0	2
02:45	0	0	0	0	0	1	1	1	0	1	0	0	0	4
03:00	0	0	0	0	0	0	0	3	0	0	0	0	0	3
03:15	0	0	0	0	0	0	1	0	0	0	0	0	0	1
03:30	0	0	0	0	0	1	0	1	0	0	0	0	0	2
03:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	1	0	0	0	0	1
04:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:30	0	0	0	0	0	0	2	2	0	0	0	0	0	4
04:45	0	0	0	0	0	0	1	2	0	0	0	0	0	3
05:00	0	0	0	0	0	0	4	0	1	0	0	0	0	5
05:15	0	0	0	0	0	0	1	0	2	0	0	1	0	4
05:30	0	0	0	0	0	2	2	4	1	0	0	0	0	9
05:45	0	0	0	0	0	2	3	3	2	1	0	0	0	11
06:00	0	0	0	0	0	0	5	8	5	0	0	0	0	18
06:15	0	0	0	0	1	2	16	6	4	1	0	0	0	30
06:30	0	0	0	0	1	1	18	9	2	2	0	0	0	33
06:45	0	0	0	0	0	10	23	13	6	0	0	0	0	52
07:00	0	0	0	0	4	2	25	28	5	0	1	0	0	65
07:15	0	0	0	0	4	12	24	37	7	3	1	0	0	88
07:30	0	0	0	0	1	18	40	29	7	1	0	0	0	96
07:45	0	0	0	0	0	5	33	32	5	2	0	0	0	77
08:00	0	0	0	0	1	9	37	35	6	1	0	0	0	89
08:15	0	0	0	0	0	12	32	34	17	2	0	0	0	97
08:30	0	0	0	1	1	5	34	30	11	1	0	0	0	83
08:45	0	0	0	0	1	13	35	15	14	3	0	0	0	81
09:00	0	0	0	0	0	12	22	25	10	2	0	0	0	71
09:15	0	0	0	0	1	8	11	36	11	1	0	0	0	68
09:30	0	0	0	0	2	9	25	16	12	4	0	0	0	68
09:45	0	0	0	1	2	15	25	28	10	3	0	0	0	84
10:00	0	0	0	0	0	8	20	21	8	4	2	1	0	64
10:15	0	0	0	0	2	5	18	26	12	1	0	0	0	64
10:30	0	0	0	1	0	3	30	27	7	0	1	0	0	69
10:45	0	0	0	2	0	19	25	15	9	3	1	0	0	74
11:00	0	0	0	0	0	5	28	23	9	1	0	0	0	66
11:15	0	0	0	0	0	8	23	22	7	4	0	0	0	64
11:30	0	0	0	0	0	6	20	34	10	2	0	0	0	72
11:45	0	0	0	0	0	4	24	22	8	6	0	0	0	64
12:00 PM	0	0	0	0	4	6	29	27	10	1	0	0	0	77
12:15	0	0	0	0	0	5	34	34	15	1	0	0	0	89
12:30	0	0	0	0	0	10	25	28	9	4	2	0	0	78
12:45	0	0	0	0	2	15	41	28	8	1	0	0	0	95
13:00	0	0	0	0	0	13	29	25	10	1	1	0	0	79
13:15	0	0	0	2	2	6	39	22	6	1	1	0	0	79
13:30	0	0	0	0	0	8	25	31	14	2	1	0	0	81
13:45	0	0	0	0	0	5	40	39	12	4	0	0	0	100
14:00	0	0	0	0	1	7	28	24	10	3	0	0	0	73
14:15	0	0	0	0	1	9	29	34	14	2	0	0	0	89
14:30	0	0	0	0	0	12	27	30	9	0	0	0	0	78
14:45	0	0	0	0	1	12	43	48	18	0	1	0	0	123
15:00	0	0	0	0	0	16	33	46	14	7	0	0	0	116
15:15	0	0	0	0	0	17	52	41	15	0	0	0	0	125
15:30	0	0	0	0	0	11	32	44	13	7	0	0	0	107
15:45	0	0	0	0	0	15	56	42	11	5	1	0	0	130
16:00	0	0	0	0	1	12	33	41	12	3	0	0	0	102
16:15	0	0	0	0	0	3	37	56	21	1	0	0	0	118
16:30	0	0	0	0	1	5	32	47	15	6	1	0	0	107
16:45	0	0	0	0	0	10	55	43	19	5	2	0	0	134
17:00	0	0	0	0	2	9	63	52	21	1	0	0	0	148
17:15	0	0	0	0	4	6	48	46	22	9	1	0	0	136
17:30	0	0	0	0	1	7	44	58	19	4	1	0	0	134
17:45	0	0	0	0	0	8	62	59	19	4	0	0	0	152
18:00	0	0	0	0	0	3	35	65	25	3	0	0	0	131
18:15	0	0	0	0	0	11	46	67	15	5	0	0	0	144
18:30	0	0	0	0	0	10	53	51	13	3	0	0	0	130
18:45	0	0	0	0	0	15	49	34	13	0	1	0	0	112
19:00	0	0	0	0	1	9	33	32	12	2	1	0	0	90
19:15	0	0	0	0	1	8	39	46	15	1	0	0	0	110
19:30	0	0	0	0	1	13	43	15	8	4	0	0	0	84
19:45	0	0	0	0	1	13	39	39	5	2	0	0	0	99
20:00	0	0	0	0	1	5	33	19	9	2	0	0	0	69
20:15	0	0	0	0	1	11	40	30	8	1	0	0	0	91
20:30	0	0	0	0	1	17	36	24	6	0	0	0	0	84
20:45	0	0	0	2	2	10	20	15	5	1	0	0	0	55
21:00	0	0	0	0	0	6	20	33	6	2	0	1	0	68
21:15	0	0	0	0	0	5	22	17	7	3	0	0	0	54
21:30	0	0	0	0	0	2	18	20	8	4	0	0	0	52
21:45	0	0	0	0	2	7	17	14	3	4	0	0	0	47
22:00	0	0	0	1	0	2	14	16	5	3	1	1	0	43
22:15	0	0	0	0	0	4	13	16	5	1	1	0	0	40
22:30	0	0	0	0	1	2	9	9	9	1	0	0	0	31
22:45	0	0	0	0	1	4	5	5	6	0	0	0	0	21
23:00	0	0	0	0	0	1	7	4	5	3	0	0	0	20
23:15	0	0	0	0	0	1	10	6	3	2	0	0	0	22
23:30	0	0	0	0	0	0	2	5	0	0	0	0	0	7
23:45	0	0	0	0	1	2	3	5	3	1	0	0	0	15
Totals				10	57	588	2165	2134	751	175	23	5		5906
% of Totals				0%	1%	10%	37%	36%	13%	3%	0%	0%		100%

AM Volumes	0	0	0	5	21	200	623	602	221	55	7	3	0	1737
% AM				0%	0%	3%	11%	10%	4%	1%	0%	0%		29%
AM Peak Hour				10:00	06:30	07:15	07:30	07:15	08:15	11:00	10:00	01:30		07:30
Volume				3	9	44	142	133	52	13	4	1		359
PM Volumes	0	0	0	5	34	388	1542	1532	530	120	16	2	0	4169
% PM				0%	1%	7%	26%	26%	9%	2%	0%	0%		71%
PM Peak Hour				12:30	16:30	15:00	17:00	17:30	17:15	16:30	12:30	20:15		17:00
Volume				2	7	59	217	249	85	21	4	1		570

Directional Peak Periods	AM 7-9		NOON 12-2		PM 4-6		Off Peak Volumes	
All Classes	Volume	%	Volume	%	Volume	%	Volume	%
	676	11%	678	11%	1031	17%	3521	60%

Street Name	Direction	Percentiles					
		15th	50th	Average	85th	95th	ADT
N Hiatus Rd	Summary	41	45	46	50	54	5906

Prepared by National Data & Surveying Services

SPEED

N Hiatus Rd N/O NE Lake Blvd

Meeting Date: 04/09/2024 Item #20.

Day: Tuesday
Date: 4/5/2016

City: Cooper Creek
Project #: FL16_3095_002n

North Bound

Time	< 15	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40 - 44	45 - 49	50 - 54	55 - 59	60 - 64	65 - 69	70 +	Total
00:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
18:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
19:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Totals														
% of Totals														

AM Volumes	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% AM														
AM Peak Hour														
Volume														
PM Volumes	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% PM														
PM Peak Hour														
Volume														

Directional Peak Periods	AM 7-9			NOON 12-2			PM 4-6			Off Peak Volumes		
All Speeds	Volume	⟷	%	Volume	⟷	%	Volume	⟷	%	Volume	⟷	%
	0		#VALUE!	0		#VALUE!	0		#VALUE!	#VALUE!		#VALUE!

Street Name	Direction	Percentiles						2167
		15th	50th	Average	85th	95th	ADT	
N Hiatus Rd	North Bound							
N Hiatus Rd	South Bound	41	45	46	50	54	5906	

SPEED

N Hiatus Rd N/O NE Lake Blvd

Meeting Date: 04/09/2024 Item #20.

Day: Tuesday
Date: 4/5/2016

City: Cooper Creek
Project #: FL16_3095_002s

South Bound

Time	< 15	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40 - 44	45 - 49	50 - 54	55 - 59	60 - 64	65 - 69	70 +	Total
00:00 AM	0	0	0	0	0	0	11	5	9	5	1	0	0	31
01:00	0	0	0	0	0	2	3	7	3	0	0	0	0	15
02:00	0	0	0	0	0	2	2	3	1	2	0	1	0	11
03:00	0	0	0	0	0	1	1	4	0	0	0	0	0	6
04:00	0	0	0	0	0	0	3	5	0	0	0	0	0	8
05:00	0	0	0	0	0	4	10	7	6	1	0	1	0	29
06:00	0	0	0	0	2	13	62	36	17	3	0	0	0	133
07:00	0	0	0	0	9	37	122	126	24	6	2	0	0	326
08:00	0	0	0	1	3	39	138	114	48	7	0	0	0	350
09:00	0	0	0	1	5	44	83	105	43	10	0	0	0	291
10:00	0	0	0	3	2	35	93	89	36	8	4	1	0	271
11:00	0	0	0	0	0	23	95	101	34	13	0	0	0	266
12:00 PM	0	0	0	0	6	36	129	117	42	7	2	0	0	339
13:00	0	0	0	2	2	32	133	117	42	8	3	0	0	339
14:00	0	0	0	0	3	40	127	136	51	5	1	0	0	363
15:00	0	0	0	0	0	59	173	173	53	19	1	0	0	478
16:00	0	0	0	0	2	30	157	187	67	15	3	0	0	461
17:00	0	0	0	0	7	30	217	215	81	18	2	0	0	570
18:00	0	0	0	0	0	39	183	217	66	11	1	0	0	517
19:00	0	0	0	0	4	43	154	132	40	9	1	0	0	383
20:00	0	0	0	2	5	43	129	88	28	4	0	0	0	299
21:00	0	0	0	0	2	20	77	84	24	13	0	1	0	221
22:00	0	0	0	1	2	12	41	46	25	5	2	1	0	135
23:00	0	0	0	0	1	4	22	20	11	6	0	0	0	64
Totals				10	55	588	2165	2134	751	175	23	5		5906
% of Totals				0%	1%	10%	37%	36%	13%	3%	0%	0%		100%

AM Volumes	0	0	0	5	21	200	623	602	221	55	7	3	0	1737
% AM				0%	0%	3%	11%	10%	4%	1%	0%	0%		29%
AM Peak Hour				10:00	07:00	09:00	08:00	07:00	08:00	11:00	10:00	02:00		08:00
Volume				3	9	44	138	126	48	13	4	1		350
PM Volumes	0	0	0	5	34	388	1542	1532	530	120	16	2	0	4169
% PM				0%	1%	7%	26%	26%	9%	2%	0%	0%		71%
PM Peak Hour				13:00	17:00	15:00	17:00	18:00	17:00	15:00	13:00	21:00		17:00
Volume				2	7	59	217	217	81	19	3	1		570

Directional Peak Periods	AM 7-9			NOON 12-2			PM 4-6			Off Peak Volumes		
All Speeds	Volume	⟷	%	Volume	⟷	%	Volume	⟷	%	Volume	⟷	%
	676		11%	678		11%	1031		17%	3521		60%

Street Name	Direction	Percentiles						
		15th	50th	Average	85th	95th	ADT	2168
N Hiatus Rd	North Bound							
N Hiatus Rd	South Bound	41	45	46	50	54	5906	

SPEED

N Hiatus Rd N/O NE Lake Blvd

Meeting Date: 04/09/2024 Item #20.

Day: Tuesday
Date: 4/5/2016

City: Cooper Creek
Project #: FL16_3095_002

Summary

Time	< 15	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40 - 44	45 - 49	50 - 54	55 - 59	60 - 64	65 - 69	70 +	Total
00:00 AM	0	0	0	0	0	0	11	5	9	5	1	0	0	31
01:00	0	0	0	0	0	2	3	7	3	0	0	0	0	15
02:00	0	0	0	0	0	2	2	3	1	2	0	1	0	11
03:00	0	0	0	0	0	1	1	4	0	0	0	0	0	6
04:00	0	0	0	0	0	0	3	5	0	0	0	0	0	8
05:00	0	0	0	0	0	4	10	7	6	1	0	1	0	29
06:00	0	0	0	0	2	13	62	36	17	3	0	0	0	133
07:00	0	0	0	0	9	37	122	126	24	6	2	0	0	326
08:00	0	0	0	1	3	39	138	114	48	7	0	0	0	350
09:00	0	0	0	1	5	44	83	105	43	10	0	0	0	291
10:00	0	0	0	3	2	35	93	89	36	8	4	1	0	271
11:00	0	0	0	0	0	23	95	101	34	13	0	0	0	266
12:00 PM	0	0	0	0	6	36	129	117	42	7	2	0	0	339
13:00	0	0	0	2	2	32	133	117	42	8	3	0	0	339
14:00	0	0	0	0	3	40	127	136	51	5	1	0	0	363
15:00	0	0	0	0	0	59	173	173	53	19	1	0	0	478
16:00	0	0	0	0	2	30	157	187	67	15	3	0	0	461
17:00	0	0	0	0	7	30	217	215	81	18	2	0	0	570
18:00	0	0	0	0	0	39	183	217	66	11	1	0	0	517
19:00	0	0	0	0	4	43	154	132	40	9	1	0	0	383
20:00	0	0	0	2	5	43	129	88	28	4	0	0	0	299
21:00	0	0	0	0	2	20	77	84	24	13	0	1	0	221
22:00	0	0	0	1	2	12	41	46	25	5	2	1	0	135
23:00	0	0	0	0	1	4	22	20	11	6	0	0	0	64
Totals				10	55	588	2165	2134	751	175	23	5		5906
% of Totals				0%	1%	10%	37%	36%	13%	3%	0%	0%		100%

AM Volumes	0	0	0	5	21	200	623	602	221	55	7	3	0	1737
% AM				0%	0%	3%	11%	10%	4%	1%	0%	0%		29%
AM Peak Hour				10:00	07:00	09:00	08:00	07:00	08:00	11:00	10:00	02:00		08:00
Volume				3	9	44	138	126	48	13	4	1		350
PM Volumes	0	0	0	5	34	388	1542	1532	530	120	16	2	0	4169
% PM				0%	1%	7%	26%	26%	9%	2%	0%	0%		71%
PM Peak Hour				13:00	17:00	15:00	17:00	18:00	17:00	15:00	13:00	21:00		17:00
Volume				2	7	59	217	217	81	19	3	1		570

Directional Peak Periods	AM 7-9			NOON 12-2			PM 4-6			Off Peak Volumes		
All Speeds	Volume	↔	%	Volume	↔	%	Volume	↔	%	Volume	↔	%
	676		11%	678		11%	1031		17%	3521		60%

Street Name	Direction	Percentiles						
		15th	50th	Average	85th	95th	ADT	
N Hiatus Rd	Summary	41	45	46	50	54	5906	2169

Meeting Date: 04/09/2024 Item #20.

DAILY TOTALS	NB	SB	EB	WB	To
	0	5,906	0	0	5,9

AM Period	NB	SB		EB	WB	TOTAL		PM Period	NB	SB		EB	WB	TOT
00:00	0	6		0	0	6		12:00	0	77		0	0	77
00:15	0	7		0	0	7		12:15	0	89		0	0	89
00:30	0	12		0	0	12		12:30	0	78		0	0	78
00:45	0	6	31	0	0	6	31	12:45	0	95	339	0	0	95
01:00	0	6		0	0	6		13:00	0	79		0	0	79
01:15	0	4		0	0	4		13:15	0	79		0	0	79
01:30	0	4		0	0	4		13:30	0	81		0	0	81
01:45	0	1	15	0	0	1	15	13:45	0	100	339	0	0	100
02:00	0	1		0	0	1		14:00	0	73		0	0	73
02:15	0	4		0	0	4		14:15	0	89		0	0	89
02:30	0	2		0	0	2		14:30	0	78		0	0	78
02:45	0	4	11	0	0	4	11	14:45	0	123	363	0	0	123
03:00	0	3		0	0	3		15:00	0	116		0	0	116
03:15	0	1		0	0	1		15:15	0	125		0	0	125
03:30	0	2		0	0	2		15:30	0	107		0	0	107
03:45	0	0	6	0	0		6	15:45	0	130	478	0	0	130
04:00	0	1		0	0	1		16:00	0	102		0	0	102
04:15	0	0		0	0			16:15	0	118		0	0	118
04:30	0	4		0	0	4		16:30	0	107		0	0	107
04:45	0	3	8	0	0	3	8	16:45	0	134	461	0	0	134
05:00	0	5		0	0	5		17:00	0	148		0	0	148
05:15	0	4		0	0	4		17:15	0	136		0	0	136
05:30	0	9		0	0	9		17:30	0	134		0	0	134
05:45	0	11	29	0	0	11	29	17:45	0	152	570	0	0	152
06:00	0	18		0	0	18		18:00	0	131		0	0	131
06:15	0	30		0	0	30		18:15	0	144		0	0	144
06:30	0	33		0	0	33		18:30	0	130		0	0	130
06:45	0	52	133	0	0	52	133	18:45	0	112	517	0	0	112
07:00	0	65		0	0	65		19:00	0	90		0	0	90
07:15	0	88		0	0	88		19:15	0	110		0	0	110
07:30	0	96		0	0	96		19:30	0	84		0	0	84
07:45	0	77	326	0	0	77	326	19:45	0	99	383	0	0	99
08:00	0	89		0	0	89		20:00	0	69		0	0	69
08:15	0	97		0	0	97		20:15	0	91		0	0	91
08:30	0	83		0	0	83		20:30	0	84		0	0	84
08:45	0	81	350	0	0	81	350	20:45	0	55	299	0	0	55
09:00	0	71		0	0	71		21:00	0	68		0	0	68
09:15	0	68		0	0	68		21:15	0	54		0	0	54
09:30	0	68		0	0	68		21:30	0	52		0	0	52
09:45	0	84	291	0	0	84	291	21:45	0	47	221	0	0	47
10:00	0	64		0	0	64		22:00	0	43		0	0	43
10:15	0	64		0	0	64		22:15	0	40		0	0	40
10:30	0	69		0	0	69		22:30	0	31		0	0	31
10:45	0	74	271	0	0	74	271	22:45	0	21	135	0	0	21
11:00	0	66		0	0	66		23:00	0	20		0	0	20
11:15	0	64		0	0	64		23:15	0	22		0	0	22
11:30	0	72		0	0	72		23:30	0	7		0	0	7
11:45	0	64	266	0	0	64	266	23:45	0	15	64	0	0	15
TOTALS		1737				1737		TOTALS		4169				
SPLIT %		100.0%				29.4%		SPLIT %		100.0%				

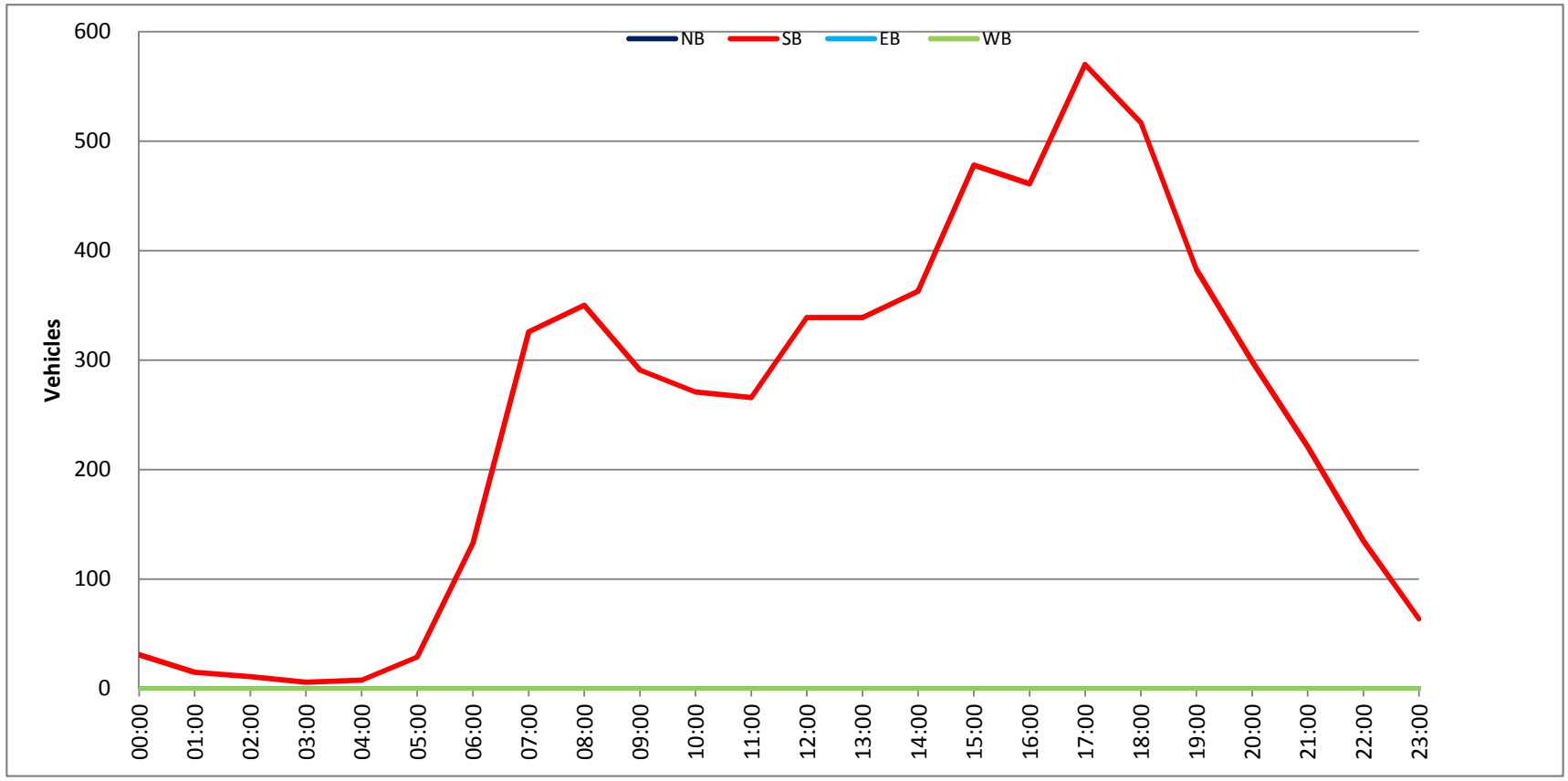
DAILY TOTALS	NB	SB	EB	WB	To
	0	5,906	0	0	5,9

AM Peak Hour		07:30			07:30	PM Peak Hour		17:00			
AM Pk Volume		359			359	PM Pk Volume		570			
Pk Hr Factor		0.925			0.925	Pk Hr Factor		0.923			
7 - 9 Volume	0	676	0	0	676	4 - 6 Volume	0	1031	0	0	
7 - 9 Peak Hour		07:30			07:30	4 - 6 Peak Hour		17:00			
7 - 9 Pk Volume	0	359	0	0	359	4 - 6 Pk Volume	0	570	0	0	
Pk Hr Factor	0.000	0.925	0.000	0.000	0.925	Pk Hr Factor	0.000	0.938	0.000	0.000	

Prepared by NDS/ATD

Project #: FL16_3095_002 **City:** Cooper Creek

Location: N Hiatus Rd N/O NE Lake Blvd **Date:** 4/5/2016



Prepared by NDS/ATD

VOLUME

NE Lake Blvd W/O N Hiatus Rd

Day: Tuesday
Date: 4/5/2016

City: Cooper City
Project #: FL16_3095_003

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	1,062	0	1,062

AM Period	NB	SB	EB		WB	TOTAL		PM Period	NB	SB	EB		WB	TOTAL	
00:00			4		0	4		12:00			13		0	13	
00:15			2		0	2		12:15			13		0	13	
00:30			0		0	0		12:30			13		0	13	
00:45			1	7	0	1	7	12:45			11	50	0	11	50
01:00			1		0	1		13:00			6		0	6	
01:15			0		0	0		13:15			14		0	14	
01:30			0		0	0		13:30			17		0	17	
01:45			2	3	0	2	3	13:45			23	60	0	23	60
02:00			1		0	1		14:00			15		0	15	
02:15			0		0	0		14:15			15		0	15	
02:30			0		0	0		14:30			19		0	19	
02:45			5	6	0	5	6	14:45			19	68	0	19	68
03:00			0		0	0		15:00			19		0	19	
03:15			0		0	0		15:15			14		0	14	
03:30			1		0	1		15:30			20		0	20	
03:45			1	2	0	1	2	15:45			16	69	0	16	69
04:00			0		0	0		16:00			21		0	21	
04:15			1		0	1		16:15			18		0	18	
04:30			0		0	0		16:30			19		0	19	
04:45			2	3	0	2	3	16:45			16	74	0	16	74
05:00			2		0	2		17:00			20		0	20	
05:15			2		0	2		17:15			14		0	14	
05:30			5		0	5		17:30			16		0	16	
05:45			7	16	0	7	16	17:45			11	61	0	11	61
06:00			4		0	4		18:00			20		0	20	
06:15			4		0	4		18:15			14		0	14	
06:30			18		0	18		18:30			23		0	23	
06:45			14	40	0	14	40	18:45			17	74	0	17	74
07:00			27		0	27		19:00			10		0	10	
07:15			41		0	41		19:15			14		0	14	
07:30			33		0	33		19:30			12		0	12	
07:45			27	128	0	27	128	19:45			15	51	0	15	51
08:00			22		0	22		20:00			16		0	16	
08:15			20		0	20		20:15			7		0	7	
08:30			21		0	21		20:30			18		0	18	
08:45			22	85	0	22	85	20:45			10	51	0	10	51
09:00			20		0	20		21:00			8		0	8	
09:15			16		0	16		21:15			5		0	5	
09:30			11		0	11		21:30			3		0	3	
09:45			11	58	0	11	58	21:45			4	20	0	4	20
10:00			12		0	12		22:00			4		0	4	
10:15			12		0	12		22:15			4		0	4	
10:30			15		0	15		22:30			2		0	2	
10:45			17	56	0	17	56	22:45			4	14	0	4	14
11:00			7		0	7		23:00			1		0	1	
11:15			25		0	25		23:15			0		0	0	
11:30			14		0	14		23:30			3		0	3	
11:45			14	60	0	14	60	23:45			2	6	0	2	6
TOTALS			464			464		TOTALS			598			598	
SPLIT %			100.0%			43.7%		SPLIT %			100.0%			56.3%	

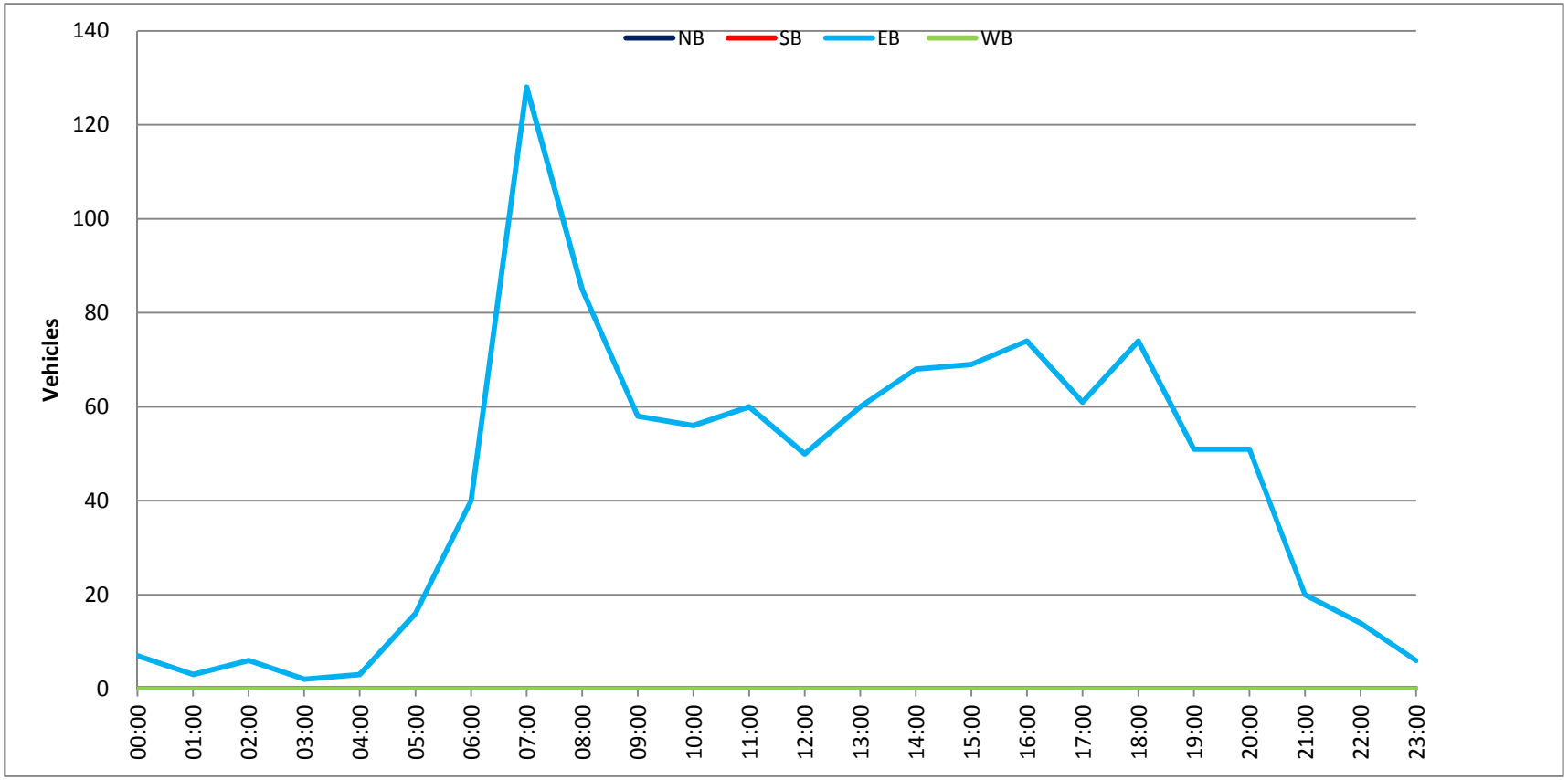
DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	1,062	0	1,062

AM Peak Hour			07:00		07:00			PM Peak Hour			15:30		15:30		
AM Pk Volume			128		128			PM Pk Volume			75		75		
Pk Hr Factor			0.780		0.780			Pk Hr Factor			0.893		0.893		
7 - 9 Volume	0	0	213	0	213			4 - 6 Volume	0	0	135	0	135		
7 - 9 Peak Hour			07:00		07:00			4 - 6 Peak Hour			16:00		16:00		
7 - 9 Pk Volume	0	0	128	0	128			4 - 6 Pk Volume	0	0	74	0	74		
Pk Hr Factor	0.000	0.000	0.780	0.000	0.780			Pk Hr Factor	0.000	0.000	0.881	0.000	0.881		

Prepared by NDS/ATD

Project #: FL16_3095_003 **City:** Cooper City

Location: NE Lake Blvd W/O N Hiatus Rd **Date:** 4/5/2016



Prepared by NDS/ATD

VOLUME

NE Lake Blvd E/O N Hiatus Rd

Day: Tuesday
Date: 4/5/2016

City: Cooper City
Project #: FL16_3095_004

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	0	1,221	1,221

AM Period	NB	SB	EB	WB		TOTAL		PM Period	NB	SB	EB	WB		TOTAL	
00:00			0	0		0		12:00			0	17		17	
00:15			0	3		3		12:15			0	20		20	
00:30			0	0		0		12:30			0	17		17	
00:45			0	0	3	0	3	12:45			0	12	66	12	66
01:00			0	0		0		13:00			0	23		23	
01:15			0	0		0		13:15			0	20		20	
01:30			0	0		0		13:30			0	13		13	
01:45			0	0		0		13:45			0	13	69	13	69
02:00			0	0		0		14:00			0	9		9	
02:15			0	0		0		14:15			0	21		21	
02:30			0	1		1		14:30			0	17		17	
02:45			0	0	1	0	1	14:45			0	20	67	20	67
03:00			0	0		0		15:00			0	19		19	
03:15			0	2		2		15:15			0	12		12	
03:30			0	0		0		15:30			0	19		19	
03:45			0	0	2	0	2	15:45			0	21	71	21	71
04:00			0	0		0		16:00			0	18		18	
04:15			0	2		2		16:15			0	22		22	
04:30			0	1		1		16:30			0	25		25	
04:45			0	3	6	3	6	16:45			0	25	90	25	90
05:00			0	4		4		17:00			0	21		21	
05:15			0	1		1		17:15			0	14		14	
05:30			0	5		5		17:30			0	33		33	
05:45			0	7	17	7	17	17:45			0	22	90	22	90
06:00			0	9		9		18:00			0	12		12	
06:15			0	11		11		18:15			0	28		28	
06:30			0	19		19		18:30			0	19		19	
06:45			0	24	63	24	63	18:45			0	15	74	15	74
07:00			0	25		25		19:00			0	20		20	
07:15			0	21		21		19:15			0	17		17	
07:30			0	26		26		19:30			0	18		18	
07:45			0	36	108	36	108	19:45			0	21	76	21	76
08:00			0	17		17		20:00			0	11		11	
08:15			0	29		29		20:15			0	16		16	
08:30			0	33		33		20:30			0	12		12	
08:45			0	26	105	26	105	20:45			0	7	46	7	46
09:00			0	28		28		21:00			0	10		10	
09:15			0	16		16		21:15			0	13		13	
09:30			0	17		17		21:30			0	2		2	
09:45			0	23	84	23	84	21:45			0	10	35	10	35
10:00			0	18		18		22:00			0	6		6	
10:15			0	12		12		22:15			0	4		4	
10:30			0	23		23		22:30			0	2		2	
10:45			0	11	64	11	64	22:45			0	5	17	5	17
11:00			0	15		15		23:00			0	2		2	
11:15			0	15		15		23:15			0	3		3	
11:30			0	12		12		23:30			0	3		3	
11:45			0	17	59	17	59	23:45			0	0	8	0	8
TOTALS					512		512	TOTALS					709		709
SPLIT %					100.0%		41.9%	SPLIT %					100.0%		58.1%

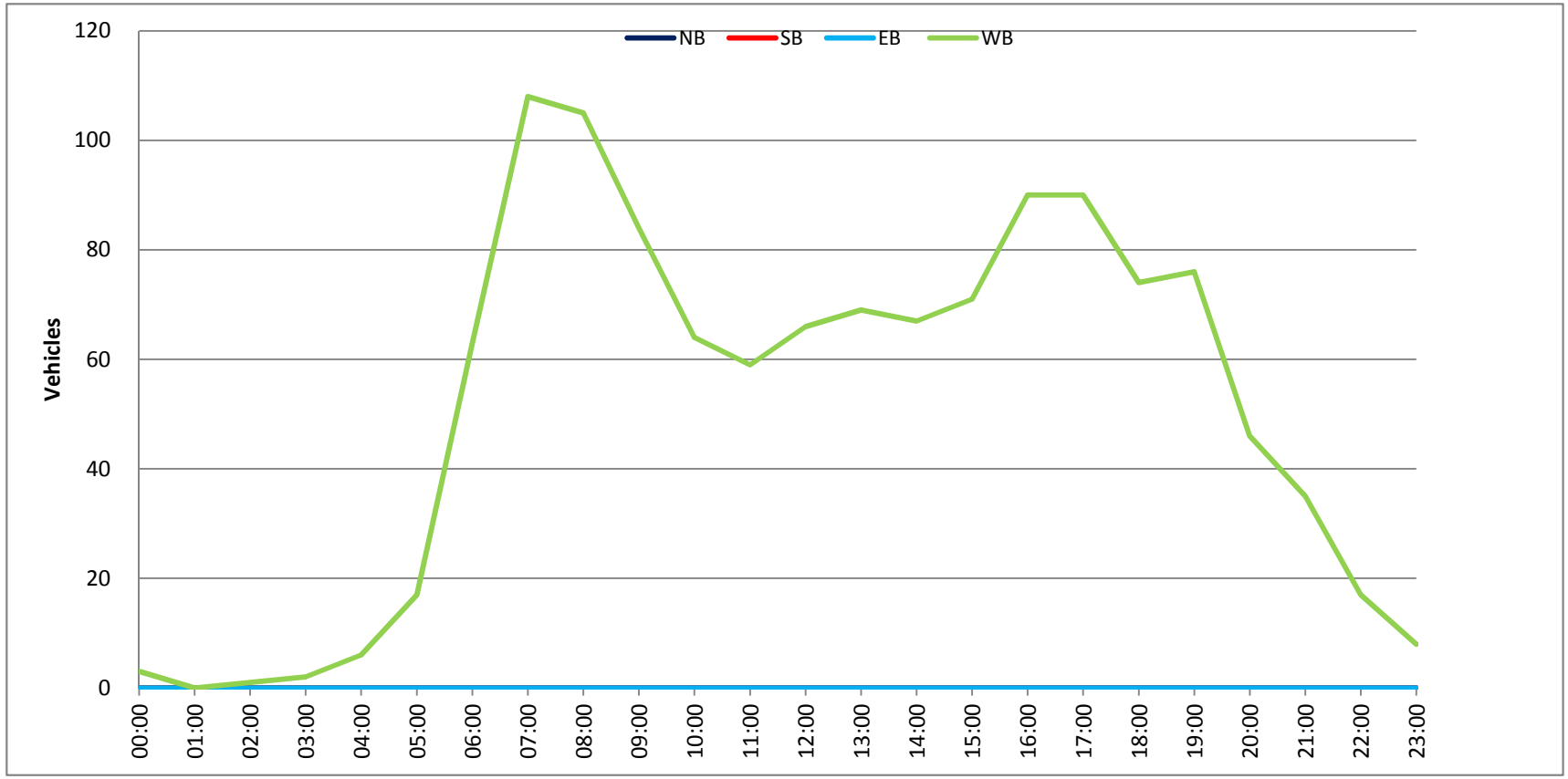
DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	0	1,221	1,221

AM Peak Hour					08:15		08:15	PM Peak Hour					17:30		17:30
AM Pk Volume					116		116	PM Pk Volume					95		95
Pk Hr Factor					0.879		0.879	Pk Hr Factor					0.720		0.720
7 - 9 Volume	0	0	0		213		213	4 - 6 Volume	0	0	0		180		180
7 - 9 Peak Hour					07:45		07:45	4 - 6 Peak Hour					16:15		16:15
7 - 9 Pk Volume	0	0	0		115		115	4 - 6 Pk Volume	0	0	0		93		93
Pk Hr Factor	0.000	0.000	0.000		0.799		0.799	Pk Hr Factor	0.000	0.000	0.000		0.930		0.930

Prepared by NDS/ATD

Project #: FL16_3095_004 **City:** Cooper City

Location: NE Lake Blvd E/O N Hiatus Rd **Date:** 4/5/2016



Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 16-3096-001

Day: Tuesday

City: Cooper City

Date: 4/5/2016

AM

NS/EW Streets:	N. Hiatus Rd			N. Hiatus Rd			NE Lake Blvd			NE Lake Blvd			
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTAL
LANES:	1	1	1	1	1	1	1	1	0	0.5	0.5	1	
7:00 AM	3	78	3	2	55	7	16	0	8	14	2	9	197
7:15 AM	8	131	7	2	75	11	15	0	28	17	0	5	299
7:30 AM	6	155	27	4	83	11	18	0	16	9	1	12	342
7:45 AM	5	180	23	3	63	9	9	0	16	21	2	16	347
8:00 AM	11	139	20	4	80	6	10	3	11	10	0	8	302
8:15 AM	6	87	4	4	81	12	11	1	7	15	3	10	241
8:30 AM	11	89	7	0	76	7	6	1	15	24	2	8	246
8:45 AM	2	96	5	3	73	5	12	0	9	15	3	7	230
9:00 AM	7	83	8	6	56	7	7	0	12	15	1	11	213
9:15 AM	6	56	7	4	58	8	7	1	10	13	0	5	175
9:30 AM	2	43	6	3	54	9	5	0	6	9	0	5	142
9:45 AM	4	59	7	6	74	5	4	0	7	12	3	11	192
	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTAL
TOTAL VOLUMES :	71	1196	124	41	828	97	120	6	145	174	17	107	2926
APPROACH %'s :	5.10%	85.98%	8.91%	4.24%	85.71%	10.04%	44.28%	2.21%	53.51%	58.39%	5.70%	35.91%	
PEAK HR START TIME :	715 AM												TOTAL
PEAK HR VOL :	30	605	77	13	301	37	52	3	71	57	3	41	1290
PEAK HR FACTOR :		0.856			0.895			0.733			0.647		0.929

CONTROL : 2-Way Stop (EB/WB)

Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 16-3096-001

Day: Tuesday

City: Cooper City

Date: 4/5/2016

PM

NS/EW Streets:	N. Hiatus Rd			N. Hiatus Rd			NE Lake Blvd			NE Lake Blvd			
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTAL
LANES:	1	1	1	1	1	1	1	1	0	0.5	0.5	1	
3:00 PM	11	110	20	10	91	13	5	3	11	8	1	8	291
3:15 PM	13	113	13	7	105	14	6	1	7	7	2	4	292
3:30 PM	10	109	23	5	87	15	5	6	8	6	4	6	284
3:45 PM	5	89	21	12	100	15	4	2	11	11	8	4	282
4:00 PM	12	116	16	11	81	13	4	5	11	11	4	3	287
4:15 PM	10	99	19	6	96	15	5	4	10	10	2	8	284
4:30 PM	20	105	19	13	79	14	4	3	12	16	1	9	295
4:45 PM	14	103	18	11	99	26	3	1	12	11	1	13	312
5:00 PM	19	94	27	10	110	26	6	1	12	11	0	10	326
5:15 PM	21	106	12	14	110	15	3	2	8	11	1	2	305
5:30 PM	15	110	28	12	105	17	6	3	9	14	3	15	337
5:45 PM	15	100	20	8	123	17	4	0	7	9	2	12	317
6:00 PM	23	97	21	13	108	15	7	2	10	10	0	2	308
6:15 PM	14	91	24	16	109	19	0	5	10	16	1	9	314
6:30 PM	17	75	22	13	94	22	7	4	12	11	2	8	287
6:45 PM	14	102	19	6	88	19	4	3	10	9	5	1	280
7:00 PM	18	73	21	8	71	11	1	2	6	12	4	4	231
7:15 PM	10	71	13	10	89	10	2	4	9	15	2	0	235
7:30 PM	17	72	17	8	64	13	3	2	7	7	3	8	221
7:45 PM	13	56	22	6	81	12	2	2	11	10	2	9	226
	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTAL
TOTAL VOLUMES :	291	1891	395	199	1890	321	81	55	193	215	48	135	5714
APPROACH %'s :	11.29%	73.38%	15.33%	8.26%	78.42%	13.32%	24.62%	16.72%	58.66%	54.02%	12.06%	33.92%	
PEAK HR START TIME :	500 PM												TOTAL
PEAK HR VOL :	70	410	87	44	448	75	19	6	36	45	6	39	1285
PEAK HR FACTOR :		0.926			0.958			0.803			0.703		0.953

CONTROL : 2-Way Stop (EB/WB)

ITM Peak Hour Summary

Prepared by:

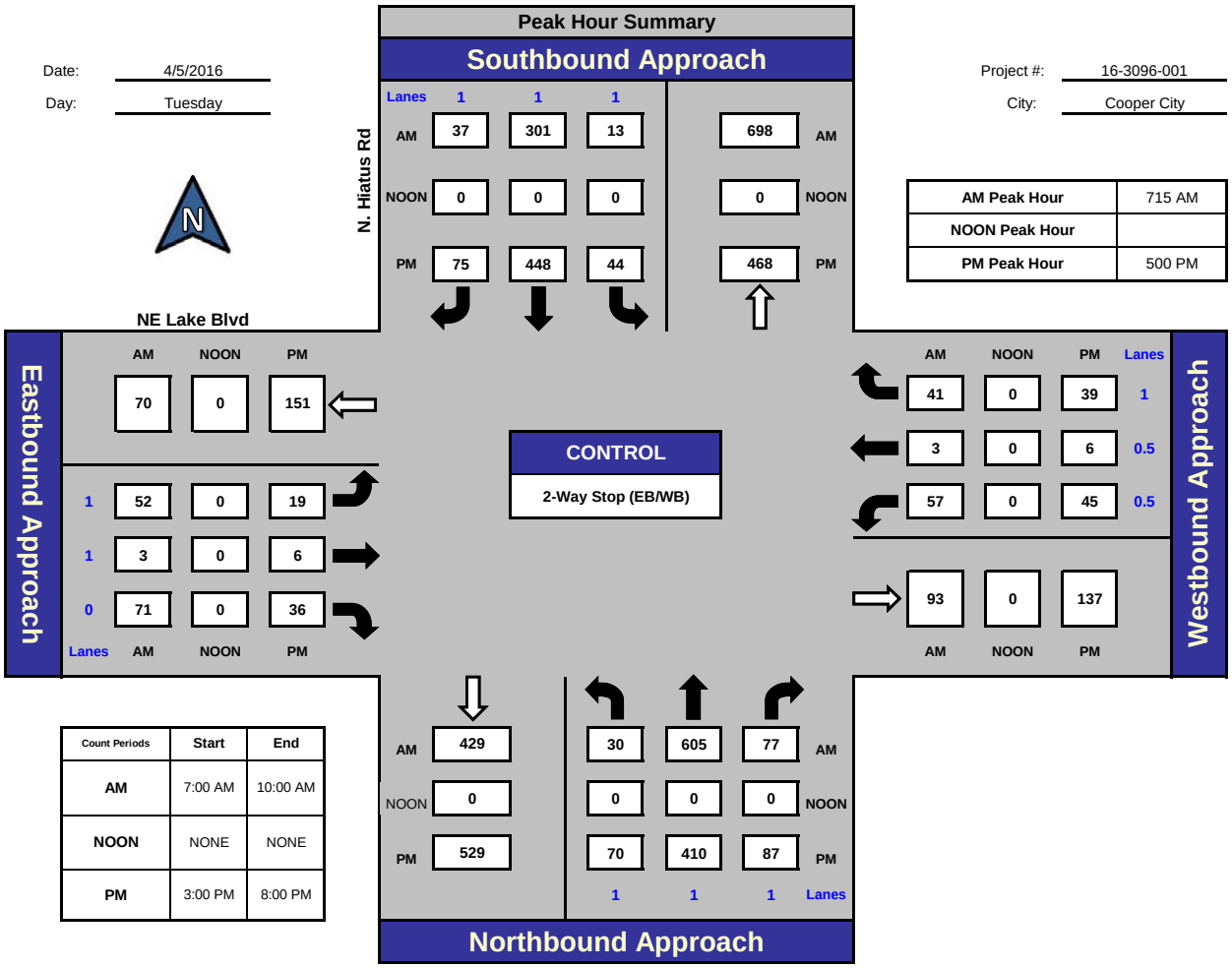
National Data & Surveying Services

N. Hiatus Rd and NE Lake Blvd , Cooper City

Date: 4/5/2016
Day: Tuesday

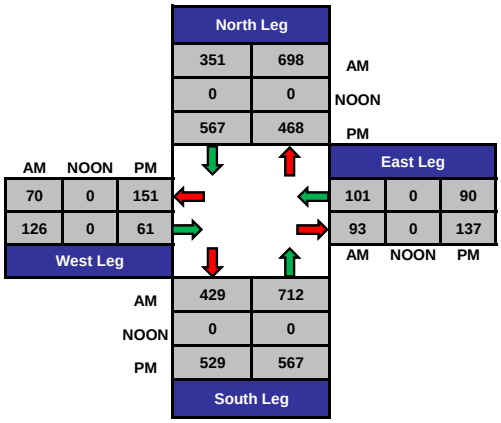
Project #: 16-3096-001
City: Cooper City

AM Peak Hour	715 AM
NOON Peak Hour	
PM Peak Hour	500 PM

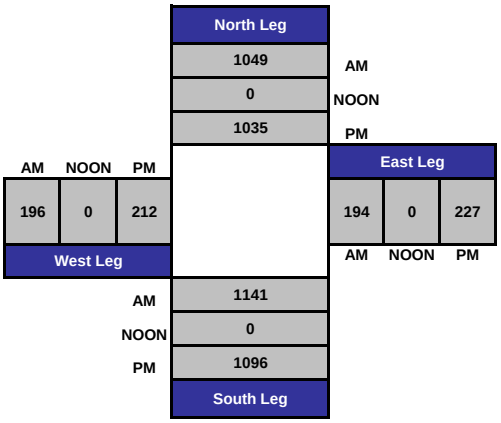


Count Periods	Start	End
AM	7:00 AM	10:00 AM
NOON	NONE	NONE
PM	3:00 PM	8:00 PM

Total Ins & Outs



Total Volume Per Leg



PREPARED BY NATIONAL DATA & SURVEYING SERVICES

PROJECT#: 16-3096-001
N/S Street: N. Hiatus Rd
E/W Street: NE Lake Blvd
DATE: 4/5/2016 DAY: Tuesday
CITY: Cooper City

A M

PEDESTRIANS

TIME	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG	
	EB	WB	EB	WB	NB	SB	NB	SB
7:00 AM	0	0	0	0	0	0	1	1
7:15 AM	0	0	0	0	0	0	0	0
7:30 AM	0	0	0	0	1	0	1	0
7:45 AM	0	0	0	0	2	1	0	0
8:00 AM	2	2	0	0	0	0	0	0
8:15 AM	0	0	0	0	1	2	0	0
8:30 AM	0	0	0	0	0	0	0	0
8:45 AM	0	0	0	0	1	0	0	0
9:00 AM	0	0	0	0	0	0	0	0
9:15 AM	0	0	0	0	0	0	0	0
9:30 AM	0	1	0	0	0	0	0	0
9:45 AM	0	0	0	0	0	0	0	0
TOTALS	**2**	**3**	**0**	**0**	**5**	**3**	**2**	**1**

BIKES

TIME	NB			SB			EB			WB		
	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0
7:15 AM	0	0	0	0	0	0	0	0	0	0	0	0
7:30 AM	0	0	0	0	2	0	0	0	2	0	1	0
7:45 AM	0	0	0	0	0	0	0	0	0	0	0	0
8:00 AM	0	1	0	0	0	0	0	0	0	0	0	0
8:15 AM	0	1	0	1	0	0	0	0	0	0	0	0
8:30 AM	0	2	0	0	0	0	1	0	0	0	1	0
8:45 AM	0	0	0	0	0	0	0	0	0	0	0	0
9:00 AM	0	1	0	0	0	0	0	0	0	0	0	0
9:15 AM	0	0	0	0	0	0	0	0	0	0	0	0
9:30 AM	0	0	0	0	0	0	0	0	0	0	0	0
9:45 AM	0	0	0	0	0	0	0	0	0	0	0	0
TOTALS	**0**	**5**	**0**	**1**	**2**	**0**	**1**	**0**	**2**	**0**	**2**	**0**

P M

PEDESTRIANS

TIME	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG	
	EB	WB	EB	WB	NB	SB	NB	SB
3:00 PM	0	0	0	0	0	0	0	0
3:15 PM	1	0	0	0	1	1	0	0
3:30 PM	0	0	0	0	0	1	0	0
3:45 PM	0	0	0	0	0	0	0	0
4:00 PM	0	0	0	0	1	0	0	0
4:15 PM	0	0	0	0	0	0	0	0
4:30 PM	0	0	0	0	0	0	0	0
4:45 PM	0	0	0	0	0	0	0	0
5:00 PM	0	0	0	0	0	0	0	0
5:15 PM	0	0	0	0	0	0	0	0
5:30 PM	0	0	0	0	1	0	0	0
5:45 PM	0	0	1	0	0	0	0	0
6:00 PM	0	0	0	0	0	0	0	0
6:15 PM	0	0	0	0	0	0	0	0
6:30 PM	0	1	0	0	2	0	0	0
6:45 PM	0	0	0	0	0	0	0	0
7:00 PM	0	0	0	0	0	0	0	0
7:15 PM	0	0	0	0	1	0	0	1
7:30 PM	0	0	0	0	1	0	0	0
7:45 PM	0	0	0	0	0	1	0	0
TOTALS	**1**	**1**	**1**	**0**	**7**	**3**	**0**	**1**

BIKES

TIME	NB			SB			EB			WB		
	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR
3:00 PM	0	0	0	1	0	0	0	0	0	0	0	0
3:15 PM	0	0	0	0	0	0	0	0	0	0	0	0
3:30 PM	0	0	0	0	0	0	0	0	0	0	0	0
3:45 PM	0	0	0	0	0	0	0	0	0	0	0	0
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0
4:15 PM	0	1	0	0	0	0	0	0	0	0	0	0
4:30 PM	0	1	0	0	1	0	0	0	0	0	0	0
4:45 PM	0	1	0	0	0	0	0	0	0	0	0	0
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0
5:15 PM	0	0	0	0	2	0	0	0	0	0	0	0
5:30 PM	0	0	0	0	1	0	0	0	0	0	0	0
5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0
6:00 PM	0	0	0	0	1	0	0	0	0	0	0	0
6:15 PM	0	0	0	0	0	0	0	0	0	0	0	0
6:30 PM	0	0	0	0	0	0	0	0	0	0	0	0
6:45 PM	0	0	0	0	1	1	0	2	1	0	0	0
7:00 PM	0	2	0	0	0	1	0	0	0	0	0	0
7:15 PM	0	4	0	0	3	0	0	0	0	0	0	0
7:30 PM	0	0	0	0	2	0	1	1	0	0	0	0
7:45 PM	0	0	0	0	2	0	0	0	0	0	0	0
TOTALS	**0**	**9**	**0**	**1**	**13**	**2**	**1**	**3**	**1**	**0**	**0**	**0**

Project ID: 16-3096-001
Location: N. Hiatus Rd & NE Lake Blvd
City: Cooper City

Day: Tuesday
Date: 4/5/2016

Groups Printed - Cars, PU, Vans - Heavy Trucks

	N. Hiatus Rd Northbound					N. Hiatus Rd Southbound					NE Lake Blvd Eastbound					NE Lake Blvd Westbound					
Start Time	Left	Thru	Rgt	Peds	App. Total	Left	Thru	Rgt	Peds	App. Total	Left	Thru	Rgt	Peds	App. Total	Left	Thru	Rgt	Peds	App. Total	Int. Total
7:00 AM	3	78	3	0	84	2	55	7	0	64	16	0	8	2	24	14	2	9	0	25	197
7:15 AM	8	131	7	0	146	2	75	11	0	88	15	0	28	0	43	17	0	5	0	22	299
7:30 AM	6	155	27	0	188	4	83	11	0	98	18	0	16	1	34	9	1	12	1	22	342
7:45 AM	5	180	23	0	208	3	63	9	0	75	9	0	16	0	25	21	2	16	3	39	347
Total	22	544	60	0	626	11	276	38	0	325	58	0	68	3	126	61	5	42	4	108	1185
8:00 AM	11	139	20	0	170	4	80	6	4	90	10	3	11	0	24	10	0	8	0	18	302
8:15 AM	6	87	4	0	97	4	81	12	0	97	11	1	7	0	19	15	3	10	3	28	241
8:30 AM	11	89	7	0	107	0	76	7	0	83	6	1	15	0	22	24	2	8	0	34	246
8:45 AM	2	96	5	0	103	3	73	5	0	81	12	0	9	0	21	15	3	7	1	25	230
Total	30	411	36	0	477	11	310	30	4	351	39	5	42	0	86	64	8	33	4	105	1019
9:00 AM	7	83	8	0	98	6	56	7	0	69	7	0	12	0	19	15	1	11	0	27	213
9:15 AM	6	56	7	0	69	4	58	8	0	70	7	1	10	0	18	13	0	5	0	18	175
9:30 AM	2	43	6	0	51	3	54	9	1	66	5	0	6	0	11	9	0	5	0	14	142
9:45 AM	4	59	7	0	70	6	74	5	0	85	4	0	7	0	11	12	3	11	0	26	192
Total	19	241	28	0	288	19	242	29	1	290	23	1	35	0	59	49	4	32	0	85	722
BREAK																					
3:00 PM	11	110	20	0	141	10	91	13	0	114	5	3	11	0	19	8	1	8	0	17	291
3:15 PM	13	113	13	0	139	7	105	14	1	126	6	1	7	0	14	7	2	4	2	13	292
3:30 PM	10	109	23	0	142	5	87	15	0	107	5	6	8	0	19	6	4	6	1	16	284
3:45 PM	5	89	21	0	115	12	100	15	0	127	4	2	11	0	17	11	8	4	0	23	282
Total	39	421	77	0	537	34	383	57	1	474	20	12	37	0	69	32	15	22	3	69	1149
4:00 PM	12	116	16	0	144	11	81	13	0	105	4	5	11	0	20	11	4	3	1	18	287
4:15 PM	10	99	19	0	128	6	96	15	0	117	5	4	10	0	19	10	2	8	0	20	284
4:30 PM	20	105	19	0	144	13	79	14	0	106	4	3	12	0	19	16	1	9	0	26	295
4:45 PM	14	103	18	0	135	11	99	26	0	136	3	1	12	0	16	11	1	13	0	25	312
Total	56	423	72	0	551	41	355	68	0	464	16	13	45	0	74	48	8	33	1	89	1178
5:00 PM	19	94	27	0	140	10	110	26	0	146	6	1	12	0	19	11	0	10	0	21	326
5:15 PM	21	106	12	0	139	14	110	15	0	139	3	2	8	0	13	11	1	2	0	14	305
5:30 PM	15	110	28	0	153	12	105	17	0	134	6	3	9	0	18	14	3	15	1	32	337
5:45 PM	15	100	20	1	135	8	123	17	0	148	4	0	7	0	11	9	2	12	0	23	317
Total	70	410	87	1	567	44	448	75	0	567	19	6	36	0	61	45	6	39	1	90	1285
6:00 PM	23	97	21	0	141	13	108	15	0	136	7	2	10	0	19	10	0	2	0	12	308
6:15 PM	14	91	24	0	129	16	109	19	0	144	0	5	10	0	15	16	1	9	0	26	314
6:30 PM	17	75	22	0	114	13	94	22	1	129	7	4	12	0	23	11	2	8	2	21	287
6:45 PM	14	102	19	0	135	6	88	19	0	113	4	3	10	0	17	9	5	1	0	15	280
Total	68	365	86	0	519	48	399	75	1	522	18	14	42	0	74	46	8	20	2	74	1189
7:00 PM	18	73	21	0	112	8	71	11	0	90	1	2	6	0	9	12	4	4	0	20	231
7:15 PM	10	71	13	0	94	10	89	10	0	109	2	4	9	1	15	15	2	0	1	17	235
7:30 PM	17	72	17	0	106	8	64	13	0	85	3	2	7	0	12	7	3	8	1	18	221
7:45 PM	13	56	22	0	91	6	81	12	0	99	2	2	11	0	15	10	2	9	1	21	226
Total	58	272	73	0	403	32	305	46	0	383	8	10	33	1	51	44	11	21	3	76	913
Grand Total	362	3087	519	1	3968	240	2718	418	7	3376	201	61	338	4	600	389	65	242	18	696	8640
Apprch %	9.1	77.8	13.1	0.0		7.1	80.5	12.4	0.2		33.5	10.2	56.3	0.7		55.9	9.3	34.8	2.6		
Total %	4.2	35.7	6.0	0.0	45.9	2.8	31.5	4.8	0.1	39.1	2.3	0.7	3.9	0.0	6.9	4.5	0.8	2.8	0.2	8.1	
Cars, PU, Vans	362	3085	519	1	3966	238	2716	418	7	3372	201	61	338	4	600	389	65	242	18	696	8634
% Cars, PU, Vans	100.0	99.9	100.0	100.0	99.9	99.2	99.9	100.0	100.0	99.9	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	99.9
Heavy Trucks	0	2	0		2	2	2	0		4	0	0	0		0	0	0	0		0	6
%Heavy Trucks	0.0	0.1	0.0	0.0	0.1	0.8	0.1	0.0	0.0	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.1

Project ID: 16-3096-001
Location: N. Hiatus Rd & NE Lake Blv
City: Cooper City

PEAK HOURS

Day: Tuesday
Date: 4/5/2016

AM

	N. Hiatus Rd Northbound				N. Hiatus Rd Southbound				NE Lake Blvd Eastbound				NE Lake Blvd Westbound				
Start Time	Left	Thru	Rgt	App. Total	Left	Thru	Rgt	App. Total	Left	Thru	Rgt	App. Total	Left	Thru	Rgt	App. Total	Int. Total
Peak Hour Analysis from 07:00 AM to 10:00 AM																	
Peak Hour for Entire Intersection Begins at 07:15 AM																	
7:15 AM	8	131	7	146	2	75	11	88	15	0	28	43	17	0	5	22	299
7:30 AM	6	155	27	188	4	83	11	98	18	0	16	34	9	1	12	22	342
7:45 AM	5	180	23	208	3	63	9	75	9	0	16	25	21	2	16	39	347
8:00 AM	11	139	20	170	4	80	6	90	10	3	11	24	10	0	8	18	302
Total Volume	30	605	77	712	13	301	37	351	52	3	71	126	57	3	41	101	1290
% App. Total	4.2	85.0	10.8	100	3.7	85.8	10.5	100	41.3	2.4	56.3	100	56.4	3.0	40.6	100	
PHF				0.856				0.895				0.733				0.647	0.929
Cars, PU, Vans	30	605	77	712	12	301	37	350	52	3	71	126	57	3	41	101	1289
% Cars, PU, Vans	100.0	100.0	100.0	100.0	92.3	100.0	100.0	99.7	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	99.9
Heavy Trucks	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	1
%Heavy Trucks	0.0	0.0	0.0	0.0	7.7	0.0	0.0	0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.1

PM

	N. Hiatus Rd Northbound				N. Hiatus Rd Southbound				NE Lake Blvd Eastbound				NE Lake Blvd Westbound				
Start Time	Left	Thru	Rgt	App. Total	Left	Thru	Rgt	App. Total	Left	Thru	Rgt	App. Total	Left	Thru	Rgt	App. Total	Int. Total
Peak Hour Analysis from 03:00 PM to 08:00 PM																	
Peak Hour for Entire Intersection Begins at 05:00 PM																	
5:00 PM	19	94	27	140	10	110	26	146	6	1	12	19	11	0	10	21	326
5:15 PM	21	106	12	139	14	110	15	139	3	2	8	13	11	1	2	14	305
5:30 PM	15	110	28	153	12	105	17	134	6	3	9	18	14	3	15	32	337
5:45 PM	15	100	20	135	8	123	17	148	4	0	7	11	9	2	12	23	317
Total Volume	70	410	87	567	44	448	75	567	19	6	36	61	45	6	39	90	1285
% App. Total	12.3	72.3	15.3	100	7.8	79.0	13.2	100	31.1	9.8	59.0	100	50.0	6.7	43.3	100	
PHF				0.926				0.958				0.803				0.703	0.953
Cars, PU, Vans	70	410	87	567	44	448	75	567	19	6	36	61	45	6	39	90	1285
% Cars, PU, Vans	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0
Heavy Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
%Heavy Trucks	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 16-3096-001

Day: Tuesday

City: Cooper City

Date: 4/5/2016

AM

NS/EW Streets:	N. Hiatus Rd			N. Hiatus Rd			NE Lake Blvd			NE Lake Blvd			
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTAL
LANES:	1	1	1	1	1	1	1	1	0	0.5	0.5	1	
7:00 AM	0	0	0	1	0	0	0	0	0	0	0	0	1
7:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	
7:30 AM	0	0	0	1	0	0	0	0	0	0	0	0	1
7:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	
8:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	
8:30 AM	0	0	0	0	1	0	0	0	0	0	0	0	1
8:45 AM	0	1	0	0	1	0	0	0	0	0	0	0	2
9:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	
9:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	
9:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	
9:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTAL
TOTAL VOLUMES :	0	1	0	2	2	0	0	0	0	0	0	0	5
APPROACH %'s :	0.00%	100.00%	0.00%	50.00%	50.00%	0.00%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
PEAK HR START TIME :	715 AM												TOTAL
PEAK HR VOL :	0	0	0	1	0	0	0	0	0	0	0	0	1
PEAK HR FACTOR :		0.000			0.250			0.000			0.000		0.250

CONTROL : 2-Way Stop (EB/WB)

Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 16-3096-001 **Day:** Tuesday

City: Cooper City **Date:** 4/5/2016

PM

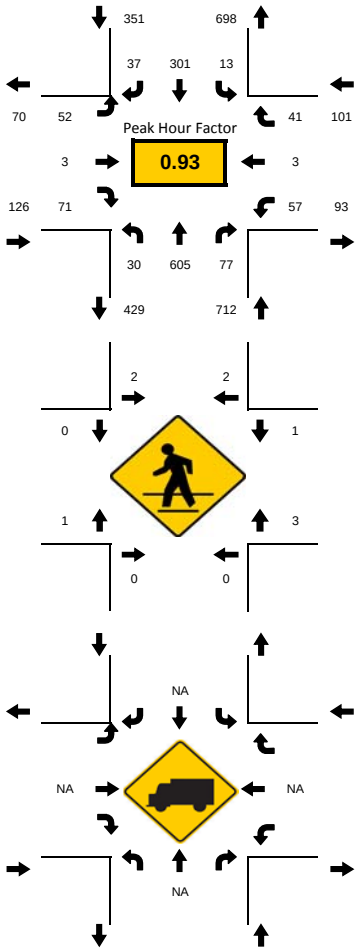
NS/EW Streets:	N. Hiatus Rd			N. Hiatus Rd			NE Lake Blvd			NE Lake Blvd			
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTAL
LANES:	1	1	1	1	1	1	1	1	0	0.5	0.5	1	
3:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	
3:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	
3:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	
3:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	
4:15 PM	0	1	0	0	0	0	0	0	0	0	0	0	1
4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	
4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	
5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	
5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	
5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	
6:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	
6:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	
6:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	
6:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	
7:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	
7:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	
7:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	
7:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTAL
TOTAL VOLUMES :	0	1	0	0	0	0	0	0	0	0	0	0	1
APPROACH %'s :	0.00%	100.00%	0.00%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
PEAK HR START TIME :	500 PM												TOTAL
PEAK HR VOL :	0	0	0	0	0	0	0	0	0	0	0	0	0
PEAK HR FACTOR :		0.000			0.000			0.000			0.000		0.000

CONTROL : 2-Way Stop (EB/WB)

LOCATION: N. Hiatus Rd & NE Lake Blvd
CITY/STATE: Cooper City

PROJECT ID: 16-3096-001
DATE: Tue, Apr 05, 2016

Peak-Hour: 07:15 AM - 08:15 AM
Peak 15-Minute: 07:45 AM - 08:00 AM



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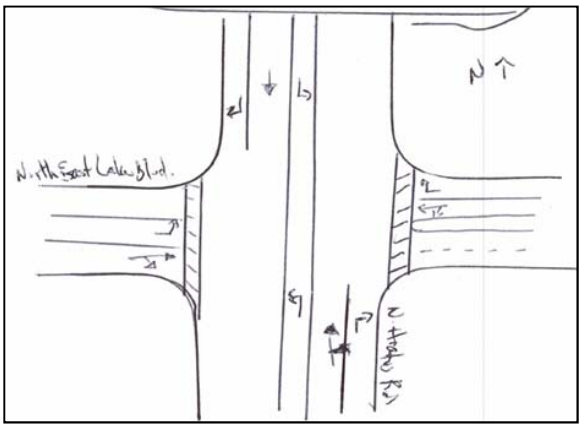
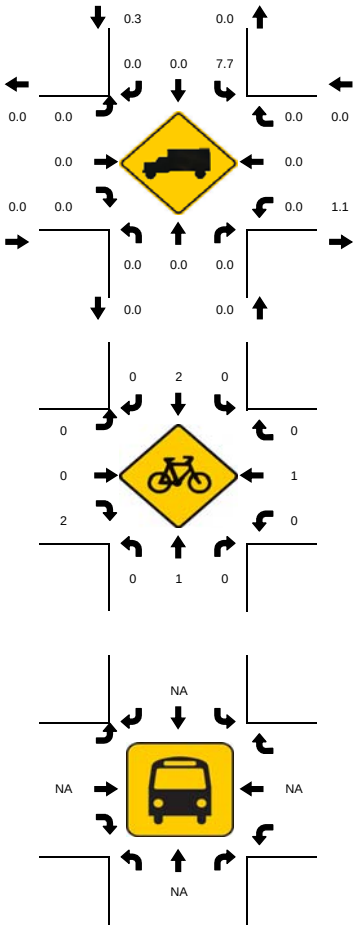




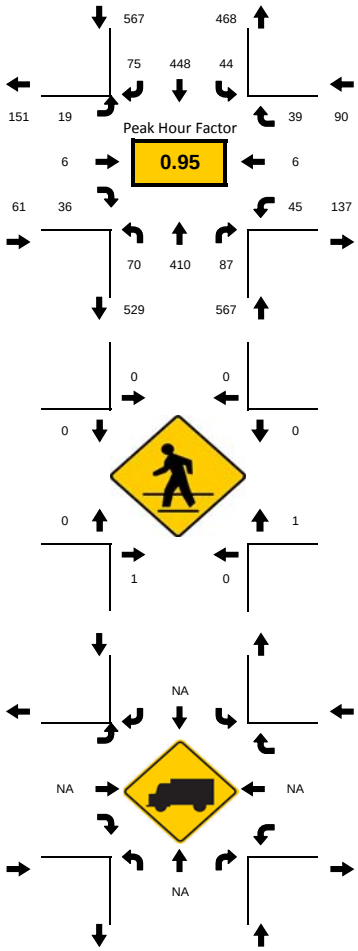
15-Min Count Period Beginning At	N. Hiatus Rd Northbound					N. Hiatus Rd Southbound					NE Lake Blvd Eastbound					NE Lake Blvd Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
07:00 AM	3	78	3	0		2	55	7	0		16	0	8	0		14	2	9	0		197	1185
07:15 AM	8	131	7	0		2	75	11	0		15	0	28	0		17	0	5	0		299	1290
07:30 AM	6	155	27	0		4	83	11	0		18	0	16	0		9	1	12	0		342	1232
07:45 AM	5	180	23	0		3	63	9	0		9	0	16	0		21	2	16	0		347	1136
08:00 AM	11	139	20	0		4	80	6	0		10	3	11	0		10	0	8	0		302	1019
08:15 AM	6	87	4	0		4	81	12	0		11	1	7	0		15	3	10	0		241	930
08:30 AM	11	89	7	1		0	76	7	0		6	1	15	0		24	2	8	0		246	864
08:45 AM	2	96	5	0		3	73	5	1		12	0	9	0		15	3	7	0		230	760
09:00 AM	7	83	8	0		6	56	7	0		7	0	12	0		15	1	11	0		213	722
09:15 AM	6	56	7	0		4	58	8	1		7	1	10	0		13	0	5	0		175	509
09:30 AM	2	43	6	0		3	54	9	0		5	0	6	0		9	0	5	0		142	334
09:45 AM	4	59	7	0		6	74	5	1		4	0	7	0		12	3	11	0		192	192

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	44	720	108	0		16	332	44	0		72	12	112	0		84	8	64	0		**1616**
Heavy Trucks	0	0	0			4	0	0			0	0	0			0	0	0			**4**
Pedestrians		0					16					4					12				**32**
Bicycles	0	4	0			0	8	0			0	0	8			0	4	0			**24**
Railroad																					
Stopped Buses																					

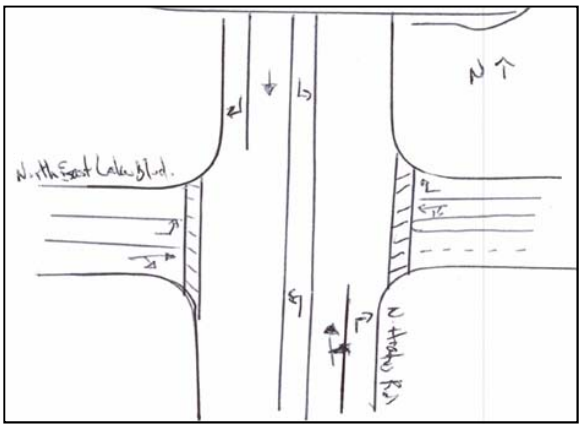
LOCATION: N. Hiatus Rd & NE Lake Blvd
CITY/STATE: Cooper City

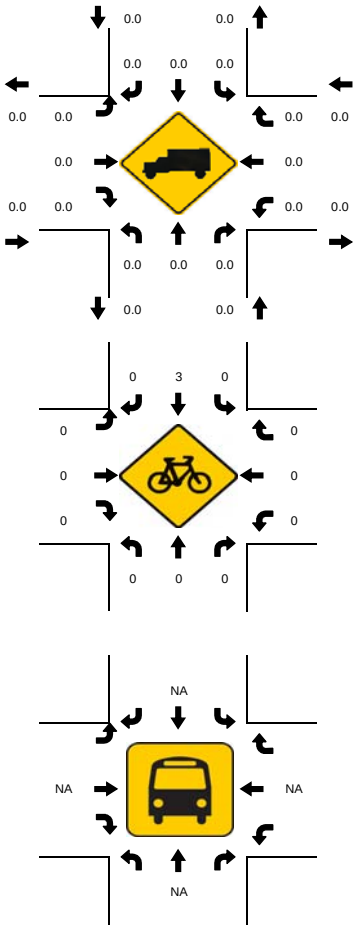
PROJECT ID: 16-3096-001
DATE: Tue, Apr 05, 2016

Peak-Hour: 05:00 PM - 06:00 PM
Peak 15-Minute: 05:30 PM - 05:45 PM



National Data & Surveying Services





15-Min Count Period Beginning At	N. Hiatus Rd Northbound					N. Hiatus Rd Southbound					NE Lake Blvd Eastbound					NE Lake Blvd Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
03:00 PM	11	110	20	0		10	91	13	0		5	3	11	0		8	1	8	0		291	1149
03:15 PM	13	113	13	0		7	105	14	0		6	1	7	0		7	2	4	0		292	1145
03:30 PM	10	109	23	0		5	87	15	0		5	6	8	0		6	4	6	0		284	1137
03:45 PM	5	89	21	0		12	100	15	0		4	2	11	0		11	8	4	1		282	1148
04:00 PM	12	116	16	0		11	81	13	0		4	5	11	0		11	4	3	1		287	1178
04:15 PM	10	99	19	0		6	96	15	0		5	4	10	0		10	2	8	0		284	1217
04:30 PM	20	105	19	0		13	79	14	1		4	3	12	0		16	1	9	0		295	1238
04:45 PM	14	103	18	0		11	99	26	0		3	1	12	0		11	1	13	0		312	1280
05:00 PM	19	94	27	1		10	110	26	0		6	1	12	0		11	0	10	0		326	1285
05:15 PM	21	106	12	1		14	110	15	0		3	2	8	0		11	1	2	0		305	1267
05:30 PM	15	110	28	0		12	105	17	0		6	3	9	0		14	3	15	1		337	1276
05:45 PM	15	100	20	0		8	123	17	0		4	0	7	0		9	2	12	0		317	1226
06:00 PM	23	97	21	0		13	108	15	0		7	2	10	0		10	0	2	0		308	1189
06:15 PM	14	91	24	0		16	109	19	0		0	5	10	0		16	1	9	0		314	1112
06:30 PM	17	75	22	0		13	94	22	0		7	4	12	0		11	2	8	0		287	1033
06:45 PM	14	102	19	0		6	88	19	0		4	3	10	0		9	5	1	0		280	967
07:00 PM	18	73	21	0		8	71	11	0		1	2	6	0		12	4	4	0		231	913
07:15 PM	10	71	13	1		10	89	10	0		2	4	9	0		15	2	0	0		235	682
07:30 PM	17	72	17	0		8	64	13	0		3	2	7	0		7	3	8	0		221	447
07:45 PM	13	56	22	0		6	81	12	0		2	2	11	0		10	2	9	0		226	226

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	84	440	112	4		56	492	104	0		24	12	48	0		56	12	60	4		**1500**
Heavy Trucks	0	0	0			0	0	0			0	0	0			0	0	0			**0**
Pedestrians		4					0					0					4				**8**
Bicycles	0	0	0			0	8	0			0	0	0			0	0	0			**8**
Railroad																					
Stopped Buses																					

National Data & Surveying Services

N

N/S Street: **N.Hiatus Rd**

Speed: **40**

E/W Street: **NE Lake Blvd**

Speed: **25**

Site Code: **16-3096-001**

Date: **04-05-2016**

Weather: **Sunny**

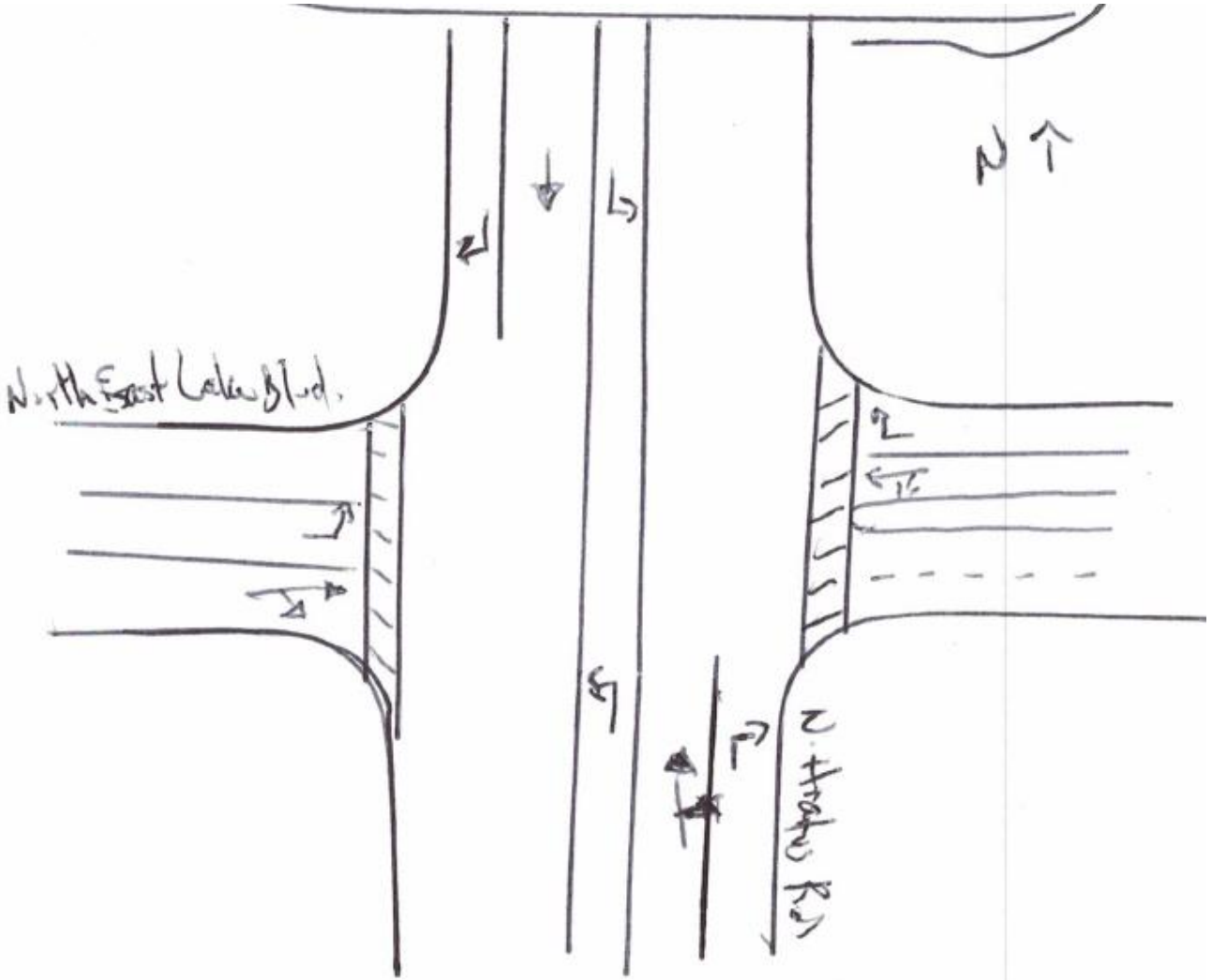
City: **Cooper City**

County: **Broward**

Count Times: **07:00 - 10:00**

15:00 - 20:00

Control: **2-Way Stop(EB/WB)**



APPENDIX B
Crash History

HSMV Report Number	Agency Report Number	Reporting Agency	Crash Date	Crash Time	City	Crash Street	Intersecting Street	Crash Type	Vehicles	Non Motorists	Fatalities	Injuries	Alcohol Related	Distraction Related	Drug Related	Estimated Damages
84273551	1.61403E+11	Broward Co SO	3/3/2014	5:22 PM	Cooper City	HIATUS RD	NE LAKE BLVD	Left Turn	2	0	0	0	N	N	N	$3,000
84179817	1.61402E+11	Broward Co SO	2/28/2014	3:43 PM	Cooper City	STONEBRIDGE PARKWAY	NE LAKE BLVD	Off Road	1	0	0	0	N	N	N	$4,000
84178342	1.61402E+11	Broward Co SO	2/4/2014	11:45 AM	Cooper City	FERN FOREST RD	TRADEWINDS WAY	Other	2	0	0	0	N	N	N	$2,100
84753263	1.61505E+11	Broward Co SO	5/18/2015	7:57 AM	Cooper City	FERN FOREST RD	SECRET WOODS DR	Head On	2	0	0	1	N	N	N	$3,500
84759415	1.61508E+11	Broward Co SO	8/30/2015	11:59 AM	Cooper City	FERN FOREST RD		Angle	2	0	0	1	N	N	N	$2,000
83497888	1.6131E+11	Broward Co SO	10/17/2013	12:38 AM	Cooper City	STONEBRIDGE PKWY	ANCHOR WAY	Other	1	0	0	1	Y	N	N	$1,000
84758455	1.61508E+11	Broward Co SO	8/15/2015	4:10 AM	Cooper City	NE LAKE BLVD	STONEBRIDGE PKWY	Other	1	0	0	0	Y	N	N	$10,000
84179853	1.61402E+11	Broward Co SO	2/28/2014	10:25 PM	Cooper City	STONEBRIDGE PKWY	NE LAKE BLVD	Left Turn	2	0	0	1	N	N	N	$8,000
83108454	1.61302E+11	Broward Co SO	2/28/2013	8:45 PM	Cooper City	HIATUS RD	NE LAKE BLVD	Angle	2	0	0	1	N	N	N	$9,000
84401073	1.61409E+11	Broward Co SO	9/9/2014	5:02 PM	Cooper City	HIATUS RD	NE LAKE BLVD	Left Turn	2	0	0	3	N	N	N	$10,000
84396719	1.61406E+11	Broward Co SO	6/17/2014	4:35 PM	Cooper City	STONEBRIDGE PKWY	COURTVIEW DR	Rear End	2	0	0	0	N	N	N	$5,500
86257383	1.61511E+11	Broward Co SO	11/28/2015	1:10 PM	Cooper City	HIATUS RD	STIRLING RD	Rear End	2	0	0	0	N	Y	N	$5,000
83490624	1.61304E+11	Broward Co SO	4/13/2013	2:31 PM	Cooper City	HIATUS RD	NE LAKE BLVD	Angle	2	0	0	2	N	N	N	$4,000
83108469	1.61303E+11	Broward Co SO	3/6/2013	6:30 AM	Cooper City	FERN FOREST RD	TRADEWINDS WAY	Other	2	0	0	0	N	N	N	$1,200
83491206	1.61305E+11	Broward Co SO	5/2/2013	10:06 PM	Cooper City	HIATUS RD	NE LAKE BLVD	Sideswipe	2	0	0	0	N	N	N	$1,500
84400011	1.61408E+11	Broward Co SO	8/20/2014	3:45 PM	Cooper City	HIATUS RD	NE LAKE BLVD	Angle	2	0	0	3	N	N	N	$5,000
84749769	1.61503E+11	Broward Co SO	3/25/2015	3:20 PM	Cooper City	STONEBRIDGE PKWY	NE LAKE BLVD	Rear End	2	0	0	1	N	N	N	$3,500
86257080	1.61511E+11	Broward Co SO	11/23/2015	6:24 PM	Cooper City	HIATUS RD	NE LAKE BLVD	Left Turn	2	0	0	2	N	N	N	$11,000
83490535	1.61304E+11	Broward Co SO	4/10/2013	11:49 PM	Cooper City	FERN FOREST RD		Other	1	0	0	0	N	N	N	$500
84275030	1.61403E+11	Broward Co SO	3/24/2014	8:40 PM	Cooper City	HIATUS RD	NE LAKE BLVD	Angle	2	0	0	1	N	N	N	$15,000
83499078	1.61311E+11	Broward Co SO	11/8/2013	8:10 PM	Cooper City	S HIATUS RD	SE LAKE BLVD	Angle	2	0	0	0	N	N	N	$1,700
84400798	1.61409E+11	Broward Co SO	9/4/2014	3:40 PM	Cooper City	SE LAKE BLVD	REGALIA WAY	Rear End	2	0	0	0	N	Y	N	$3,000
81727484	PD15OFF0400	Pembroke Pines PD	6/17/2015	6:14 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$1,100
84407316	1.61412E+11	Broward Co SO	12/26/2014	1:48 PM	Cooper City	S HIATUS RD	SE LAKE BLVD	Rear End	2	0	0	0	N	N	N	$5,000

