



CITY OF TAMARAC
REGULAR CITY COMMISSION MEETING
City Hall - Commission Chambers
March 22, 2017

CALL TO ORDER:

9:00 A.M.

ROLL CALL:

PLEDGE OF ALLEGIANCE:

Commissioner Julie Fishman

INTRODUCTION

1. PROCLAMATIONS AND PRESENTATIONS:

a. National Public Safety Communicators Week Proclamation

Presentation of a proclamation by Mayor Harry Dressler proclaiming the week of April 9 - 15, 2017 as "National Public Safety Communicators Week Proclamation".

b. Arthur Goldglantz Proclamation

Presentation of a proclamation by Mayor Harry Dressler proclaiming Wednesday, March 22, 2017 as "Arthur Goldglantz Day". (Requested by Mayor Harry Dressler)

2. CITY COMMISSION REPORTS

a. Commissioner Bolton

b. Commissioner Gomez

c. Commissioner Fishman

d. Vice Mayor Placko

e. Mayor Dressler

3. CITY ATTORNEY REPORT

4. CITY MANAGER REPORT

5. PUBLIC PARTICIPATION

Any member of the public may speak to any issue that is not agendaized for public hearing at this meeting. Speakers will be limited to three minutes during this item and at public hearings. There will be a thirty (30) minute aggregate time limit for this item, and speakers are encouraged to sign up in advance with the City Clerk prior to their participation.

When an issue has been designated as quasi-judicial, public remarks shall only be heard during a quasi-judicial hearing that has been properly noticed for that matter.

ANNOUNCEMENT OF TIME ALLOCATIONS-MOTIONS TO TABLE

The Chair at this time will announce those items that have been given a specific time to be heard, and will entertain motions from the Commission members to table those items that require research. The Commission may agendaize by majority consent matters of an urgent nature which have come to the Commission's attention after publication.

6. CONSENT AGENDA

Items listed under Consent Agenda are viewed to be routine and the recommendation will be enacted by ONE MOTION in the form listed below. If discussion is desired, then, in accordance with Resolution 2003-15, Sec. 4.5, the item(s) will be removed from the Consent Agenda and will be considered separately.

a. Approval of the February 22, 2017 Regular Commission Meeting Minutes

Approval of the February 22, 2017 Regular Commission Meeting Minutes

b. Approval of the March 6, 2017 Special Commission Meeting Minutes

Approval of the March 6, 2017 Special Commission Meeting Minutes

c. Approval of the March 8, 2017 Regular Commission Meeting Minutes

Approval of the March 8, 2017 Regular Commission Meeting Minutes

d. TR12915 - Gasoline & Diesel Co-op

A Resolution of the City Commission of the City of Tamarac, Florida approving the purchase of Diesel Fuel and Gasoline from Port Consolidated, Inc. utilizing the City of Pompano Beach RFP number E-13-17 on behalf of the Southeast Florida Government Purchasing Cooperative; authorizing purchase of Diesel Fuel and Gasoline in the quantities needed based on the OPIS Fuel Index Cost at the time of delivery; effective April 1, 2017 through March 31, 2020 or as extended by the City of Pompano Beach; authorizing proper City Officials to execute Contract renewals; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): Citywide

e. TR12922 - Amendment 1 to Lease Agreement with Ramada Plaza

A Resolution of the City Commission of the City of Tamarac, Florida, approving and authorizing the appropriate City Officials to execute the First Amendment to the lease agreement with VL Bldg. West DBA Ramada Plaza extending the lease term for the City's 800 MHz radio antenna site located at 5100 N. State Road 7, Fort Lauderdale, FL; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): Citywide

f. TR12910 - Awarding Bid 16-24RB Sports Complex LED Lighting

A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No. 16-24RB to and approving an agreement with Electrical Contracting Service, Inc. for the Sports Complex

Walkway LED Project, in accordance with Bid No. 16-24RB for a contract amount not to exceed \$119,000.00; a contingency in an amount of \$11,900.00 will be added to the project account, for a total project budget of \$130,900.00; authorizing an expenditure from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): District 3

g. TR12911 - SCADA Upgrades for Water Plant Wells and Wastewater Pump Stations

A Resolution of the City Commission of the City of Tamarac, Florida, awarding a contract to CC Control Corporation utilizing pricing from an agreement obtained through a formal competitive process by the City of Oakland Park, RFP Number 022414 for SCADA Upgrades for 19 water plant wells and 83 wastewater pump stations; authorizing the appropriate City Officials to execute a Purchase Order Agreement with CC Control Corporation for a project cost of \$837,727.00, with a contingency of 10% or \$83,772.70 for an amount not to exceed \$921,499.70; authorizing an additional appropriation of \$71,500; authorizing the appropriate City Officials to administer the contract; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): Citywide

h. TR12919 - Appointing Two Members to the Parks and Recreation Board

A Resolution of the City Commission of the City of Tamarac, Florida, appointing two (2) members to the Parks and Recreation Board to serve terms concurrent with the appointing Commission Member or until such time as new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.

i. TR12916 - Appointing Two (2) Resident Trustees to the Police Pension Board of Trustees

A Resolution of the City Commission of the City of Tamarac, Florida, appointing two Resident Trustees to the Police Pension Board to serve a two-year term ending March 23, 2019, or until new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): Citywide

j. TR12921- Appointing Three Regular Members to the Planning Board

A Resolution of the City Commission of the City of Tamarac, Florida appointing three (3) regular members to the Planning Board; providing for conflicts; providing for severability; and providing an effective date.