HSMV Report Number	Agency Report Number	Reporting Agency	Crash Date	Crash Time	City	Crash Street	Intersecting Street	Crash Type	Vehicles	Non Motorists	Fatalities	Injuries	Alcohol Related	Distraction Related	Drug Related	Estimated Damages
83108699	1.61303E+11	Broward Co SO	3/16/2013	6:24 PM	Cooper City	HIATUS RD	SE LAKE BLVD	Rear End	2	0	0	1	N	N	N	$600
84747099	1.61502E+11	Broward Co SO	2/14/2015	10:48 AM	Cooper City	HIATUS RD		Other	2	0	0	0	N	Y	N	$2,000
84750615	1.61504E+11	Broward Co SO	4/7/2015	10:08 AM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$2,000
84666640	2014-034062	Pembroke Pines PD	4/28/2014	1:46 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$0
83494341	1.61307E+11	Broward Co SO	7/20/2013	1:35 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$1,000
84762638	1.6151E+11	Broward Co SO	10/21/2015	3:51 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$1,000
84403320	1.6141E+11	Broward Co SO	10/18/2014	6:05 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$350
84746120	1.61501E+11	Broward Co SO	1/30/2015	8:08 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$500
83107983	1.61302E+11	Broward Co SO	2/8/2013	3:48 PM	Cooper City	HIATUS RD	SHERIDAN ST	Rear End	2	0	0	0	N	N	N	$1,500
86257120	1.61511E+11	Broward Co SO	11/24/2015	1:11 PM	Cooper City	HIATUS RD	SHERIDAN ST	Off Road	1	0	0	0	N	N	N	$800
85766148	PPD15OFF0181	Pembroke Pines PD	2/26/2015	3:24 PM	Pembroke Pines	SHERIDAN ST	N HIATUS RD	Left Turn	2	0	0	0	N	N	N	$12,000
84666607	2014-034896	Pembroke Pines PD	5/1/2014	5:17 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Left Turn	2	0	0	0	N	N	N	$0
83496459	1.61309E+11	Broward Co SO	9/18/2013	11:40 AM	Cooper City	HIATUS RD	SHERIDAN ST	Rear End	2	0	0	1	N	N	N	$700
84402859	1.6141E+11	Broward Co SO	10/11/2014	2:23 PM	Cooper City	HIATUS RD		Unknown	2	0	0	0	N	N	N	$3,000
84397699	1.61407E+11	Broward Co SO	7/6/2014	12:10 PM	Cooper City	SHERIDAN ST	HIATUS RD	Angle	2	0	0	0	N	N	N	$5,500
82467811	2013-030037	Pembroke Pines PD	4/13/2013	11:03 AM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$0
84945539	2014-088100	Pembroke Pines PD	11/28/2014	5:10 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Left Turn	2	0	0	0	N	N	N	$16,000
84666703	2014-036809	Pembroke Pines PD	5/8/2014	3:10 PM	Pembroke Pines	HIATUS	SHERIDAN ST	Rear End	2	0	0	1	N	N	N	$1,000
81726535	PPD15OFF0280	Pembroke Pines PD	4/28/2015	6:46 PM	Pembroke Pines	N HIATUS RD	SHERIDAN ST	Rear End	2	0	0	0	N	N	N	$6,000
84763105	1.6151E+11	Broward Co SO	10/28/2015	6:05 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$1,300
82467623	2013-026435	Pembroke Pines PD	4/1/2013	4:35 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$0
84405880	1.61412E+11	Broward Co SO	12/3/2014	8:37 AM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	1	N	N	N	$5,500
84403331	1.6141E+11	Broward Co SO	10/19/2014	2:15 AM	Cooper City	SHERIDAN ST	HIATUS RD	Off Road	1	0	0	1	N	N	N	$5,000
83499821	1.61311E+11	Broward Co SO	11/22/2013	11:48 AM	Cooper City	SHERIDAN ST	HIATUS RD	Left Turn	2	0	0	2	N	N	N	$10,500
84405076	1.61411E+11	Broward Co SO	11/19/2014	11:52 AM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$8,500

HSMV Report Number	Agency Report Number	Reporting Agency	Crash Date	Crash Time	City	Crash Street	Intersecting Street	Crash Type	Vehicles	Non Motorists	Fatalities	Injuries	Alcohol Related	Distraction Related	Drug Related	Estimated Damages
86257452	1.61511E+11	Broward Co SO	11/29/2015	5:23 PM	Cooper City	STONEBRIDGE PKWY	SECRET WOODS DR	Left Turn	2	0	0	0	N	N	N	$3,000
83497072	1.61309E+11	Broward Co SO	9/30/2013	6:22 PM	Cooper City	STIRLING RD	HIATUS RD	Rear End	2	0	0	0	N	N	N	$2,500
84753495	1.61505E+11	Broward Co SO	5/21/2015	1:12 PM	Cooper City	HIATUS RD	STIRLING RD	Rear End	2	0	0	0	N	N	N	$2,000
84403604	1.6141E+11	Broward Co SO	10/23/2014	7:50 PM	Cooper City	STIRLING RD	HIATUS RD	Right Turn	2	0	0	0	N	N	N	$3,000
84397248	1.61406E+11	Broward Co SO	6/27/2014	2:01 PM	Cooper City	HIATUS RD	STIRLING RD	Rear End	2	0	0	0	N	N	N	$250
84395612	1.61405E+11	Broward Co SO	5/28/2014	7:10 AM	Cooper City	HIATUS RD	STIRLING RD	Rear End	2	0	0	0	N	N	N	$200
84392705	1.61404E+11	Broward Co SO	4/9/2014	7:37 AM	Cooper City	HIATUS RD	STIRLING RD	Rear End	2	0	0	0	N	N	N	$1,400
84395476	1.61405E+11	Broward Co SO	5/25/2014	11:06 AM	Cooper City	HIATUS RD	STIRLING RD	Rollover	2	0	0	0	N	N	N	$3,000
84273743	1.61403E+11	Broward Co SO	3/6/2014	5:35 PM	Cooper City	HIATUS RD	STIRLING RD	Rear End	2	0	0	0	N	N	N	$1,000
84747404	1.61502E+11	Broward Co SO	2/19/2015	3:55 PM	Cooper City	STIRLING RD	HIATUS RD	Rear End	2	0	0	0	N	N	N	$3,500
86298471	PPD15OFF0843	Pembroke Pines PD	12/20/2015	7:11 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$6,000
86258097	1.61512E+11	Broward Co SO	12/8/2015	2:48 PM	Cooper City	HIATUS RD	SE LAKE BLVD	Rear End	2	0	0	0	N	N	N	$1,500
86257142	1.61511E+11	Broward Co SO	11/24/2015	3:48 PM	Cooper City	HIATUS RD	SE LAKE BLVD	Rear End	3	0	0	0	N	Y	N	$6,000
84403089	1.6141E+11	Broward Co SO	10/15/2014	10:34 AM	Cooper City	HIATUS RD	SE LAKE BLVD	Rear End	2	0	0	0	N	N	N	$6,000
84759728	1.61509E+11	Broward Co SO	9/4/2015	1:30 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$510
82467094	2013-014975	Pembroke Pines PD	2/22/2013	2:40 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Left Turn	2	0	0	0	N	N	N	$10,000
81725867	PPD15OFF0466	Pembroke Pines PD	7/15/2015	12:59 PM	Pembroke Pines	SHERIDAN STREET	HIATUS RD	Angle	2	0	0	0	N	N	N	$1,500
84744547	1.61501E+11	Broward Co SO	1/5/2015	12:42 PM	Cooper City	HIATUS RD	SHERIDAN ST	Sideswipe	2	0	0	0	N	N	N	$3,000
84404163	1.61411E+11	Broward Co SO	11/2/2014	4:00 AM	Cooper City	SHERIDAN ST	HIATUS RD	Off Road	1	0	0	0	Y	N	N	$2,500
84399577	1.61408E+11	Broward Co SO	8/9/2014	2:40 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	3	0	0	1	N	N	N	$25,100
84114482	2013-051086	Pembroke Pines PD	6/23/2013	4:50 PM	Pembroke Pines	HIATUS RD	SHERIDAN ST	Rear End	3	0	0	0	N	N	N	$0
84390142	2014-009264	Pembroke Pines PD	2/1/2014	8:12 AM	Pembroke Pines	N HIATUS RD	SHERIDAN ST	Rear End	2	0	0	0	N	N	N	$0
81727386	PPD15OFF0439	Pembroke Pines PD	7/4/2015	9:55 AM	Pembroke Pines	HIATUS RD	SHERIDAN ST	Rear End	2	0	0	0	N	Y	N	$250
84400808	1.61409E+11	Broward Co SO	9/4/2014	7:15 PM	Cooper City	SHERIDAN ST	HIATUS RD	Sideswipe	2	0	0	0	N	N	N	$500

HSMV Report Number	Agency Report Number	Reporting Agency	Crash Date	Crash Time	City	Crash Street	Intersecting Street	Crash Type	Vehicles	Non Motorists	Fatalities	Injuries	Alcohol Related	Distraction Related	Drug Related	Estimated Damages
84406012	1.61412E+11	Broward Co SO	12/5/2014	8:58 AM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$6,000
84752351	1.61505E+11	Broward Co SO	5/3/2015	4:20 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	1	N	Y	N	$2,500
83109118	1.61304E+11	Broward Co SO	4/1/2013	4:55 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	3	0	0	2	N	N	N	$7,800
83890938	1.61312E+11	Broward Co SO	12/22/2013	12:52 AM	Cooper City	MAINSAIL DR		Other	2	0	0	0	N	N	N	$2,500
83890669	1.61312E+11	Broward Co SO	12/17/2013	10:09 PM	Cooper City	MAINSAIL DR	MERIDIAN DR	Other	2	0	0	0	N	N	N	$500
84406232	1.61412E+11	Broward Co SO	12/8/2014	5:15 PM	Cooper City	STIRLING RD	HIATUS RD	Rear End	2	0	0	0	N	N	N	$2,000
85197859	HPL15OFF0792	FHP	12/10/2015	2:00 PM	Unincorporated	SR-84 (MARINA MILE)	HIATUS RD	Sideswipe	2	0	0	0	N	N	N	$50
84401371	1.61409E+11	Broward Co SO	9/14/2014	1:49 PM	Cooper City	STIRLING RD	HIATUS RD	Rear End	2	0	0	0	N	N	N	$2,200
83108331	1.61302E+11	Broward Co SO	2/27/2013	7:30 AM	Cooper City	HIATUS RD	STIRLING RD	Rear End	2	0	0	0	N	N	N	$1,000
83818630	HPL15OFF0053	FHP	1/26/2015	1:40 AM	Fort Lauderdale	SR 84 WB	HIATUS RD	Off Road	1	0	0	2	Y	Y	N	$5,000
84748963	1.61503E+11	Broward Co SO	3/13/2015	9:43 PM	Cooper City	HIATUS RD	STIRLING RD	Other	1	0	0	0	N	N	N	$2,000
84760615	1.61509E+11	Broward Co SO	9/18/2015	1:47 PM	Cooper City	SHERIDAN ST	HIATUS RD	Head On	3	0	0	1	N	N	N	$11,000
81727379	PPD15OFF0395	Pembroke Pines PD	6/15/2015	2:29 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$4,500
84666595	2014-034782	Pembroke Pines PD	5/1/2014	8:20 AM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$0
84753418	1.61505E+11	Broward Co SO	5/20/2015	3:06 PM	Cooper City	HIATUS RD	SE LAKE BLVD	Rear End	2	0	0	0	N	N	N	$1,500
84745216	1.61501E+11	Broward Co SO	1/15/2015	4:59 PM	Cooper City	HIATUS RD	SE LAKE BLVD	Rear End	2	0	0	0	N	N	N	$1,500
84757508	1.61507E+11	Broward Co SO	7/30/2015	4:50 PM	Cooper City	HIATUS RD	SE LAKE BLVD	Rear End	3	0	0	2	N	N	N	$18,000
86257526	1.61511E+11	Broward Co SO	11/30/2015	6:35 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$1,900
83499486	1.61311E+11	Broward Co SO	11/16/2013	10:55 AM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$750
84404621	1.61411E+11	Broward Co SO	11/11/2014	5:35 PM	Cooper City	SHERIDAN ST	HIATUS RD	Off Road	1	0	0	1	N	Y	Y	$2,500
82466674	2013-006978	Pembroke Pines PD	1/25/2013	9:36 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$2,000
83491471	1.61305E+11	Broward Co SO	5/10/2013	2:10 PM	Cooper City	SHERIDAN ST	HIATUS RD	Sideswipe	2	0	0	0	N	N	N	$6,000
86257151	1.61511E+11	Broward Co SO	11/24/2015	5:45 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$9,000
84115235	2013-070002	Pembroke Pines PD	8/27/2013	7:35 AM	Pembroke Pines	SHERIDAN STREET	HIATUS ROAD	Rear End	2	0	0	0	N	N	N	$0

HSMV Report Number	Agency Report Number	Reporting Agency	Crash Date	Crash Time	City	Crash Street	Intersecting Street	Crash Type	Vehicles	Non Motorists	Fatalities	Injuries	Alcohol Related	Distraction Related	Drug Related	Estimated Damages
82468322	2013-039402	Pembroke Pines PD	5/15/2013	8:15 AM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$0
84666217	2014-028215	Pembroke Pines PD	4/6/2014	8:37 PM	Pembroke Pines	N HIATUS RD	SHERIDAN ST	Rear End	2	0	0	0	N	N	N	$0
81728886	PPD15OFF0589	Pembroke Pines PD	9/2/2015	5:18 PM	Pembroke Pines	N HIATUS RD	SHERIDAN ST	Rear End	2	0	0	0	N	N	N	$1,500
82467549	2013-025119	Pembroke Pines PD	3/28/2013	9:50 AM	Pembroke Pines	N HIATUS RD	SHERIDAN ST	Sideswipe	3	0	0	2	N	N	N	$9,000
83109097	1.61304E+11	Broward Co SO	4/1/2013	4:57 PM	Cooper City	SHERIDAN ST	HIATUS RD	Unknown	2	0	0	0	N	N	N	$2,500
86257528	1.61511E+11	Broward Co SO	11/30/2015	6:48 PM	Cooper City	SHERIDAN ST	HIATUS RD	Sideswipe	2	0	0	0	N	N	N	$6,000
84761135	1.61509E+11	Broward Co SO	9/28/2015	4:13 AM	Cooper City	SE LAKE BLVD	HIATUS RD	Other	1	0	0	0	N	N	N	$4,000
83496429	1.61309E+11	Broward Co SO	9/17/2013	3:48 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$2,500
83108470	1.61303E+11	Broward Co SO	3/6/2013	7:00 AM	Cooper City	STIRLING RD	HIATUS RD	Rear End	2	0	0	3	N	N	N	$2,500
84758952	1.61508E+11	Broward Co SO	8/23/2015	2:34 PM	Cooper City	HIATUS RD	STIRLING RD	Rear End	2	0	0	0	N	N	N	$2,000
84758921	1.61508E+11	Broward Co SO	8/22/2015	5:10 PM	Cooper City	HIATUS RD	STIRLING RD	Rear End	2	0	0	0	N	N	N	$3,000
83704062	HPL13OFF0769	FHP	12/17/2013	7:41 AM	Unincorporated	HIATUS ROAD	STATE ROAD 84	Angle	2	0	0	1	N	N	N	$305
84752350	1.61505E+11	Broward Co SO	5/3/2015	2:00 PM	Cooper City	HIATUS RD	STIRLING RD	Left Turn	2	0	0	0	N	N	N	$4,000
84755731	1.61506E+11	Broward Co SO	6/29/2015	4:07 PM	Fort Lauderdale	STIRLLING RD	HIATUS RD	Rear End	2	0	0	1	N	Y	N	$4,000
84755927	1.61507E+11	Broward Co SO	7/2/2015	3:36 PM	Cooper City	HIATUS RD	STIRLING RD	Left Turn	2	0	0	0	N	N	N	$12,500
84763974	1.61511E+11	Broward Co SO	11/9/2015	8:15 PM	Cooper City	STIRLING RD	HIATUS RD	Rear End	2	0	0	0	N	N	N	$500
83491403	1.61305E+11	Broward Co SO	5/8/2013	6:21 PM	Cooper City	STIRLING RD	HIATUS RD	Sideswipe	2	0	0	0	N	N	N	$400
84945727	2014-090680	Pembroke Pines PD	12/9/2014	4:30 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$0
84389470	2013-103462	Pembroke Pines PD	12/18/2013	7:48 AM	Pembroke Pines	SHERIDAN ST	N HIATUS RD	Rear End	2	0	0	0	N	N	N	$0
84667286	2014-046470	Pembroke Pines PD	6/13/2014	5:18 PM	Pembroke Pines	SHERIDAN ST	N HIATUS RD	Rear End	2	0	0	0	N	N	N	$0
83500437	1.61312E+11	Broward Co SO	12/4/2013	7:55 AM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	4	0	0	1	N	N	N	$13,500
84750284	1.61504E+11	Broward Co SO	4/2/2015	1:56 PM	Cooper City	HIATUS RD	SE LAKE BLVD	Rear End	2	0	0	0	N	N	N	$600
81727181	PPD15OFF0336	Pembroke Pines PD	5/21/2015	6:50 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	Y	N	$100

HSMV Report Number	Agency Report Number	Reporting Agency	Crash Date	Crash Time	City	Crash Street	Intersecting Street	Crash Type	Vehicles	Non Motorists	Fatalities	Injuries	Alcohol Related	Distraction Related	Drug Related	Estimated Damages
84401163	1.61409E+11	Broward Co SO	9/11/2014	11:41 AM	Cooper City	HIATUS RD	SE LAKE BLVD	Rear End	3	0	0	0	N	N	N	$1,250
84666294	2014-029301	Pembroke Pines PD	4/10/2014	9:28 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	2	N	N	N	$700
83491391	1.61305E+11	Broward Co SO	5/8/2013	2:10 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$1,200
84398168	1.61407E+11	Broward Co SO	7/15/2014	12:47 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$1,000
84396783	1.61406E+11	Broward Co SO	6/18/2014	5:15 PM	Cooper City	HIATUS RD	SE LAKE BLVD	Rear End	2	0	0	0	N	N	N	$4,000
85765579	PPD15OFF0301	Pembroke Pines PD	5/7/2015	3:55 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$1,000
86298061	PPD15OFF0800	Pembroke Pines PD	12/2/2015	8:55 AM	Pembroke Pines	SHERIDAN ST	N HIATUS RD	Other	2	0	0	0	N	N	N	$1,000
86258161	1.61512E+11	Broward Co SO	12/9/2015	8:42 AM	Cooper City	HIATUS RD	SHERIDAN ST	Rear End	2	0	0	0	N	N	N	$7,000
83497260	1.6131E+11	Broward Co SO	10/4/2013	5:25 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$3,000
84396305	1.61406E+11	Broward Co SO	6/9/2014	5:29 PM	Cooper City	HIATUS RD	SHERIDAN ST	Angle	2	0	0	1	N	N	N	$500
86259271	1.61512E+11	Broward Co SO	12/24/2015	4:26 PM	Cooper City	HIATUS RD	SHERIDAN ST	Rear End	2	0	0	0	N	N	N	$800
84399998	1.61408E+11	Broward Co SO	8/20/2014	12:45 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	3	0	0	0	N	N	N	$13,000
84667358	2014-047782	Pembroke Pines PD	6/19/2014	6:50 AM	Pembroke Pines	N. HIATUS RD	SHERIDAN ST	Rear End	2	0	0	1	N	N	N	$1,000
83109337	1.61304E+11	Broward Co SO	4/9/2013	8:44 AM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	Y	N	$1,200
84396495	1.61406E+11	Broward Co SO	6/13/2014	2:50 AM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	Y	N	N	$5,000
83698775	HPL13OFF0631	FHP	10/15/2013	4:14 PM	Davie	NTERSTATE 595 (S.R. 862) F	DAVIE RD	Rear End	2	0	0	0	N	N	N	$1,700
84749379	1.61503E+11	Broward Co SO	3/19/2015	6:01 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	Y	N	$1,500
83492108	1.61305E+11	Broward Co SO	5/30/2013	1:44 PM	Cooper City	MERIDIAN DR	NAUTILUS DR	Rear End	2	0	0	0	N	N	N	$2,500
84404153	1.61411E+11	Broward Co SO	11/3/2014	8:37 AM	Cooper City	STIRLING RD	HIATUS RD	Rear End	2	0	0	0	N	Y	N	$1,800
83107708	1.61301E+11	Broward Co SO	1/22/2013	9:30 PM	Cooper City	STIRLING RD	HIATUS RD	Off Road	1	0	0	0	N	N	N	$300
84395395	1.61405E+11	Broward Co SO	5/23/2014	5:15 PM	Cooper City	STIRLING RD	HIATUS RD	Rear End	2	0	0	1	N	N	N	$900
84407104	1.61412E+11	Broward Co SO	12/22/2014	5:53 PM	Cooper City	STIRLING RD	SW 111TH TER	Rear End	2	0	0	0	N	Y	N	$1,000
83107853	1.61302E+11	Broward Co SO	2/1/2013	1:06 PM	Cooper City	STIRLING RD		Other	2	0	0	0	N	N	N	$1,100
84667265	2014-046213	Pembroke Pines PD	6/12/2014	5:35 PM	Pembroke Pines	SHERIDAN STREET	N HIATUS ROAD	Rear End	2	0	0	1	N	N	N	$200
84943747	2014-061156	Pembroke Pines PD	8/11/2014	3:04 PM	Pembroke Pines	SHERDIAN ST	HIATUS RD	Rear End	2	0	0	1	N	N	N	$200

HSMV Report Number	Agency Report Number	Reporting Agency	Crash Date	Crash Time	City	Crash Street	Intersecting Street	Crash Type	Vehicles	Non Motorists	Fatalities	Injuries	Alcohol Related	Distraction Related	Drug Related	Estimated Damages
84389749	2014-001571	Pembroke Pines PD	1/6/2014	7:10 AM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$0
84754304	1.61506E+11	Broward Co SO	6/4/2015	7:48 AM	Cooper City	HIATUS RD	SE LAKE BLVD	Rear End	2	0	0	0	N	N	N	$900
84750790	1.61504E+11	Broward Co SO	4/9/2015	5:10 PM	Cooper City	HIATUS RD	SE LAKE BLVD	Sideswipe	3	0	0	0	N	N	N	$2,500
84761713	1.6151E+11	Broward Co SO	10/7/2015	11:16 AM	Cooper City	HIATUS RD	SE LAKE BLVD	Rear End	2	0	0	0	N	N	N	$2,000
81726259	PPD15OFF0321	Pembroke Pines PD	5/15/2015	8:07 AM	Pembroke Pines	SHERIDAN ST	N HIATUS RD	Rear End	4	0	0	1	N	N	N	$3,000
84751678	1.61504E+11	Broward Co SO	4/23/2015	12:04 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$1,500
84405383	1.61411E+11	Broward Co SO	11/24/2014	1:02 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$1,800
84751407	1.61504E+11	Broward Co SO	4/19/2015	12:26 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	Y	N	$1,000
84400384	1.61408E+11	Broward Co SO	8/27/2014	5:47 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$1,200
83498005	1.6131E+11	Broward Co SO	10/19/2013	6:20 PM	Cooper City	HIATUS RD	SHERIDAN ST	Other	2	0	0	0	N	N	N	$1,000
84944960	2014-079553	Pembroke Pines PD	10/24/2014	5:39 PM	Pembroke Pines	SHERDIAN ST	HIATUS RD	Angle	3	0	0	0	N	N	N	$0
83107784	1.61301E+11	Broward Co SO	1/28/2013	8:55 AM	Cooper City	HIATUS RD	SHERIDAN ST	Rear End	2	0	0	1	N	Y	N	$1,500
83496011	1.61309E+11	Broward Co SO	9/7/2013	11:59 AM	Cooper City	HIATUS RD	SHERIDAN ST	Rear End	2	0	0	0	N	N	N	$3,000
83491484	1.61305E+11	Broward Co SO	5/10/2013	9:22 PM	Cooper City	SHERIDAN ST	HIATUS RD	Left Turn	2	0	0	2	Y	N	N	$10,000
84405755	1.61412E+11	Broward Co SO	12/1/2014	5:30 PM	Cooper City	SHERIDAN ST	HIATUS RD	Right Turn	2	0	0	0	N	N	N	$3,000
84758055	1.61508E+11	Broward Co SO	8/8/2015	6:35 PM	Cooper City	SHERIDAN ST	HIATUS RD	Other	2	0	0	0	N	Y	N	$1,000
82467892	2013-031617	Pembroke Pines PD	4/18/2013	6:53 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	4	0	0	0	N	N	N	$0
82468067	2013-032682	Pembroke Pines PD	4/22/2013	11:45 AM	Pembroke Pines	SHERIDANT ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$0
83495314	1.61308E+11	Broward Co SO	8/21/2013	4:35 PM	Cooper City	SHERIDAN ST	HAITUS RD	Rear End	2	0	0	0	N	N	N	$500
84946176	2015-000443	Pembroke Pines PD	1/2/2015	4:00 PM	Pembroke Pines	HIATUS RD	SHERDIAN ST	Rear End	2	0	0	0	N	N	N	$0
84666702	2014-036816	Pembroke Pines PD	5/8/2014	3:20 PM	Pembroke Pines	HIATUS RD	SHERIDAN ST	Rear End	2	0	0	0	N	N	N	$0
81728020	PPD15OFF0481	Pembroke Pines PD	7/21/2015	1:45 PM	Pembroke Pines	HIATUS RD	SHERIDAN ST	Rear End	2	0	0	1	N	N	N	$3,000
81727767	PPD15OFF0627	Pembroke Pines PD	9/19/2015	1:35 PM	Pembroke Pines	N HIATUS RD	SHERIDAN ST	Rear End	2	0	0	0	N	N	N	$1,000
83109129	1.61304E+11	Broward Co SO	4/1/2013	4:33 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$350

HSMV Report Number	Agency Report Number	Reporting Agency	Crash Date	Crash Time	City	Crash Street	Intersecting Street	Crash Type	Vehicles	Non Motorists	Fatalities	Injuries	Alcohol Related	Distraction Related	Drug Related	Estimated Damages
84405235	1.61411E+11	Broward Co SO	11/21/2014	7:10 PM	Cooper City	SHERIDAN ST	HIATUS RD	Unknown	2	0	0	1	N	N	N	$11,000
83497067	1.61309E+11	Broward Co SO	9/30/2013	5:45 PM	Cooper City	SHERIDAN ST	HIATUS RD	Left Turn	3	0	0	1	N	N	N	$5,000
84274592	1.61403E+11	Broward Co SO	3/20/2014	9:58 AM	Cooper City	MERIDAN DR	SE LAKE BLVD	Off Road	1	0	0	0	N	N	N	$600
84748480	1.61503E+11	Broward Co SO	3/6/2015	7:43 AM	Cooper City	LONGBOAT DR	MERIDIAN DR	Bicycle	1	1	0	0	N	N	N	$0
84763553	1.61511E+11	Broward Co SO	11/3/2015	3:55 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$1,500
83107792	1.61301E+11	Broward Co SO	1/28/2013	4:30 PM	Cooper City	STIRLING RD	HIATUS RD	Left Turn	2	0	0	4	N	N	N	$9,000
84747725	1.61502E+11	Broward Co SO	2/24/2015	8:53 AM	Cooper City	HIATUS RD	STIRLING RD	Rear End	2	0	0	0	N	N	N	$10,000
83499904	1.61311E+11	Broward Co SO	11/23/2013	6:03 PM	Cooper City	STIRLING RD	HIATUS RD	Right Turn	2	0	0	0	N	N	N	$2,000
83496499	1.61309E+11	Broward Co SO	9/19/2013	7:50 AM	Cooper City	STIRLING RD	HIATUS RD	Sideswipe	2	0	0	0	N	N	N	$1,500
83890780	1.61312E+11	Broward Co SO	12/19/2013	2:55 PM	Cooper City	STIRLING RD		Other	2	0	0	0	N	N	N	$1,500
84404788	1.61411E+11	Broward Co SO	11/14/2014	1:48 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	1	N	N	N	$10,000
84274787	1.61403E+11	Broward Co SO	3/23/2014	4:25 PM	Cooper City	N HIATUS RD	SHERIDAN ST	Other	2	0	0	0	N	N	N	$1,000
84666852	2014-038735	Pembroke Pines PD	5/16/2014	7:47 AM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	2	N	N	N	$2,500
83492045	1.61305E+11	Broward Co SO	5/28/2013	2:33 PM	Cooper City	HIATUS RD		Off Road	1	0	0	0	N	N	N	$2,200
83492749	1.61306E+11	Broward Co SO	6/19/2013	12:10 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$1,300
83495548	1.61308E+11	Broward Co SO	8/27/2013	5:35 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	1	N	N	N	$1,600
83890932	1.61312E+11	Broward Co SO	12/21/2013	8:30 PM	Cooper City	HIATUS RD	SHERIDAN ST	Rear End	2	0	0	0	N	N	N	$3,000
84115775	2013-080665	Pembroke Pines PD	10/1/2013	9:30 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Sideswipe	2	0	0	0	N	N	N	$0
84397842	1.61407E+11	Broward Co SO	7/9/2014	12:20 PM	Cooper City	N. HIATUS RD	SHERIDAN ST	Rear End	2	0	0	1	N	N	N	$800
84389940	2014-004949	Pembroke Pines PD	1/17/2014	3:20 AM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Other	2	0	0	0	N	N	N	$500
84762463	1.6151E+11	Broward Co SO	10/18/2015	3:57 PM	Cooper City	HIATUS RD	SHERIDAN ST	Rear End	3	0	0	0	N	N	N	$2,000
83496436	1.61309E+11	Broward Co SO	9/17/2013	3:23 PM	Cooper City	SHERIDAN ST	HIATUS RD	Left Turn	2	0	0	1	N	N	N	$7,000
84394593	1.61405E+11	Broward Co SO	5/9/2014	2:41 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$1,100
84179083	1.61402E+11	Broward Co SO	2/14/2014	6:30 PM	Cooper City	SHERIDAN ST	HIATUS RD	Left Turn	2	0	0	1	N	N	N	$9,000

HSMV Report Number	Agency Report Number	Reporting Agency	Crash Date	Crash Time	City	Crash Street	Intersecting Street	Crash Type	Vehicles	Non Motorists	Fatalities	Injuries	Alcohol Related	Distraction Related	Drug Related	Estimated Damages
85766041	PD15OFF0167	Pembroke Pines PD	2/19/2015	7:30 PM	Pembroke Pines	HIATUS RD	SHERIDAN ST	Rear End	3	0	0	0	N	N	N	$5,800
83494605	1.61307E+11	Broward Co SO	7/30/2013	12:00 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	Y	N	$2,300
83109127	1.61304E+11	Broward Co SO	4/1/2013	4:33 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	1	N	N	N	$2,200
84178405	1.61402E+11	Broward Co SO	2/5/2014	11:10 AM	Cooper City	SHERIDAN ST		Other	2	0	0	0	N	N	N	$1,700
84050201	1.61312E+11	Broward Co SO	12/27/2013	6:10 PM	Cooper City	SHERIDAN ST	HIATUS ST	Left Turn	2	0	0	0	N	N	N	$10,000
85764789	PD15OFF0723	Pembroke Pines PD	10/30/2015	7:20 AM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Sideswipe	2	0	0	0	N	N	N	$500
84051732	1.61401E+11	Broward Co SO	1/25/2014	1:20 PM	Cooper City	STIRLING RD	HIATUS RD	Other	2	0	0	0	N	N	N	$1,200
83890954	1.61312E+11	Broward Co SO	12/22/2013	12:05 PM	Cooper City	STIRLING ROAD	HIATUS RD	Rear End	2	0	0	0	N	N	N	$500
86258031	1.61512E+11	Broward Co SO	12/7/2015	5:46 PM	Cooper City	HIATUS RD	STIRLING RD	Left Turn	2	0	0	0	N	N	N	$1,500
84760113	1.61509E+11	Broward Co SO	9/10/2015	10:58 AM	Cooper City	STIRLING RD	HIATUS RD	Rear End	2	0	0	0	N	N	N	$4,000
84752774	1.61505E+11	Broward Co SO	5/9/2015	4:27 PM	Cooper City	STIRLING RD		Other	2	0	0	0	N	N	N	$2,200
83109028	1.61303E+11	Broward Co SO	3/29/2013	10:40 PM	Cooper City	SW 111TH TER	STIRLING RD	Left Turn	2	0	0	1	N	N	N	$10,000
84755315	1.61506E+11	Broward Co SO	6/22/2015	8:40 AM	Cooper City	SW 111TH TR	STIRLING RD	Left Turn	2	0	0	0	N	N	N	$3,000
84753061	1.61505E+11	Broward Co SO	5/14/2015	7:00 PM	Cooper City	REGALIA WAY	SE LAKE BLVD	Other	2	0	0	0	N	N	N	$700
84756555	1.61507E+11	Broward Co SO	7/13/2015	4:50 PM	Cooper City	HIATUS RD	SE LAKE BLVD	Angle	2	0	0	0	N	N	N	$9,000
84759360	1.61508E+11	Broward Co SO	8/29/2015	2:40 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$2,300
83491525	1.61305E+11	Broward Co SO	5/12/2013	1:21 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	Y	N	$1,700
84393248	1.61404E+11	Broward Co SO	4/18/2014	10:29 AM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$700
84398334	1.61407E+11	Broward Co SO	7/18/2014	2:20 PM	Cooper City	HIATUS RD		Unknown	2	0	0	0	N	N	N	$0
84764127	1.61511E+11	Broward Co SO	11/12/2015	9:33 AM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$500
84945052	2014-080810	Pembroke Pines PD	10/30/2014	10:30 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	1	N	Y	N	$3,500
84667343	2014-046158	Pembroke Pines PD	6/12/2014	2:47 PM	Pembroke Pines	SHERIDAN ST	N HIATUS RD	Left Turn	2	0	0	0	N	N	N	$22,000
86297373	PD15OFF0814	Pembroke Pines PD	12/8/2015	1:50 PM	Pembroke Pines	SHERIDAN ST	N HIATUS RD	Sideswipe	2	0	0	0	N	N	N	$400
83109289	1.61304E+11	Broward Co SO	4/7/2013	5:04 AM	Cooper City	SHERIDAN ST	HIATUS RD	Off Road	1	0	0	0	N	N	N	$2,500

HSMV Report Number	Agency Report Number	Reporting Agency	Crash Date	Crash Time	City	Crash Street	Intersecting Street	Crash Type	Vehicles	Non Motorists	Fatalities	Injuries	Alcohol Related	Distraction Related	Drug Related	Estimated Damages
84763024	1.6151E+11	Broward Co SO	10/27/2015	2:32 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$2,000
84763265	1.6151E+11	Broward Co SO	10/30/2015	4:35 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	Y	N	$2,000
84752523	1.61505E+11	Broward Co SO	5/6/2015	8:35 AM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	3	0	0	0	N	N	N	$17,000
82467812	2013-030043	Pembroke Pines PD	4/13/2013	11:15 AM	Pembroke Pines	SHERIDAN STREET	HIATUS ROAD	Rear End	2	0	0	0	N	N	N	$0
84945920	2014-093232	Pembroke Pines PD	12/19/2014	4:00 PM	Pembroke Pines	SHERDIAN ST	HIATUS RD	Rear End	2	0	0	1	N	N	N	$8,000
82467840	2013-030725	Pembroke Pines PD	4/15/2013	5:00 PM	Pembroke Pines	SHERIDAN ST	N HIATUS RD	Rear End	2	0	0	0	N	N	N	$0
84051675	1.61401E+11	Broward Co SO	1/24/2014	1:13 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$600
84050804	1.61401E+11	Broward Co SO	1/9/2014	8:10 AM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	3	0	0	0	N	N	N	$12,300
84757972	1.61508E+11	Broward Co SO	8/7/2015	10:50 AM	Cooper City	SHERIDAN ST	HIATUS RD	Sideswipe	2	0	0	0	N	N	N	$8,000
83108025	1.61302E+11	Broward Co SO	2/8/2013	4:10 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	3	0	0	1	N	N	N	$6,000
83496547	1.61309E+11	Broward Co SO	9/20/2013	7:25 AM	Cooper City	HIATUS RD	STIRLING RD	Rear End	2	0	0	0	N	N	N	$0
83108623	1.61303E+11	Broward Co SO	3/13/2013	9:45 AM	Cooper City	HIATUS RD	STIRLING RD	Rear End	2	0	0	0	N	N	N	$3,750
84179501	1.61402E+11	Broward Co SO	2/23/2014	11:00 AM	Cooper City	STIRLING RD	HIATUS RD	Sideswipe	2	0	0	0	N	N	N	$2,000
84754588	1.61506E+11	Broward Co SO	6/9/2015	9:06 AM	Cooper City	STIRLING RD	SW 111TH TER	Sideswipe	2	0	0	0	N	N	N	$9,500
84389555	2013-104953	Pembroke Pines PD	12/23/2013	12:35 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$0
83497353	1.6131E+11	Broward Co SO	10/6/2013	8:23 PM	Cooper City	HIATUS RD	SHERIDAN ST	Sideswipe	2	0	0	0	N	N	N	$1,500
84945914	2014-093146	Pembroke Pines PD	12/19/2014	9:40 AM	Pembroke Pines	SHERIDAN ST	HIATUS RD N	Rear End	2	0	0	0	N	N	N	$0
84401167	1.61409E+11	Broward Co SO	9/11/2014	11:50 AM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$2,400
83497870	1.6131E+11	Broward Co SO	10/17/2013	2:45 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	N	N	$4,000
84750042	1.61503E+11	Broward Co SO	3/30/2015	12:40 PM	Cooper City	HIATUS RD		Other	2	0	0	0	N	Y	N	$250
84402835	1.6141E+11	Broward Co SO	10/11/2014	4:52 AM	Cooper City	HIATUS RD	SHERIDAN ST	Off Road	1	0	0	1	Y	N	N	$5,200
84945218	2014-083720	Pembroke Pines PD	11/10/2014	7:51 AM	Pembroke Pines	HIATUS RD	SHERIDAN ST	Left Turn	2	0	0	1	N	N	N	$9,000
84403640	1.6141E+11	Broward Co SO	10/24/2014	12:20 PM	Cooper City	HIATUS RD	SHERIDAN STREET	Rear End	2	0	0	0	N	N	N	$2,000

HSMV Report Number	Agency Report Number	Reporting Agency	Crash Date	Crash Time	City	Crash Street	Intersecting Street	Crash Type	Vehicles	Non Motorists	Fatalities	Injuries	Alcohol Related	Distraction Related	Drug Related	Estimated Damages
83492558	1.61306E+11	Broward Co SO	6/7/2013	7:11 PM	Cooper City	SHERIDAN ST	HIATUS RD	Other	2	0	0	0	N	N	N	$300
84753745	1.61505E+11	Broward Co SO	5/25/2015	3:34 PM	Cooper City	SHERIDAN ST	HIATUS RD	Angle	2	0	0	1	N	N	N	$3,000
82467564	2013-025248	Pembroke Pines PD	3/28/2013	5:30 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	Y	N	$0
82468494	2013-042985	Pembroke Pines PD	5/26/2013	10:20 PM	Pembroke Pines	HIATUS RD	SHERIDAN ST	Sideswipe	2	0	0	0	N	N	N	$0
83490593	1.61304E+11	Broward Co SO	4/12/2013	6:42 PM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$2,000
84944924	2014-079098	Pembroke Pines PD	10/22/2014	9:53 PM	Pembroke Pines	N HIATUS RD	SHERIDAN STREET	Rear End	2	0	0	0	N	N	N	$0
84745388	1.61501E+11	Broward Co SO	1/19/2015	3:55 AM	Cooper City	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	Y	N	N	$4,000
84754811	1.61506E+11	Broward Co SO	6/12/2015	4:46 PM	Cooper City	SHERIDAN ST	HIATUS RD	Other	2	0	0	0	N	N	N	$3,000
81728041	PD15OFF0477	Pembroke Pines PD	7/19/2015	6:50 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	0	N	N	N	$5,000
84114807	2013-060576	Pembroke Pines PD	7/26/2013	2:51 PM	Pembroke Pines	SHERIDAN ST	HIATUS RD	Rear End	2	0	0	1	N	N	N	$5,000
84404536	1.61411E+11	Broward Co SO	11/10/2014	8:49 AM	Cooper City	STIRLING RD	HIATUS RD	Sideswipe	2	0	0	0	N	N	N	$11,000
84179280	1.61402E+11	Broward Co SO	2/19/2014	4:35 PM	Cooper City	STIRLING RD	HIATUS RD	Rear End	2	0	0	0	N	N	N	$4,000
84758606	1.61508E+11	Broward Co SO	8/17/2015	5:45 PM	Cooper City	HIATUS RD	STIRLING RD	Rear End	2	0	0	0	N	N	N	$4,500
84752603	1.61505E+11	Broward Co SO	5/7/2015	9:07 AM	Cooper City	STIRLING RD	HIATUS RD	Sideswipe	2	0	0	0	N	N	N	$2,000
84761280	1.61509E+11	Broward Co SO	9/30/2015	9:33 AM	Cooper City	HIATUS RD	STIRLING RD	Rear End	2	0	0	1	N	N	N	$2,100
83107712	1.61301E+11	Broward Co SO	1/23/2013	9:30 AM	Cooper City	HIATUS RD	STIRLING RD	Rear End	2	0	0	0	N	N	N	$1,500
84868179	HPL15OFF0272	FHP	5/1/2015	8:00 PM	Davie	WB STATE ROAD 84 / 150FT E OF HIATUS RD	HIATUS RD	Rear End	2	0	0	0	N	Y	N	$4,100
83890639	1.61312E+11	Broward Co SO	12/17/2013	7:25 AM	Cooper City	HIATUS RD	STIRLING RD	Rear End	2	0	0	0	N	Y	N	$600
83491720	1.61305E+11	Broward Co SO	5/18/2013	12:45 PM	Cooper City	STIRLING RD		Other	2	0	0	0	N	Y	N	$2,000
84760770	1.61509E+11	Broward Co SO	9/21/2015	2:35 PM	Cooper City	STIRLING RD		Other	2	0	0	0	N	N	N	$125

HSMV Report Number	Weather Condition	Light Condition	Street Number	Crash Type Detailed	Crash Type Dir	Crash Severity	Manner of Collision	First Harmful Event	First HE Location	First HE Relation to Jct	Type of Intersection	Type of Shoulder	Road Surf Cond
84273551	Clear	Daylight		Left Leaving	E	Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Unpaved	Dry
84179817	Clear	Daylight		Off Road	N	Property Damage Only	Other	Tree (standing)	Off Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
84178342	Clear	Daylight		Parked Vehicle	W	Property Damage Only	Rear to Side	Parked Motor Vehicle	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
84753263	Clear	Daylight		Head On	NS	Injury	Front to Front	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Wet
84759415	Clear	Daylight	4055	Right Angle	NW	Injury	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Driveway/Alley Access Related	Not at Intersection	Paved	Dry
83497888	Clear	Dark - Lighted		Single Vehicle	N	Injury	Other	Other Non-Collision	Median	Non-Junction	Not at Intersection	Paved	Wet
84758455	Clear	Dark - Lighted		Single Vehicle		Property Damage Only	Other	Ran into Water/Canal	Off Roadway	Non-Junction	Other	Paved	Dry
84179853	Clear	Dark - Lighted		Left Entering	W	Injury	Angle	Motor Vehicle in Transport	On Roadway	Driveway/Alley Access Related	Not at Intersection	Paved	Dry
83108454	Clear	Dark - Lighted		Right Angle	NE	Injury	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Unpaved	Dry
84401073	Clear	Daylight		Left Entering	N	Injury	Front to Front	Motor Vehicle in Transport	On Roadway	Intersection-Related	Four-Way Intersection	Unpaved	Dry
84396719	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
86257383	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	T-Intersection	Paved	Dry
83490624	Clear	Daylight		Right Angle	NE	Injury	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Unpaved	Dry
83108469	Clear	Daylight		Parked Vehicle		Property Damage Only	Other	Parked Motor Vehicle	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
83491206	Rain	Dark - Lighted		Same Direction Sideswipe	N	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Intersection-Related	Four-Way Intersection	Curb	Wet
84400011	Clear	Daylight		Right Angle	SW	Injury	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Curb	Dry
84749769	Clear	Daylight		Rear End	N	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection	T-Intersection	Paved	Dry
86257080	Clear	Dark - Lighted		Left Entering	E	Injury	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Unpaved	Dry
83490535	Clear	Dark - Lighted	4040	Single Vehicle	W	Property Damage Only	Rear to Side	Parked Motor Vehicle	On Roadway	Driveway/Alley Access Related	Not at Intersection	Paved	Dry
84275030	Clear	Dark - Lighted		Right Angle	NW	Injury	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Curb	Dry
83499078	Rain	Dark - Lighted		Right Angle	NE	Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Paved	Wet
84400798	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
81727484	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
84407316	Rain	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Wet

HSMV Report Number	Weather Condition	Light Condition	Street Number	Crash Type Detailed	Crash Type Dir	Crash Severity	Manner of Collision	First Harmful Event	First HE Location	First HE Relation to Jct	Type of Intersection	Type of Shoulder	Road Surf Cond
83108699	Clear	Daylight		Rear End	S	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Paved	Dry
84747099	Clear	Daylight	2645	Parked Vehicle	E	Property Damage Only	Rear to Rear	Parked Motor Vehicle	In Parking Lane or Zone	Non-Junction	Not at Intersection	Unpaved	Dry
84750615	Clear	Daylight	2621	Parked Vehicle	N	Property Damage Only	Other	Parked Motor Vehicle	In Parking Lane or Zone	Non-Junction	Not at Intersection	Paved	Dry
84666640	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Dry
83494341	Cloudy	Daylight	2581	Backed Into	N	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Curb	Dry
84762638	Clear	Daylight	2581	Backed Into		Property Damage Only	Rear to Side	Parked Motor Vehicle	In Parking Lane or Zone	Non-Junction	Not at Intersection	Curb	Dry
84403320	Clear	Daylight	2581	Backed Into	W	Property Damage Only	Rear to Side	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Curb	Dry
84746120	Clear	Dark - Lighted	2581	Parked Vehicle	N	Property Damage Only	Angle	Parked Motor Vehicle	In Parking Lane or Zone	Non-Junction	Not at Intersection	Curb	Dry
83107983	Cloudy	Daylight		Rear End	S	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Wet
86257120	Clear	Daylight		Off Road	N	Property Damage Only	Other	Tree (standing)	Shoulder	Non-Junction	Not at Intersection	Unpaved	Dry
85766148	Clear	Daylight		Left Rear	S	Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Curb	Dry
84666607	Clear	Daylight		Left Rear	S	Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection		Dry
83496459	Clear	Daylight		Rear End	S	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Curb	Dry
84402859	Clear	Daylight	2500	Unknown		Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Curb	Dry
84397699	Rain	Daylight		Right Angle	NW	Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Unpaved	Wet
82467811	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Wet
84945539	Clear	Daylight		Left Entering	N	Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Curb	Dry
84666703	Clear	Daylight		Rear End	N	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
81726535	Cloudy	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Wet
84763105	Rain	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Wet
82467623	Rain	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Wet
84405880	Cloudy	Daylight		Rear End	W	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Wet
84403331	Clear	Dark - Lighted		Off Road	W	Injury	Other	Tree (standing)	On Roadway	Driveway/Alley Access Related	Not at Intersection	Unpaved	Dry
83499821	Clear	Daylight		Left Leaving	S	Injury	Angle	Motor Vehicle in Transport	On Roadway	Driveway/Alley Access Related	Four-Way Intersection	Unpaved	Wet
84405076	Cloudy	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry

HSMV Report Number	Weather Condition	Light Condition	Street Number	Crash Type Detailed	Crash Type Dir	Crash Severity	Manner of Collision	First Harmful Event	First HE Location	First HE Relation to Jct	Type of Intersection	Type of Shoulder	Road Surf Cond
86257452	Clear	Dusk		Left Rear	E	Property Damage Only	Front to Front	Motor Vehicle in Transport	On Roadway	Non-Junction	T-Intersection	Paved	Dry
83497072	Clear	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Paved	Dry
84753495	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Four-Way Intersection	Unpaved	Dry
84403604	Clear	Dark - Lighted		Right/Left	W	Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Curb	Dry
84397248	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Paved	Dry
84395612	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Curb	Dry
84392705	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
84395476	Clear	Daylight		Rollover	E	Property Damage Only	Angle	Overturn/Rollover	On Roadway	Intersection-Related	Not at Intersection	Paved	Dry
84273743	Rain	Dusk		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Curb	Wet
84747404	Clear	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
86298471	Rain	Dark - Lighted		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Wet
86258097	Rain	Daylight		Rear End	S	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Wet
86257142	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection	Not at Intersection	Unpaved	Dry
84403089	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
84759728	Clear	Daylight	2581	Backed Into	S	Property Damage Only	Other	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Curb	Dry
82467094	Clear	Daylight		Left Entering	W	Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Paved	Dry
81725867	Clear	Daylight		Right Angle	SE	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Wet
84744547	Clear	Daylight		Same Direction Sideswipe	S	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Non-Junction	Four-Way Intersection	Unpaved	Dry
84404163	Clear	Dark - Lighted		Off Road	E	Property Damage Only	Other	Other Post, Pole or Support	On Roadway	Intersection-Related	Not at Intersection	Paved	Dry
84399577	Clear	Daylight		Rear End	W	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
84114482	Clear	Dark - Lighted		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Dry
84390142	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection		Dry
81727386	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
84400808	Clear	Dark - Lighted		Same Direction Sideswipe	W	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Paved	Dry

HSMV Report Number	Weather Condition	Light Condition	Street Number	Crash Type Detailed	Crash Type Dir	Crash Severity	Manner of Collision	First Harmful Event	First HE Location	First HE Relation to Jct	Type of Intersection	Type of Shoulder	Road Surf Cond
84406012	Rain	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Wet
84752351	Clear	Daylight		Rear End	W	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
83109118	Rain	Daylight		Rear End	W	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Wet
83890938	Clear	Dark - Lighted	11109	Parked Vehicle	E	Property Damage Only	Sideswipe, Opposite Direction	Parked Motor Vehicle	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
83890669	Clear	Dark - Lighted		Parked Vehicle	W	Property Damage Only	Angle	Parked Motor Vehicle	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
84406232	Clear	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Four-Way Intersection	Curb	Dry
85197859	Clear	Daylight		Same Direction Sideswipe	W	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Curb	Dry
84401371	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Unpaved	Dry
83108331	Cloudy	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Four-Way Intersection	Curb	Wet
83818630	Clear	Dark - Lighted		Off Road	W	Injury	Other	Concrete Traffic Barrier	Shoulder	Non-Junction	Not at Intersection	Paved	Dry
84748963	Cloudy	Dark - Lighted		Single Vehicle	S	Property Damage Only	Other	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Curb	Wet
84760615	Rain	Daylight		Head On	SE	Injury	Front to Front	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Paved	Wet
81727379	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
84666595	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Dry
84753418	Clear	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Driveway/Alley Access Related	Not at Intersection	Unpaved	Dry
84745216	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
84757508	Clear	Daylight		Rear End	S	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
86257526	Rain	Dark - Not Lighted	2711	Backed Into		Property Damage Only	Angle	Parked Motor Vehicle	In Parking Lane or Zone	Driveway/Alley Access Related	Not at Intersection	Curb	Wet
83499486	Clear	Daylight	2651	Backed Into	N	Property Damage Only	Rear to Rear	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Paved	Dry
84404621	Clear	Dark - Lighted		Off Road	W	Injury	Front to Front	Other Fixed Object	Off Roadway	Non-Junction	Four-Way Intersection	Paved	Dry
82466674	Clear	Dark - Lighted		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Four-Way Intersection	Paved	Dry
83491471	Clear	Daylight		Same Direction Sideswipe	W	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
86257151	Clear	Dark - Not Lighted		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
84115235	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Dry

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82468322	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Dry
84666217	Clear	Dark - Lighted		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Dry
81728886	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Curb	Dry
82467549	Clear	Daylight		Same Direction Sideswipe	E	Injury	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Paved	Dry
83109097	Cloudy	Daylight		Unknown		Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Wet
86257528	Rain	Dark - Not Lighted		Same Direction Sideswipe	W	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Wet
84761135	Clear	Dark - Not Lighted		Single Vehicle	E	Property Damage Only	Other	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Wet
83496429	Rain	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Wet
83108470	Clear	Daylight		Rear End	E	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
84758952	Cloudy	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
84758921	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Curb	Dry
83704062	Cloudy	Daylight		Right Angle	SW	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Paved	Dry
84752350	Clear	Daylight		Left Rear	S	Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Intersection-Related	Four-Way Intersection	Paved	Dry
84755731	Cloudy	Daylight		Rear End	W	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
84755927	Clear	Daylight		Left Entering	N	Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Curb	Dry
84763974	Clear	Dark - Lighted		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Curb	Dry
83491403	Clear	Daylight		Same Direction Sideswipe	E	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
84945727	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Dry
84389470	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Dry
84667286	Rain	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Wet
83500437	Clear	Daylight		Rear End	W	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
84750284	Clear	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
81727181	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Dry

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84401163	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
84666294	Clear	Dark - Lighted		Rear End	E	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
83491391	Clear	Daylight	2581	Backed Into	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Curb	Dry
84398168	Clear	Daylight	2581	Backed Into	N	Property Damage Only	Rear to Side	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Paved	Dry
84396783	Clear	Daylight		Rear End	S	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
85765579	Cloudy	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Four-Way Intersection	Paved	Dry
86298061	Clear	Daylight		Parked Vehicle	E	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
86258161	Clear	Daylight		Rear End	S	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
83497260	Clear	Daylight	2501	Backed Into	N	Property Damage Only	Rear to Side	Motor Vehicle in Transport	In Parking Lane or Zone	Driveway/Alley Access Related	Not at Intersection	Curb	Dry
84396305	Rain	Daylight		Right Angle	NE	Injury	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Paved	Wet
86259271	Clear	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Curb	Dry
84399998	Clear	Daylight		Rear End	W	Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
84667358	Clear	Dawn		Rear End	N	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Curb	Dry
83109337	Clear	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Paved	Dry
84396495	Clear	Dark - Lighted		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Curb	Wet
83698775	Cloudy	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Entrance/Exit Ramp	Not at Intersection	Paved	Dry
84749379	Cloudy	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Wet
83492108	Cloudy	Daylight		Rear End	S	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
84404153	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
83107708	Clear	Dark - Not Lighted		Off Road	W	Property Damage Only	Other	Curb	Median	Intersection-Related	Not at Intersection	Curb	Dry
84395395	Clear	Daylight		Rear End	W	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
84407104	Clear	Dark - Lighted		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
83107853	Clear	Daylight	11105	Backed Into	S	Property Damage Only	Rear to Side	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Paved	Dry
84667265	Cloudy	Daylight		Rear End	E	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Wet
84943747	Cloudy	Daylight		Rear End	W	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Wet

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84389749	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Wet
84754304	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
84750790	Clear	Daylight		Same Direction Sideswipe	N	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Non-Junction	Four-Way Intersection	Curb	Dry
84761713	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
81726259	Cloudy	Daylight		Rear End	E	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
84751678	Cloudy	Daylight	2621	Parked Vehicle		Property Damage Only	Angle	Parked Motor Vehicle	On Roadway	Non-Junction	Not at Intersection	Curb	Dry
84405383	Clear	Daylight	2595	Parked Vehicle	W	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Curb	Dry
84751407	Clear	Daylight	2581	Backed Into	S	Property Damage Only	Rear to Side	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Paved	Dry
84400384	Clear	Daylight	2581	Backed Into	S	Property Damage Only	Rear to Rear	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Curb	Dry
83498005	Clear	Daylight		Backed Into	S	Property Damage Only	Rear to Rear	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Paved	Dry
84944960	Clear	Daylight		Right Angle	EW	Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection		Dry
83107784	Clear	Daylight		Rear End	S	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Paved	Dry
83496011	Clear	Daylight		Rear End	S	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Curb	Dry
83491484	Clear	Dark - Lighted		Left Entering	E	Injury	Front to Front	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Unpaved	Dry
84405755	Cloudy	Daylight		Right/Through	S	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Intersection-Related	Four-Way Intersection	Curb	Wet
84758055	Cloudy	Daylight		Backed Into	N	Property Damage Only	Angle	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Curb	Wet
82467892	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Dry
82468067	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Dry
83495314	Rain	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Wet
84946176	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Dry
84666702	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Dry
81728020	Clear	Daylight		Rear End	N	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
81727767	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Curb	Dry
83109129	Rain	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Wet

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84405235	Rain	Dark - Not Lighted		Unknown		Injury	Angle	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Wet
83497067	Clear	Daylight		Left Entering	E	Injury	Angle	Motor Vehicle in Transport	On Roadway	Driveway/Alley Access Related	T-Intersection	Unpaved	Dry
84274592	Clear	Daylight		Off Road	N	Property Damage Only	Other	Other Post, Pole or Support	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
84748480	Clear	Daylight		Bicycle	W	Property Damage Only	Other	Pedalcycle	On Roadway	Intersection-Related	Four-Way Intersection	Curb	Dry
84763553	Clear	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
83107792	Clear	Daylight		Left Entering	W	Injury	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Unpaved	Dry
84747725	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Paved	Dry
83499904	Clear	Dark - Lighted		Right/Through	N	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Paved	Dry
83496499	Clear	Daylight		Same Direction Sideswipe	E	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
83890780	Clear	Daylight	11105	Parked Vehicle	W	Property Damage Only	Rear to Side	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Curb	Dry
84404788	Clear	Daylight		Rear End	W	Injury	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
84274787	Clear	Daylight		Other	S	Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Driveway/Alley Access Related	Not at Intersection	Unpaved	Dry
84666852	Clear	Daylight		Rear End	E	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
83492045	Clear	Daylight	2603	Off Road	W	Property Damage Only	Other	Tree (standing)	In Parking Lane or Zone	Non-Junction	Not at Intersection	Curb	Dry
83492749	Clear	Daylight	2575	Backed Into	S	Property Damage Only	Rear to Rear	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Paved	Dry
83495548	Clear	Daylight		Rear End	W	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
83890932	Clear	Dark - Lighted		Rear End	S	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Curb	Dry
84115775	Clear	Dark - Lighted		Same Direction Sideswipe	E	Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Dry
84397842	Clear	Daylight		Rear End	S	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Paved	Dry
84389940	Clear	Dark - Lighted		Parked Vehicle	E	Property Damage Only	Front to Front	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
84762463	Cloudy	Daylight		Rear End	S	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
83496436	Rain	Daylight		Left Entering	E	Injury	Front to Front	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Curb	Wet
84394593	Clear	Daylight	2500	Backed Into	W	Property Damage Only	Rear to Side	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Curb	Dry
84179083	Clear	Dark - Lighted		Left Entering	E	Injury	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Unpaved	Dry

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85766041	Clear	Dark - Lighted		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
83494605	Cloudy	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
83109127	Rain	Daylight		Rear End	W	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Wet
84178405	Clear	Daylight	11173	'arked Vehicl	N	Property Damage Only	Rear to Side	Parked Motor Vehicle	Off Roadway	Non-Junction	Not at Intersection	Paved	Dry
84050201	Clear	Dark - Lighted		Left Entering	S	Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Driveway/Alley Access Related	T-Intersection	Unpaved	Dry
85764789	Clear	Daylight		Same Direction Sideswipe	E	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
84051732	Clear	Daylight		Backed Into	E	Property Damage Only	Other	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
83890954	Clear	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
86258031	Cloudy	Dark - Lighted		Left Entering	N	Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Non-Junction	Four-Way Intersection	Paved	Dry
84760113	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
84752774	Clear	Daylight	11105	Backed Into	E	Property Damage Only	Rear to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Curb	Dry
83109028	Clear	Dark - Lighted		Left Entering	E	Injury	Front to Front	Motor Vehicle in Transport	On Roadway	Driveway/Alley Access Related	T-Intersection	Unpaved	Dry
84755315	Clear	Daylight		Left Entering	N	Property Damage Only	Sideswipe, Opposite Direction	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
84753061	Clear	Daylight		Backed Into	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Driveway/Alley Access Related	Not at Intersection	Unpaved	Dry
84756555	Clear	Daylight		Right Angle	SE	Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Curb	Dry
84759360	Rain	Daylight	2635	Backed Into	S	Property Damage Only	Angle	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Curb	Wet
83491525	Cloudy	Daylight	2581	Backed Into	S	Property Damage Only	Angle	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Curb	Dry
84393248	Clear	Daylight	2581	Backed Into	N	Property Damage Only	Rear to Side	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Curb	Dry
84398334			2581	Unknown		Property Damage Only							
84764127	Clear	Daylight	2573	Backed Into	S	Property Damage Only	Rear to Rear	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Paved	Dry
84945052	Clear	Dark - Lighted		Rear End	E	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
84667343	Clear	Daylight		Left Entering	W	Property Damage Only	Front to Front	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Paved	Dry
86297373	Rain	Daylight		Same Direction Sideswipe	E	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Wet
83109289	Clear	Dark - Lighted		Off Road	W	Property Damage Only	Other	Other Traffic Barrier	On Roadway	Intersection-Related	Four-Way Intersection	Paved	Dry

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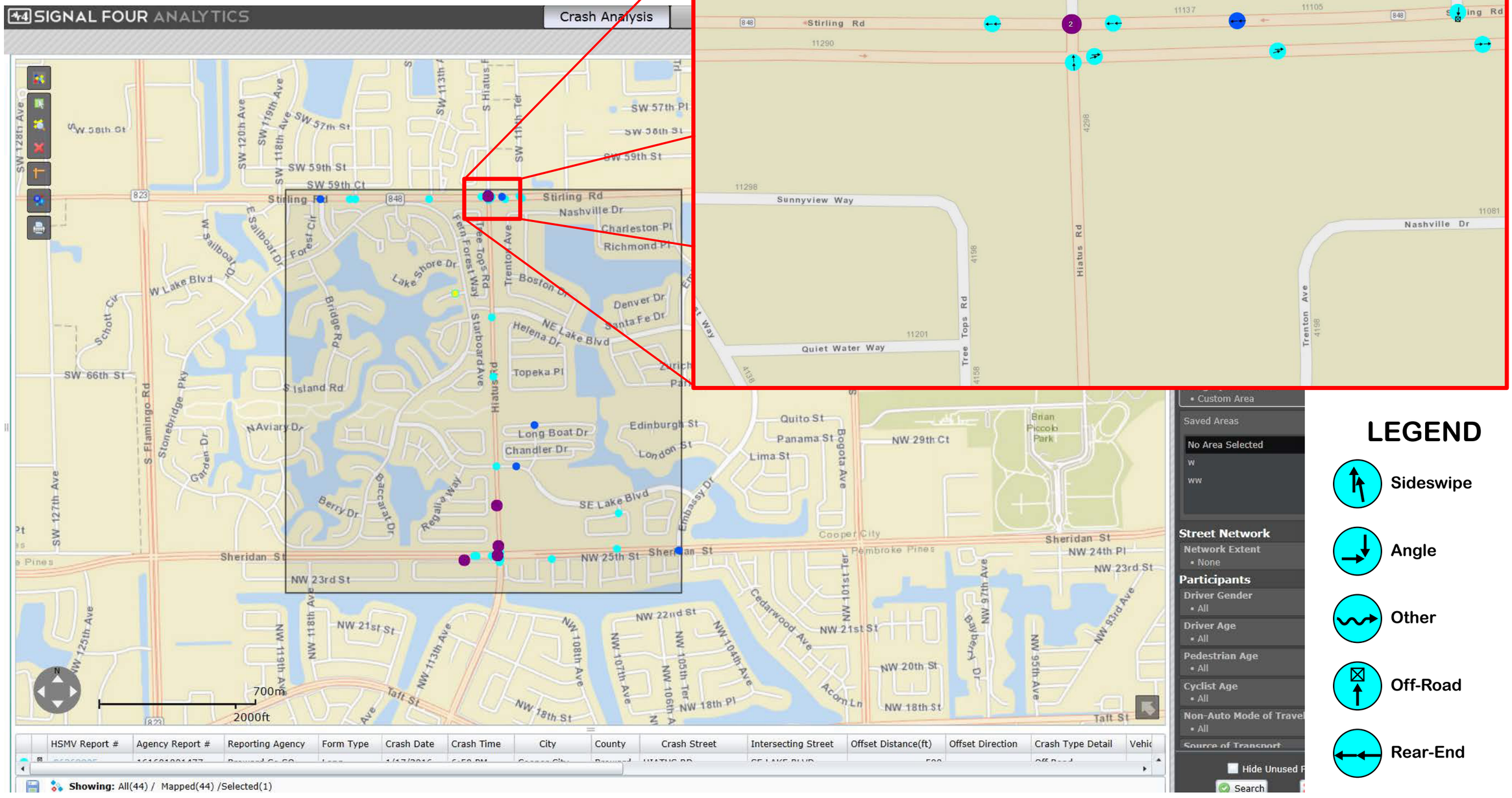
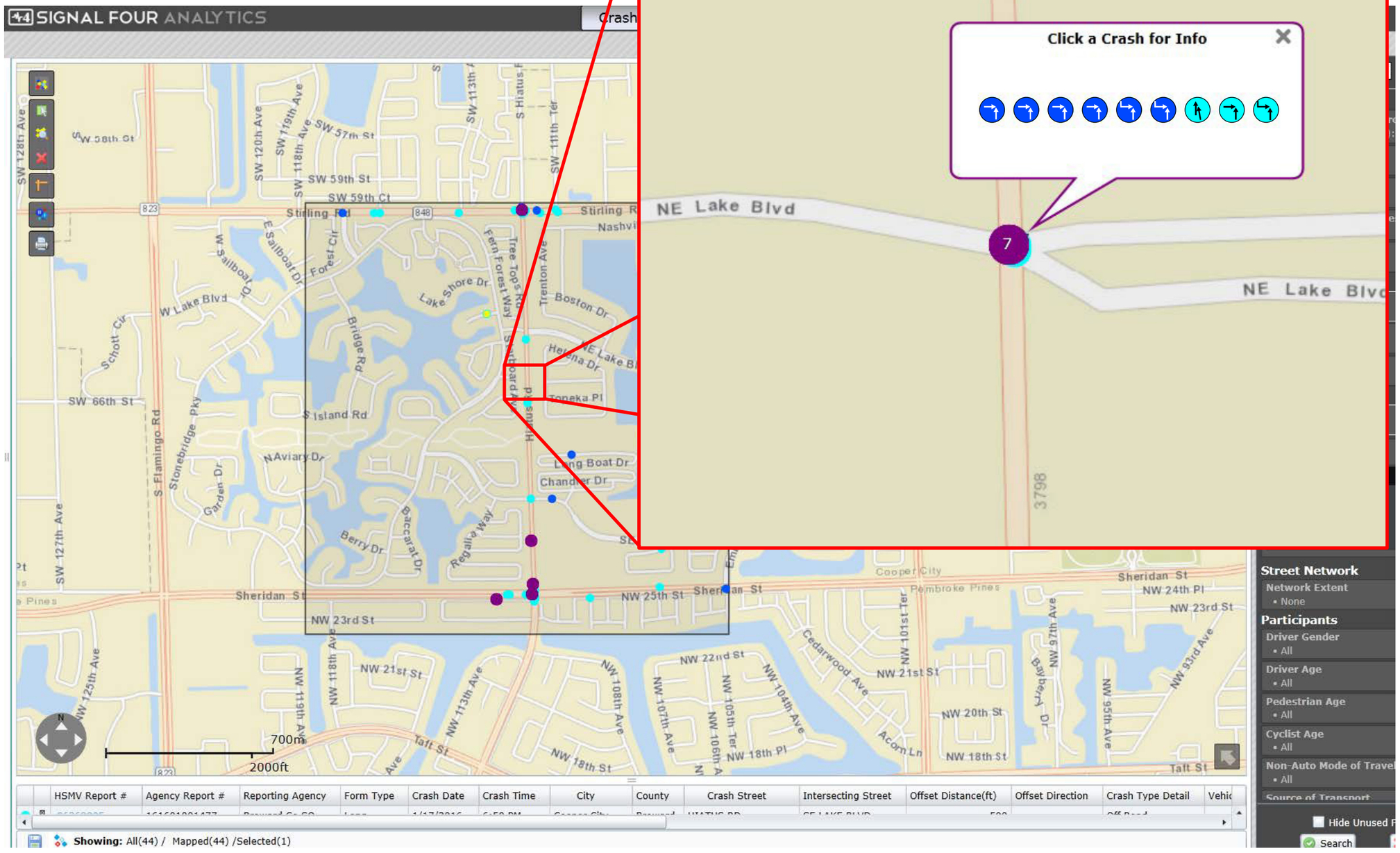
84763024	Clear	Daylight		Rear End	S	Property Damage Only	Front to Rear	Motor Vehicle in Transport	In Parking Lane or Zone	Driveway/Alley Access Related	Not at Intersection	Unpaved	Dry
84763265	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Four-Way Intersection	Unpaved	Dry
84752523	Clear	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Curb	Dry
82467812	Rain	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Wet
84945920	Clear	Daylight		Rear End	E	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
82467840	Cloudy	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection		Dry
84051675	Clear	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
84050804	Rain	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Wet
84757972	Clear	Daylight		Same Direction Sideswipe	W	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Non-Junction	T-Intersection	Unpaved	Dry
83108025	Cloudy	Daylight		Rear End	W	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Wet
83496547	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
83108623	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
84179501	Clear	Daylight		Same Direction Sideswipe	E	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
84754588	Clear	Daylight		Same Direction Sideswipe	W	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
84389555	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Dry
83497353	Clear	Dark - Lighted		Same Direction Sideswipe	S	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
84945914	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Dry
84401167	Clear	Daylight	2671	Parked Vehicle	S	Property Damage Only	Angle	Parked Motor Vehicle	In Parking Lane or Zone	Non-Junction	Not at Intersection	Paved	Dry
83497870	Clear	Daylight	2643	Parked Vehicle	S	Property Damage Only	Front to Rear	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Paved	Dry
84750042	Clear	Daylight	2595	Backed Into	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	In Parking Lane or Zone	Non-Junction	Not at Intersection	Paved	Dry
84402835	Clear	Dark - Lighted		Off Road	N	Injury	Other	Tree (standing)	Shoulder	Non-Junction	Not at Intersection	Paved	Dry
84945218	Rain	Daylight		Left Rear	W	Injury	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Paved	Wet
84403640	Cloudy	Daylight		Rear End	S	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Wet

HSMV Report Number	Weather Condition	Light Condition	Street Number	Crash Type Detailed	Crash Type Dir	Crash Severity	Manner of Collision	First Harmful Event	First HE Location	First HE Relation to Jct	Type of Intersection	Type of Shoulder	Road Surf Cond
83492558	Rain	Daylight		Backed Into	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Four-Way Intersection	Paved	Wet
84753745	Cloudy	Daylight		Right Angle	SW	Injury	Angle	Motor Vehicle in Transport	On Roadway	Intersection	Four-Way Intersection	Curb	Dry
82467564	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Dry
82468494	Clear	Dark - Lighted		Same Direction Sideswipe	S	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection		Dry
83490593	Clear	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Four-Way Intersection	Curb	Dry
84944924	Rain	Dark - Lighted		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Four-Way Intersection		Wet
84745388	Clear	Dark - Lighted		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Curb	Dry
84754811	Clear	Daylight		Other	W	Property Damage Only	Angle	Motor Vehicle in Transport	On Roadway	Non-Junction	Other	Curb	Dry
81728041	Clear	Daylight		Rear End	E	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
84114807	Clear	Daylight		Rear End	E	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
84404536	Cloudy	Daylight		Same Direction Sideswipe	E	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Wet
84179280	Clear	Daylight		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
84758606	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Curb	Dry
84752603	Clear	Daylight		Same Direction Sideswipe	E	Property Damage Only	Sideswipe, Same Direction	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Unpaved	Dry
84761280	Clear	Daylight		Rear End	N	Injury	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Paved	Dry
83107712	Cloudy	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Not at Intersection	Unpaved	Dry
84868179	Clear	Dark - Lighted		Rear End	W	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Non-Junction	Not at Intersection	Paved	Dry
83890639	Clear	Daylight		Rear End	N	Property Damage Only	Front to Rear	Motor Vehicle in Transport	On Roadway	Intersection-Related	Four-Way Intersection	Curb	Dry
83491720	Clear	Daylight	11105	Parked Vehicle	E	Property Damage Only	Sideswipe, Same Direction	Parked Motor Vehicle	In Parking Lane or Zone	Non-Junction	Other	Unpaved	Dry
84760770	Clear	Daylight	11105	Backed Into		Property Damage Only	Front to Rear	Motor Vehicle in Transport	Unknown	Unknown	Not at Intersection	Unpaved	Dry

CRASH ANALYSIS FOR STIRLING RD AND HIATUS RD



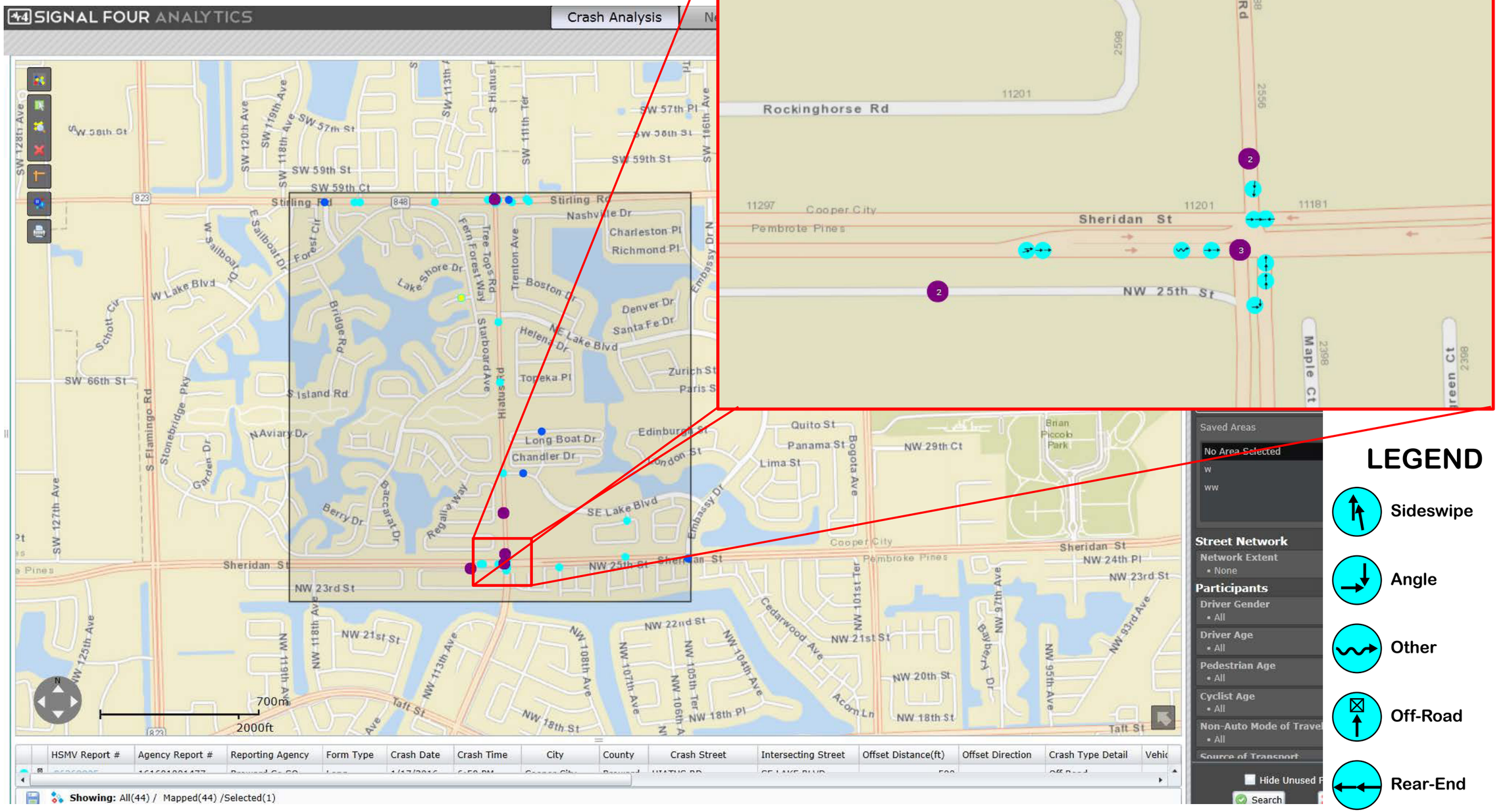
CRASH ANALYSIS FOR HIATUS RD AND NE LAKE BLVD



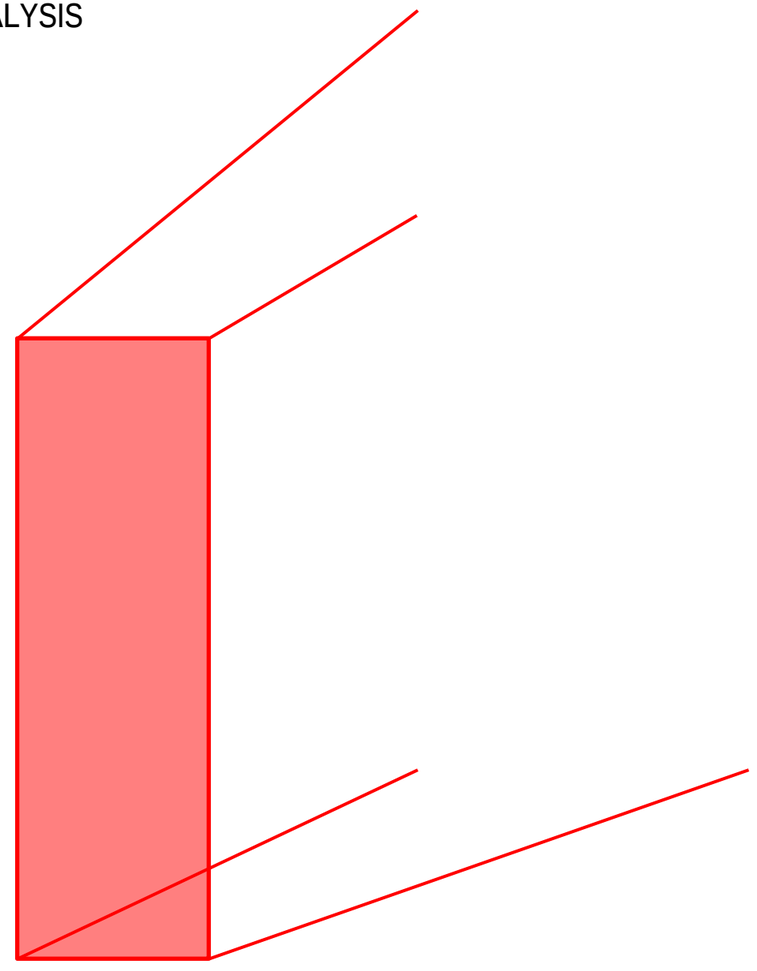
LEGEND

- Sideswipe
- Angle
- Other
- Off-Road
- Rear-End

CRASH ANALYSIS FOR HIATUS RD AND SHERIDAN ST



CRASH TYPE VERSUS CRASH SEVERITY ANALYSIS



APPENDIX C
Intersection Capacity Analysis

Intersection	
Int Delay, s/veh	4.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Traffic Vol, veh/h	52	3	71	57	3	41	30	605	77	13	301	37
Future Vol, veh/h	52	3	71	57	3	41	30	605	77	13	301	37
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	100	-	-	-	-	0	300	-	670	281	-	245
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	57	3	77	62	3	45	33	658	84	14	327	40

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1079	1078	327	1119	1078	658	327	0	0	658	0	0
Stage 1	355	355	-	723	723	-	-	-	-	-	-	-
Stage 2	724	723	-	396	355	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	196	219	714	184	219	464	1233	-	-	930	-	-
Stage 1	662	630	-	417	431	-	-	-	-	-	-	-
Stage 2	417	431	-	629	630	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	170	210	714	157	210	464	1233	-	-	930	-	-
Mov Cap-2 Maneuver	170	210	-	157	210	-	-	-	-	-	-	-
Stage 1	644	621	-	406	419	-	-	-	-	-	-	-
Stage 2	364	419	-	550	621	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	21.7	30.8	0.3	0.3
HCM LOS	C	D		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	1233	-	-	170	651	159	464	930	-	-
HCM Lane V/C Ratio	0.026	-	-	0.332	0.124	0.41	0.096	0.015	-	-
HCM Control Delay (s)	8	-	-	36.4	11.3	42.5	13.6	8.9	-	-
HCM Lane LOS	A	-	-	E	B	E	B	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	1.4	0.4	1.8	0.3	0	-	-

Intersection	
Int Delay, s/veh	4.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Traffic Vol, veh/h	19	6	36	45	6	39	70	410	87	44	448	75
Future Vol, veh/h	19	6	36	45	6	39	70	410	87	44	448	75
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	100	-	-	-	-	0	300	-	670	281	-	245
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	21	7	39	49	7	42	76	446	95	48	487	82

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1184	1181	487	1203	1181	446	487	0	0	446	0	0
Stage 1	583	583	-	598	598	-	-	-	-	-	-	-
Stage 2	601	598	-	605	583	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	166	190	581	161	190	612	1076	-	-	1114	-	-
Stage 1	498	499	-	489	491	-	-	-	-	-	-	-
Stage 2	487	491	-	485	499	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	137	169	581	133	169	612	1076	-	-	1114	-	-
Mov Cap-2 Maneuver	137	169	-	133	169	-	-	-	-	-	-	-
Stage 1	463	477	-	454	456	-	-	-	-	-	-	-
Stage 2	415	456	-	427	477	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	21	32.4	1.1	0.7
HCM LOS	C	D		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	1076	-	-	137	431	136	612	1114	-	-
HCM Lane V/C Ratio	0.071	-	-	0.151	0.106	0.408	0.069	0.043	-	-
HCM Control Delay (s)	8.6	-	-	35.9	14.3	48.6	11.3	8.4	-	-
HCM Lane LOS	A	-	-	E	B	E	B	A	-	-
HCM 95th %tile Q(veh)	0.2	-	-	0.5	0.4	1.8	0.2	0.1	-	-

APPENDIX D
MUTCD Traffic Signal Warrant Analysis

Form 750-020-01
TRAFFIC ENGINEERING
10/15

State of Florida Department of Transportation

TRAFFIC SIGNAL WARRANT SUMMARY

City:	**Cooper City**	Engineer:	**Eric Czerniejewski**
County:	**86 – Broward**	Date:	**May 9, 2016**
District:	**Four**		

Major Street:	**Hiatus Road**	Lanes:	**2**	Major Approach Speed:	**40**
Minor Street:	**NE Lake Boulevard**	Lanes:	**1**	Minor Approach Speed:	**25**

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph (70 km/h)? ☐ Yes ☑ No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? ☐ Yes ☑ No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes" ☐ 70% ☑ 100%

WARRANT 1 - EIGHT-HOUR VEHICULAR VOLUME

Warrant 1 is satisfied if Condition A or Condition B is "100%" satisfied for eight hours. ☐ Yes ☑ No

Warrant 1 is also satisfied if both Condition A and Condition B are "80%" satisfied (should only be applied after an adequate trial of other alternatives that could cause less delay and inconvenience to traffic has failed to solve the traffic problems). ☐ Yes ☑ No

Condition A - Minimum Vehicular Volume

Condition A is intended for application at locations where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal.