k. TR12920 - Appointing Two Members to the Public Art Committee

A Resolution of the City Commission of the City of Tamarac, Florida, appointing two (2) members to the Public Art Committee; providing for conflicts; providing for severability; and providing an effective date.

l. TR12918 - Opposition to HB 17 that would preempt regulation of businesses, licenses and occupations to the state

A Resolution of the City Commission of the City of Tamarac, Florida, opposing the proposed HB 17 that would severely negatively impact the City's home rule authority by preempting the regulation of businesses, professions and occupations to the state unless expressly authorized by general law thus impairing the City's ability to protect the health, safety, welfare and property rights of City residents and businesses; directing the City Clerk to transmit the copy of this Resolution to the appropriate parties; providing for conflicts; providing for severability; and providing for an effective date.

m. TR12925 - Authorization of One Time Merit Award

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing payment of a one time merit award to City Manager Michael C. Cernech, as set forth in Resolution No. R-2011-04, providing for conflicts; providing for severability; and providing for an effective date.

7. **REGULAR AGENDA**
8. **ORDINANCE(S) - FIRST READING**
9. **PUBLIC HEARING(S)**
10. **ORDINANCE(S) - SECOND READING**
11. **QUASI-JUDICIAL HEARING(S)**
12. **OTHER**

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

Pursuant to Chapter 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, he 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 based.

The City of Tamarac complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance, please notify the City Clerk's Office at (954) 597-3505 of such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service at either of the following numbers: 1-800-955-8770 or 1-800-955-8771.



Patricia Teufel, CMC
City Clerk



Title - 9:00 A.M.

9:00 A.M.



Title - Commissioner Julie Fishman

Commissioner Julie Fishman



Title - National Public Safety Communicators Week Proclamation

Presentation of a proclamation by Mayor Harry Dressler proclaiming the week of April 9 - 15, 2017 as "National Public Safety Communicators Week Proclamation".

ATTACHMENTS:

Description	Upload Date	Type
▢ National Public Safety Telecommunicators Week Proclamation	2/15/2017	Proclamation



Requested by Mayor Harry Dressler

WHEREAS, emergencies can occur at any time that require police, fire or emergency medical services; and

WHEREAS, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Broward County Regional E-911 Regional Communications System; and

WHEREAS, Public Safety Telecommunicators of the Broward Sheriff's Office are the first and most critical contact our citizens have with emergency services; and

WHEREAS, the Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and

WHEREAS, the Public Safety Telecommunicators have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

WHEREAS, each of the call takers and dispatchers of the Broward Sheriff's Office have exhibited compassion, understanding and professionalism during the performance of their job in the past year.

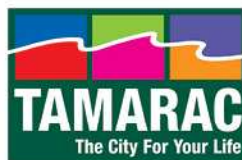
NOW, THEREFORE, I, Harry Dressler, Mayor of the City of Tamarac, Broward County, Florida do hereby proclaim the week of April 9 – 15 as

“NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK”

in honor of the men and women whose diligence and professionalism keep Tamarac and citizens safe.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 22nd day of March 2017.



Harry Dressler

Harry Dressler, Mayor



Title - Arthur Goldglantz Proclamation

Presentation of a proclamation by Mayor Harry Dressler proclaiming Wednesday, March 22, 2017 as "Arthur Goldglantz Day". (Requested by Mayor Harry Dressler)

ATTACHMENTS:

Description	Upload Date	Type
□ Arthur Goldglantz Proclamation	3/13/2017	Proclamation



Requested by Mayor Harry Dressler

WHEREAS, Arthur Goldglantz was born in Brooklyn, New York and graduated from Long Island University and Brooklyn College of Pharmacy; and

WHEREAS, Arthur Goldglantz moved to South Florida in 1977; and

WHEREAS, Arthur's Original Pharmacy & Medical Supplies has been operational in the City of Tamarac for 35 years; and

WHEREAS, Arthur's Original Pharmacy & Medical Supplies has been and continues to be a Tamarac business of good standing since April 1, 1982; and

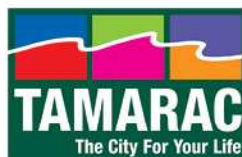
WHEREAS, Arthur Goldglantz is a proud active member of the Tamarac Chamber of Commerce since 1982 and gives back to his community.

NOW, THEREFORE, I Harry Dressler, Mayor of the City of Tamarac, Broward County, Florida, hereby proclaim March 22, 2017 as:

"ARTHUR GOLDGLANTZ DAY"



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 22nd day of March 2017.



Harry Dressler

Harry Dressler, Mayor



Title - Approval of the February 22, 2017 Regular Commission Meeting Minutes

Approval of the February 22, 2017 Regular Commission Meeting Minutes

ATTACHMENTS:

Description	Upload Date	Type
▢ February 22, 2017 Regular Commission Meeting Minutes	3/6/2017	Backup Material

CITY OF TAMARAC
CITY COMMISSION MEETING
WEDNESDAY, FEBRUARY 22, 2017

CALL TO ORDER: Mayor Harry Dressler called the Commission Meeting of the City of Tamarac to order at 9:06 a.m. on Wednesday, February 22, 2017 in City Commission Chambers, Tamarac City Hall, 7525 NW 88th Avenue, Tamarac, FL 33321.

ROLL CALL: Mayor Harry Dressler, Vice Mayor Debra Placko, Commissioner Marlon Bolton, Commissioner Michelle J. Gomez, and Commissioner Julie Fishman were in attendance.

Also in attendance were City Manager Michael C. Cernech, City Attorney Samuel S. Goren and City Clerk Patricia A. Teufel.

PLEDGE OF ALLEGIANCE: Commissioner Bolton led the Pledge of Allegiance.

1. PROCLAMATIONS AND PRESENTATIONS:

a. Presentation of a proclamation by Mayor Harry Dressler proclaiming the month of March 2017 as "Purchasing Month". (Requested by Purchasing/Contracts Manager Keith Glatz)

b. Presentation by Mayor Harry Dressler of Employee Service Awards:

5 - Year Award: Marie Doblas, Fire Inspector, Fire Rescue

10 - Year Awards: Alecia Sinclair, Procurement Coordinator, Financial Services; Raymond Hudanich, Driver Engineer Paramedic, Fire Rescue; Christopher McCarthy, Driver Engineer Paramedic, Fire Rescue; James Scott, Firefighter Paramedic, Fire Rescue; Brandon Walker, Firefighter Paramedic, Fire Rescue; Jason Bentley, Water Plant Lead Operator, Public Services; Nishaad Preetam, Water Plant Operator A, Public Services; William Vallejo, Recreation Assistant, Part Time, Parks & Recreation

20 Year Awards: Jeffrey Moral, Assistant Fire Chief, Fire Rescue; Charlene Nevadomski, Recreation Programmer II, Parks & Recreation

30 Year Award: Timothy Brown, Firefighter Paramedic, Fire Rescue

2. CITY COMMISSION REPORTS:

a. Commissioner Bolton: Commissioner Bolton reported that while he walks his district he is mindful that nothing else matters but the people and that you must always listen to them. Commissioner Bolton said it is heartwarming to see people in the audience as a lot of people cannot attend Commission meetings and acknowledged a resident in attendance. Commissioner Bolton said he recently attended a birthday party at the Bermuda Club for Ms. Doris Shirley who turned 100 years old. Commissioner Bolton said he was happy to represent the City and present Ms. Shirley with a proclamation.

b. Commissioner Gomez: Commissioner Gomez thanked Commissioner Bolton for sharing the story about Ms. Shirley. Commissioner Gomez said she attended the Lime Bay Women's Club Meeting and the very well attended BSO Shred-A-Thon last Saturday. Commissioner Gomez reported that she is honored to have been appointed to the Florida League of Cities Nominating Committee.

c. Commissioner Fishman: Commissioner Fishman said she manned the P.A.R.O.T. table at the Garage Sale and commended BSO for the successful Shred-A-Thon which had approximately 600 cars show up. Commissioner Fishman said this is a wonderful program.

d. Vice Mayor Placko: Vice Mayor Placko said she attended the MPO meetings last week and a representative from Broward County Transit spoke and said since 1994 ridership has increased 180% which is a good indication that we need to plan for the future as Millennials are not looking to drive cars. A representative from the Turnpike Authority reported that they are looking for additional exit and entrance ramps at Cypress Creek Road. Vice Mayor Placko said the MPO is pursuing looking into traffic congestion on Commercial Blvd. Vice Mayor Placko said she attended the Career Day at Millennium Middle School and the students were very attentive and she suggested they have a field trip and attend one of the Commission meetings.

e. Mayor Dressler: Mayor Dressler said he gets involved at national levels as it is important for Tamarac to be seen on a national level. Mayor Dressler reported that the US Conference of Mayor's asked him to sign a proclamation making a commitment to LGBT rights which he was happy to sign. Mayor Dressler said he is on the Broward League of Cities Executive Board and he has been promoted to 2nd Vice President and in two years he will be President which will afford Tamarac a higher profile in the County.

Mayor Dressler said he and his wife, Faith, traveled to the Dominican Republic and spent time with a group of impoverished women. These women have dirt floors in their homes and many do not have electricity. Mayor Dressler said he wants to remind everyone how privileged we are to live in the United States. Mayor Dressler talked about his mother migrating to the USA from Cuba. Mayor Dressler said we have to look at the opportunities the USA has given us because not everyone has that good fortune.

3. CITY ATTORNEY REPORT: City Attorney Goren said on February 14th the Commission was sent the most recent legislative update with pending bills. There are several bills that the Commission has been made aware of by both the Broward League of Cities and Florida League of Cities dealing with business license taxes. Under the two pending bills the City would no longer be able to regulate businesses in the City. City Attorney Goren HB 17 would eliminate the authority of local government and the companion bill caps fees at \$25. These are serious issues and staff is looking at it very carefully as it could have a fiscal impact on the City. City Attorney Goren said the Ethics bill did not go away and would require the Commission members to file a Form 6 in lieu of Form 1 which the Commission now file. This bill is alive and well.

City Attorney Goren said there are about a dozen hand gun management bills, better known as open carry bills that essentially allow a member of the public to carry a weapon in public buildings such as this building which is not currently allowed. There are some other ethics bills that are pending which relate to voting conflicts and would prohibit an elected official from discussing or debating or voting on the issue on the dais with respect to any gain or loss as opposed to Special Private Gain or Loss. City Attorney Goren went on to highlight several other bills contained on the list that was provided to the Commission. City Attorney Goren said this is only February and the session doesn't begin until next month and this list of bills has increased from 6 pages to 45 pages that his office feels are tailored to local government.