100% Satisfied: ☐ Yes ☑ No
80% Satisfied: ☐ Yes ☑ No
70% Satisfied: ☐ Yes ☑ No

Number of Lanes for moving traffic on each approach		Vehicles per hour on major-street (total of both approaches)			Vehicles per hour on minor-street (one direction only)		
Major	**Minor**	**100%[a]**	**80%[b]**	**70%[c]**	**100%[a]**	**80%[b]**	**70%[c]**
1	1	500	400	350	150	120	105
2 or more	1	600	480	420	150	120	105
2 or more	2 or more	600	480	420	200	160	140
1	2 or more	500	400	350	200	160	140

[a] Basic Minimum hourly volume
[b] Used for combination of Conditions A and B after adequate trial of other remedial measures
[c] May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Record 8 highest hours and the corresponding major-street and minor-street volumes in the Instructions Sheet.

Street	Eight Highest Hours							
	7:00-8:00	**8:00-9:00**	**9:00-10:00**	**3:00-4:00**	**4:00-5:00**	**5:00-6:00**	**6:00-7:00**	**7:00-8:00**
Major	951	830	580	1,011	1,016	1,136	1,041	787
Minor	126	105	85	70	90	91	74	76

Existing Volumes

Form 750-020-01
TRAFFIC ENGINEERING
10/15

State of Florida Department of Transportation

TRAFFIC SIGNAL WARRANT SUMMARY

Condition B - Interruption of Continuous Traffic

Condition B is intended for application where Condition A is not satisfied and the traffic volume on a major street is so heavy that traffic on the minor intersecting street suffers excessive delay or conflict in entering or crossing the major street.

Applicable:	☑ Yes	☐ No
100% Satisfied:	☐ Yes	☑ No
80% Satisfied:	☐ Yes	☑ No
70% Satisfied:	☐ Yes	☑ No

Number of Lanes for moving traffic on each approach		Vehicles per hour on major-street (total of both approaches)			Vehicles per hour on minor-street (one direction only)		
Major	**Minor**	**100%[a]**	**80%[b]**	**70%[c]**	**100%[a]**	**80%[b]**	**70%[c]**
1	1	750	600	525	75	60	53
2 or more	1	900	720	630	75	60	53
2 or more	2 or more	900	720	630	100	80	70
1	2 or more	750	600	525	100	80	70

[a] Basic Minimum hourly volume

[b] Used for combination of Conditions A and B after adequate trial of other remedial measures

[c] May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Record 8 highest hours and the corresponding major-street and minor-street volumes in the Instructions Sheet.

Eight Highest Hours								
Street	**7:00-8:00**	**8:00-9:00**	**9:00-10:00**	**3:00-4:00**	**4:00-5:00**	**5:00-6:00**	**6:00-7:00**	**7:00-8:00**
Major	951	830	580	1,011	1,016	1,136	1,041	787
Minor	126	105	85	70	90	91	74	76

Existing Volumes

RESOLUTION NO. 24-07

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE STATE-FUNDED GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION TO PROVIDE FOR THE DESIGN AND CONSTRUCTION OF HIATUS ROAD TRAFFIC SAFETY IMPROVEMENTS, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Cooper City, Florida deems it to be in the best interests of the citizens and residents of the City to approve the state-funded grant agreement with the State of Florida Department of Transportation for the design and construction of Hiatus Road traffic safety improvements, attached hereto as Exhibit "A."

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

Section 1. The foregoing "WHEREAS" clause is hereby ratified and confirmed as being true and correct and is hereby made a specific part of this Resolution. All exhibits attached hereto are incorporated herein and made a part hereof.

Section 2. The City Commission of the City of Cooper City, Florida hereby approves the state-funded grant agreement with the State of Florida Department of Transportation for the design and construction of Hiatus Road traffic safety improvements, attached hereto as Exhibit "A."

Section 3. The City Manager, or City Manager's designee, is hereby authorized and directed to take any and all action necessary to effectuate the intent of this resolution.

Section 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2024.

_____
GREG ROSS
Mayor

ATTEST:

_____
TEDRA ALLEN
City Clerk

APPROVED AS TO LEGAL FORM:

_____
OFFICE OF THE CITY ATTORNEY

ROLL CALL

Mayor Ross	_____
Commissioner Green	_____
Commissioner Shrouder	_____
Commissioner Katzman	_____
Commissioner Mallozzi	_____

CITY COMMISSION
ORDINANCE/RESOLUTION

TITLE: **Resolution 24-08 (Commission)**

DATE: April 9, 2024

DESCRIPTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, RENAMING FLAMINGO PARK IN COOPER CITY AS "MICHAEL D. RIORDAN 'CITY MIKE' PARK" IN ACCORDANCE WITH SECTION 2-8 OF THE CITY'S CODE OF ORDINANCES; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

CITY MANAGER RECOMMENDATION:
The City Manager requests approval of Resolution 24-08 renaming Flamingo Park as "Michael D. Riordan 'City Mike' Park".

BACKGROUND OF ITEM:
Michael D. Riordan was a resident of Cooper City for 44 years and served as a City employee of Cooper City for over 23 years in the Parks and Recreation Department as a Sports Complex Attendant and then in the Public Works Department as an attendant until his retirement in September of 2021.

Mr. Riordan loved golf and all sports, sharing this love of sports with the community by volunteering countless hours at City fundraisers and with the Optimist Club of Cooper City of which he was a lifetime member.

Mr. Riordan was nicknamed "City Mike" by his Cooper City Optimist Club friends because of his constant attendance at City parks and his love for Cooper City. His involvement and love of sports within Cooper City garnered him numerous friendships and the name of "Grand Dad" to thousands of children playing on the city's fields.

Mr. Riordan passed on January 11, 2024, resulting in Cooper City losing an amazing friend, community leader, and person.

ANALYSIS:
The City Commission, in recognition of Mr. Riordan's significant contributions to the City, seeks to rename Flamingo Park as "Michael D. Riordan 'City Mike' Park." The City Commission finds that approving and adopting Resolution 24-08 is in the best interest of the City's citizens and residents.

STRATEGIC PLAN:
N/A

FISCAL IMPACT:
N/A

ALTERNATIVES:
N/A

ATTACHMENTS:
1. Resolution 24-08

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward...	03/27/24 05:01 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward t...	03/29/24 09:55 AM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward t...	03/29/24 03:35 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End ...	04/01/24 11:41 AM
Allen, Tedra	END WORKFLOW - APPROVED		04/01/24 12:40 PM

RESOLUTION NO. 24-08

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, RENAMING FLAMINGO PARK IN COOPER CITY AS "MICHAEL D. RIORDAN 'CITY MIKE' PARK" IN ACCORDANCE WITH SECTION 2-8 OF THE CITY'S CODE OF ORDINANCES; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Michael D. Riordan was born on August 13, 1938 in Staten Island, New York; and

WHEREAS, Mr. Riordan served in the Army as an Officer and was stationed in Italy for 3 years where he learned Italian, and after completing his service, moved to Puerto Rico where he learned Spanish before moving to Cooper City in 1972; and

WHEREAS, Mr. Riordan was a resident of Cooper City for 44 years; and

WHEREAS, Mr. Riordan served as a City employee of Cooper City for over 23 years in the Parks and Recreation Department as a Sports Complex Attendant and then in the Public Works Department as an Attendant untl his retirement in September 2021; and

WHEREAS, Mr. Riordan loved golf and all sports, sharing his love of sports with the community by volunteering countless hours at City fundraisers and with the Optimist Club of Cooper City of which he was a lifetime member; and

WHEREAS, Mr. Riordan's love of sports was passed on to his children who played several sports within the Optimist Club of Cooper City; and

WHEREAS, Mr. Riordan was nicknamed "City Mike" by his Cooper City

Optimist Club friends in light of his constant attendance at City parks and his love for Cooper City; and

WHEREAS, Mr. Riordan's involvement and love of sports within Cooper City garnered him numerous friendships and the name of "Grand-Dad" to 1000's of children playing on the park fields of Cooper City, and

WHEREAS, Mr. Riordan played the City's Optimist Golf Tournament every year since its inception in 1999; and

WHEREAS, Mr. Riordan was known for his kindness, cheerfulness, and always lending a helping hand for others on the park fields of Cooper City; and

WHEREAS, Mr. Riordan passed on January 11, 2024, resulting in Cooper City losing an amazing friend, community leader, and person; and

WHEREAS, the City Commission, in recognition of Mr. Riordan's significant contributions to the City, seeks to rename Flamingo Park as "Michael D. Riordan ' City Mike' Park;" and

WHEREAS, the City Commission finds that renaming Flamingo Park as "Michael D. Riordan 'City Mike' Park" is in the best interests of the citizens and residents of the City.

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

Section 1: Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed. All exhibits attached hereto and incorporated herein are made a part hereof.

Section 2: That the park generally known as Flamingo Park in Cooper City is hereby renamed as "Michael D. Riordan 'City Mike' Park," in accordance with Section 2-8-of the City's Code of Ordinances.

Section 3. That the appropriate City officials are authorized and directed to take any and all action necessary to effectuate the intent of this resolution.

Section 4. Conflicts. All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

Section 5. Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

Section 6. Effective Date. This Resolution shall become effective upon its passage and adoption by the City Commission.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED THIS _____ DAY OF _____, A.D., 2024.

_____
GREG ROSS
Mayor

ATTEST:

_____
TEDRA ALLEN, MMC
City Clerk

ROLL CALL

Mayor Ross	_____
Commissioner Green	_____
Commissioner Shrouder	_____
Commissioner Katzman	_____
Commissioner Mallozzi	_____

APPROVED AS TO LEGAL FORM:

_____
JACOB G. HOROWITZ
City Attorney

CITY COMMISSION
ORDINANCE/RESOLUTION

TITLE: **Resolution 24-09 - (Utilities)**

DATE: **April 9, 2024**

DESCRIPTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, AMENDING SCHEDULE (D) OF ORDINANCE NO. 85-10-1, AS AMENDED, RELATING TO BACKFLOW PREVENTER TESTING CHARGES WITHIN THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABLITY; AND PROVIDING FOR AN EFFECTIVE DATE.

CITY MANAGER RECOMMENDATION:
The City Manager recommends adoption of the attached Resolution, authorizing and approving a transition from a flat rate system for the Backflow Preventer testing fee, to one that is subject to fees provided by the service provider. This transition aims to establish a more flexible and fair fee structure that aligns with current market standards.

BACKGROUND OF ITEM:
On October 24, 2023, the city commission passed and adopted Resolution 23-23, which amended Schedule (A), Schedule (B), and Schedule (D) of Ordinance No. 85-10-1. These amendments pertained to monthly water rates, monthly wastewater rates, and water and wastewater miscellaneous charges within the city.

ANALYSIS:
The current contracted rate with the service provider is $70.00. The city was previously charging $55.00 for Backflow Preventer Testing Fee.

FISCAL IMPACT:

General Ledger Acct. Number	Budgeted Amount	Requested Amount	Remaining Amount
N/A			

ATTACHMENTS:

1. Resolution 24-09
2. Schedule D with proposed rate change
3. Resolution 23-23

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward...	03/28/24 12:47 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward t...	03/28/24 12:49 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward t...	03/28/24 03:17 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End ...	04/01/24 05:05 PM
Allen, Tedra	END WORKFLOW - APPROVED		04/02/24 10:08 AM

RESOLUTION NO. 24-09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, AMENDING SCHEDULE (D) OF ORDINANCE NO. 85-10-1, AS AMENDED, RELATING TO BACKFLOW PREVENTER TESTING CHARGES WITHIN THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABLITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Commission adopted initial rate schedules for the Water and Sewer Utility System via Ordinance No. 84-4-1, said ordinance having been codified as Chapter 19 of the Municipal Code of Ordinances; and,

WHEREAS, Utility regulations and rate schedules were further amended via Ordinance No. 85-10-1; and

WHEREAS, pursuant to provisions of Section 19-103 of the Municipal Code of Ordinances amendments to the water and sewer utility system rate schedules shall be adopted by Resolution of the City Commission; and

WHEREAS, the amended rates, as set forth in this Resolution, provide for a transition from a flat rate system for the Backflow Preventer testing fee, to one that is subject to fees provided by the service provider for Schedule D; and

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

Section 1: Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed. All exhibits attached hereto are expressly incorporated herein.

Section 2: That the rate schedules for the City of Cooper City Water and Sewer Utility System, described as Schedule D, "Water and Waste Water Miscellaneous Charges" as shown in Exhibit A, attached hereto and made a part hereof by this reference.

Section 3: **Conflicts**. All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

Section 4: **Severability**. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

Section 5: **Effective Date**. This Resolution shall become effective upon its passage and adoption by the City Commission.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED this ___ date of _____ 2024.

_____
GREG ROSS
Mayor

ATTEST:

_____
Tedra Allen
City Clerk

APPROVED AS TO LEGAL FORM:

BY: _____
CITY ATTORNEY

ROLL CALL

Mayor Ross _____
Commissioner Green _____
Commissioner Shrouder _____
Commissioner Katzman _____
Commissioner Mallozzi _____

COOPER CITY UTILITIES
SCHEDULE D
WATER AND WASTEWATER MISCELLANEOUS CHARGES CONTINUED
EFFECTIVE 10/1/23

Acount Initiation Fee - One-time only fee at time of new account creation		$25.00
Water Turn-on-During regular hours for new customers or re-establishment of service at customer's request or for non-payment		$25.00
Water Turn-off -During regular hours for nonpayment, at request of customer or for customer closing account		$25.00
Water Turn-on-During other than regular hours. Unless changed due to operational needs, regular hours are established between 7:30 AM to 4:00 PM, Monday through Friday, except holidays. Failure to submit proper proof of payment or deposit into City's account shall result in additional charges and penalties to recover all costs of providing services.		$150.00
Backflow Preventer Testing Fee:		~~$55.00~~ Service Provider Contractual Fee
Returned Check		Per Florida Statute
Late Fee		The lesser of $20.00 or 6% of past due balance, applied monthly
Adjustment of Meter Box at Customer's Request	5/8" Meter	$50.00
	All others	Per the Utility Director
Meter Test at Customer's Request - if meter reads high, no charge; if meter reads correctly or below, there will be a charge as follows:		
	5/8" meter	$50.00

1" meter	$60.00
1-1/2" meter	$100.00
2" meter	$150.00
All others	Per the Utility Director

Removal of Jumper or Other Illegal Bypass; or Breaking of Seal on Lock-offs;

5/8" meter	$150.00
1" meter	$200.00
1-1/2" meter	$300.00
2" meter	$400.00
All others	Per the Utility Director

Developer Changing Meter From One Location to Another Without Permission of Utility Department. $100.00

Damages to Utility Property or Any Item Not Covered Above: Time, materials, and administration charge. (Administrative charge to be $15.00 or 15 percent of time and materials, whichever is greater.)

Fire Line Charges

Service Availability Charge - Flat Rate Monthly:

	Effective Date			
	10/1/2020	10/1/2021	10/1/2022	10/1/2023
4"	$35.40	$37.17	$40.37	$41.98
6"	$70.80	$74.34	$80.73	$83.96
8"	$141.61	$148.69	$161.48	$167.94
10"	$283.20	$297.36	$322.93	$335.85

(Res.07-9-6,9-17-07;Res.09-6-1,6-16-09;Res.12-9-7,9-19-12:Res.13-9-2,9-12-13:res.14-9-2,9-15-14)

COOPER CITY UTILITIES
SCHEDULE D
WATER AND WASTEWATER MISCELLANEOUS CHARGES CONTINUED
EFFECTIVE 10/1/23

Construction

Meter Deposit	$1,200.00

	Effective Date			
Consumption Charge	10/1/2020	10/1/2021	10/1/2022	10/1/2023
Per 1,000 Gallons or any part thereof	$3.31	$3.48	$3.78	$3.93

*Upon return of the meter in satisfactory condition, a $1,100 refund will be made

Unauthorized Water Utilization From Hydrant or any other source not approved or paid for	
Minimum Charge	$250.00

(Ord. No. 84-4-1,4-24-84;Ord.No.85-10-1,10-8-85;Res.No.01-11-1,11-13-01;
Res.No.07-9-6,9-17-07)

RESOLUTION NO. 23-23

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, AMENDING SCHEDULE (A), SCHEDULE (B), AND SCHEDULE (D) OF ORDINANCE NO. 85-10-1, AS AMENDED, RELATING TO MONTHLY WATER RATES, MONTHLY WASTEWATER RATES, AND WATER AND WASTE WATER MISCELLANEOUS CHARGES WITHIN THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABLITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Commission adopted initial rate schedules for the Water and Sewer Utility System via Ordinance No. 84-4-1, said ordinance having been codified as Chapter 19 of the Municipal Code of Ordinances; and,

WHEREAS, Utility regulations and rate schedules were further amended via Ordinance No. 85-10-1; and

WHEREAS, pursuant to provisions of Section 19-103 of the Municipal Code of Ordinances amendments to the water and sewer utility system rate schedules shall be adopted by Resolution of the City Commission; and

WHEREAS, the amended rates, as set forth in this Resolution, provide for an adjustment consistent with the Consumer Price Index increase of 4.0% as published by U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers—CPI (U) U.S. City Average, between May 2022 and May 2023 for Schedule A and Schedule B; and

WHEREAS, the amended rates, as set forth in this Resolution, also provide for an adjustment for Water and Wastewater Miscellaneous charges for water turn on, backflow preventer and meter testing in Schedule D to recover the cost of providing services; and

WHEREAS, the City Commission finds that these rate adjustments in accordance with the Consumer Price Index for All Urban Consumers – CPI (U) U.S. City Average is in the best interests of the citizens and residents of the City.

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

Section 1: Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed. All exhibits attached hereto are expressly incorporated herein.

Section 2: That the rate schedules for the City of Cooper City Water and Sewer Utility System, described as Schedule A, "Monthly Water Rates," Schedule B, "Monthly Waste Water Rates," are hereby amended and increased by 4%; and Schedule D, "Water and Waste Water Miscellaneous Charges" as shown in Exhibit A, attached hereto and made a part hereof by this reference.

Section 3: **Conflicts**. All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

Section 4: **Severability**. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

Section 5: **Effective Date**. This Resolution shall become effective upon its passage and adoption by the City Commission.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED this 24th date of October 2023.

GREG ROSS
Mayor

ATTEST:

Tedra Allen, MMC
City Clerk

APPROVED AS TO LEGAL FORM:

BY: _____
CITY ATTORNEY

ROLL CALL
Mayor Ross
Commissioner Green
Commissioner Shrouder
Commissioner Katzman
Commissioner Mallozzi

COOPER CITY UTILITIES
SCHEDULE A
MONTHLY WATER RATES
EFFECTIVE 10/1/23

		Effective Date			
		10/1/2020	10/1/2021	10/1/2022	10/1/2023
(a) Residential	(1) Service Availability Charge - Individually Metered Residences (no consumption included)				
	Meter Size				
	5/8"	$12.83	$13.47	$14.63	$15.22
	1"	$31.58	$33.16	$36.01	$37.45
	1.5"	$62.83	$65.97	$71.64	$74.51
	2"	$100.30	$105.32	$114.38	$118.96
	3"	$200.31	$210.33	$228.42	$237.56
	4"	$350.34	$367.86	$399.50	$415.48
	(2) Consumption - Monthly Usage Rate Blocks Gallons				
	Block 1 (0-5,000)	$3.18	$3.34	$3.63	$3.78
	Block 2 (5,001-10,000)	$3.68	$3.86	$4.19	$4.36
	Block 3 (10,001-20,000)	$4.66	$4.89	$5.31	$5.52
	Above 20,000	$6.12	$6.43	$6.98	$7.26
	(3) Service Availability Charge - Master-metered apartments, Per Unit	$11.53	$12.11	$13.15	$13.68
	(4) Consumption - Per 1,000 Gallons (Temporary meters only)	$3.31	$3.48	$3.78	$3.93
(b) Commercial	(1) Service Availability Charge - (No consumption included)				
	Meter Size				
	5/8"	$12.83	$13.47	$14.63	$15.22
	1"	$31.58	$33.16	$36.01	$37.45
	1.5"	$62.83	$65.97	$71.64	$74.51
	2"	$100.30	$105.32	$114.38	$118.96
	3"	$200.31	$210.33	$228.42	$237.56
	4"	$350.34	$367.86	$399.50	$415.48
	6"	$625.26	$656.53	$712.99	$741.51
	(2) Consumption - Per 1,000 Gallons	$3.31	$3.48	$3.78	$3.93

(a) The service availability charge listed above shall apply to all single-family, multi-family and commercial units whether occupied or not. Service availability charges shall be due and payable each month commencing on the issue date of a certificate of occupancy. A service availability charge shall apply to each meter if more than one meter is installed for a single unit. (Ord. No. 84-4-1, 4-24-84; Ord. No. 85-10-1, 10-8-85; Res.01-7-5, 7-10-01; Res. 05-09-13, 9-22-05; Res. 06-09-17, 9-27-06; Res.08-09-05, 9-24-08; Res. 09-10-19, 10-27-09; Res.10-10-5, 10-12-10; Res.11-20-7, 10-25-11; Res.12-9-7,9-19-12;Res.13-9-2,9-12-13; Res.14.9-2,9-15-14)

(b) Effective with bills rendered on and after October 1, 2010, and each year thereafter, the city will institute annually an increase to the monthly water service availability and consumption charges established in this schedule to be applied to such rates which are in effect immediately prior to the effective date of each annual increase. The annual index adjustment shall be increased by an amount equal to the U.S. Department of Labor consumer Price Index for All Urban Consumers -CPI(U); U.S. City Average. Such annual increases shall be subject to confirmation by the City Commission in conjunction with the adoption of the annual budget. (Res.08-02-03)

COOPER CITY UTILITIES
SCHEDULE B
MONTHLY WASTE WATER RATES
EFFECTIVE 10/1/23

		Effective Date			
		10/1/2020	10/1/2021	10/1/2022	10/1/2023
(a) Residential	(1) Service Availability Charge - Individually Metered Residences (no consumption included)				
	Regardless of Meter Size	$27.75	$29.14	$31.65	$32.92
	(2) Water Consumption - (Per 1,000 gallons, to a maximum of 10,000 gallons per unit):	$3.17	$3.33	$3.62	$3.76
(b) Residential - Master-metered apartments, townhouses, condominiums (no consumption included):					
	(1) Service Availability Charge - (No consumption included)	$24.97	$26.22	$28.47	$29.61
	(2) Water Consumption - (Per 1,000 gallons, to a maximum of 10,000 gallons per unit):	$3.17	$3.33	$3.62	$3.76
© Commercial - Water and Sewer Customers					
	(1) Service Availability Charge - (No consumption included)				
	Meter Size				
	5/8"	$27.75	$29.14	$31.65	$32.92
	1"	$69.39	$72.86	$79.13	$82.30
	1.5"	$138.75	$145.69	$158.22	$164.55
	2"	$221.99	$233.09	$253.14	$263.27
	3"	$443.97	$466.17	$506.26	$526.51
	4"	$776.91	$815.75	$885.90	$921.34
	6"	$1,387.33	$1,456.70	$1,581.98	$1,645.26
	(2) Consumption - Per 1,000 Gallons	$3.17	$3.33	$3.62	$3.76
© Commercial - Sewer Only Customers					

(1) Service Availability Charge - Flat Rate

Individual Bays- Each	$429.02	$450.47	$489.21	$508.78
Master Billed	$3,028.43	$3,179.85	$3,453.32	$3,591.45

© The service availability charge listed above shall apply to all single-family, multi-family and commercial units whether occupied or not. Service availability charges shall be due and payable each month commencing on the issue date of a certificate of occupancy. A service availability charge shall apply to each meter if more than one meter is installed for a single unit. (Ord. No. 84-4-1, 4-24-84; Ord. No. 85-10-1, 10-8-85; Res.01-7-5, 7-10-01; Res. 05-09-13, 9-22-05; Res. 06-09-17, 9-27-06; Res.08-09-05, 9-24-08; Res. 09-10-19, 10-27-09; Res.10-10-5, 10-12-10; Res.11-20-7, 10-25-11; Res.12-9-7,9-19-12;Res.13-9-2,9-12-13; Res.14.9-2,9-15-14)

(b) Effective with bills rendered on and after October 1, 2010, and each year thereafter, the city will institute annually an increase to the monthly water service availability and consumption charges established in this schedule to be applied to such rates which are in effect immediately prior to the effective date of each annual increase. The annual index adjustment shall be increased by an amount equal to the U.S. Department of Labor consumer Price Index for All Urban Consumers -CPI(U); U.S. City Average. Such annual increases shall be subject to confirmation by the City Commission in conjunction with the adoption of the annual budget. (Res.08-02-03)

COOPER CITY UTILITIES
SCHEDULE D
WATER AND WASTEWATER MISCELLANEOUS CHARGES CONTINUED
EFFECTIVE 10/1/23

Acount Initiation Fee - One-time only fee at time of new account creation	$25.00	
Water Turn-on-During regular hours for new customers or re-establishment of service at customer's request or for non-payment	$25.00	
Water Turn-off -During regular hours for nonpayment, at request of customer or for customer closing account	$25.00	
Water Turn-on-During other than regular hours. Unless changed due to operational needs, regular hours are established between 7:30 AM to 4:00 PM, Monday through Friday, except holidays. Failure to submit proper proof of payment or deposit into City's account shall result in additional charges and penalties to recover all costs of providing services.	~~$50.00~~	$150.00
Backflow Preventer Testing Fee:	~~$50.00~~	$55.00
Returned Check ~~– Florida Statute~~	Per Florida Statute	
Late Fee	The lesser of $20.00 or 6% of past due balance, applied monthly	
Adjustment of Meter Box at Customer's Request		
5/8" Meter	$50.00	
All others	Per the Utility Director	
Meter Test at Customer's Request - if meter reads high, no charge; if meter reads correctly or below, there will be a charge as follows:		
5/8" meter	~~$25.00~~	$50.00

1" meter	~~$35.00~~	$60.00
1-1/2" meter	~~$50.00~~	$100.00
2" meter	~~$75.00~~	$150.00
All others	Per the Utility Director	

Removal of Jumper or Other Illegal Bypass; or Breaking of Seal on Lock-offs;

5/8" meter	$150.00
1" meter	$200.00
1-1/2" meter	$300.00
2" meter	$400.00
All others	Per the Utility Director

Developer Changing Meter From One Location to Another Without Permission of Utility Department. $100.00

Damages to Utility Property or Any Item Not Covered Above: Time, materials, and administration charge. (Administrative charge to be $15.00 or 15 percent of time and materials, whichever is greater.)

Fire Line Charges

Service Availability Charge - Flat Rate Monthly:

	Effective Date			
	10/1/2020	10/1/2021	10/1/2022	10/1/2023
4"	$35.40	$37.17	$40.37	$41.98
6"	$70.80	$74.34	$80.73	$83.96
8"	$141.61	$148.69	$161.48	$167.94
10"	$283.20	$297.36	$322.93	$335.85

(Res.07-9-6,9-17-07;Res.09-6-1,6-16-09;Res.12-9-7,9-19-12:Res.13-9-2,9-12-13:res.14-9-2,9-15-14)

COOPER CITY UTILITIES
SCHEDULE D
WATER AND WASTEWATER MISCELLANEOUS CHARGES CONTINUED
EFFECTIVE 10/1/23

Construction

Meter Deposit	$1,200.00

	Effective Date			
Consumption Charge	10/1/2020	10/1/2021	10/1/2022	10/1/2023
Per 1,000 Gallons or any part thereof	$3.31	$3.48	$3.78	$3.93

*Upon return of the meter in satisfactory condition, a $1,100 refund will be made

Unauthorized Water Utilization From Hydrant or any other source not approved or paid for	
Minimum Charge	$250.00

(Ord. No. 84-4-1,4-24-84;Ord.No.85-10-1,10-8-85;Res.No.01-11-1,11-13-01;
Res.No.07-9-6,9-17-07)

CITY COMMISSION
ORDINANCE/RESOLUTION

TITLE: **Ordinance 24-05 (Administration)**

DATE: April 9, 2024

DESCRIPTION: AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 2 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" AMENDING ARTICLE I, ENTITLED "IN GENERAL," BY SPECIFICALLY AMENDING SECTION 2-8, ENTITLED "NAMING AND RECOGNITION PROCEDURES;" PROVIDING FOR A REDUCTION IN THE WAITING PERIOD FOR NAMING PROPERTY, BUILDINGS, STRUCTURES AND FACILITIES IN THE CITY AFTER PEOPLE WHO HAVE DIED FROM NINETY (90) DAYS TO THIRTY (30) DAYS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

CITY MANAGER RECOMMENDATION:
The City Manager requests approval of Ordinance 24-05 on 1st reading, providing for a reduction in the waiting period for naming property, buildings, structures, and facilities in the City after people who have died from ninety (90) days to thirty (30) days.

BACKGROUND OF ITEM:
The code currently states:

Sec. 2-8 Naming and Recognition Procedures

(A) *Naming of City-owned property, buildings, structures, and facilities.* The City Commission may, by resolution, name any property, building structure, or facility owned by the City of Cooper City, subject to the following process and parameters:

1) In its sole discretion, the City Commission may involve outside organizations in the process.
2) Properties, buildings, structures, and facilities shall not be named after living persons.
3) Properties, buildings, structures, and facilities may be named after people who have died, following a minimum 90-day waiting period.
4) Consideration of the following in naming properties, buildings, structures, and facilities is encouraged:
    i. Historical significance;
    ii. Geographic identifiers;
    iii. Natural characteristics, including flora and fauna; and

iv. Individuals making significant, non-financial, humanitarian contributions to the City.

5) Any proposal to name a property, building, structure, or facility after a person must be placed on the City Commission's printed agenda at least one month before it is considered for final approval. Community response is to be solicited early in the process, local homeowners' associations or other appropriate community groups should be notified in writing of the proposal, and their input solicited.
6) This policy shall not apply to any property, buildings, structures, and facilities named prior to May 28, 2019, or if the naming rights have been sold or transferred by written agreement or contract approved by Resolution of the City Commission.

ANALYSIS:
Approving Ordinance 24-05 reduces the waiting period for naming property, buildings, structures, and facilities in the City after people who have died from ninety (90) days to thirty (30) days.

STRATEGIC PLAN:
N/A

FISCAL IMPACT:
N/A

ALTERNATIVES:
Do not approve Ordinance 24-05 on 1st reading.

ATTACHMENTS:
1. Ordinance 24-05

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward...	03/28/24 12:47 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward t...	03/28/24 12:49 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward t...	03/28/24 03:17 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End ...	04/01/24 05:05 PM
Allen, Tedra	END WORKFLOW - APPROVED		04/02/24 10:08 AM

ORDINANCE NO. 24-05

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 2 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" AMENDING ARTICLE I, ENTITLED "IN GENERAL," BY SPECIFICALLY AMENDING SECTION 2-8, ENTITLED "NAMING AND RECOGNITION PROCEDURES;" PROVIDING FOR A REDUCTION IN THE WAITING PERIOD FOR NAMING PROPERTY, BUILDINGS, STRUCTURES AND FACILITIES IN THE CITY AFTER PEOPLE WHO HAVE DIED FROM NINETY (90) DAYS TO THIRTY (30) DAYS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Cooper City (the "City"), from time to time, names properties, buildings, structures and facilities (collectively "City Facilities") after individuals who have made significant contributions to the City; and

WHEREAS, the City's Code of Ordinances requires a 90-day waiting period following a person's death before the City Commission may name City Facilities after said individual; and

WHEREAS, the City Commission seeks to reduce the waiting period from ninety (90) days to thirty (30) days; and

WHEREAS, the City Commission has held a public hearing in accordance with Florida law; and

WHEREAS, following proper notice to the public and after having received input and participation by interested members of the public and staff, the City Commission finds that this ordinance is in the best interest of the citizens, residents, and business establishments in the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

Section 1. **RECITALS ADOPTED.** That each of the above-stated recitals is hereby adopted and confirmed. All exhibits attached hereto are incorporated herein and made a part hereon.

Section 2. **CHAPTER 2 OF CITY CODE AMENDED.** That Article I, entitled "In General" of Chapter 2, entitled "Administration" of the City of Cooper City Code of Ordinances, is hereby amended by specifically amending Section 2-8, entitled "Naming and Recognition Procedures," to read, as follows:

Sec. 2-8 Naming and Recognition Procedures

(A) *Naming of City-owned properties, buildings, structures and facilities.* The City Commission may, by resolution, name any property, building, structure or facility owned by the City of Cooper City, subject to the following process and parameters:

1) In its sole discretion, the City Commission may involve outside organizations in the process.

2) Properties, buildings, structures and facilities shall not be named after living persons.

3) Properties, buildings, structures and facilities may be named after people who have died, following a minimum 30-day waiting period.

4) Consideration of the following in naming properties, buildings, structures and facilities is encouraged:

   i. Historical significance;
   ii. Geographic identifiers;
   iii. Natural characteristics, including flora and fauna; and
   iv. Individuals making significant, non-financial, humanitarian contributions to the City.

5) Any proposal to name a property, building, structure or facility after a person must be placed on the City Commission's printed agenda at least one month before it is considered for final approval. Community response is to be solicited early in the process and local homeowners' associations or other

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Words in <u>underlined</u> type are additions.

appropriate community groups should be notified in writing of the proposal and their input solicited.

6) This policy shall not apply to any property, buildings, structures or facilities named prior to May 28, 2019, or if the naming rights have been sold or transferred by written agreement or contract approved by Resolution of the City Commission.

7) The provisions of this subsection may be waived only by a unanimous vote of the city commission.

Section 3. It is the intention of the City Commission of the City of Cooper City that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Cooper City, Florida, and that the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or such other word or phrase in order to accomplish such intention.

Section 4. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 6. This Ordinance shall become effective immediately upon its passage and adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

PASSED AND ADOPTED on First Reading this _____ day of _____, 2024.

PASSED AND FINAL ADOPTION on Second Reading this __ day of ___ _____, 2024.

_____
GREG ROSS
Mayor

ATTEST:

_____
TEDRA ALLEN
City Clerk

ROLL CALL

Mayor Ross	_____
Commissioner Green	_____
Commissioner Shrouder	_____
Commissioner Katzman	_____
Commissioner Mallozzi	_____

APPROVED AS TO LEGAL FORM:

_____
JACOB G. HOROWITZ
City Attorney

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

CITY COMMISSION
ORDINANCE/RESOLUTION

TITLE: **Ordinance 24-06 (Finance)**

DATE: April 9, 2024

DESCRIPTION: AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING ORDINANCE NO. 23-21, ADOPTED ON SEPTEMBER 26, 2023; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 FOR THE CITY BY ESTABLISHING A SOLID WASTE ENTERPRISE FUND, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

CITY MANAGER RECOMMENDATION:
The City Manager requests approval of Ordinance 24-06 on 1st reading, amending Ordinance 23-21, adopted on September 26, 2023, and the Budget for Fiscal Year 2023-2024 for the City by establishing a Solid Waste Enterprise Fund.

BACKGROUND OF ITEM:
On September 26, 2023, the City Commission adopted Ordinance 23-21, adopting the Fiscal Year 2023-2024 Budget. Staff recommends establishing a Solid Waste Enterprise Fund, and establishing a new fund requires amending the Fiscal Year 2023-2024 budget per Section 166.141, F.S.

ANALYSIS:
Approving Ordinance 24-06 will amend the Fiscal Year 2023-2024 budget by establishing a Solid Waste Enterprise Fund.

STRATEGIC PLAN:
N/A

FISCAL IMPACT:
N/A

ALTERNATIVES:
Do not approve Ordinance 24-06

ATTACHMENTS:
1. Ordinance 24-06

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*FINANCIAL IMPACT: Forward to Finance Director	03/27/24 04:21 PM
Willams, Irwin	Assigned to Finance Director	COMPLETE: Forward to City Attorney	03/27/24 04:23 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to City Manager	03/27/24 04:45 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to City Clerk	03/27/24 04:45 PM
Allen, Tedra	Assigned to City Clerk	Route to Budget	04/01/24 12:17 PM
Allen, Tedra	Assigned to Budget	COMPLETE: Forward to City Clerk	04/01/24 12:23 PM
Allen, Tedra	Assigned to City Clerk	Route to City Manager	04/02/24 01:14 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to City Clerk	04/02/24 01:15 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	04/03/24 08:18 AM
Allen, Tedra	END WORKFLOW - APPROVED		04/03/24 08:54 AM

ORDINANCE NO. 24-06

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING ORDINANCE NO. 23-21, ADOPTED ON SEPTEMBER 26, 2023; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 FOR THE CITY BY ESTABLISHING A SOLID WASTE ENTERPRISE FUND, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on September 26, 2023, the City Commission of the City of Cooper City adopted Ordinance No. 23-21, thereby adopting a budget for the Fiscal Year 2023-2024; and

WHEREAS, the City's professional staff has recommended the establishment of a solid waste enterprise fund; and

WHEREAS, the establishment of a new enterprise fund requires an amendment to the Fiscal Year 2023-2024 budget, in accordance with Section 166.241, F.S.; and

WHEREAS, City Staff has reviewed the proposed amendments to the Fiscal Year 2023-2024 budget, and recommends the adoption of the same by the City Commission; and

WHEREAS, the City Commission has reviewed the proposed budget amendments set forth in Exhibit "A" and finds the adoption thereof to be in the best interests of the citizens and residents of the City of Cooper City, Florida.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct, and are hereby incorporated herein and made a part hereof.

Section 2. The City Commission of the City of Cooper City hereby amends Ordinance No. 23-21 as provided in the Amended Budget for the Fiscal Year 2023-2024, a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference.

Section 3. The provisions of this ordinance shall not be deemed to be a limitation on the powers granted to the City Commission by the City Charter, which relates to the fiscal management of the City's funds.

Section 4. All ordinances or parts of ordinances and resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, or other part or application of this ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force or effect.

Section 6. This Ordinance shall become effective immediately upon its passage and adoption.

THE REST OF THIS PAGEHAS BEEN INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED on First Reading this _____ day of _____, 2024.

PASSED AND FINAL ADOPTION on Second Reading this __ day of ___ _____, 2024.

_____
GREG ROSS
Mayor

ATTEST:

_____
TEDRA ALLEN
City Clerk

ROLL CALL

Mayor Ross	_____
Commissioner Green	_____
Commissioner Shrouder	_____
Commissioner Katzman	_____
Commissioner Mallozzi	_____

APPROVED AS TO LEGAL FORM:

_____
JACOB G. HOROWITZ
City Attorney

CITY OF COOPER CITY
INTERDEPARTAMENTAL BUDGET TRANSFER NOTIFICATION

TO: CITY COMMISSION

VIA: CFO

FROM: CITY MANAGER DATE: 3/21/2024

Notification of the following transfer of funds is provided for the reasons set forth below:

	Revenues	Expenditures
Department	Solid Waste Enterprise Fund	Solid Waste Enterprise Fund
Account Description	Solid Waste Revenue	Professional Services - SW Disposal
Account Number	460-900-343400-343	460-900-534309-534
Amount to be Transferred ($)	$668,243.00	$393,892.00
	Solid Waste Disposal Fee	Professional Services - SW Collections
	460-900-343460-343	460-900-534310-534
	$478,252.00	$616,487.00
	Bulk Pickup Revenue	Collection Expenses Recycling
	460-915-343420-343	460-905-534312-534
	$255,505.00	$366,223.00
	Disposal Fees Bulk (EWS)	Professional Services - Recycle Processing
	460-915-343461-343	460-905-534313-534
	$132,338.00	$212,818.00
	Recycling Revenue	Professional Services - Disposal Recycling
	460-905-343410-343	460-905-534314-534
	$402,911.00	$12,283.00
	Recycling Processing Fee	Professional Services - Collections (Bulk)
	460-905-343450-343	460-915-534315-534
	$211,610.00	$233,230.00
	Recycle Revenue Contamination	Professional Services - Disposal (Bulk)
	460-905-343312-343	460-915-534316-534
	$16,379.00	$109,445.00
	Revenue Administrator Salary	Salaries - Regular
	460-920-341910-341	460-920-512100-534
	$60,000.00	$39,000.00
		Benefits - FICA
		460-920-521100-000
		$2,983.00
		Benefits - Retirement
		460-920-521200-000
		$5,523.00
		Benefits - Group Insurance
		460-920-521300-000
		$12,464.00

	Benefits - Workers Compensation
	460-920-521400-000
	$30.00
	Supplies - Office
	460-920-535110-534
	$1,000.00
	Contingency
	460-920-599000-534
	$219,860.00

This Transaction	All Funds Cumulative FY 24 YTD	2.5% Limit Based on FY 24 Adopted Budget
$1,146,495.00	$1,217,232	$1,909,267

REASON:

To add Fund 460 (Solid Waste Enterprise Fund) to the FY24 Budget in BS&A. This is not a budget transfer but an addition
of revenues and expenditures to the budget.
All funds cumulative include this transaction.

(Please Do Not Write Below This Line)

	APPROVED	DISAPPROVED
Finance		
City Manager		
Commission (≥10K)		

CITY COMMISSION
ORDINANCE/RESOLUTION

TITLE: **Ordinance 24-07 (Administration)**

DATE: April 9, 2024

DESCRIPTION: AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION", ARTICLE VI, "EMPLOYEE BENEFITS", DIVISION 2 "RETIREMENT PLAN", SECTION 2-158 "FIREFIGHTERS' PENSION PLAN" OF THE CITY OF COOPER CITY MUNICIPAL CODE OF ORDINANCES BY AMENDING ARTICLE XII, "COMPLIANCE WITH THE INTERNAL REVENUE CODE", TO PROVIDE FOR COMPLIANCE WITH SECURE 2.0 ACT; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE.

CITY MANAGER RECOMMENDATION:
The City Manager requests approval of Ordinance 24-07 by amending Article XII "Compliance with the Internal Revenue Code" to provide compliance with Secure 2.0 Act.