City Attorney Goren said we have publically had this discussion about bus tours. Where Commissioners or others who would otherwise look to get on a bus and take a tour there is case law that would suggest that it is a public meeting even if it is simply for fact finding. The suggestion is that you would expose yourself and the City to Sunshine laws. There is actually a bill pending which says that conditions under which members of board or commission which would validate the ability to take a bus tour as opposed to leaving open the question of violating state law. City Attorney Goren responded to comments from Mayor Dressler relative to HB 17. Mayor Dressler talked about an article he wrote that appeared online for the Sun Sentinel Top 100 forum.

City Attorney Goren said there is a League of Cities Newly Elected Boot Camp coming up on February 24th and he along with members of his law firm will be speakers. This will take place at the MPO Building from 8:30 a.m. to 1:00 p.m. It is a 4 hour class of which two hours are dedicated to State Ethics Requirements.

4. CITY MANAGER REPORT: City Manager Cernech said Summer Camp registration packets will be available February 27, 2017. Mail-in registration for residents begins March 6th; mail-in registration for non-residents begins March 13th. Summer camp, which runs from June 19th through August 11th, is offered for Ages 5 – 12 and tween camp is available for ages 13-14 (with limited space). Packets can be picked up at the Community and Recreation Centers.

City Manager Cernech reminded everyone that the pool at the Aquatic Center is closed for open swim during the remainder of February and will re-open March 1st; however the facility will be open for regular scheduled classes and the swim team.

Past event: The Community Garage Sale held on February 11th had nearly 100 vendors and hundreds of shoppers.

Upcoming Events: City Manager Cernech said that on February 23rd at 6:00 p.m. a reception at the Community Center will be held for the after school participants from the City's Fast Track Program who took part in a six-week program with our Black History month artist Sharon Thomas Duca. The children created self-portraits under the guidance of Ms. Duca and following the reception, the works of art will be on display at the Community Center through March. The first Concert in the Park, featuring the band "Solid Brass" will take place on Sunday, February 26th at Mainlands Park from 1:00 p.m. to 3:00 p.m. as parking is limited there will be a shuttle offered from the Mainlands 1 & 2 Clubhouse. The next concert will be held on Friday March 10th from 7:00 p.m. to 9:00 p.m. at the Sports Complex and will feature the band "Motowners".

5. PUBLIC PARTICIPATION: Mayor Dressler opened Public Participation and the following individual spoke: Michael Daoud, 7904 Hibiscus Cir., spoke about overnight parking problems and the lack of enforcing the no overnight parking code.

6. CONSENT AGENDA: Mayor Dressler asked if there were any change/additions to the Consent Agenda and City Manager Cernech said there were no changes/additions to the Consent Agenda. Vice Mayor Placko seconded by Commissioner Fishman moved approval of the Consent Agenda. Motion passed unanimously (5-0).

a. Approval of the February 8, 2017 Regular Commission Meeting Minutes - **APPROVED**

b. TR12895 - PC Lease with Lenovo Financial Services: A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to execute a master lease agreement with Lenovo Financial Services to lease two hundred and twenty-two (222) desktops and laptops for three (3) years at an annual cost of \$71,883.00 for a total cost of \$215,649 at the end of three years; authorize the acquisition of three hundred and twenty-seven (327) monitors from Lenovo at a cost not to exceed \$68,663, providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2017-12

c. TR12909 - Amending Charitable Entities: A Resolution of the City Commission of the City of Tamarac, Florida, Amending Resolution R-2017-02, by specifically adding to the list of charitable entities with whom the City of Tamarac recognizes a formally approved relationship; providing for an Amended Exhibit "A", attached hereto and incorporated herein, as may be amended from time to time, for the expressed purpose of compliance with Section 1-19(c)(5)(a)(4) of the Broward County Code of Ordinances; providing for conflicts; providing for severability and providing for an effective date.

RESOLUTION R-2017-13

7. REGULAR AGENDA: There were no Regular Agenda items scheduled for this meeting

8. ORDINANCE(S) - FIRST READING: There were no Ordinance(s) – First Reading scheduled for this meeting:

9. PUBLIC HEARING(S): There were no Public Hearing(s) items scheduled for this meeting.

10. ORDINANCE(S) - SECOND READING: There were no Ordinance(s) – Second Reading scheduled for this meeting.

11. QUASI-JUDICIAL HEARING(S):

a. Temp. Board Order No. 13: Tamarac Day Care Center - Special Exception: Special Exception Approval to permit the operation of a child day care center with an outdoor play area in the B-1 (Neighborhood Business) Zoning District pursuant to the Permitted Uses Master List, Section 24-434, Tamarac Code of Ordinances. City Attorney Goren read TBO 13 by title into the record. City Attorney Goren went over the Quasi-Judicial procedures and regulations and City Clerk Teufel swore in all affected parties. Community Development Director Calloway appeared and gave a presentation, a copy of which is on file in the City Clerk's Office, and ended by saying that staff supports the Special Exception with conditions. Mr. Joseph Kaller appeared on behalf of the applicant and said this is the day care operator Sasha Maricola's third facility that she will be opening; there is one in Hollywood and the other is in Margate. Mr. Kaller said the applicant has submitted a signed petition by 27 people who are in favor of the project. Mr. Kaller ended by saying that it has been a pleasure working with staff on this project.

Mayor Dressler opened the public hearing and with no one wishing to speak, closed the public hearing.

Commissioner Bolton expressed his concern about the added traffic the day care center would generate and Community Development Director Calloway said it was minimal and there would be no impact. Commissioner Gomez also expressed her concerns about traffic and adequate parking. Mr. Kaller responded to Commissioner Gomez's concerns and Ms. Maricola described what a typical day would be like. Ms. Maricola responded to questions about recess, scheduling, verification of names on petition, security, size of the play area and safety of the children and talked about her other two day care centers.

Mayor Dressler recessed the meeting at 10:42 a.m. and reconvened the meeting at 10:59 with all present as before.

Ms. Maricola and Mr. Kaller responded to questions about adequate lighting in the parking lot, shade covering for the play area, and the security and safety for the children in the play area. There was a lengthy discussion about the child care license process and credentialing and the guidelines that need to be met relative to safety. City Attorney Goren and Community Development Director Calloway responded to concerns about adequate parking at the facility in the future.

Mayor Dressler reopened the Public Hearing and Joel Davidson, 4608 Norfolk Pine Island Dr. expressed his concerns about traffic in that area. With no one else wishing to speak Mayor Dressler closed the Public Hearing.

Mayor Dressler asked the Commission to disclose any communication with the applicant: All said they did not, with Commissioner Bolton saying he did speak with the applicant's mother and that conversation had nothing to do with the day care center.

Commissioner Gomez asked if this item could be delayed so that staff could look into the issues raised by the Commission. There was a discussion about having this project come back before the Commission should issues with traffic because of the day care center arise in the future. City Attorney Goren and Community Development Director Calloway went over the decision making process and roles and responsibilities of the Commission in this matter.

City Manager Cernech said we are here because we have an applicant who is bringing a business into Tamarac which requires a Special Exception because it is a day care center. There are 50 children in the center and traffic generated is somewhere in the neighborhood of 100 cars a day and when you figure in the other businesses that may occupy the plaza the impact could be significantly greater. City Manager Cernech said we should not be boot strapping this applicant on the traffic. City Manager Cernech said traffic on Commercial Blvd. is already atrocious and is not this applicant's issue. They are here to open a business which is something we encourage to fill the vacancies in plazas. City Manager Cernech said if traffic is such a big issue we need to have a global discussion because we can't encourage people to come in and then tell them no because of traffic. We need to have a larger discussion about traffic and economic development.

City Attorney Goren went over the Board Order in great detail.

Commissioner Gomez seconded by Assistant City Manager Phillips moved approval of TBO 13. Motion passed unanimously (5-0).

BOARD ORDER 2017-03

Mayor Dressler passed the gavel to Vice Mayor Placko and left the meeting.

b. TR12902 - Woodmont Country Club Phase II/Golf Course & Maintenance Building - Major Revised Site Plan: A Resolution of the City Commission of the City of Tamarac, Florida, granting Major Revised Site Plan approval (with conditions) for Woodmont Country Club maintenance building and golf course, to allow for the proposed golf course maintenance building and a redesigned 9 hole golf course, new driving/aqua range, new practice areas, new mature tree planting program, renovation of sand traps, relocation of certain tee boxes and/or waterways, extensive landscaping, addition of strategically placed coquina waste areas, cart paths and other beautification efforts for the subject property located at 7801 N.W. 80 Avenue, Tamarac, Florida (Case No. 10-SP-16); providing for conflicts; providing for severability; and providing for an effective date. City Attorney Goren read TR12902 by title into the record. City Attorney Goren went over the Quasi-Judicial procedures and City Clerk Teufel swore in all affected parties. City Attorney Goren said all data before the DRC and Planning Board are part of the record today and any data submitted today will also be part of the record.

Mayor Dressler returned to the meeting and Vice Mayor Placko passed the gavel back to Mayor Dressler.

Community Development Director Calloway gave a presentation, a copy of which is on file in the City Clerk's Office, and ended by saying that the Planning Board forwarded a favorable recommendation with 4 conditions and went over the 4 conditions.

Mayor Dressler recessed the meeting at 12:06 p.m. and reconvened the meeting at 12:32 p.m. with all present as before.

Community Development Director Calloway continued with her presentation and went over the changes to the Amended and Restated Development Agreement and the 10 Conditions of approval. Mayor Dressler accepted staff's PowerPoint presentation into the record as Staff's Exhibit 1.

Attorney Scott Backman appeared on behalf of the applicant and entered the applicant's PowerPoint presentation into the record as Applicant's Exhibit 1, a copy of which is on file in the City Clerk's Office.

Mayor Dressler opened the floor for Commission discussion.

Mayor Dressler asked how you get from the 8th hole to the ninth. Joe Jemsek, Golf Design Designer/Consultant for the applicant replied that there is an existing bridge. Community Development Director Calloway clarified for Mayor Dressler the 8th Condition of Approval. Vice Mayor Placko said the bridge is in serious need of repair.

Community Development Director Calloway said Michael Beebe, Beebe & Associates, Golf Course Design, Renovation and Development Consulting – Consultant for the City of

Tamarac said he has thoroughly reviewed the proposed design produced by Mr. Jemsek and has agreed that the design and cost estimates required for the implementation and future maintenance of the Woodmont Golf Course is adequate. Vice Mayor Placko said the Statement of Values reflects two amounts \$860,000 and \$1,377,000 and asked how it will be determined how much money will be deposited into the Escrow Account. Community Development Director Calloway explained the process for determining the amount and Attorney Backman said the money would be deposited upon closing with Pulte. Vice Mayor Placko confirmed that City Manager Cernech and City Attorney Goren have approved the Escrow Agreement and that the City is in receipt of a signed copy of the Development Agreement.