BACKGROUND OF ITEM:
Under the current plan, benefits must commence to members not later than April 1 of the calendar year following the later of the calendar year in which the member attains age 70½. If the proposed ordinance is adopted, benefits will need to commence to members not later than April 1 of the calendar year following the later of the calendar year in which the member attains age 72. There are no active members remaining in the Plan, the proposed ordinance has not measurable actuarial cost to the Plan, as contemplated by the statutes relating to Actuarial Impact Statements.

ANALYSIS:
The proposed ordinance would revise Section 2-158, Article XII "Compliance with the Internal Revenue Code" to incorporate relevant provisions of the Setting Every Community Up for Retirement Enhancement ("SECURE") 2.0 Act.

STRATEGIC PLAN:
N/A

FISCAL IMPACT:
There is no impact to the City.

ALTERNATIVES:
None

ATTACHMENTS:
1. Ordinance 24-07
2. AIS Letter
3. Special Report – Sugarman, Susskind, Braswell & Herrera

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward...	03/29/24 02:57 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward t...	03/29/24 03:04 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward t...	04/02/24 03:06 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End ...	04/03/24 08:23 AM
Allen, Tedra	END WORKFLOW - APPROVED		04/03/24 09:21 AM

ORDINANCE NO. 2024-07

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION", ARTICLE VI, "EMPLOYEE BENEFITS", DIVISION 2 "RETIREMENT PLAN", SECTION 2-158 "FIREFIGHTERS' PENSION PLAN" OF THE CITY OF COOPER CITY MUNICIPAL CODE OF ORDINANCES BY AMENDING ARTICLE XII, "COMPLIANCE WITH THE INTERNAL REVENUE CODE", TO PROVIDE FOR COMPLIANCE WITH SECURE 2.0 ACT; PROVIDING FOR SEVERABILITY. THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the Setting Every Community Up for Retirement Enhancement ("SECURE") 2.0 Act, signed into law on December 29, 2022, as part of the Consolidated Appropriations Act, 2023, amended the definition of "Required Beginning Date" under Section 401(a)(9) of the Internal Revenue Code; and

WHEREAS, amendments to the Plan are necessary to conform the Pension Plan to the requirements of the SECURE 2.0 Act; and

WHEREAS, the Board of Trustees of the City of Cooper City Firefighters' Pension Plan has recommended an amendment to the Pension Plan to comply with the SECURE 2.0 Act; and

WHEREAS, the trustees of the City of Cooper City Firefighters' Pension Plan have requested and approved the amendments provided herein as being in the best interests of the participants and beneficiaries and improving the administration of the Fund, and

WHEREAS, the City Commission has received and reviewed an actuarial impact statement related to this change and attached as such; and

WHEREAS, the City Commission deems it to be in the public interest to provide this change to the Pension Plan for its Firefighters;

NOW, therefore, be it ORDAINED BY the CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:

Section 1. That the recitals contained in the preamble to this Ordinance are incorporated by reference herein.

Section 2. That Chapter 2, Article VI, Division 2, Section 2-158, Article XII, "Compliance with the Internal Revenue Code" of the Code of Ordinances of the City of Cooper City, is amended to read:

Article XII Compliance with the Internal Revenue Code.

* * * * *

(b) Required beginning date:

Notwithstanding any other provision of the plan, payment of a participant's retirement benefits under the plan shall commence not later than the participant's required beginning date, which effective January 1, 2023 is defined as the later of (1) and (2) below:

~~April 1 of the calendar year that next follows the calendar year in which the participant attains or will attain the age of 70½ years; or~~

~~April 1 of the calendar year that next follows the calendar year in which the participant retires.~~

(1) With respect to a participant who reached age 70-½ prior to January 1, 2020, April 1 of the calendar year that next follows the calendar year in which the participant attained the age of 70-½ years; or

with respect to a participant who attained age 70-½ on or after January 1, 2020, and age 72 prior to January 1, 2023, April 1 of the calendar year that next follows the calendar year in which the participant attained the age of 72 years; or

with respect to a participant who attains age 72 on or after January 1, 2023, in accordance with the SECURE 2.0 Act and any technical corrections thereto; or

(2) April 1 of the calendar year that next follows the calendar year in which the participant retires.

(c) Required Minimum Distributions.

(1) Required Beginning Date. The participant's entire interest will be distributed, or begin to be distributed, to the participant no later than the participant's Required Beginning Date as defined in Subsection (b) of this Article XII.

(2) Death of participant Before Distributions Begin.

(A) If the participant dies before distributions begin, the participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(i) If the participant's surviving spouse is the participant's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the participant died, or by December 31 of the calendar year in which the participant would have attained ~~age 70-½~~his or her Required Beginning Date, if later.

* * * * *

Section 3. All sections or parts of sections of the Cooper City Municipal Code of Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 4. Should any section or provision of this Ordinance, or a paragraph, sentence or word, be declared by a Court of competent jurisdiction to be invalid, such

decision shall not affect the validity of the remainder hereof, as a whole or a part hereof, other than the part to be declared to be invalid.

Section 5. It is the intention of the City Commission of the City of Cooper City that the provisions of this Ordinance shall become and be made a part of the Cooper City Municipal Code of Ordinances and that the sections of this Ordinance may be renumbered or relettered and the word "Ordinances" may be changed to "Chapter," "Section," "Article," or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed.

Section 6. This Ordinance shall become effective upon passage; however, the provisions of this Ordinance that are specified to take effect as of a date certain shall take effect as of the date specified herein.

PASSED AND ADOPTED on First Reading this ___ day of _____, 2024.

PASSED AND ADOPTED on Second Reading this __ day of _____, 2024.

_____
Greg Ross, Mayor

ATTEST:

_____
Tedra Allen MMC, City Clerk

Approved as to Form:

_____
Jacob Horowitz, City Attorney

ROLL CALL:

Mayor Ross _____
Commissioner Green _____
Commissioner Shrouder _____
Commissioner Katzman _____
Commissioner Mallozzi _____

P: 954.527.1616 | F: 954.525.

March 22, 2024

Board of Trustees
City of Cooper City
Firefighters Retirement Plan

Dear Committee Members:

As requested, we have reviewed the proposed Ordinance amending the City of Cooper City Firefighters Retirement Plan ("Plan"). The proposed ordinance would revise Section 2-158, Article XII "Compliance with the Internal Revenue Code" to incorporate relevant provisions of the Setting Every Community Up for Retirement Enhancement ("SECURE") 2.0 Act.

Under the current plan, benefits must commence to members not later than April 1 of the calendar year following the later of the calendar year in which the member attains age 70½. If the proposed ordinance is adopted, benefits will need to commence to members not later than April 1 of the calendar year following the later of the calendar year in which the member attains age 72. Because there are no active members remaining in the Plan, it is our opinion that the proposed change has no measurable actuarial cost to the Plan, as contemplated by the statutes relating to Actuarial Impact Statements.

A draft of the Ordinance is attached to this letter.

Because the changes will not have a material actuarial impact, it is our opinion that a formal Actuarial Impact Statement is not required. However, a copy of this letter and the proposed ordinance should be sent to the Municipal Police Officers and Firefighters' Retirement Trust Funds Office and to the Bureau of Local Retirement Systems before the final public hearing on the ordinance.

Piotr Krekora is a member of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein.

The undersigned actuary is independent of the plan sponsor.

We welcome your questions and comments.

Sincerely yours,

Piotr Krekora, ASA, MAAA
Senior Consultant & Actuary

This communication shall not be construed to provide tax advice, legal advice or investment advice.

SUGARMAN, SUSSKIND, BRASWELL & HERRERA
PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW

Robert A. Sugarman ♦
Howard S. Susskind
D. Marcus Braswell, Jr.
Pedro A. Herrera
Kenneth R. Harrison, Sr.
Madison J. Levine

Jose Javier Rodriguez
David E. Robinson
Of Counsel

150 Alhambra Circle
Suite 725
Coral Gables, Florida 33134
(305) 529-2801
Toll Free (800) 329-2122
Facsimile (305) 447-8115

♦ Board Certified Labor & Employment Lawyer

SPECIAL REPORT

February 2023

SECURE ACT 2.0

President Biden signed the Secure 2.0 Act of 2022 ("the Act") into law on December 29, 2022 as part of the Consolidated Appropriations Act, 2023. The Act makes sweeping changes to provisions of the Internal Revenue Code affecting qualified plans such as your municipal plan.

Many of the provisions take effect immediately, while others will become effective in years to come. For governmental plans such as yours amendments required by the Act must be made to the plan by no later than the last day of the first plan year beginning on or after January 1, 2027.

Below is a brief summary of the changes enacted. We will provide additional information with regard to each of the new requirements on an on-going basis as corresponding regulations or rules may be issued.

I. CHANGES THAT APPLY TO GOVERNMENTAL DEFINED BENEFIT PLANS AND STAND-ALONE SHARE PLANS

Increase in Ages for Required Minimum Distributions

Participants in tax-qualified pension plans are not taxed on the value of their retirement benefits until they begin to receive benefits under the plan.

The deferral of taxes is limited by the Required Minimum Distribution rules in Section 401(a)(9) of the Code, which require that participants begin to receive benefits (and therefore pay taxes) once they reach a certain age after retirement.

For many years, retirees were required to begin to receive benefits once they had retired and reached age 70 ½. The first Secure Act, passed in 2019, raised that age to 72.

Section 107 of the Secure 2.0 Act of 2022 has further increased the tax deferral by again raising the age by which retired participants must begin to receive benefits. The new ages are as follows:

a) For individuals who attain age 72 after December 31, 2022, and age 73 before January 1, 2033, the applicable age is 73;
b) For individuals who attain age 74 after December 31, 2032, the applicable age is 75;

Reduction in penalty for failure to make Required Minimum Distributions (Effective taxable years after December 29, 2022)

The Code currently provides for an excise tax for failure to take a required minimum distribution equal to 50% of the amount of the missed distribution.

Section 302 of the Act reduces the tax generally to 25%, and provides that the tax shall be further reduced to 10% if the failure is corrected in accordance with certain conditions.

Increase in the maximum amount of mandatory distributions (Effective January 1, 2024)

Plans may currently provide that benefits of which the lump-sum value does not exceed $5000 will be paid mandatorily in the form of a lump-sum. Section 304 of the Act raises the limit, allowing plans to impose a lump-sum distribution for amounts up $7000.

Exclusion from Income of Certain Service-Related Disability Benefits for First Responders (Effective for eligible amounts received after December 31, 2026)

Section 309 of the act allows certain first responders (law enforcement officers, firefighters, paramedics, and emergency medical technicians) to exclude from gross income certain service-related disability pension or annuity payments after they reach retirement age.

Expansion of 72(t) Age Exemption for Qualified Public Safety Employees (Effective Immediately)

Generally, the penalty on early withdrawals under Section 72(t) does not apply to distributions made to an employee after separation from service after attainment of age 55. For qualified public safety employees, Section 72(t) replaces the age 55 exemption with a more favorable, lower age exemption. Prior to the Act, the applicable age for qualified public safety employees was 50, instead of 55. Section 329 of the Act further expands the exemption for qualified public safety officers by adding 25 years of service as a separate qualifying condition for the exemption, which now applies upon the earlier of attainment of age 50 or 25 years of service.

Expansion of Definition of Qualified Public Safety Employee for Purposes of 72(t) Age Exemption (Effective Immediately)

Prior to the Act, for purposes of the favorable 72(t) exemption discussed above, the term qualified public safety employee included governmental employees providing police protection, firefighting services, and emergency medical services. Section 330 expands the definition to include corrections officers, as well as forensic security employees providing for the care, custody and control of forensic patients.

Repeal of Direct Payment Requirement for Health Insurance Premiums (Effective Immediately)

Currently under Section 402(l) of the Code, Retired Public Safety Officers are permitted to exclude from income up to $3,000 per taxable year in distributions from governmental plans that are used to for the payment of qualified health insurance premiums. Prior to the Act, payments were required to be made directly from the pension plan to the insurer. Section 328 of the Act removes the direct payment requirement and now allows payment to come directly from the member.

II. CHANGES THAT APPLY TO GOVERNMENTAL STAND-ALONE SHARE PLANS BUT NOT TO GOVERNMENTAL DEFINED BENEFIT PLANS

Tax-Favored Withdrawals

The Act allows plans to provide for the following types of withdrawals with favorable tax treatment (including exemption from any 72(t) penalty):

- Starting in 2024, up to $1,000 for participant-certified personal and family emergencies;
- Starting in 2024, withdrawals up to the lesser of $10,000 or 50% of account balance, if a participant has been the victim of domestic abuse;
- effective immediately withdrawals by participants who have been diagnosed as terminally ill;
- With regard to federal disasters occurring on or after January 26, 2021, withdrawals by participants who live in the disaster up to $22,000 within 180 months of the disaster. Also loans related to federal disasters are allowed to be increased to the lessor of $100,000 or 100% of the account balance,
- Plans are already permitted to provide for distributions for qualified birth or adoption expenses. Currently, such distributions may be paid back at any time. For withdrawals after December 29, 2022, the repayment period is limited to

three years. For withdrawals that have already been taken, the repayment period ends December 31, 2025,

- beginning on or after December 29, 2025, up to $2500 annually (adjustable for inflation) for long-term care insurance.

III. PROVISIONS OF THE ACT WITH REGARD TO PLAN CORRECTIONS

Changes to requirements regarding overpayments (effective immediately)

The IRS has on an on-going basis provided guidance to trustees regarding requirements for recovering benefit overpayments to participants and beneficiaries.

Section 301 of the Act amends the Code to provide clearly defined rules relating to the recovery of overpayments.

Principally, the Act provides that a plan is not necessarily obligated to pursue the recovery of an overpayment.

We will prepare procedures for the trustees to adopt to ensure that future actions with regard to overpayments comply with the new requirements.

Expanded Self-Correction Program (Effective upon guidance issued by IRS within two years of December 29, 2022)

The IRS maintains several programs pursuant to which trustees may correct errors in the operation of the plan and/or failures to amend the plan timely.

Under certain programs, a flat fee and/or penalties are required to be paid to the IRS to resolve the error or failure. On the other hand, under the IRS' Self-Correction Program, certain "non-significant" errors may be corrected without any notice or payment of fees or penalties to the IRS.

The Act expands the type of errors and failures that may be resolved through Self-Correction. The program is no longer limited to "non-significant" errors, and may be used generally to correct any inadvertent error or failure, except those (1) that were identified by the IRS before any good-faith corrective measures were taken, or (2) with respect to which corrective measures were not timely taken.

The Act requires the IRS to issue new guidance in accordance with the expansion of the self-correction program.

IV. FOR INFORMATIONAL PURPOSES (THE FOLLOWING INFORMATION PRESENTS PROVISIONS OF THE ACT THAT DO NOT APPLY TO THIS PLAN BUT THAT MAY BE OF INTEREST TO PUBLIC EMPLOYEES. THE INFORMATION IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENTED AND SHALL NOT BE CONSTRUED AS LEGAL ADVICE)

Section 308 of the Act extends to private sector firefighters, the favorable 72(t) age exemption (50 or 25 Years of Service) that was previously limited to governmental public safety employees.

Section 306 Changes rules relating to elections for 457 plans

Some of the tax-favored withdrawals that are permitted under the Act (See Section II above) may also be available under 457 plans.

CITY COMMISSION
ORDINANCE/RESOLUTION

TITLE: **Ordinance 24-08 (Administration)**

DATE: April 9, 2024

DESCRIPTION: AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING THE CITY OF COOPER CITY'S FIREFIGHTERS RETIREMENT PLAN CODIFIED IN CHAPTER 2 "ADMINISTRATION" OF THE COOPER CITY MUNICIPAL CODE OF ORDINANCES TO COMPLY WITH CHAPTER 2019-21, LAWS OF FLORIDA; BY AMENDING ARTICLE IX, DISABILITY, AND ARTICLE XI, DEATH BENEFITS, OF SECTION 2-158; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

CITY MANAGER RECOMMENDATION:
The City Manager requests approval of Ordinance 24-08 to comply with Chapter 209-21, Laws of Florida.

BACKGROUND OF ITEM:
Upon the adoption of this ordinance, firefighters who become disabled before retirement due to cancer (as defined in Section 112.1816(1), Florida Statutes) or from the treatment of such cancer (as defined in Section 112.1816(1), Florida Statutes) shall be considered to have become disabled in the line of duty.

ANALYSIS:
The proposed ordinance would revise Section 2-158, Article IX "Disability" to incorporate provisions of Florida Statutes Chapter 112.1816, which provides that a firefighter who is diagnosed with certain specified cancers is presumed to have contributed those cancers while in the line of duty for purposes of determining the disability or death benefit payable from the Plan. No active members remain in the plan; the proposed change has no measurable actuarial cost to the Plan.

STRATEGIC PLAN:
N/A

FISCAL IMPACT:
There is no impact to the City.

ALTERNATIVES:
None

ATTACHMENTS:
1. Ordinance 24-08
2. AIS Letter
3. Special Report – Sugarman, Susskind, Braswell & Herrera

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward…	03/29/24 03:25 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward t…	03/29/24 04:01 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward t…	04/02/24 03:05 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End …	04/03/24 08:21 AM
Allen, Tedra	END WORKFLOW - APPROVED		04/03/24 09:53 AM

ORDINANCE NO. 2024-08

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING THE CITY OF COOPER CITY'S FIREFIGHTERS RETIREMENT PLAN CODIFIED IN CHAPTER 2 "ADMINISTRATION" OF THE COOPER CITY MUNICIPAL CODE OF ORDINANCES TO COMPLY WITH CHAPTER 2019-21, LAWS OF FLORIDA; BY AMENDING ARTICLE IX, DISABILITY, AND ARTICLE XI, DEATH BENEFITS, OF SECTION 2-158; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 2019 Florida Legislature enacted Chapter 2019-21, Law of Florida, which mandates certain amendments to the City of Cooper City's Firefighters Retirement Plan (the "Plan"); and

WHEREAS, amendments to the City code are necessary to permit such new obligations and conditions; and

WHEREAS, the Trustees of the Plan have requested and approved such amendments as being in the best interests of the participants and beneficiaries as well as improving the administration of the Plan; and

WHEREAS, the City Commission has received and reviewed an actuarial impact statement concerning these changes and attached as such.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA1:

Section 1. The foregoing WHEREAS clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

1 Proposed additions to existing City Code text are indicated by an underline; proposed deletions from existing City Code text are indicated by strikethrough.

Section 2. That subparagraph (b) of Article IX "Disability," of Section 2-158 of the Cooper City Municipal Code of Ordinances is hereby amended as follows:

ARTICLE IX. DISABILITY

(a) A member shall be disabled under the terms of the plan if the member has suffered an illness, injury or disease which renders the member permanently and totally incapacitated, physically or mentally, from regular and continuous duty as a firefighter. Disability shall not be determined based solely on the fact that a member cannot perform all of the duties of his or her job grouping as set forth in the job description. The city shall be required to accommodate disabled workers in accordance with state and federal law and shall not withhold assignment to vacant positions on the basis that a member is not capable of performing all of the tasks of his or her job grouping.

(b) A member shall be eligible for a service-incurred disability retirement from the entry date into the plan. A service-incurred disability retirement shall mean that the disability arose as a result of an act occurring in the performance of service with the city. As provided and subject to the limitations in section 112.1816, Florida Statues, effective July 1, 2019, a firefighter (as defined in section 112.1816(1), Florida Statutes) member shall be considered to be totally and permanently disabled in the line of duty if he or she meets the Plan's definition of Totally and Permanently Disabled due to a diagnosis of cancer (as defined in section 112.1816(1), Florida Statutes) or circumstances that arise out of the treatment of such cancer (as defined in section 112.1816(1), Florida Statutes).

***

Section 3. That subparagraph (a) of Article XI "Death Benefits," of Section 2-158 of the Cooper City Municipal Code of Ordinances is hereby amended as follows:

ARTICLE XI. DEATH BENEFITS.

(a) In the event of the death of a member prior to the time of becoming fully vested for early or normal retirement, the member's designated beneficiary shall be paid from the fund an amount equal to the member's accumulated contributions together with interest thereon. In the event that the member was fully vested for early or normal retirement, but died before actual retirement, a death benefit shall be paid from the fund to the beneficiary. The amount of the benefit shall be computed as though the member had retired on the date of death and had chosen the one hundred (100%) percent joint and survivor option. The board may, in its discretion,

pay the benefit in another form if the board deems it to be in the best interest of the beneficiary. The actuarial value of any other form of benefit may not exceed the actuarial value of the one hundred (100%) percent joint and last survivor option. As provided and subject to the limitations in section 112.1816, Florida Statutes, effective July 1, 2019, a firefighter (as defined in section 112.1816(1), Florida Statutes) member shall be considered to have died in the line of duty if he or she dies as a result of cancer (as defined in section 112.1816(1), Florida Statutes) or circumstances that arise out of the treatment of such cancer (as defined in section 112.1816(1), Florida Statutes).

(b) In the event of the death of a retiree, death benefits, if any, shall be paid in accordance with the optional form of benefit chosen at the time of retirement.

(c) In the event that a designated beneficiary predeceases the member, or in the case of dissolution of marriage where the spouse is the designated beneficiary, the member may designate a new beneficiary as set forth in this subsection. No replacement beneficiary may receive a benefit which is greater than the actuarial equivalent of the benefit which would have been paid to the person named as designated beneficiary at the time of retirement. In the case of re-marriage, the spouse must have been married to the member for at least one (1) year prior to the death of member to qualify for benefits under this subsection.

Section 4. All sections or parts of sections of the Cooper City Municipal Code of Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 5. Should any section or provision of this Ordinance, or a paragraph, sentence or word, be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof, as a whole or a part hereof, other than the part to be declared to be invalid.

Section 6: It is the intention of the City Commission of the City of Cooper City that the provisions of this Ordinance shall become and be made a part of the Cooper City

Municipal Code of Ordinances and that the sections of this Ordinance may be renumbered or relettered and the word “Ordinances” may be changed to “Chapter,” “Section,” “Article,” or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed.

Section 7. This Ordinance shall become effective upon passage; however, the provisions of this Ordinance that are specified to take effect as of a date certain shall take effect as of the date specified herein

PASSED AND ADOPTED on First Reading this ___ day of _____, 2024.

PASSED AND ADOPTED on Second Reading this __ day of _____, 2024.

_____
Greg Ross, Mayor

ATTEST:

_____
Tedra Allen, City Clerk

Approved as to Form:

_____
Jacob Horowitz, City Attorney

ROLL CALL:

Mayor Ross	_____
Commissioner Green	_____
Commissioner Shrouder	_____
Commissioner Katzman	_____
Commissioner Mallozzi	_____

P: 954.527.1616 | F: 954.525.

March 22, 2024

Board of Trustees
City of Cooper City
Firefighters Retirement Plan

Dear Committee Members:

As requested, we have reviewed the proposed Ordinance amending the City of Cooper City Firefighters Retirement Plan ("Plan"). The proposed ordinance would revise Section 2-158, Article IX "Disability" to incorporate provisions of Florida Statutes Chapter 112.1816 which provides that a firefighter who is diagnosed with certain specified cancers is presumed to have contracted those cancers while in the line of duty for purposes of determining the disability or death benefit payable from the Plan.

Upon adoption of this ordinance, firefighters who become disabled prior to retirement as a result of cancer (as defined in Section 112.1816(1), Florida Statutes) or from the treatment of such cancer (as defined in Section 112.1816(1), Florida Statutes) shall be considered to have become disabled in the line of duty. However, because there are no active members remaining in the Plan, it is our opinion that the proposed change has no measurable actuarial cost to the Plan, as contemplated by the statutes relating to Actuarial Impact Statements.

A draft of the Ordinance is attached to this letter.

Because the changes will not have a material actuarial impact, it is our opinion that a formal Actuarial Impact Statement is not required. However, a copy of this letter and the proposed ordinance should be sent to the Municipal Police Officers and Firefighters' Retirement Trust Funds Office and to the Bureau of Local Retirement Systems before the final public hearing on the ordinance.

Piotr Krekora is a member of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein.

The undersigned actuary is independent of the plan sponsor.

We welcome your questions and comments.

Sincerely yours,

Piotr Krekora, ASA, MAAA
Senior Consultant & Actuary

Enclosures

SUGARMAN & SUSSKIND
PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW

Robert A. Sugarman♦
Howard S. Susskind
Kenneth R. Harrison, Sr.
D. Marcus Braswell, Jr.
Pedro A. Herrera
David Robinson
Ivelisse Berio LeBeau

♦Board Certified Labor
& Employment Lawyer

100 Miracle Mile
Suite 300
Coral Gables, Florida 33134
(305) 529-2801
Broward 327-2878
Toll Free 1-800-329-2122
Facsimile (305) 447-8115

2019 Legislative Update

Ch. 2019-21, Laws of Florida

On May 5, 2019, Governor DeSantis signed Senate Bill 426 into law. The bill, Chapter 2019-21, Laws of Florida, will take effect on July 1, 2019, and will be codified as Florida Statute 112.1816. The bill provides firefighters who are diagnosed with twenty-one (21) certain forms of cancer eligibility to receive certain additional healthcare, disability and/or death benefits. Specifically, in lieu of pursuing workers' compensation coverage, a firefighter is entitled to cancer treatment and a one-time cash payout of $25,000, upon the firefighter's initial diagnosis of an applicable enumerated form of cancer.

The new law provides that the term "cancer" includes: bladder cancer, brain cancer, breast cancer, cervical cancer, colon cancer, esophageal cancer, invasive skin cancer, kidney cancer, large intestinal cancer, lung cancer, malignant melanoma, mesothelioma, multiple myeloma, non-Hodgkin's lymphoma, oral cavity and pharynx cancer, ovarian cancer, prostate cancer, rectal cancer, stomach cancer, testicular cancer, and thyroid cancer.

In order to be entitled to such benefits, the firefighter must:

- Be employed full-time as a firefighter;
- Be employed by the state, university, city, county, port authority, special district, or fire control district;
- Have been employed by his or her employer for at least five continuous years;
- Not have used tobacco products for at least the preceding five years; and
- Have not been employed in any other position in the preceding five years, which is proven to create a higher risk for cancer.

Furthermore, under the new statute, the employer must provide coverage within an employer-sponsored health plan or through a group health insurance trust fund. Additionally, the employer must timely reimburse the firefighter for any out-of-pocket deductible, co-payment, or coinsurance costs incurred due to the treatment of cancer. Additionally, if a firefighter has retired or terminated employment and is then diagnosed with cancer, those individuals must have remained on the previous employer's health plan (or health group trust) in order to receive coverage as specified above for up to 10 years after such separation so long as the firefighter otherwise met the criteria specified above when he or she terminated employment and was not subsequently employed as a firefighter following that date.

From a pension plan's perspective, the new law requires the Board of Trustees considering disability and/or death benefit application for firefighter members who either, are found to be disabled from rendering useful and efficient service as a firefighter, or have died as a result of one of the enumerated specified forms of cancer, to presume that such disability or death were suffered in the line of duty.

PLAN OF ACTION

An amendment to your pension plan, and corresponding actuarial impact statement, should be incorporated to account for the new statutory presumptions affecting disability and death benefits afforded by your pension plan. Although the legislature has stated that the fiscal impact on state and local governments employing firefighters is "indeterminate," the Board should seek recommendations from its actuary as to potential impacts to plan assumptions and methodologies.

CITY COMMISSION
ORDINANCE/RESOLUTION

TITLE: **Ordinance 24-02 (Administration)**

DATE: April 9, 2024

DESCRIPTION: AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING ORDINANCE NO. 2023-21, ADOPTED ON SEPTEMBER 26, 2023; PROVIDING FOR AN AMENDED BUDGET FOR FISCAL YEAR 2023-2024 FOR THE CITY, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

CITY MANAGER RECOMMENDATION:
The City Manager recommends the review of the proposed Exhibit "A" and approval of Ordinance 24-02, approving a budget amendment to appropriate funds from the American Rescue Plan Act (ARPA) of 2021 to implement the projects being considered under the City's Plan and recommends authorizing the City Manager to re-appropriate funds within each eligible expenditure category for project implementation.

BACKGROUND OF ITEM:
At the October 26th, 2021, November 30th, 2021, and January 25th, 2022, Commission meetings, the Commission approved a final list of projects and initiatives using ARPA funds. These projects were memorialized in the budget adopted by the City in September of 2022. This past summer, a new budget for ARPA was not adopted; instead, that budget was delayed for an opportunity to completely review and rework the budget with the assistance of the consulting firm Witt O'Brien's. The result is a prepared multi-year ARPA budget for the Commission's consideration. To expend the funds for these projects/initiatives, it is recommended that a budget amendment be approved. This item was brought before the City Commission on January 23, 2024 and we have worked to incorporate changes to the summary and the budget based on requested feedback at that meeting. Ordinance 24-02 was passed on 1st reading on March 12, 2024.

ANALYSIS:
The attached list (Exhibit "A") summarizes the requested appropriations for ARPA projects/initiatives to complete the plan expenditures. The recommended Budget is being brought to the Commission for discussion and approval, to allow staff to move forward with an appropriate spending plan. Based on the ARPA guidelines, these funds are required to be obligated by December 2024 and spent by December 2026.

FISCAL IMPACT:
The budget amendment requests an appropriation of funds to eligible categories and allowable expenditures to fund the activities for the ARPA projects (Exhibit "A"). These appropriations will support future general fund capital projects and, equally important, grant match funding for future additional city projects.

ALTERNATIVES:
None

ATTACHMENTS:
1. Ordinance 24-02
2. ARPA Budget Summary

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*FINANCIAL IMPACT: ...	03/27/24 12:00 PM
Willams, Irwin	Assigned to Finance Director	COMPLETE: Forward t...	03/27/24 04:36 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward t...	03/27/24 04:45 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward t...	03/28/24 03:17 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End ...	04/01/24 05:05 PM
Allen, Tedra	END WORKFLOW - APPROVED		04/03/24 02:18 PM

ORDINANCE NO. 24-02

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING ORDINANCE NO. 2023-20, ADOPTED ON SEPTEMBER 26, 2023; PROVIDING FOR AN AMENDED BUDGET FOR FISCAL YEAR 2023-2024 FOR THE CITY, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on September 26, 2023, the City Commission of the City of Cooper City adopted Ordinance No. 2023-20, thereby adopting a budget for the Fiscal Year 2023-2024; and

WHEREAS, certain revisions to the Fiscal Year 2023-2024 budget are now necessary, in accordance with Section 166.241, F.S.; and

WHEREAS, City Staff has reviewed the proposed amendments to the Fiscal Year 2023-2024 budget, and recommends the adoption of the same by the City Commission;

WHEREAS, the City Commission has reviewed the proposed budget amendments set forth in Exhibit "A" and finds the adoption thereof to be in the best interests of the citizens and residents of the City of Cooper City, Florida; and

WHEREAS, the City of Cooper City, Florida adopts the definition of obligation, as stated in the ARPA Final Rule, to mean "an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment." In the case of unique circumstances, such as payroll costs, the City of Cooper City, Florida will follow state or local law and its own established practices and policies regarding when it considers having incurred an obligation and how those obligations are documented.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby incorporated herein and made a part hereof.

Section 2. The City Commission of the City of Cooper City hereby amends Ordinance No. 2023-20 as provided in the Amended Budget for the Fiscal Year 2023-2024, a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference.

Section 3. The provisions of this ordinance shall not be deemed to be a limitation on the powers granted to the City Commission by the City Charter, which relates to the fiscal management of the City's funds.

Section 4. All ordinances or parts of ordinances and resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, or other part or application of this ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force or effect.

Section 6. This Ordinance shall become effective immediately upon its passage and adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED on First Reading this _____ day of _____, 2024.

PASSED AND FINAL ADOPTION on Second Reading this _____ day of _____, 2024.

_____
GREG ROSS
Mayor

ATTEST:

_____
TEDRA ALLEN
City Clerk

ROLL CALL

Mayor Ross	_____
Commissioner Green	_____
Commissioner Shrouder	_____
Commissioner Katzman	_____
Commissioner Mallozzi	_____

APPROVED AS TO LEGAL FORM:

_____
JACOB G. HOROWITZ
City Attorney

Exhibit A

Cooper City, FL Total ARPA Allocation: $17,930,560
Cooper City, FL Revenue Replacement Standard Election Allowance: $10,000,000
Cooper City, FL Non- Replacement: $7,930,560

Total Revenue Replacement				
Total Proposed Appropriation	**Actual GL Expenditures**	**Total Proposed '23/'24**	**Total Proposed '24/'25**	**Total Proposed '25/'26**
$10,000,000	$2,873,485	$7,078,515	$48,000	-

Total Non-Revenue Replacement Categories - All				
Total Proposed Appropriation	**Actual GL Expenditures**	**Total Proposed '23/'24**	**Total Proposed '24/'25**	**Total Proposed '25/'26**
$7,930,560	$2,691,293	$2,891,496	$1,899,814	$447,958

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Overview of Projects by Expenditure Category

Overview of ARPA Appropriation by Expenditure Category	
	Proposed ARPA Appropriation
7.1 Administrative Expenses	$669,906
6.1 Revenue Replacement	$10,000,000
5.6 Infrastructure Water and Sewer/Clean Water: Stormwater	$1,118,754
5.2 Infrastructure Water and Sewer/Clean Water: Centralized Wastewater Collection	$1,048,431
4.1 Premium Pay	$46,500
3.4 Public Health Negative Economic Impact: Public Sector Capacity	$2,203,406
3.2 Public Health Negative Economic Impact: Rehiring Public Sector Staff	$2,784,418
3.1 Public Health Negative Economic Impact: Payroll and Benefits for Public Health, Public Safety, or Human Services Workers	$59,145
TOTAL:	$17,930,560

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Overview of ARPA Appropriation by Projects and Fiscal Year				
Expenditure Category	**Project Name and GL Number/ Project Code**	**Proposed '23/'24**	**Proposed '24/'25**	**Proposed '25/'26**
3.2 Public Health Negative Economic Impact: Rehiring Public Sector Staff	BSO - Restoration of Detective (technology) *110-160-531281-521*	$175,000	$183,750	$192,940
3.2 Public Health Negative Economic Impact: Rehiring Public Sector Staff	BSO - Restoration of Deputy (traffic) *110-160-531281-521*	$175,000	$183,750	$192,940
3.2 Public Health Negative Economic Impact: Rehiring Public Sector Staff	BSO – General Public Safety *TBD*	$534,269	$534,269	-
3.4 Public Health Negative Economic Impact: Public Sector Capacity	STARS Grant Program *TBD*	$100,000	$100,000	-
3.4 Public Health Negative Economic Impact: Public Sector Capacity	Automated License Plate Reader Program *110-160-564320-519-APLPR*	$315,198	-	-
3.4 Public Health Negative Economic Impact: Public Sector Capacity	Contract Service for Digitizing *110-160-531100-519-csdd*	$45,000	$45,000	-
3.4 Public Health Negative Economic Impact: Public Sector Capacity	HVAC Improvements (Police) *110-160-566000-519-HVAC1*	$198,625	-	-
5.2 Infrastructure Water and Sewer/Clean Water: Centralized Wastewater Collection	WWTP Effluent Pump & VFD Replacement *110-160-563435-536-WWTPE*	$798,663	$126,000	-
5.6 Infrastructure Water and Sewer/Clean Water: Stormwater	SW 49 St Culvert Replacement *110-160-563436-536-CULVE*	$350,000	$552,045	-
5.6 Infrastructure Water and Sewer/Clean Water: Stormwater	Drainage for Bill Lips Sports Complex – STW *110-160-563370-538-STW01*	$24,741	-	-
7.1 Administrative Expenses	ARPA Administration *110-160-531100-519*	$175,000	$175,000	$62,078

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Overview of ARPA Appropriation by Projects and Fiscal Year				
Expenditure Category	**Project Name and GL Number/ Project Code**	**Proposed '23/'24**	**Proposed '24/'25**	**Proposed '25/'26**
6.1 Revenue Replacement	Police (and possibly Fire) Personnel Costs TBD	$6,531,145	-	-
6.1 Revenue Replacement	Fire Apparatus & City Vehicle 110-160-564520-VEHFI	$481,620	-	-
6.1 Revenue Replacement	Pool & Tennis Center Re-Marciting 110-160-563160-519-POOL1	$17,750	-	-
6.1 Revenue Replacement	Capital Projects Supervisor - contracted 110-160-531100-519-CPROS	$48,000	$48,000	-
Total:		$9,970,011	$1,947,814	$447,958

[Remainder of page left intentionally blank]

Cooper City Coronavirus State and Local Fiscal Recovery Funds (SLFRF)

Cooper City, FL Total ARPA Allocation: $17,930,560
Cooper City, FL Revenue Replacement Standard Election Allowance: $10,000,000
Cooper City, FL Non- Replacement: $7,930,560

Total Revenue Replacement				
Total Proposed Appropriation	Actual GL Expenditures	Total Proposed '23/24	Total Proposed '24/'25	Total Proposed '25/'26
$10,000,000	$2,873,485	$7,078,515	$48,000	-

Total Non-Revenue Replacement Categories - All				
Total Proposed Appropriation	Actual GL Expenditures	Total Proposed '23/'24	Total Proposed '24/'25	Total Proposed '25/'26
$7,930,560	$2,691,293	$2,891,496	$1,899,814	$447,958

DRAFT

Overview of ARPA Appropriation by Expenditure Category						
	January 2022 Commission Approved ARPA Appropriation - Schedule A	**Adjustment to Balance ARPA Appropriation to Funds Received**	**Current ARPA Appropriation Amount**	**Proposed ARPA Appropriation**	**Difference from Current ARPA Appropriation to Proposed ARPA Appropriation**	**Actual GL Expenditures '20 to '23**
7.1 Administrative Expenses	$730,829	($60,923)	$669,906	$669,906	-	$257,828
6.1 Revenue Replacement	$3,926,009	$16,141	$3,942,150	$10,000,000	$6,057,850	$2,873,485
5.6 Infrastructure Water and Sewer/Clean Water: Stormwater	$1,210,000	-	$1,210,000	$1,118,754	($91,246)	$191,968
5.2 Infrastructure Water and Sewer/Clean Water: Centralized Wastewater Collection	$250,000	-	$250,000	$1,048,431	$798,431	$123,768
4.1 Premium Pay	$50,000	-	$50,000	$46,500	($3,500)	$46,500
3.4 Public Health Negative Economic Impact: Public Sector Capacity	$3,030,000	$373,207	$3,403,207	$2,203,406	($1,199,801)	$1,399,584
3.2 Public Health Negative Economic Impact: Rehiring Public Sector Staff	$950,000	($337,500)	$612,500	$2,784,418	$2,171,918	$612,500
3.1 Public Health Negative Economic Impact: Payroll and Benefits for Public Health, Public Safety, or Human Services Workers	$62,200	-	$62,200	$59,145	($3,055)	$59,145
No Longer ARPA Funded Proposed Projects	$8,739,851	($1,719,615)	$7,020,236	-	-	-
TOTAL:	$18,948,889	($1,728,690)	$17,220,199	$17,930,560	$7,730,597	$5,564,778

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Overview of ARPA Appropriation by Projects and Expenditure Category

7.1 Administrative Expenses						
Eligible Uses:						
Project Name and GL Number/ Project Code	**January 2022 Commission Approved ARPA Appropriation - Schedule A**	**Adjustment to Balance ARPA Appropriation to Funds Received**	**Current ARPA Appropriation Amount**	**Proposed ARPA Appropriation**	**Difference from Current ARPA Appropriation to Proposed ARPA Appropriation**	**Actual GL Expenditures '20 to '23**
ARPA Administration Costs *110-160-531100-519*	$730,829	($60,923)	$669,906	$669,906	-	$257,828
						Comments:
7.1 Administrative Expenses Expenditure Category Total:	$730,829	($60,923)	$669,906	$669,906	-	$257,828

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6.1 Revenue Replacement						
Eligible Uses: Provision of Government Services						
Project Name and GL Number/ Project Code	**January 2022 Commission Approved Appropriation - Schedule A**	**Adjustment to Balance ARPA Appropriation to Funds Received**	**Current ARPA Appropriation Amount**	**Proposed ARPA Appropriation**	**Difference from Current ARPA Appropriation to Proposed ARPA Appropriation**	**Actual GL Expenditures '20 to '23**
Police (and possibly Fire) Personnel Costs *TBD*	-	-	-	$6,531,145	$6,531,145	-
						Comments:
Transparency Portal for Budget & Financials *110-160-531100-519-tpbf1*	$50,310	-	$50,310	$48,500	($1,810)	$48,500
						Comments:
JustFOIA(or similar)Public Records Request solution *110-160-531100-519-PRRR*	$5,000	$4,891	$9,891	$9,891	-	$9,891
						Comments:
QLESS System-Building department queueing system *110-160-534410-519*	$6,000	($499)	$5,501	$5,501	-	$5,501
						Comments:
Fire Apparatus & City Vehicle *110-160-564520-VEHFI*	$2,665,699	-	$2,665,699	$2,671,746	$6,047	$2,190,126
						Comments:

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6.1 Revenue Replacement						
Eligible Uses: Provision of Government Services						
Project Name and GL Number/ Project Code	**January 2022 Commission Approved Appropriation - Schedule A**	**Adjustment to Balance ARPA Appropriation to Funds Received**	**Current ARPA Appropriation Amount**	**Proposed ARPA Appropriation**	**Difference from Current ARPA Appropriation to Proposed ARPA Appropriation**	**Actual GL Expenditures '20 to '23**
Pool & Tennis Center Re-Marciting *110-160-563160-519-POOL1*	$75,000	$34,379	$109,379	$127,129	$17,750	$109,379
						Comments:
Capital Projects Supervisor - contracted *110-160-531100-519-CPROS*	$96,000	-	$96,000	$96,000	-	-
						Comments:
Desktop Central Cloud *110-160-531100-519-dcc01*	$12,000	$682	$12,682	$12,682	-	$12,682
						Comments:
Short Term Rental Software *110-160-531100-519-STRSS*	$10,000	-	$10,000	$8,131	($1,869)	$8,131
						Comments:
GIS – PW *110-160-531100-519-gispw*	$10,000	-	$10,000	$7,795	($2,205)	$7,795
						Comments:

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6.1 Revenue Replacement						
Eligible Uses: Provision of Government Services						
Project Name and GL Number/ Project Code	**January 2022 Commission Approved Appropriation - Schedule A**	**Adjustment to Balance ARPA Appropriation to Funds Received**	**Current ARPA Appropriation Amount**	**Proposed ARPA Appropriation**	**Difference from Current ARPA Appropriation to Proposed ARPA Appropriation**	**Actual GL Expenditures '20 to '23**
NUTANIX Cluster *110-160-564320-519-NUTAN*	$135,000	($24,520)	$110,480	$110,480	-	$110,480
						Comments:
Business Expo and Taste of the City *110-160-532471-519*	$11,000	$1,208	$12,208	$12,208	-	$12,208
						Comments:
Potential Non-profit assistance *110-160-536601-519-NONPR*	$50,000	-	$50,000	$10,000	($40,000)	$10,000
						Comments:
Small Business Grants *110-160-536601-519-SMBU1*	$300,000	-	$300,000	$148,218	($151,782)	$148,218
						Comments:
Utility Assistance – residential *110-160-536601-519-UAR01*	$200,000	-	$200,000	$8,733	($191,267)	$8,733
						Comments:

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6.1 Revenue Replacement						
Eligible Uses: Provision of Government Services						
Project Name and GL Number/ Project Code	**January 2022 Commission Approved Appropriation - Schedule A**	**Adjustment to Balance ARPA Appropriation to Funds Received**	**Current ARPA Appropriation Amount**	**Proposed ARPA Appropriation**	**Difference from Current ARPA Appropriation to Proposed ARPA Appropriation**	**Actual GL Expenditures '20 to '23**
Mortgage Assistance – residential *110-160-536601-519-MAR01*	$250,000	($2,500)	$247,500	$139,341	($108,159)	$139,341
						Comments:
Rental Assistance – residential *110-160-536601-519-RAR01*	$50,000	$2,500	$52,500	$52,500	-	$52,500
						Comments:
6.1 Revenue Replacement Expenditure Category Total:	$3,926,009	$16,141	$3,942,150	$10,000,000	$6,057,850	$2,873,485

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5.6 Infrastructure Water and Sewer/Clean Water: Stormwater						
Eligible Uses: Culvert repair, resizing, removal, and replacement of storm sewers and additional types of stormwater infrastructure						
Project Name and GL Number/ Project Code	**January 2022 Commission Approved Appropriation - Schedule A**	**Adjustment to Balance ARPA Appropriation to Funds Received**	**Current ARPA Appropriation Amount**	**Proposed ARPA Appropriation**	**Difference from Current ARPA Appropriation to Proposed ARPA Appropriation**	**Actual GL Expenditures '20 to '23**
Drainage for Bill Lips Sports Complex – STW *110-160-563370-538-STW01*	$250,000	-	$250,000	$158,754	($91,246)	$134,013
						Comments:
SW 49 St Culvert Replacement *110-160-563436-536-CULVE*	$960,000	-	$960,000	$960,000	-	$57,955
						Comments:
5.6 Infrastructure Water and Sewer/Clean Water: Stormwater Expenditure Category Total:	$1,210,000	-	$1,210,000	$1,118,754	($91,246)	$191,968

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5.2 Infrastructure Water and Sewer/Clean Water: Centralized Wastewater Collection and Conveyance						
Eligible Uses: Reuse or recycling of wastewater, stormwater, or subsurface drainage water						
Project Name and GL Number/ Project Code	**January 2022 Commission Approved Appropriation - Schedule A**	**Adjustment to Balance ARPA Appropriation to Funds Received**	**Current ARPA Appropriation Amount**	**Proposed ARPA Appropriation**	**Difference from Current ARPA Appropriation to Proposed ARPA Appropriation**	**Actual GL Expenditures '20 to '23**
WWTP Effluent Pump & VFD Replacement *110-160-563435-536-WWTPE*	$250,000	-	$250,000	$1,048,431	$798,431	$123,768
						Comments:
5.2 Infrastructure Water and Sewer/Clean Water: Centralized Wastewater Collection and Conveyance Expenditure Category Total:	$250,000	-	$250,000	$1,048,431	$798,431	$123,768

4.1 Premium Pay						
Eligible Uses: Compensation for eligible workers performing essential work during the pandemic						
Project Name and GL Number/ Project Code	**January 2022 Commission Approved Appropriation - Schedule A**	**Adjustment to Balance ARPA Appropriation to Funds Received**	**Current ARPA Appropriation Amount**	**Proposed ARPA Appropriation**	**Difference from Current ARPA Appropriation to Proposed ARPA Appropriation**	**Actual GL Expenditures '20 to '23**
Potential premium pay for essential staff *110-160-512100-519-premi*	$50,000	-	$50,000	$46,500	($3,500)	$46,500
						Comments:
4.1 Premium Pay Expenditure Category Total:	$50,000	-	$50,000	$46,500	($3,500)	$46,500

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3.4 Public Health Negative Economic Impact: Public Sector Capacity: Effective Service Delivery						
Project Eligible Use – Multiple						
Project Name and GL Number/ Project Code	**January 2022 Commission Approved Appropriation - Schedule A**	**Adjustment to Balance ARPA Appropriation to Funds Received**	**Current ARPA Appropriation Amount**	**Proposed ARPA Appropriation**	**Difference from Current ARPA Appropriation to Proposed ARPA Appropriation**	**Actual GL Expenditures '20 to '23**
STARS Grant Program *TBD*	-	-	-	$200,000	$200,000	-
						Comments:
Real-time Crime Center *110-160-564320-519-RTCC1*	$320,000	-	$320,000	$287,519	($32,481)	$287,518
						Comments:
Renovations for City Hall, pool & tennis center, etc. *110-160-566200-519-HSDCC*	$1,500,000	-	$1,500,000.00	$42,841	($1,457,159)	$42,841
						Comments:
Automated License Plate Reader Program *110-160-564320-519-APLPR*	$600,000	-	$600,000.00	$725,000	$125,000	$409,802
						Comments:
Smart Camera Program *110-160-564320-519-SCP01*	$223,000	$37,750	$260,750	$260,750	-	$260,751
						Comments:

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3.4 Public Health Negative Economic Impact: Public Sector Capacity: Effective Service Delivery						
Project Eligible Use – Multiple						
Project Name and GL Number/ Project Code	**January 2022 Commission Approved Appropriation - Schedule A**	**Adjustment to Balance ARPA Appropriation to Funds Received**	**Current ARPA Appropriation Amount**	**Proposed ARPA Appropriation**	**Difference from Current ARPA Appropriation to Proposed ARPA Appropriation**	**Actual GL Expenditures '20 to '23**
Contract Service for Digitizing *110-160-531100-519-csdd*	$60,000	-	$60,000	$90,000	$30,000	-
						Comments:
Audio/visual Improvements for Chambers *110-160-564320-519-avcha*	$30,000	$2,725	$32,725	$32,725	-	$32,726
						Comments:
Advisory Board Senior Expo 3 Yrs. *110-160-537100-519*	$12,600	-	$12,600	$3,077	($9,523)	$3,077
						Comments:
Partial funding-Quest Corp-Social Media/Marketing *110-160-531100-519*	$10,000	-	$10,000	$8,320	($1,680)	$8,320
						Comments:
HVAC Improvements (Police) *110-160-566000-519-HVAC1*	$125,000	$206,120	$331,120	$369,122	$38,002	$170,497
						Comments:

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3.4 Public Health Negative Economic Impact: Public Sector Capacity: Effective Service Delivery						
Project Eligible Use – Multiple						
Project Name and GL Number/ Project Code	**January 2022 Commission Approved Appropriation - Schedule A**	**Adjustment to Balance ARPA Appropriation to Funds Received**	**Current ARPA Appropriation Amount**	**Proposed ARPA Appropriation**	**Difference from Current ARPA Appropriation to Proposed ARPA Appropriation**	**Actual GL Expenditures '20 to '23**
HYCU Office 365 SAAS Backup *110-160-531100-519-HYCUO*	$5,800	$1,612	$7,412	$7,412	-	$7,412
						Comments:
Network Switch Replacement *110-160-564320-519-NETWS*	$40,000	-	$40,000	$37,967	($2,033)	$37,967
						Comments:
On The Spot Cleaning - Fitness Center *110-160-534410-519*	$3,600	-	$3,600	$2,995	($605)	$2,995
						Comments:
Cyber Security Infrastructure Monitoring *110-160-564320-519-CYBER*	$100,000	$125,000	$225,000	$135,678	($89,322)	$135,678
						Comments:
3.4 Public Health Negative Economic Impact: Public Sector Capacity: Effective Service Delivery Expenditure Category Total:	$3,030,000	$373,207	$3,403,207	$2,203,406	($1,199,801)	$1,399,584

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3.2 Public Health Negative Economic Impact: Rehiring Public Sector Staff						
Project Eligible Use - Multiple						
Project Name and GL Number/ Project Code	**January 2022 Commission Approved Appropriation - Schedule A**	**Adjustment to Balance ARPA Appropriation to Funds Received**	**Current ARPA Appropriation Amount**	**Proposed ARPA Appropriation**	**Difference from Current ARPA Appropriation to Proposed ARPA Appropriation**	**Actual GL Expenditures '20 to '23**
BSO - Restoration of Detective (technology) *110-160-531281-521*	$525,000	($175,000)	$350,000	$901,690	$551,690	$350,000
						Comments:
BSO - Restoration of Deputy (traffic) *110-160-531281-521*	$425,000	($162,500)	$262,500	$814,190	$551,690	$262,500
						Comments:
BSO – General Public Safety *TBD*	-	-	-	$1,068,538	$1,068,538	-
						Comments:
3.2 Public Health Negative Economic Impact: Rehiring Public Sector Staff Expenditure Category Total:	$950,000	($337,500)	$612,500	$2,784,418	$2,171,918	$612,500

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3.1 Public Health Negative Economic Impact: Payroll and Benefits for Public Health, Public Safety, or Human Services Workers						
Project Eligible Use - Multiple						
Project Name and GL Number/ Project Code	**January 2022 Commission Approved Appropriation - Schedule A**	**Adjustment to Balance ARPA Appropriation to Funds Received**	**Current ARPA Appropriation Amount**	**Proposed ARPA Appropriation**	**Difference from Current ARPA Appropriation to Proposed ARPA Appropriation**	**Actual GL Expenditures '20 to '23**
COVID leave - costs reimbursement *110-160-512100-519*	$44,000	-	$44,000	$41,484	($2,516)	$41,484
						Comments:
Reimbursement for unemployment insurance *110-160-512100-519*	$4,200	-	$4,200	$4,200	-	$4,200
						Comments:
Partial funding for Communications Coordinator *110-160-512100-519*	$14,000	-	$14,000	$13,461	($539)	$13,461
						Comments:
Expenditure Category Total:	$62,200	-	$62,200	$59,145	($3,055)	$59,145

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Overview of ARPA Appropriation by Projects and Fiscal Year

Overview of ARPA Appropriation by Projects and Fiscal Year				
Expenditure Category	**Project Name and GL Number/ Project Code**	**Proposed '23/'24**	**Proposed '24/'25**	**Proposed '25/'26**
3.2 Public Health Negative Economic Impact: Rehiring Public Sector Staff	BSO - Restoration of Detective (technology) *110-160-531281-521*	$175,000	$183,750	$192,940
3.2 Public Health Negative Economic Impact: Rehiring Public Sector Staff	BSO - Restoration of Deputy (traffic) *110-160-531281-521*	$175,000	$183,750	$192,940
3.2 Public Health Negative Economic Impact: Rehiring Public Sector Staff	BSO – General Public Safety *TBD*	$534,269	$534,269	-
3.4 Public Health Negative Economic Impact: Public Sector Capacity	STARS Grant Program *TBD*	$100,000	$100,000	-
3.4 Public Health Negative Economic Impact: Public Sector Capacity	Automated License Plate Reader Program *110-160-564320-519-APLPR*	$315,198	-	-
3.4 Public Health Negative Economic Impact: Public Sector Capacity	Contract Service for Digitizing *110-160-531100-519-csdd*	$45,000	$45,000	-
3.4 Public Health Negative Economic Impact: Public Sector Capacity	HVAC Improvements (Police) *110-160-566000-519-HVAC1*	$198,625	-	-
5.2 Infrastructure Water and Sewer/Clean Water: Centralized Wastewater Collection	WWTP Effluent Pump & VFD Replacement *110-160-563435-536-WWTPE*	$798,663	$126,000	-
5.6 Infrastructure Water and Sewer/Clean Water: Stormwater	SW 49 St Culvert Replacement *110-160-563436-536-CULVE*	$350,000	$552,045	-
5.6 Infrastructure Water and Sewer/Clean Water: Stormwater	Drainage for Bill Lips Sports Complex – STW *110-160-563370-538-STW01*	$24,741	-	-
7.1 Administrative Expenses	ARPA Administration *110-160-531100-519*	$175,000	$175,000	$62,078

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Overview of ARPA Appropriation by Projects and Fiscal Year				
Expenditure Category	**Project Name and GL Number/ Project Code**	**Proposed '23/'24**	**Proposed '24/'25**	**Proposed '25/'26**
6.1 Revenue Replacement	Police (and possibly Fire) Personnel Costs *TBD*	$6,531,145	-	-
6.1 Revenue Replacement	Fire Apparatus & City Vehicle *110-160-564520-VEHFI*	$481,620	-	-
6.1 Revenue Replacement	Pool & Tennis Center Re-Marciting *110-160-563160-519-POOL1*	$17,750	-	-
6.1 Revenue Replacement	Capital Projects Supervisor - contracted *110-160-531100-519-CPROS*	$48,000	$48,000	-
Total:		$9,970,011	$1,947,814	$447,958

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Overview of ARPA Expenditures No Longer Proposed/Planned to be ARPA Funded						
	January 2022 Commission Approved ARPA Appropriation - Schedule A	Adjustment to Balance ARPA Appropriation to Funds Received	Current ARPA Appropriation Amount	Proposed ARPA Appropriation	Difference from Current ARPA Appropriation to Proposed ARPA Appropriation	Actual GL Expenditures '20 to '23
7.1 Administrative Expenses	$25,000	$25,000	$50,000	-	($50,000)	-
6.1 Revenue Replacement	$3,713,651	($1,744,615)	$1,969,036	-	($1,969,036)	-
5.2 Infrastructure Water and Sewer/Clean Water: Centralized Wastewater Collection	$5,000,000	-	$5,000,000	-	($5,000,000)	-
3.4 Public Health Negative Economic Impact: Public Sector Capacity	$1,200	-	$1,200	-	($1,200)	-
TOTAL:	$8,739,851	($1,719,615)	$7,020,236	-	($7,020,236)	-

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Overview of ARPA Expenditures No Longer Proposed/Planned to be ARPA Funded

7.1 Administrative Expenses						
Eligible Uses:						
Project Name and GL Number/ Project Code	**January 2022 Commission Approved ARPA Appropriation - Schedule A**	**Adjustment to Balance ARPA Appropriation to Funds Received**	**Current ARPA Appropriation Amount**	**Proposed ARPA Appropriation**	**Difference from Current ARPA Appropriation to Proposed ARPA Appropriation**	**Actual GL Expenditures '20 to '23**
Admin Costs - Non-ARPA *110-160-531100-519-NARPA*	$25,000	$25,000	$50,000	-	($50,000)	-
						Comments:
Expenditure Category Total:	$25,000	$25,000	$50,000	-	($50,000)	-

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6.1 Revenue Replacement						
Eligible Uses: Provision of Government Services						
Project Name and GL Number/ Project Code	**January 2022 Commission Approved Appropriation - Schedule A**	**Adjustment to Balance ARPA Appropriation to Funds Received**	**Current ARPA Appropriation Amount**	**Proposed ARPA Appropriation**	**Difference from Current ARPA Appropriation to Proposed ARPA Appropriation**	**Actual GL Expenditures '20 to '23**
Electronic Permitting *110-160-564320-519-ELPCD*	$884,052	-	$884,052	-	($884,052)	-
						Comments:
Police Start-up *110-160-531190-521-POLIC*	$2,126,599	($1,474,615)	$651,984	-	($651,984)	-
						Comments:
Reinstate furloughed & part-time employees *110-160-512100-519-REIN*	$113,000	-	$113,000	-	($113,000)	-
						Comments:
Contracts Management Software Implementation *110-160-531100-519-cmsi1*	$20,000	$40,000	$60,000	-	($60,000)	-
						Comments:
Certified Information Security Officer – remote *110-160-531100-519-cisco*	$50,000	-	$50,000	-	($50,000)	-
						Comments:

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6.1 Revenue Replacement						
Eligible Uses: Provision of Government Services						
Project Name and GL Number/ Project Code	**January 2022 Commission Approved Appropriation - Schedule A**	**Adjustment to Balance ARPA Appropriation to Funds Received**	**Current ARPA Appropriation Amount**	**Proposed ARPA Appropriation**	**Difference from Current ARPA Appropriation to Proposed ARPA Appropriation**	**Actual GL Expenditures '20 to '23**
GIS - community development *110-160-531100-519-giscd*	$10,000	-	$10,000	-	($10,000)	-
						Comments:
Cybersecurity Pen Test *110-160-531100-519-pents*	$10,000	-	$10,000	-	($10,000)	
						Comments:
SharePoint *110-160-531100-519-shpoi*	$20,000	-	$20,000	-	($20,000)	
						Comments:
Records Management System – Laserfich *110-160-531190-519*	$60,000	-	$60,000	-	($60,000)	
						Comments:
Senior Transportation *110-160-536610-540-SRTRA*	$2,000	-	$2,000	-	($2,000)	
						Comments:
Wi-Fi at 3 Sports Complex, Memorial Park, dog Park *110-160-564320-519-WIFI3*	$68,000	-	$68,000		($68,000)	
						Comments:

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6.1 Revenue Replacement						
Eligible Uses: Provision of Government Services						
Project Name and GL Number/ Project Code	**January 2022 Commission Approved Appropriation - Schedule A**	**Adjustment to Balance ARPA Appropriation to Funds Received**	**Current ARPA Appropriation Amount**	**Proposed ARPA Appropriation**	**Difference from Current ARPA Appropriation to Proposed ARPA Appropriation**	**Actual GL Expenditures '20 to '23**
Street Sweeper *110-160-564700-564*	$350,000	($310,000)	$40,000	-	($40,000)	-
						Comments:
6.1 Revenue Replacement Expenditure Category Total:	$3,713,651	($1,744,615)	$1,969,036	-	($1,969,036)	-

5.2 Infrastructure Water and Sewer/Clean Water: Centralized Wastewater Collection and Conveyance						
Eligible Uses: Reuse or recycling of wastewater, stormwater, or subsurface drainage water						
Project Name and GL Number/ Project Code	**January 2022 Commission Approved Appropriation - Schedule A**	**Adjustment to Balance ARPA Appropriation to Funds Received**	**Current ARPA Appropriation Amount**	**Proposed ARPA Appropriation**	**Difference from Current ARPA Appropriation to Proposed ARPA Appropriation**	**Actual GL Expenditures '20 to '23**
Stirling Road/WWTP Headworks Facility *110-160-563436-536-STRRD*	$5,000,000	-	$5,000,000	-	($5,000,000)	-
						Comments:
Expenditure Category Total:	$5,000,000	-	$5,000,000	-	($5,000,000)	-

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3.4 Public Health Negative Economic Impact: Public Sector Capacity: Effective Service Delivery						
Project Eligible Use – Multiple						
Project Name and GL Number/ Project Code	**January 2022 Commission Approved Appropriation - Schedule A**	**Adjustment to Balance ARPA Appropriation to Funds Received**	**Current ARPA Appropriation Amount**	**Proposed ARPA Appropriation**	**Difference from Current ARPA Appropriation to Proposed ARPA Appropriation**	**Actual GL Expenditures '20 to '23**
Economic Development Printing for Mkt *110-160-531100-519-edpmm*	$1,200	-	$1,200	-	($1,200)	-
						Comments:
Expenditure Category Total:	$1,200	-	$1,200	-	($1,200)	-

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CITY OF COOPER CITY
INTERDEPARTAMENTAL BUDGET TRANSFER NOTIFICATION

TO: CITY COMMISSION

VIA: DEPT. LAW ENFORCEMENT

FROM: CITY MANAGER DATE: 3/11/2024

Notification of the following transfer of funds is provided for the reasons set forth below:

	FROM	TO
Department	Police Department	Police Department
Account Description	Public Safety Contingency Fund	Broward Sheriff's Office (BSO)
Account Number	001-510-599000-521	001-510-531281-521
Amount to be Transferred ($)	$120,074.58	$120,074.58

This Transaction	All Funds Cumulative FY 23 YTD	2.5% Limit Based on FY 23 Adopted Budget
$120,074.58	$305,812	$1,909,267

REASON:

The City Commission previously approved the addition of two vehicles to the police fleet in the previous budget year. At that time, the various order banks were closed due to national shortages. Currently, the FSA order bank for the '24 year is open. This budget transfer faciltates the movement of funds from the budgeted FY police contingency to purchase the two vehicles.

(Please Do Not Write Below This Line)

	APPROVED	DISAPPROVED
Finance		
City Manager		
Commission (≥10K)		

CITY OF COOPER CITY
INTERDEPARTAMENTAL BUDGET TRANSFER NOTIFICATION

TO: CITY COMMISSION

VIA:

FROM: CITY MANAGER DATE: 3/5/2024

Notification of the following transfer of funds is provided for the reasons set forth below:

	FROM	TO
Department	Water Plant	Water Plant
Account Description	Maintenance - Structures	Building Improvements - Building
Account Number	450-911-534450-533	450-911-566000-533
Amount to be Transferred ($)	$15,850.00	$15,850.00

This Transaction	All Funds Cumulative FY 24 YTD	2.5% Limit Based on FY 24 Adopted Budget
$15,850.00	$145,723	$1,909,267

REASON:

To fund the re-roofing of the Chlorine Building. The nature of this project requires that we post this to a departmental capital line item. We have opened this unbudgeted line item and now must fund it from where it was originally budgeted, Maintenance - Structures (an operating expense line item).

Total appropriations of this fund is NOT changed by this budget amendment.

All funds cumulative include this transaction.

(Please Do Not Write Below This Line)

	APPROVED	DISAPPROVED
Finance		
City Manager		
Commission (≥10K)		

COOPER CITY UTILITIES DEPARTMENT MEMORANDUM

DATE: February 1, 2024

TO: Hamid Nikvan, Assistant Utilities Director / Acting Utilities Director

FROM: Ryan Webster, Chief Water Plant Operator

SUBJECT: Chlorine Building Re-Roof

Recommendation:

The roof on the chlorine room is showing signs of degradation and is in need of replacement. Our existing roof has exceeded the life span of 25+ years.

Background:

Existing shingle roof has met and exceeded its life span of 25 years. Specified replacement are with in kind asphalt shingles.
This project was previously approved and then rescinded due to the contractor's inability to fulfill their obligations. The previous PO No.2023-8414 was cancelled on January 12, 2024.

Budget:

The previous PO was issued using budget line 450-911-534450-533 Maintenance of Structures

Attachments:

- Paletz Roofing
- Arcon Roofing
- Paul Bange Roofing

PALETZ ROOFING & INSPECTIONS INC.
EST. 2003
10428 W State Road 84, Unit 7 • Davie, FL 33324
Telephone:1-(833) 916-ROOF • Fax: (954) 916-6634
License # CCC1325656
Commercial & Residential

Re-Roof Proposal

Proposal prepared for:
11791 SW 49 St
Cooper City, FL 33330
954-675-8865/rwebster@coopercity.gov

Date: 2.1.2024

Safety & Quality:

Paletz Roofing & Inspections, Inc. understands that if the existing building is to be occupied during the new roof process, the safety of you as well as our employees is our priority. We will provide barriers to keep people out of some areas during the new roof process. Barriers will be visible, and the dangerous conditions explained. Our compliance with the (OSHA) Safety Regulations is as firm as our roof system.

We perform and request mandatory inspections during all our roofing projects. We have a full-time foreman at the job site for any questions that you may have. We also have staff supervisors who perform regular checkups at all projects.

Maintenance:

Maintenance is a major consideration for all roofing projects. All roof systems should undergo routine maintenance on an annual basis (at a minimum). It is also important that the individuals performing this maintenance have a strong understanding of the installed system and the Manufacturer's warranty.

Permitting and Testing:

All roofing permits costs that are required for the new roof process as well as testing to obtain the permit is included in our bid proposal. The following tests and procedures will be completed to process your roofing permit:

- Engineered signed and sealed design wind pressure calculations, (if needed).
- Metro-Dade product approval NOA for the new roof system.
- A roof plan and appendix "E" along with a uniform roofing permit application will be Submitted to your respective municipality and reviewed by a building of roofing official of the pertinent city.
- Provide roof attachment and engineered fastening pattern (if necessary) in accordance with the Florida building code.
- Notice of commencement filing with the county clerk of courts and fees before the start of the project.

Scope of Work: (Shingle Roof)

1. Tear off existing roof system to a clean workable surface.

2. Re-nail existing deck in compliance with Florida building code.

3. Change rotted wood decking up to 3 sheets of plywood and 25 lineal feet of wood fascia. Thereafter price for Wood Sheathing is $4.50 per square foot, T&G / Plank per lineal foot and $8.50 per lineal foot on Fascia.

4. Change or install any lead shields, and galvanized vents (no electrical, no gas vents), if gas vent is existing customer is aware that if a gas inspection is required customer will be charged for certification and inspection by a Certified Plumbing Contractor. (Minimum charge is $250)

5. Installation of double #30 ASTM D226, with 1¼" ring shank nails and 1 5/8" tin caps.

6. Installation of "3x3" (White) drip edge metal to the perimeter of the roof nailed with 1¼" ring shank nails.

7. Installation of 26 Gauge valley metal.

8. Install new L-Flashing at returns.

9. Installation of Owens Corning Duration Series (3-Dim) Shingles to the felt with 1¼" ring shank nails.

10. Clean area of the roof and premises of the property to customer's satisfaction.

11. This proposal does not include any mechanical, Plumbing, Electrical. Work done by others.

Notes:

- **If wall Flashing must be replaced, price will be $30 a foot. This price includes replacing the stucco. $800.00 Minimum charge.**
- **Owner is responsible for removal of any screen enclosures / solar panels & gutters.**
- **Owner is responsible for painting Fascia and Stucco.**
- **PRI does not caulk fascia boards.**
- **If there is more than (1) roof system, there will be an additional charge of $35 per square extra.**
- **If soffit vents must be replaced due to fascia replacement, price will be $40 per screen.**

Special Wood:

- **2X8 Cedar is $16.00 per lineal foot.**
- **2X10 Cedar is $18.00 per lineal foot.**
- **2X12 Cedar is $20.00 per lineal foot.**
- **2X4 and 2X6 Rafters is $5.50 per lineal foot.**

Proposal Price: $15,850.00

Option: Installation of TAMKO moisture wrap strips to all plywood seams/joints. ($1,100.00)

Note: Paletz Roofing & Inspections, Inc. may withdraw this proposal, if not accepted within 30 (thirty) days.

Warranty:

Above roofing system is to receive a **Seven year (7)** limited warranty for poor workmanship and/or faulty products, consequential damages excluded, issued upon completing and full payment. **This warranty is transferable by written Agreement by an officer of PRI.**

Projected time of completion:

- After job has been awarded to Paletz Roofing & Inspections, Inc., these are the steps that follow:
- Permit applications to be signed by owner or authorized agent, notice of commencement to be recorded at the city county court of clerks.
- Tests for calculations, asbestos, and any needed engineering tests (Mitigation reports NOT included) will be requested for permitting.
- Permit submittals at the respective municipality or city, estimated time for both steps about

ten working days. Permit fees and processing is included in job cost.

- Projected time for tear off and installation of new roofing system, weather permitting, and tiles/shingles availability is estimated at about twelve to fourteen weeks including all required inspections by proper municipality inspector.

Payment Terms:

1. **30% due at Start of job.**
2. **30% due at completion of TinCap.**
3. **30% due at Delivery of Shingles**
4. **10% due upon Final inspection.**

Make checks payable to: Paletz Roofing & Inspections, Inc.

PRI only accepts cash or checks. No credit cards.

Contract Disclosures, Terms & Conditions of Contract

The undersigned property owner or agent for owner **("Customer")** hereby authorizes Paletz Roofing & Inspections, Inc., here after called **("PRI")** to supply all materials and labor necessary for the work specified below on premises located at 11791 SW 49 St Cooper City, FL 33330

General Specifications: WHEN REROOFING - All work is to be performed in a workmanlike manner and in accordance with established practice and local building codes.

Contractor makes no other guarantees or warranties of any kind, express or implied. The owner or owner's agent agrees and understands that all roof decks settle, over the years, causing and uneven surface that will be more obvious when building is re-roofed. This condition is normal, and it is not caused by the re-roof process, nor is it controllable by PRI.

Residential Re-roof:

- PRI isn't responsible for oil Canning, as it's common in metal roofing and doesn't affect the structural integrity of the panel system.
- The above pricing reflects that PRI will have access to the eave edge of the roof for trucks, stocking and equipment. PRI will cover brick pavers, stamped concrete driveways or sidewalks with wood planking and/or plastic covering during this job. If the access to the eave, of the roof is over the existing driveway, sidewalk or lawn, PRI is not responsible for any damages that may occur because of the weight of equipment and vehicles, even if protection is provided. (Protection of driveways, pavers and lawn or other means of access may be achieved at an additional cost.)
- Customer is responsible to notify PRI of the location of any septic tank. PRI is not held responsible for damage to septic tank or drainage field. Please notify PRI, prior to the commencement of work, of any concerns of this nature or other concealed conditions.
- If any concealed or unknown physical conditions that have not been addressed in the scope of work or other areas of this contract, including asbestos are encountered any time, then PRI shall be entitled to an equitable adjustment of the contract sum and time to the extent that the condition causes an increase of the cost or time required for the completion of the work. PRI prompt notifies the owner of the subject conditions. It is agreed that PRI shall have no responsibility to correct the condition or complete any portion of the work depend thereon, until an agreement regarding the equitable adjustment of the contract sum is reached by the parties.
- If removal and replacement or re-installation of air conditioning units, ductwork, related electrical work, roof mounted equipment, gutter/downspouts, solar panels are necessary to facilitate replacement of this roof, will be additional to the contract price and it shall be the owner's responsibility. If the existing gutters are to remain in place, then due care will be taken, however, PRI cannot accept responsibility for damage to same.
- Please be advised that where you have open beam ceilings, dust, dirt & debris will infiltrate the interior of the structure. Please take precautions to protect any items that you do not wish to be soiled.
- In no event shall PRI be liable for special or consequential damages for any damage caused by settlement, vibration, distortion, water intrusion or failure of the foundation on which the structure rests, or damage caused by hail, hurricanes, gale winds, unusual weather conditions or acts of GOD, nor for any damage or delays due to strikes, fires, accidents, bad weather, or other causes beyond PRI's control, nor for inherent defects in the defects in the premises on which work is to be done, and in no event, PRI shall not be responsible for interior or exterior damage to the building, its contents or surrounding property, including its plaster (such as cracks, small pops or minor water damage), paint, furniture, personal belongings, lawns, shrubberies, sidewalks, side walls, driveways, sprinkler systems, water lines, septic tanks or lines, fiberglass, metal or plastic roofs, screens or screen enclosures, awnings, antennas, pools, pool pumps, patios, washers, dryers, tools, vehicles, sheds, etc. Owner to carry builder's risk, as well as general fire, windstorm, flood and any other necessary insurance. In the event a hurricane or hurricane force winds are recorded in the area this Warranty shall be void due to possible damage either visible or not visible.

Paletz Roofing & Inspections, Inc. reserves the right to cease work under this contract if owner fails to make any installments within three (3) days of its due date. PRI's warranty will not be valid until entire contract is paid in full.

Note: Do not sign this contract before you read it or if it contains any blank spaces. You may only cancel this contract within three (3) days after its execution. If you the Owner wishes to cancel this transaction after your right to cancel has passed, you the owner shall pay Paletz Roofing Liquidated damages of $350.00 plus any cost incurred. The parties have no oral agreements that are not covered by this written agreement. If you default under this contract, then you agree to pay PRI's entire legal costs and attorneys fee for collection. In the event of the contract balance is not paid within (3) days of completion or as specified in this contract, you agree that the debt will bear interest at a rate of 2% per month (and shall not exceed 18% per year)

- ACCEPTANCE OF PROPOSAL -

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Owner / Agent	**Date**
Denis Lachaine **(Paletz Roofing & Inspections, Inc.)**	**2.1.2024** **Date**

PROPOSAL AND CONTRACT

Florida State Certification No.: CC C057677

To: City of Cooper City
Attn: George Garba
Chlorine Storage Bldg

Established 1984

ARCON ROOFING
2280 N.W. 16th Street
Pompano Beach, FL 33069

Margate (954) 979-9400
Coral Springs (954) 753-3100
Boca Raton (561) 368-1800
Fax (954) 977-4442

Date 01/19/2024

ARCON proposes to furnish all materials and perform all necessary labor to complete the following:

SHINGLE RE-ROOF

1. Arcon will remove and haul away the existing sloped roof down to the sheathing.
2. Arcon will replace and prime all rotted deckwood and fascia. Soffit work is not included.
3. Arcon will re-nail all sheathing to meet local codes.
4. Arcon will tin tag (1) layer of ASTM 30# roofing felt to the sloped deck.
5. Arcon will apply all new 16" galvanized metal in the valleys.
6. Arcon will install all new 3x3 (or 2x2, as needed), galvanized eaves drip. All new vents and stacks will be installed as well.
7. Arcon will install all new GAF Lifetime Dimensional (color to be decided) Shingles, per code.

*If any gutters need to be removed in order to complete the re-roof, Arcon Roofing is NOT responsible for replacing them, but can recommend a reputable gutter company.

Arcon will leave the grounds clean at the end of each day. All applicable permits will be included. All work will be completed to meet or exceed local codes per manufacturer's specifications. Arcon will maintain liability and worker's compensation insurance as required by law.

The cost includes a Five (5) year limited maintenance warranty against leaks due to workmanship or material.

Job Location: 11791 SW 49 Street, Cooper City Florida

All work will be completed in a substantial and workmanlike manner according to the terms and conditions on the back of this contract for the sum of
Eighteen Thousand Eight Hundred Forty Dollars
($ 18,840.00)

Payment Terms: 40% Upon start 40% Upon shingle delivery 20% Upon completion

*A 2% fee is added to any credit card payments.

Acceptance of this proposal must be within 30 days and is void thereafter at the option of ARCON.
See reverse side for terms and conditions.

ACCEPTANCE OF PROPOSAL

The above prices and conditions are hereby accepted. You are authorized to do the above work. The signer of this agreement guarantees payment.

Accepted by:
Date _____ Signature _____
I have read and accepted the terms and conditions of this agreement.

Arcon Rep.
Date _____ Signature _____

RR-008

954-981-7663 (ROOF)
paulbangeroofing.com
info@paulbangeroofing.com
7000 SW 21st Place Davie, FL 33317

Paul Bange Roofing

DATE: *January 19, 2024*

PREPARED FOR: Ryan Webster
954-675-8865
rwebster@coopercity.gov

PROJECT NAME: 11791 SW 49 Street
Cooper City FL 33330

Shingle Roof

954-981-7663 (ROOF)
paulbangeroofing.com
info@paulbangeroofing.com
7000 SW 21st Place Davie, FL 33317

Paul Bange Roofing

Roof Systems

This quote encompasses all labor, materials, equipment, insurance, engineering, and required permits to complete the project.

Shingle Roof System

- Remove Shingles Down to Wood Deck
- Replace Damaged Decking as Needed
- Renail Wood Deck to Current Building Code
- Install Shingle Underlayment
- Install Customer Selected Shingle
- Install New Drip Edge Metals, Valley Metal, Vents and Pipe Flashing
- 5 Sheets of Plywood Included For Project
- Seal All Penetrations to Manufacturer's Specifications
- Haul Away All Trash and Roof Related Materials
- Limited Lifetime Shingle Warranty
- 5 Year Paul Bange Workmanship Warranty
- Mechanical, Electrical, Plumbing, Interior Protection, Gutters Excluded

Shingle Roof System for 1 Buildings $19,301

954-981-7663 (ROOF)
paulbangeroofing.com
info@paulbangeroofing.com
7000 SW 21st Place Davie, FL 33317

Paul Bange Roofing

Price List

Please refer to the unit pricing list below for any unforeseen costs.

Plywood	**$5.00 Sq. ft.**	Wall Flashing	**$25.00 Linear ft.**
1x6 T&G	**$5.00 Linear ft.**	OverFlow	**$750.00 Each**
1X8 T&G	**$5.00 Linear ft.**	Scuppers	**$750.00 Each**
2X6 T&G	**$8.00 Linear ft.**	Lightweight Replacement up to 4"	**$9.00 min 96 SF**
Pine 1x6	**$9.00 Linear ft.**	Cedar 1x6	**$12.00 Linear ft.**
Pine 1x8	**$10.00 Linear ft.**	Cedar 1x8	**$13.00 Linear ft.**
Pine 1x10	**$11.00 Linear ft.**	Cedar 1x10	**$14.00 Linear ft.**
Pine 1x12	**$12.00 Linear ft.**	Cedar 1x12	**$16.00 Linear ft.**
Pine 2x6	**$12.00 Linear ft.**	Cedar 2x6	**$18.00 Linear ft.**
Pine 2x8	**$14.00 Linear ft.**	Cedar 2x8	**$20.00 Linear ft.**
Pine 2x10	**$16.00 Linear ft.**	Cedar 2x10	**$22.00 Linear ft.**
Pine 2x12	**$18.00 Linear ft.**	Cedar 2x12	**$26.00 Linear ft.**

Payment Terms

Payment terms are as follows: 5% is due at signing, 55% due at the project's start, 30% at substantial completion plus outstanding invoices, 10% is due at close out per building. A 3.5% fee will be added to all credit card transactions. (Payment will be collected on a per building basis).

Price is Subject to Change After 30 Days

954-981-7663 (ROOF)
paulbangeroofing.com
info@paulbangeroofing.com
7000 SW 21st Place Davie, FL 33317

Paul Bange Roofing

Exclusions

HVAC, Electrical, Solar, and Rooftop Equipment:
Paul Bange Roofing Inc. shall not be held liable for any failures, deteriorations, leaks, or issues not directly related to our roofing services concerning HVAC systems, electrical setups, solar panels, or other rooftop equipment, including but not limited to the items mentioned. The owner acknowledges that any complications arising from these systems or equipment remain outside the obligations of Paul Bange Roofing Inc. and agrees to absolve and hold Paul Bange Roofing harmless from any such concerns or damages.

Materials:
Paul Bange Roofing expressly disclaims responsibility for any manufacturing defects in roofing materials provided or used in the execution of its services. Clients shall not hold Paul Bange Roofing liable for any such defects. Furthermore, manufacturing defects in materials are not grounds for the withholding of any payments due to Paul Bange Roofing. In the event that roofing materials need to be relocated due to inclement weather conditions, including but not limited to threats of hurricanes or tropical storms, the owner will incur a relocation fee of $85.00 per man per hour. Should the owner opt against relocating the materials in light of impending inclement weather or other related threats, Paul Bange Roofing will not be responsible or liable for any damages to the materials, consequential losses, or any related costs arising from that decision.

Acts of God:
During and prior to the commencement of the roofing process, Paul Bange Roofing shall not be held responsible or liable for any material shortages, delays, or other disruptions caused by Acts of God. This includes, but is not limited to, events such as floods, fires, earthquakes, hurricanes, tornadoes, or any other unforeseen circumstances beyond the control of Paul Bange Roofing. In the event of such occurrences, Paul Bange Roofing reserves the right to adjust project timelines and schedules. The Property Owner acknowledges these potential risks and agrees to hold Paul Bange Roofing harmless for all circumstances and instances arising from the aforementioned events.

Fumes and Emissions:
Paul Bange Roofing may produce smells, fumes, or emissions. Paul Bange Roofing will not be held liable or responsible for any such smells, fumes, or emissions that might permeate the premises. It is the exclusive responsibility of the property owners and residents of each building to take preventative measures to prevent the entry of these fumes, emissions, and smells into their residences or businesses. This includes, but is not limited to, ensuring proper sealing or closure of HVAC units, vents, windows, and doors.

Metal Panel Roof Systems:
This limited warranty DOES NOT APPLY to sheet exposed at any time to corrosive or aggressive atmospheric conditions, including but not limited to:
Areas subject to saltwater marine atmospheres or to constant spraying of either salt or fresh water. This warranty does not apply for steel products installed less than a half mile from the seacoast, salt water, or brackish water.

Metal Roof Oil Canning:
Oil canning is a term used in the roofing industry to describe the visible waviness or distortion that can occur on the flat surfaces of metal panels. This phenomenon appears as a series of wavy, buckled, or wrinkled patterns, particularly in the broad areas of metal panels. Thermal Expansion and Contraction cause metal to naturally expand and contract with temperature changes, which in some cases, can induce a wavy appearance in the panels. Substrate irregularities can also contribute; if the substrate, like the sheathing underneath the metal panels, is not perfectly flat or has imperfections, it can cause visible distortions in the metal panels laid over it. It's important to note that oil canning is largely an aesthetic issue and does not impact the functionality or performance of the metal roof.

Lines (A/C Electrical, Plumbing, and Gas):
In accordance with Florida Building Codes, air conditioning, electrical conduit, plumbing, and gas lines should maintain adequate clearance either above or below roof sheathing to prevent potential damage from tools, including but not limited to nails, saws, and shovels. On occasions, this clearance requirement might not have been adhered to during equipment installation. Paul Bange Roofing cannot ascertain the clearance beneath the sheathing during roofing installation, nor ensure that A/C, electrical, plumbing, or gas lines were installed compliantly. The property owner hereby agrees to absolve and hold Paul Bange Roofing Inc. harmless concerning any issues related to these components.

Interior Protection:
During the roofing process, the generation of dust, debris, and vibrations is inherent. The property owner is solely responsible for ensuring the protection, covering, and safeguarding of all interior items, including those stored within the attic, from any potential harm or damage caused by these factors. Paul Bange Roofing Inc. will not be held liable for any damage or degradation of items due to the owner's failure to adequately protect their belongings during the project's duration.

Structural Integrity:
Paul Bange Roofing Inc. shall not be held liable for any structural failures that occur before, during, or after the roofing project's completion. Should the owner have concerns regarding the structural integrity of the property at any phase of the project, it is their responsibility to consult with a qualified structural engineer. The owner agrees to absolve and hold Paul Bange Roofing Inc. harmless from any consequences or damages arising from structural issues or failures related to the roofing project.