Vice Mayor Placko asked what would be done to eliminate contaminating the area when soil is moved around. Mr. Mark Schmidt, the applicant, said that to the best of his knowledge the golf course does not have any contamination, only the proposed residential area did, and no dirt would be moved around on the golf course. Mr. Schmidt also said the dirt that would be moved by Pulte will meet all regulations. Mr. Schmidt said the bridge we spoke of earlier does need to be replaced and will be done reasonably soon. Mr. Schmidt said they have spent \$300,000 on the golf course and they will continue to spend money on the golf course. There was a discussion on the types of grass that would be used on the Pines and Cypress golf courses.

Vice Mayor Placko asked why the maintenance shed was moved. Mr. Backman said there was no way to get in or out and Broward County said they would not be able to have a driveway in the original area located off University Dr. The current location is available and is the right location. There was a discussion regarding the feral cats that inhabit the current maintenance building property. Mr. Backman said the cats would be taken care of properly. Mr. Jemsek discussed the types of equipment that would be housed in the maintenance building.

Vice Mayor Placko said that she cannot in any way condone the maintenance building being put where it is proposed to be and that there must be a way to move it somewhere else on the County Club property or close to University Drive. There was a discussion regarding the buffering of the maintenance building. Vice Mayor Placko reiterated that she does not want the maintenance building in that area.

Mayor Dressler opened the Public Hearing and the following individuals indicated their opposition to the proposed placement of the maintenance building: Ronna Brown, Paula Roberge, Linda Chow-Quan, Abe Lisner, Francis Chow-Quan, Frank Naczi, Cliff Seidler.

Mayor Dressler recessed the meeting at 2:00 p.m. and reconvened the meeting at 2:14 p.m. with all present as before.

Mayor Dressler continued the Public Hearing: Dick Brown, Matilde Elsa Suarez, Patricia Wynn, Lisa Hayden, Beyniel Llanis, and Michael Doud. The following individual expressed his concern about fencing: Lee Viverette. All pertinent information on the speakers is on file in the City Clerk's Office. With no one else wishing to speak, Mayor Dressler closed the Public Hearing.

Mr. Backman responded to questions from Commissioner Gomez relative to the sheds. City Attorney Goren said Mr. Backman has the right to ask anyone who is here today any questions and Mr. Backman said there is no need to call anyone for cross examination. Mr. Backman said there is nowhere else the maintenance building can go. This property has been tested and looked at by Broward County and other governmental agencies and has been approved. Mr. Backman said they have made a lot of progress and they are working towards completion dates. They are willing to listen to suggestions but this is a permissible and allowable use. Mr. Backman said he does not want progress to cease; does not know of any other locations; his client has legal rights that have been complied with and hopes the Commission will move this forward.

Messrs. Backman and Schmidt responded to more questions from Commissioner Gomez regarding the maintenance building, sheds, operating hours and the maintenance of the proposed site.

Vice Mayor Placko said Woodmont is a premier community and this project is a great project for that community. Vice Mayor Placko said she wants this project to move forward as Mr. Schmidt, staff, the fire department and engineering have been discussing where this should go. Vice Mayor Placko asked if she could pull the maintenance building issue out of this and go back to the staff, the applicant, the engineers and fire department to find another location. City Attorney Goren said the Commission owns and controls this and staff and the Planning Board have given you their best recommendation. If this Commission, in reviewing this particular application, wants to approve it with an exception, the Commission can certainly exercise that right. City Attorney Goren said yes the overall application can be considered with the carve out of this particular item to be sent back to staff, along with applicant's legal counsel, for further review. Vice Mayor Placko said we have to find a way to put this somewhere where it will not impact the residents and asked staff to look at another location. There are no other options or locations where the maintenance building can go that will not create an impact on other residential communities. Mr. Backman said he is not sure what more they can offer and by delaying this it will put the City in violation of the Development Agreement. This will also create other issues. Vice Mayor Placko said at the Planning Board Meeting you were asked if you looked at any other location and you indicated you had not. Mr. Backman said that was correct but since then they have looked at various other locations throughout the golf course and any one of those locations would also create problems. Mr. Schmidt said that the further he moves the maintenance building away the farther people will have to come in, it will create more noise driving through the golf course just to get to the maintenance building. Mr. Schmidt reiterated that there are no other locations and they have moved the building back as far as they could from the six houses and they buffered the building 7 times what the code calls for. Vice Mayor Placko offered several other potential sites that she believed would work.

Mayor Dressler asked when the closing with Pulte will take place and Mr. Backman responded that it would take place five days after site plan approval sometime in April

There was a general discussion relative to the placement of the building, noise, fencing around the building, buffering, when work would be done on the golf course, the possibility of vagrants using the area and the possibility of children climbing the 6 foot fence.

City Attorney Goren reminded the Commission that as of yesterday Pulte had signed the Agreement and we have a legally binding relationship between Pulte, Woodmont Country Club and the City of Tamarac. The applicant has met commitments and actions have been taken. Mayor Dressler talked about the fiduciary responsibility of the Commission and noted that the Commission is trying to be responsible for the community.

City Attorney Goren said what is before the Commission today is a Major Revised Site Plan for the golf course and the maintenance building. This is a Quasi-Judicial item and the purpose of today's hearing was to hear testimony and evidence to be able to support the applicant's request for that approval. The subject matter was contained in the amended Development Agreement which was approved by the Commission. Pulte and Woodmont have signed off and the Commission has the burden to follow the Code, the Charter and State Law. The Commission has heard from the residents, the applicant and applicant's counsel. There comes a time when you will have to make hard decisions. City Attorney Goren said the matter of concern he has is the fact that the applicant under oath has said that they cannot change the placement of the maintenance building. City Attorney Goren said he will not suggest that Mr. Backman is right or wrong. City Attorney Goren talked about the Zavaco lawsuit to which the City is not a party and the City has done nothing right or wrong or indifferent to be involved in that lawsuit. In fact we have walked that line steadily and carefully for the past few years recognizing that the litigants were not the City but were Zavaco and Woodmont. The City has done everything it could to avoid crossing that line. City Attorney Goren said he has concerns that we are in a different place today than you were back in January when the Development Agreement was under consideration. Mayor Dressler noted for the record that some decisions are torturous for the Commission and explained the next steps the Commission could take and the process in order to achieve an end result.

Vice Mayor Placko asked if there is a reason that Pulte is not buying the property now. Mr. Backman said it is very typical in land development contracts to make sure that you have all approvals before you purchase the property. Pulte does not have site plan approval yet and they will not close on the property and spend millions of dollars on a piece of property until they know they have all their approvals.

Vice Mayor Placko asked to have a one on one conversation with City Attorney Goren. City Attorney Goren noted for the record that he would only be talking with the Vice Mayor.

Mayor Dressler recessed the meeting at 4:04 p.m. and reconvened the meeting at 4:45 p.m. with all present as before.

City Attorney Goren thanked the Commission for the opportunity for the brief recess. City Attorney Goren said we left off with a series of possible motions. There is only one motion currently on the floor. City Attorney Goren said he had a conversation with the Vice Mayor privately and he also had some time with the applicant's legal counsel. City Attorney Goren suggested that the Mayor allow the applicant's counsel to present a proposed compromise that has not yet been discussed with the Commission but maybe legally supportable and defensible and somewhat more harmonious in the context of the potential pressure that might occur if certain actions don't occur this afternoon.

Mr. Backman said as the Commission knows the building was moved an additional 32 feet to the west and what did not shift was the fence. The applicant is proposing to make the entire

eastern buffer fence line moved against the building and install an 8 foot high wall along the southern side of the building. Mr. Backman then described at length the additional fencing and buffering being proposed at the site. Mr. Backman responded to questions from the Commission relative to the proposed wall and fence. Commissioner Gomez said this is a good compromise. Commissioner Bolton said he is a proponent of the people and we have a duty to the City and developer. If the people are happy with this then he has no problem with this moving forward but if the people are not happy he would not be comfortable moving forward.

Mr. Backman responded to additional questions about the fence from Vice Mayor Placko. Vice Mayor Placko said this has been agonizing for everyone. We have spent many hours trying to do what is best for the community. Vice Mayor Placko said she studied the plans to try and find another location and was unable to do so. Vice Mayor Placko said this is a viable option now and she knows she cannot make everyone happy and will have to make a decision. This is now more tolerable than it was and a good deal for the community.

Mayor Dressler reopened the Public Hearing and the following individuals expressed their concerns about the project: Jan Fleishman, Dick Brown, Patricia Wynn, Carlos Suarez, Paula Roberge and Michael Daoud. All pertinent information on the speakers is available in the City Clerk's Office. Mr. Backman responded to some questions from the speakers. With no one else wishing to speak Mayor Dressler closed the Public Hearing.

Vice Mayor Placko made a motion to amend TR12902 as proposed by applicant's legal counsel regarding the wall and fence combination for the maintenance building as described on the record. The motion was seconded by Commissioner Gomez. Motion passed unanimously (5-0).

Commissioner Gomez seconded by Vice Mayor Placko moved approval of TR12902 as amended. Motion passed 4-1 with Commissioner Bolton dissenting.

RESOLUTION R-2017-14

12. OTHER:

There being no further business to come before the City Commission, Mayor Dressler adjourned the meeting at 5:24 p.m.

Harry Dressler, Mayor

Patricia Teufel, CMC
City Clerk



Title - Approval of the March 6, 2017 Special Commission Meeting Minutes

Approval of the March 6, 2017 Special Commission Meeting Minutes

ATTACHMENTS:

Description	Upload Date	Type
▣ Minutes of the March 6, 2017 Special Commission Meeting	3/7/2017	Backup Material

**CITY OF TAMARAC
SPECIAL CITY COMMISSION MEETING
MONDAY, MARCH 6, 2017**

CALL TO ORDER: Mayor Dressler called the Special Meeting of the City Commission to order at 9:06 a.m. on Monday, March 6, 2017, in Conference Room 105 at Tamarac City Hall, 7525 NW 88 Avenue, Tamarac, FL, 33321.