Third Parties:
Paul Bange Roofing Inc. shall not be held responsible for any delays or interruptions caused by third-party contractors or entities. The owner acknowledges that no payments to Paul Bange Roofing will be withheld or delayed due to circumstances or disruptions stemming from third-party contractors. The responsibility for any consequences or challenges arising from third-party involvement remains outside the obligations of Paul Bange Roofing Inc.

Reimbursement:
In the event of any issues or concerns arising from our roofing services, the owner, tenant, or representative must provide Paul Bange Roofing with written notice within 5 business days of identifying the issue. Paul Bange Roofing reserves the primary right to address, fix, or repair the stated issue. If the owner, tenant, or representative opts to use another service for rectification without first allowing Paul Bange Roofing the opportunity to remedy the concern, any costs incurred for such repairs will be borne solely by the owner or their representative.

Ponding Water:
Paul Bange Roofing shall not be held liable for the occurrence of ponding water on roofs, defined as water remaining on the roof surface 72 hours after rainfall. While efforts may be made, such as the installation of tapered substrate to promote positive water drainage, achieving complete drainage is not always possible. This may be due to inherent design flaws, building anomalies, or inconsistent building structures. The responsibility for any consequences arising from such ponding water remains outside the scope of obligations of Paul Bange Roofing.

Access:
The Property Owner hereby grants Paul Bange Roofing, along with its employees and agents, full access to the property, which includes the presence of delivery vehicles, dump trucks, and supply trucks. It is acknowledged that the weight of these vehicles can exceed eight tons, a weight typically within the load-bearing capacities of driveways, sidewalks, and concrete paths. Notwithstanding this general capability, there may be instances where a driveway, sidewalk, or path has not been constructed to sustain such weights. As such, the Property Owner expressly releases Paul Bange Roofing Inc. from any and all liability related to damages that may arise from trucks traversing over driveways, sidewalks, and paths.

Mold, Mildew, and Pathogens:

Paul Bange Roofing Inc. categorically delineates its non-liability concerning the onset or discovery of mold, mildew, pathogens, and other related issues, which may arise during any phase of a project or in future claims. The property owner expressly acknowledges that concerns linked to mold, mildew, pathogens, and the like, whether they surface before, during, after the project's completion, or in subsequent periods, are beyond the responsibility or accountability of Paul Bange Roofing Inc. With this understanding, the owner commits to absolve and hold Paul Bange Roofing entirely exempt from any present or future claims, damages, or liabilities stemming from these or related issues.

Attic ventilation:

While Paul Bange Roofing emphasizes the importance of proper attic ventilation, the company shall not be held responsible for issues resulting from inadequate attic ventilation or the presence of mold, mildew, or other pathogens within or outside the premises. The property owner acknowledges these potential risks and agrees to hold Paul Bange Roofing Inc. harmless from any consequences, damages, or health concerns arising from mold, mildew, or other pathogens related to attic ventilation or any other factors.

Insurance:

Paul Bange Roofing Inc. carries all the necessary workers' compensation, liability, and property insurance as mandated by law to protect the Owner and/or Owner's Representative from potential injuries or damages stemming from Paul Bange Roofing Inc.'s operations. This covers actions by Paul Bange Roofing Inc. or anyone they employ or are responsible for. Limits are in excess of state requirements. The Owner and/or Owner's Representative must also have insurance covering losses to materials from incidents like fire, storms, or floods. Their insurance should cover all risks, including theft, vandalism, and damages from legal requirements enforcement. If there are deductible costs, they will be borne by the Owner and/or Owner's Representative. The insurance should waive any compensation claims against Paul Bange Roofing Inc. Furthermore, the Owner and/or Owner's Representative should have insurance covering property usage losses from hazards and won't hold Paul Bange Roofing Inc. responsible for any such losses or consequential damages.

Stucco, Paint, Concrete, and Cracks:

Paul Bange Roofing does not offer any stucco repairs, painting services, concrete restoration, or crack repairs, including those on roof decks and walls. This encompasses, but is not limited to, issues related to stucco, paint, cracks in walls, cracks in concrete, and defects or damages in roof decks. The Owner is solely responsible for all tasks and repairs related to stucco, paint, concrete restoration, and crack repairs. Paul Bange Roofing inc. shall not bear liability for any defects, damages, or subsequent maintenance connected to stucco, paint, concrete, or cracks on the Owner's property.

Roof Tile & Mortar:

Paul Bange Roofing Inc. shall not be held responsible for, but not limited to, any discolorations, changes, defects in roofing tiles, or tile mortar. This includes issues arising from efflorescence, a temporary surface condition intrinsic to all concrete products. Efflorescence, which results from the chemical reactions within cement, can present as a white chalky appearance or concentrated patches on the tile. It is influenced by various factors including the type of deposit and local weather conditions. While efflorescence might alter the aesthetic appearance temporarily, it does not impact the tile or mortar's quality or functional attributes. For all tile and mortar-related concerns or issues, including those related to efflorescence, owners should refer to the manufacturer's warranty.

Shingle:

It's important to note that roof deck deflection, which refers to any structural sagging or unevenness in the roof deck, may be caused by various factors such as the uneven installation of rafters during the original construction of the house or other structural issues unrelated to roofing. Paul Bange Roofing cannot be held responsible for addressing or rectifying roof deck deflection issues. Paul Bange Roofing strives to utilize high-quality shingles from industry-leading manufacturers. However, please note that certain factors such as granule loss, color changes over time, and shingle curling are inherent characteristics of all roofing shingles. These specific issues are not covered under our workmanship warranty.

954-981-7663 (ROOF)
paulbangeroofing.com
info@paulbangeroofing.com
7000 SW 21st Place Davie, FL 33317

Paul Bange Roofing

Workmanship Warranty

Paul Bange Roofing Inc. hereby guarantees the workmanship on roofing services provided to be free of defects for a period of Five (5) years from the completion date. Should any issues arise due to our workmanship within this timeframe, Paul Bange Roofing commits to rectifying the situation. This warranty is transferable to subsequent property owners. To initiate a transfer, the new owner must seek approval from our office. Upon receiving approval, a reasonable administrative fee will be charged for the warranty transfer process. Once completed, the new owner will benefit from the remaining period of the original Five (5) year workmanship warranty. Warranty does not cover natural disasters, acts of God, hurricanes, floods, fire, or earthquakes etc. The warranty is voided if changes impacting roof performance are not reported within five(5) business days. Repairs by third parties, damage from traffic, vandalism, rooftop equipment installations, mold, mildew, and issues caused by negligence, moisture issues, wet insulation, rotting wood, skylights, exterior wall scuppers and flashings are not covered.

Proposal Acceptance

By signing below, the undersigned hereby affirms they have read, understood, and unconditionally agree to all terms and conditions contained within this document, both preceding and following this statement.

_____	Will Diaz _____
Authorized Signature	Director of Commercial Sales Paul Bange Roofing
_____	_____
Print Name	Office Approval
_____	_____
Date	Date

** The price quoted by Paul Bange Roofing Inc. is valid for 30 days and may change thereafter.*
** All Contracts are subject to office approval.*

CITY OF COOPER CITY
INTERDEPARTMENTAL BUDGET TRANSFER NOTIFICATION

TO: CITY MANAGER

VIA:

FROM: ASSISTANT UTILITIES DIRECTOR DATE: 2/1/2024

Notification of the following transfer of funds is provided for the reasons set forth below:

	FROM	TO
Department	Water & Wastewater Administration	Water Plant
Account Description	Contingency	Equipment & Machinery - Equipment
Account Number	450-950-599000-536	450-911-564700-533
Amount to be Transferred ($)	$19,984.40	$19,984.40

This Transaction	All Funds Cumulative FY 24 YTD	2.5% Limit Based on FY 24 Adopted Budget
$19,984.40	$110,221	$1,909,267

REASON:

To fund replacement of our generator diesel fuel day tank from contingency funds(current balance $537K).
Total appropriations of this fund is NOT changed by this budget amendment.
All funds cumulative include this transaction.

(Please Do Not Write Below This Line)

	APPROVED	DISAPPROVED
Finance		
City Manager		
Commission (≥10K)		

COOPER CITY UTILITIES DEPARTMENT MEMORANDUM

DATE: February 1, 2024

TO: Hamid Nikvan, Assistant Utilities Director / Acting Utilities Director

FROM: Ryan Webster, Chief Water Plant Operator

SUBJECT: Diesel Fuel Day Tank Replacement

Recommendation:

Attached you will find 3 quotes for the replacement of our generator diesel fuel day tank. Our current diesel fuel day tank system has multiple failures. These failures intermittently prevent the day tank system from transferring fuel from the bulk diesel tank which if/when occurs will starve the generator of fuel. In addition to this, the leak detection and fuel level alarm systems are no longer working. Both of these issues have been diagnosed to the failing circuitry which can no longer be acquired. Broward County will issue a violation upon inspection if the system is not working correctly.

Background:

Our current Simplex 275 Gallon diesel fuel day tank system was installed in 1997 and has reached its life expectancy. Repairs to this system were attempted, however, became impossible due to the obsolescence of parts.

Budget:

A previous PO was issued to Zabatt Power Systems (No. 2023-8397) on July 18, 2023 and was revoked on September 7, 2023 as they could no longer get parts to complete the job. The original PO was applied to line Maintenance of Contracts 450-911-534410-533. There are not enough funds in this line item to cover this repair, therefore, it is recommended that money be transferred from Maintenance of Structures 450-911-534450-533 to Maintenance of Contracts 450-911-534410-533.

Attachments:

- All Power Generators Corp.
- KW Power Systems Corp.
- Lutz Petroleum Inc.

ALL POWER GENERATORS CORP.
"WE SERVICE ALL BRANDS OF GENERATORS"
MEDLEY, FL 33178

Quote

Date	Estimate #
1/19/2024	16615

Name / Address	Ship To
CITY OF COOPER CITY ACCOUNTS PAYABLE 11791 SW 49 ST COOPER CITY, FLORIDA 33330	CITY OF COOPER CITY WEST PLANT 11791 SW 49 ST COOPER CITY, FL 33330

Terms	Rep	Serial	Model
Net 30	MF		

Description	Qty	Cost	Total
1 UTRS-275 275 Gallon Day Tank System UL-142, ULC-S601 listed with Tramont System 2000Plus, UL-508 listed 1 7045 Double Wall for TRS/E/X - 275 1 2375B (2375) 2" NPT Extra Fitting w/ (2344) Pipe Plug (Customer use) 1 1920 Duplex Pumping System (standard includes 2nd 2GPM pump, 1/2" check valves - not included if option 5000A is quoted) 1 3184 FDEP approved Leak Detection Switch (installs into 1.25" NPT) 2 2650 1/2" NPT, 115 VAC, N.C. Solenoid Valve (4gpm maximum) 2 2230 3/4" NPT, 100 Mesh "Y" Strainer (shipped loose) 1 3250 Critical High Fuel Level Shutdown - includes switch and plug-in relay, jumper removed 1 2440 Steel Tank Cover (removable for 2 horizontal pump/motors) (for indoor use in lieu of poly cover) 1 2252 2" NPT, Mushroom Style, Screened Atmospheric Vent Cap 2 2264 4" NPT Emergency Pressure Relief Vent Cap 1 1991 Tank to include labels on both sides: "Diesel Fuel, No Smoking, No Open Flames" and NFPA hazard label 1 1994 State of Florida label - additional options required	1	13,784.40	13,784.40T
FREIGHT	1	1,500.00	1,500.00T
LABOR	40	75.00	3,000.00T
HOSE ASSY	1	2,500.00	2,500.00T
DISCOUNT	-1	800.00	-800.00T

Subtotal	$19,984.40
Sales Tax (0.0%)	$0.00
Total	$19,984.40

50% deposit required upon approval.
In the event of any action brought to enforce the payment terms of this Contract or Invoice, the prevailing party will be entited to reasonable attorney fees to be paid by the non-prevailing party.
You agree that simple interest of 12% per annum will be added to amounts invoiced and not

Phone #	Fax #	E-mail	Web Site
305-888-0059	305-888-2090	mfeliciano@allpowergenerators.com	www.allpowergenerators.com

KW Power Systems, Corp.
6801 NW 73RD CT
Miami, FL 33166

Estimate

Date	Estimate #
1/19/2024	8991

Name / Address	Ship To
CITY OF COOPER CITY Cooper City Utilities 11791 S. W. 49th, Cooper City, FL, 33330 Ph: 954.434.5519 (wk)/954.680-3159 (fax)	PUBLIC WORKS 9090 SW 50TH PL COOPER CITY, FL 33328

Terms	Model #	Serial #	Make
Net 30			

Description	Qty	Rate	Total
REMOVE AND REPLACE EXISTING DAYTANK TEST FOR PROPER OPERATION			
Labor	45	110.00	4,950.00
Double Wall Series Manual Day Tanks - 200 Gallon -Rupture Basin or Double Wall Leak Detector Switch. -Vent Kit, Double Wall, for PY200 - PY500 4" NPT, Pressure Spring	1	17,000.00	17,000.00
Miscellaneous Parts	1	3,500.00	3,500.00
Freight Out	1	2,000.00	2,000.00

Approved
Customer Signature _____
Name: _____
Date: _____

•Proposal includes above parts, disposal of all waste materials, shipping/handling and labor to perform job described above during normal working hours Monday through Friday form 8:00AM to 5:00PM.
•KWPS is not responsible for any permitting that may be required to perform any of our services.
•Jobs that require special order parts will not go on the schedule until parts are in our warehouse. A temporary date may be given and is subject to change.
•A 25% restocking fee will be charged to all canceled proposals along with any freight charges incurred for any special ordered parts.
•Proposal does not include any additional work required due to unforeseen problems that may be discovered after work has begun.
•All sales tax is due on all work unless a valid tax-exempt certificate is supplied.
•This proposal is separate from any previous written or implied and requires authorization and purchase order to proceed.

Total $27,450.00

Phone #	Fax #	E-mail	Web Site
305-887-0780	305-437-7679	info@kwpowersystems.com	www.kwpowersystems.com

.0

PROPOSAL

LUTZ PETROLEUM EQUIPMENT INSTALLATIONS, INC.

2351 N Powerline Rd. * Pompano Beach * Florida 33069 * (954) 971-5222 * Fax: (954) 969-5828

*Service Station Construction * Tanks Installed, Removed, Lined & Tested * Fuel Piping*

*Environmental Site Assessments * Recovery Systems * Monitoring Wells Installed*

Date: January 25, 2024

Proposal Submitted to: City of Cooper City

Attn: Ryan Webster

We are pleased to submit our proposal on our interpretation of your requirements.

Day Tank Replacement

1. Disconnect and safe off day tank.
2. Pump out residual fuel and prep tank for disposal.
3. Assist the City in removing tank from building.
4. Remove and properly dispose of tank.
5. Assist the City in moving the new Pryco 275 gallon double wall day tank inside the building.
6. Reconnect day tank to existing supply, return and vent piping.
7. Reconnect to generator supply and return piping.
8. Reconnect to existing electric.
9. Start up and check for proper operation.
10. Prime and purge supply piping.

Cost: $ 43,690.00

Notes:

1. Proposal valid for 30 days.
2. Day Tank cost subject to manufacturer's cost increases.

Exclusions:

1. Engineering.
2. Permitting.

Kevin M. Moore
Lutz PEI Inc.

Accepted: Date:

CITY OF COOPER CITY
INTERDEPARTAMENTAL BUDGET TRANSFER NOTIFICATION

TO: CITY COMMISSION

VIA: Acting Utilities Director

FROM: CITY MANAGER DATE: 3/19/2024

Notification of the following transfer of funds is provided for the reasons set forth below:

	FROM	TO
Department	W&S Capital Improvement Projects	Water & Sewer Capital Improvement Projects
Account Description	Membrane Replacement Project	Water Meter Replacement Project
Account Number	453-911-563422-533-WS002	453-911-563422-533-24018
Amount to be Transferred ($)	$800,000.00	$1,100,000.00
	Pump Water Station	
	453-930-563432-535-18035	
	$300,000.00	

This Transaction	All Funds Cumulative FY 24 YTD	2.5% Limit Based on FY 24 Adopted Budget
$1,100,000.00	$1,170,737	$1,909,267

REASON:

To fund the Water Meter Replacement Project from the Membrane Replacement Project. The Membrane Replacement
Project came in $915K less than our budget for this project.
The Pump Water Station Project came in $767K less than our budget for this Project.
These two surpluses allow us to proceed with the Water Meter Replacement Project.
Total appropriations of this fund is NOT changed by this budget amendment.
All funds cumulative include this transaction.

(Please Do Not Write Below This Line)

	APPROVED	DISAPPROVED
Finance		
City Manager		
Commission (≥10K)		

01/10/2024	JOURNAL REGISTER FOR CITY OF COOPER CITY				
	JE #: 10940 to 10940				
	Posted and Unposted Journal Entries				
Journal Number	Date	JNL	Description	User	
GL Number	Description			DR	CR
10940	11/01/2023	BA	4% WATER & SEWER REVENUE INCREASE	MNadeau	
NOT POSTED		Approval Level: DEPT HEAD			
450-950-591453-536	ENTERPRISE TRANSFER TO CAPITAL IMPROVMNT				495,600.00
450-000-343300-343	SERVICE CHARGE-WATER UTILITY			218,453.00	
450-000-343500-343	SERVICE CHARGE-SEWER/WASTEWATER UTILITY			277,147.00	
				495,600.00	495,600.00
			Total:	495,600.00	495,600.00

CITY OF COOPER CITY
INTERDEPARTAMENTAL BUDGET TRANSFER NOTIFICATION

TO: CITY COMMISSION

VIA: Acting Utilities Director

FROM: CITY MANAGER DATE: 3/19/2024

Notification of the following transfer of funds is provided for the reasons set forth below:

	FROM	TO
Department	W&S Capital Improvement Projects	Water & Sewer Capital Improvement Projects
Account Description	Pump Water Station	Flamingo Service Line Replacement Project
Account Number	453-930-563432-535-18035	453-910-563610-533-14003
Amount to be Transferred ($)	$100,000.00	$100,000.00

This Transaction	All Funds Cumulative FY 24 YTD	2.5% Limit Based on FY 24 Adopted Budget
$100,000.00	$170,737	$1,909,267

REASON:

To fund the unbudgeted portion of the Flamingo Service Line Replacement Project from the Pump Water Station Project.
The Pump Water Station Project came in $767K less than our budget for this project. This enables us to proceed with The Flamingo Service Line Replacement Project (and the Water Meter Replacement Projects from which we're proposing an additional $300K transfer).

Total appropriations of this fund is NOT changed by this budget amendment.
All funds cumulative include this transaction.

(Please Do Not Write Below This Line)

	APPROVED	DISAPPROVED
Finance		
City Manager		
Commission (≥10K)		

01/10/2024	JOURNAL REGISTER FOR CITY OF COOPER CITY				
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	Posted and Unposted Journal Entries				
Journal Number	Date	JNL	Description	User	
GL Number	Description			DR	CR
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NOT POSTED		Approval Level: DEPT HEAD			
450-950-591453-536	ENTERPRISE TRANSFER TO CAPITAL IMPROVMNT				495,600.00
450-000-343300-343	SERVICE CHARGE-WATER UTILITY			218,453.00	
450-000-343500-343	SERVICE CHARGE-SEWER/WASTEWATER UTILITY			277,147.00	
				495,600.00	495,600.00
			Total:	495,600.00	495,600.00

Broward Sheriff's Office
Cooper City District
10580 Stirling Rd.
Cooper City, FL 33026

EXTERNAL MEMO

Date: 03-27-24 CD24-005

To: Mr. Ryan Eggleston
City Manager
City of Cooper City

From: Captain Christopher De Giovanni
Cooper City District Chief
Department of Law Enforcement

Subject: Police Chief's Report – Commission Meeting April 9, 2024

As requested at the June 14, 2022, commission meeting, please accept this memorandum as advanced notice of my police chief's report for the upcoming commission meeting. This report will follow the same flow of my prior reports, which is aimed at highlighting information pertinent to the city's main public safety concerns: traffic / schools, code, and crime. In addition, a community involvement and vacancy update will be included.

I. Traffic / School Report

a. **D.U.I. Checkpoint –** the DUI operation hosted in Cooper City on Saturday, March 16th was very successful. In total, six people were arrested, twenty-six vehicles were towed, and seventy-three citations were issued to violators. Of special note, one of the arrestees had three prior DUI arrests which helps to highlight the importance and impact of this operation.

b. **Aggressive Driving Operations –** starting in April, the aggressive driving operations throughout the city will ramp back up. These operations will take place at various dates/time, to include weekends, to address identified patterns of concern. We would like to remind the public the importance of refraining from distracted and aggressive driving behaviors, e.g., following too closely and excessive speed.

II. Code Report

a. The **commercial plaza initiative** continues with weekly maintenance compliance sweeps. No major concerns or developments.
b. The monthly **gate compliance checks** continue with no major concern.

III. Crime Report

a. **LPR Arrest –** on March 13, 2024, we received a LPR alert of a vehicle entering our city. Our **PSU and CST** detectives quickly located the vehicle, detained the driver, who was arrested on various counts, to include being in possession of cocaine.
b. **CST Investigation / Seizure –** our CST detectives successfully concluded an investigation, which was worked in collaboration with our regional partners, that resulted in the confiscation of a large amount of narcotics. Approximately, $116K was seized under the forfeiture act.
c. **STARS Program:** the STARS grant program officially opened for applicants January 1, 2024. It is listed on the city's website and has been actively shared with our community partners. To date, we have received fourteen grant applications.
    i. **Rock Creek has officially signed and completed all necessary documents and is moving forward with the project(s).**

IV. Community Involvement / Misc. Report

a. **Tip-A-Cop @ First Watch –** we would like to thank everyone who came out and supported this event on March 19, 2024. With the city and public support, we successfully raised approximately $1400. To date, we've raised over $4500 for Special Olympics!
b. **Shred-A-Thon / Operation Medicine Cabinet –** the event hosted on Saturday, March 23rd was relatively successful despite the challenge caused by the weather. Overall, we served 268 vehicles in the safe shredding of 11,935lbs of documents, plus the intake of 137lbs of controlled / non-controlled substances. We look forward to scheduling the next one!
c. **Eid al-Fitr –** we will be assisting Nur-Al-Islam with additional presence and security during their celebration and observation of the final day of Ramadan (April 9th-10th). We wish our Muslim neighbors a meaningful breaking of the fast and reflection.
d. **Passover –** my team and I would also like to wish our Jewish neighbors a safe and meaningful Passover observance. Our deputies will be conducting extra patrols in and around our religious institutions during this holy day / week to ensure the safety of our community (April 22nd-30th).

V. Vacancy Report

a. I will have one sworn vacancy, and no non-sworn vacancies by April 9th, 2024.

Broward Sheriff's Office
Cooper City District
10550 Stirling Rd.
Cooper City, FL 33026

EXTERNAL MEMO

Date: 04-01-24

To: Mr. Ryan Eggleston
City Manager
City of Cooper City

From: Mr. Gary Harrington
Cooper City District Chief
Department of Fire Rescue and Emergency Services

Subject: Fire Chief's Report – Commission Meeting April 9, 2024

The following is the Fire Chief's report for the upcoming commission meeting. This report will follow the same flow of my prior reports, which is aimed at highlighting information pertinent to the city's main public safety concerns: Fire Rescue Incidents, Fire Apparatus/Station concerns, Fire Prevention, Community Outreach, and CERT.

I. Fire/Rescue Incident Report for March.

a. Total Fire Related Incidents 061
b. Total Medical Related Incidents 188
c. Total Incidents for March 1-15. 249

Fastest Unit Response/Mutual Aid calls for the month of March. Cooper City has responded outside its jurisdiction 29 times and has received outside emergency assistance 14 times.
The breakdown for each city is as follows:

	Pembroke Pines	Hollywood	Davie
BSO/Cooper City Responded outside its jurisdiction	07	00	13
Outside agencies responded to Cooper City	02	00	13

II. Incident Response Summary for March.

Total responses	Incident responses < 6 min.	Incident responses 6 – 9 min.	Outliers > 9 min.	Incident responses canceled enroute
249	159	61	05	24

Fastest Response Time: 01:11 min.
Longest Response Time: 09:38 min.
Average Response Time: 05:13 min.

OUTLIERS:

The outliers above represent a small percentage of the total responses. Outliers occur for several reasons, and those reasons vary with each call.

Besides Station 28 units responding from another call, they can also be responding from the hospital or another jurisdiction (as part of the fastest unit response agreement), all of which can result in an outlier. This month reflects the fastest unit response of 1 minute 11 seconds. This incident was a fire alarm in the new development of Kingfisher located at 5960 SW 106 Avenue. The responding apparatus, Q28, responded Code 3 (lights and sirens) from Station 28. The longest response time was 9 minutes, 38 seconds. This medical incident was a Code 3 response by R28 from the fire station to 2580 Pine Island Road.

Outliers are not isolated to Cooper City; they occur in all fire departments regardless of jurisdiction. Outliers are also not new to Cooper City as they have always existed. This is not a new issue or a BSO issue. This is an issue that exists in every city no matter who is providing fire/rescue services.

As I have previously discussed with the former City Manager, current City Manager, and the City Commission, I believe that the main reason for outliers is distance. Station 28 covers 8.5 square miles which is one of the largest areas covered by any one fire station in Broward County. The average square mile coverage area per fire station is between 4 or 5 square miles. Some of the coverage areas per fire station in Broward County are as follows: 5.6 square miles for Pembroke Pines, 5.8 square miles for Davie, 5.4 square miles for Weston, 3.8 square miles for Lauderdale Lakes, 3.7 square miles for West Park/Pembroke Park, 2.0 square miles for Hallandale, and 4.0 square miles for Dania Beach. There are similar coverage areas for the remaining fire stations in Broward County; however, no fire station covers as large an area as Cooper City Fire Station 28.

The placement of fire stations and equipment dramatically impacts the effectiveness and efficiency of services provided by the fire department. I am proud of the current services provided by the men and women of the Broward Sheriff's Office, but I am open to improving the services wherever and whenever possible. I will gladly assist the City Manager and the City Commission in discussing potential projects toward improving the fire rescue services for the residents and businesses within Cooper City.

III. Fire Apparatus/Station Report

The Fire Hydrant flushing project is in progress for 2024.

Total Hydrants:	1231
Flushed Hydrants:	306
Out-of-Service Hydrants:	1
Pending:	924

IV. Apparatus Service Days for the month of March.

Unit	In-service days	Out-of-service days	Comments
Q28	31	0	
E28	31	0	
R28	31	0	
R228	31	0	
DC28	0	31	Mechanical Repairs

Per the REV representative, Cooper City's new rescue vehicle will start production in June 2024, with a delivery date of September 2024.

V. Fire Prevention Report

- Fire Inspections: (FY to Date)
  - i. Total Properties 867
  - ii. Completed Inspections 392
  - iii. Percentage completed 45.2%

- Monthly Report for March.
  - i. Annual Fire Inspections: 036
  - ii. New Construction Insp: 007
  - iii. Plan Reviews: 018
  - iv. Re-inspections: 024
  - v. Special Events: 002

VI. Community Outreach Report

- March 9, 2024, Founder's Day included Station 28 units, BSO Hazardous Materials Team, BSO Technical Rescue Team, CERT, and BSO Life Safety Educators. Chief Harrington oversaw the event from the BSO Command Post. BSO Station 32 units covered Cooper City during the event.

- March 12, 2024, AmeriGas came to Station 28 to fill the LP tanks and stated one tank was in disrepair and needed to be replaced before it could be filled. The company cited extensive rust on the tank.

- March 13, 2024, Quint 28 had its annual aerial ladder testing pe[illegible] ladder passed. Next month will be the annual ground ladders and hose testing.

- March 14, 2024, Dr. Lauren Fine from Nova Southeastern University gave a presentation on Blood Pressure nuances to the crew on C-shift.

- March 15, 2024, Station 28 had the stove hood system bi-annual cleaning conducted.

- March 18, 2024, through March 22, 2024, Chief Harrington was off duty and out of state. District Chief Brad Masters from Hallandale was covering Cooper City.

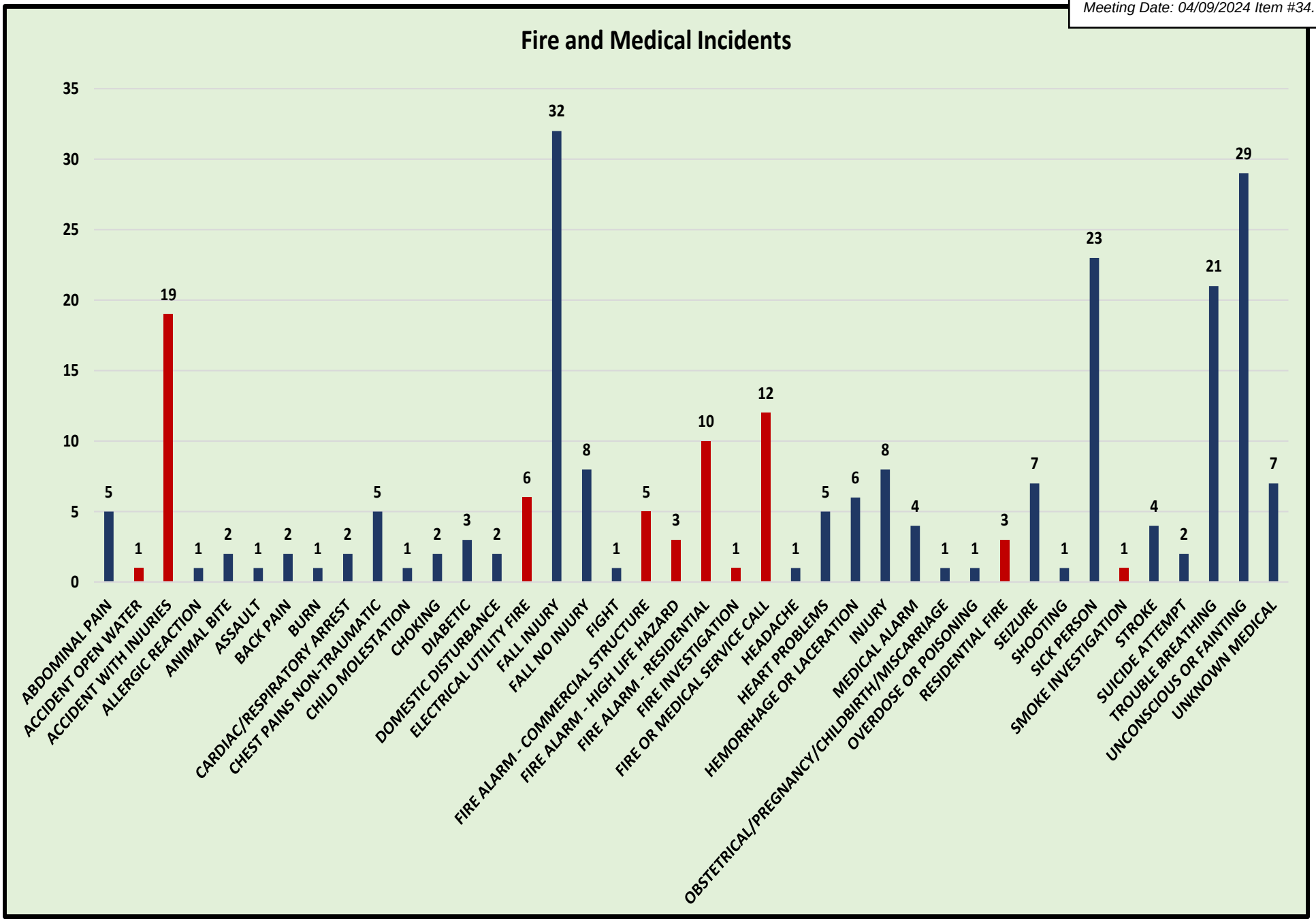
- March 21, 2024, Dr. Lauren Fine from Nova Southeastern University gave a presentation on Blood Pressure nuances to the crew on A-shift.

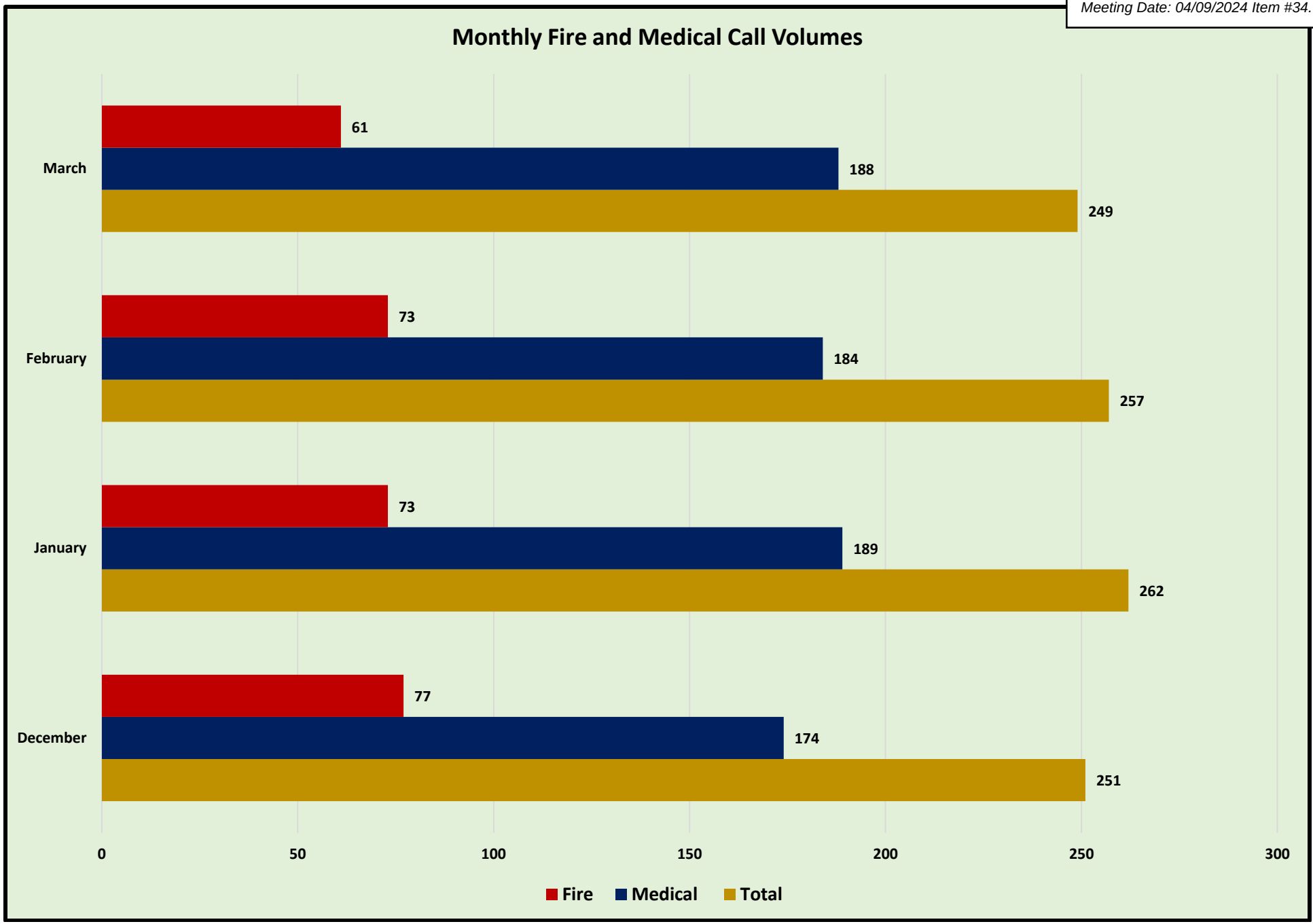
- CERT is continuing to canvas the businesses within Cooper City to see which businesses maintain an AED on-site. CERT will obtain pertinent information from the AEDs so that they may be installed into the PulsePoint AED app.

FIRE HYDRANT DESIGN UPDATE:

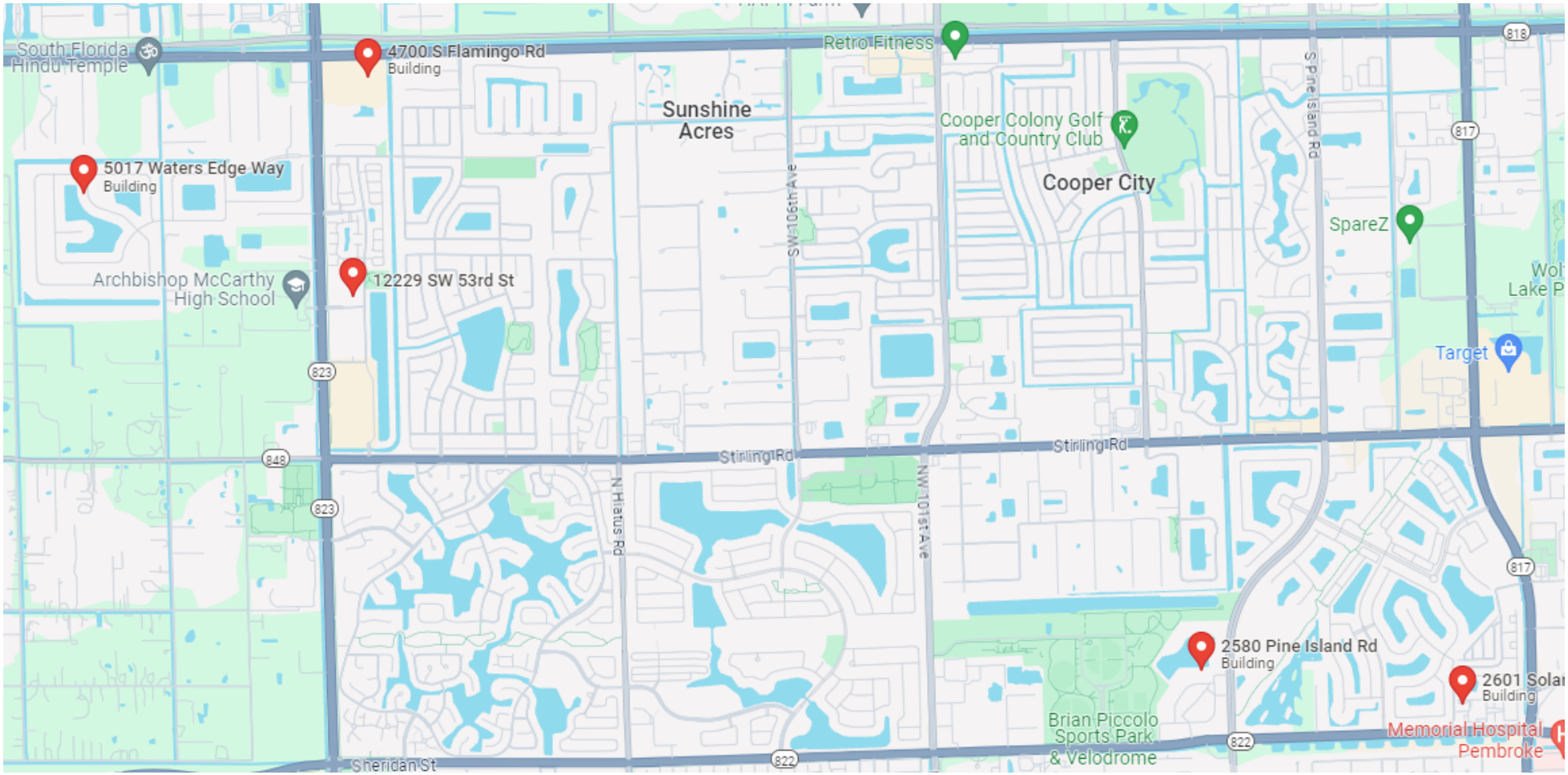
I have met with representatives from 5 schools and the utility department is in the process of cleaning and painting the chosen hydrants white as a base coat. I have also met with the management of Sherwin Williams to secure the proper paint and supplies for the art students at a discounted rate.

- To date, Franklin Academy fire hydrant designs have been completed. Pictures have been forwarded to Mike Cobelo for posting in the newsletter/website.
- Currently, the students at Embassy Creek Elementary and Pioneer Middle School have completed their hydrant designs. Pictures have been forwarded to Mike Cobelo for posting.
- Cooper City High School will be next for the students to paint their designs.
- The Cooper City teen council has expressed interest in painting designs on the fire hydrants surrounding Memorial Park. Brandon Zickar will be coordinating this project and I will provide the teens with the paint and supplies.
- I will be working with the remaining schools to establish a schedule for their students to participate in the program. The staff and students at all the schools I met with are very enthusiastic about this program. I am looking forward to this initial program being a success and then we will consider a possible expansion of this program.


Fire and Medical Incidents
35
30
25
20
15
10
5
0
5
1
19
1
2
1
2
1
2
5
1
2
3
2
6
32
8
1
5
3
10
1
12
1
5
6
8
4
1
1
3
7
1
23
1
4
2
21
29
7
ABDOMINAL PAIN
ACCIDENT OPEN WATER
ACCIDENT WITH INJURIES
ALLERGIC REACTION
ANIMAL BITE
ASSAULT
BACK PAIN
BURN
CARDIAC/RESPIRATORY ARREST
CHEST PAINS NON-TRAUMATIC
CHILD MOLESTATION
CHOKING
DIABETIC
DOMESTIC DISTURBANCE
ELECTRICAL UTILITY FIRE
FALL INJURY
FALL NO INJURY
FIGHT
FIRE ALARM - COMMERCIAL STRUCTURE
FIRE ALARM - HIGH LIFE HAZARD
FIRE ALARM - RESIDENTIAL
FIRE INVESTIGATION
FIRE OR MEDICAL SERVICE CALL
HEADACHE
HEART PROBLEMS
HEMORRHAGE OR LACERATION
INJURY
MEDICAL ALARM
OBSTETRICAL/PREGNANCY/CHILDBIRTH/MISCARRIAGE
OVERDOSE OR POISONING
RESIDENTIAL FIRE
SEIZURE
SHOOTING
SICK PERSON
SMOKE INVESTIGATION
STROKE
SUICIDE ATTEMPT
TROUBLE BREATHING
UNCONSCIOUS OR FAINTING
UNKNOWN MEDICAL


Monthly Fire and Medical Call Volumes
March
61
188
249
February
73
184
257
January
73
189
262
December
77
174
251
0
50
100
150
200
250
300
Fire
Medical
Total

OUTLIERS



Address	Response time
2580 Pine Island Road	09:38
2601 Solano Avenue	09:28
4700 South Flamingo Road	09:27
12229 SW 53 Street	09:09
5017 Waters Edge Way	09:05