PRESENT: Mayor Harry Dressler, Vice Mayor Debra Placko, Commissioner Marlon Bolton, Commissioner Michelle J. Gomez, Commissioner Julie Fishman

ALSO PRESENT: City Manager Michael Cernech, Assistant City Manager Diane Phillips, City Attorney Samuel S. Goren, City Clerk Patricia Teufel, Assistant City Clerk Lillian Pabon, Information Technology Director Levent Sucuoglu, Fire Chief Mike Burton, BSO Captain Neal Glassman, Financial Services Director Mark Mason, Human Resources Director Maria Swanson and Risk/Safety Manager Patty Tomaszewski

City Attorney Goren explained the purpose of this meeting, is to discuss the City's Security Master Plan and Implementation Plan for FY-2017 and beyond. City Attorney Goren said that under the provisions of Florida Statutes Section 281.301 F.S. records and all meetings relating directly to or that would reveal such systems or information are confidential and exempt from F.S. 119.07(1) and F.S. 286.011 and other laws and rules requiring public access or disclosure. City Attorney Goren explained the difference between a Shade Session, Closed Door Session and Labor Negotiation Sessions. City Attorney Goren noted for the record that the Commission will not take anything from this meeting because it would then become a public record.

Mayor Dressler recessed the Special Meeting at 9:11 a.m. Mayor Dressler closed the private session and reopened the Special Meeting.

Mayor Dressler reconvened the Special Meeting at 10:02 a.m. with all present as before.

There being no further business to come before the Mayor and City Commission, Mayor Dressler adjourned the special meeting at 10:03 a.m.

Harry Dressler, Mayor

Patricia Teufel,
City Clerk



Title - Approval of the March 8, 2017 Regular Commission Meeting Minutes

Approval of the March 8, 2017 Regular Commission Meeting Minutes

ATTACHMENTS:

Description	Upload Date	Type
☐ March 8, 2017 Regular Commission Meeting Minutes	3/13/2017	Backup Material

CITY OF TAMARAC
CITY COMMISSION MEETING
WEDNESDAY, MARCH 8, 2017

CALL TO ORDER: Mayor Harry Dressler called the Commission Meeting of the City of Tamarac to order at 7:05 p.m. on Wednesday, March 8, 2017 in City Commission Chambers, Tamarac City Hall, 7525 NW 88th Avenue, Tamarac, FL 33321.

ROLL CALL: Mayor Harry Dressler, Vice Mayor Debra Placko, Commissioner Marlon Bolton, Commissioner Michelle J. Gomez, and Commissioner Julie Fishman were in attendance.

Also in attendance were City Manager Michael C. Cernech, City Attorney Samuel S. Goren and City Clerk Patricia A. Teufel.

PLEDGE OF ALLEGIANCE: Commissioner Gomez led the Pledge of Allegiance.

1. PROCLAMATIONS AND PRESENTATIONS:

a. Presentation of a proclamation by Mayor Harry Dressler proclaiming the month of March 2017 as "Women's History Month". (Requested by Commissioner Marlon Bolton)

2. CITY COMMISSION REPORTS:

a. Commissioner Bolton: Commissioner Bolton said he attended an Interfaith Group meeting, of which he is a board member, that was attended by 45 Pastors from in and around Tamarac and Broward County. Prior to the meeting they were asked to survey their members to see how many Tamarac residents were active members in their churches and it was reported that almost 4,000 Tamarac residents are part of their churches to date. Commissioner Bolton said he attended the State of Black Broward Event that was held at the African American Resource Library and was attended by 500 to 1,000 elected officials and residents. Commissioner Bolton said he also attended the School Board Meeting; the Tamarac Chamber of Commerce After Hours Mixer with the City of North Lauderdale, the Ethics Boot Camp for elected officials and the Concert in the Park in Mainlands Park. Commissioner Bolton said he was in contact with 5 HOA presidents and board members and continues to walk his district. He was invited to the Harvard Academy and was given the opportunity to motivate the students and talk about his journey in becoming a Commissioner.

Commissioner Bolton said it is International Women's Day and women are very special and we do not raise our voices to or threaten women. Women are strong leaders and as men we should show respect in the presence of women. Commissioner Bolton quoted Malala Yousafzai "Do not wait for someone else to come and speak for you. It is you who can make change in the world".

b. Commissioner Gomez: Commissioner Gomez welcomed the newest member of the Commission Office, Pam Miller. Commissioner Gomez attended the Broward County Planning Council meeting where they were given a legislative update. There is a lot of legislation out there trying to preempt cities regulating businesses and went over an extensive list of businesses that cities would have the potential of not regulating. Commissioner Gomez said the City Attorney and the City Manager will be looking into these

bills as well as other bills. Commissioner Gomez attended the Tamarac Chamber of Commerce Business Expo; the Boot Camp for Elected Officials Ethics Training, the COPS's breakfast, the Concert in the Park; the School Board meeting; the Tamarac Chamber of Commerce Breakfast and attended the Legislative kickoff. Commissioner Gomez encouraged people to contact their representatives with their concerns.

c. Commissioner Fishman: Commissioner Fishman wished everyone a Happy International Women's Day and noted that she was happy about the Women's History Month proclamation. Commissioner Fishman said she is wearing red as it represents the accomplishments of women. After last year's historic election only 19.1% of the US Congress are women; only 21 women are in the Senate and 83 women in the House. In Florida only 39 of the 160 members are women, which is only 24.4%. Over 51% of the population is women and we can be agents of change. Commissioner Fishman said she is pledging to help other women who want to get involved in public service and urged them to contact her at City Hall.

d. Vice Mayor Placko: Vice Mayor Placko thanked the School Board for revisiting the Millennium Middle School issue and doing what is right for the students. Vice Mayor Placko said she has spent a lot of time out at Woodmont and is pleased that there is so much going on with the golf course. This is the first activity that anyone has seen in 10 years. Vice Mayor Placko said she attended the first Board meeting of Family Central. Once a year Family Central has a combined Board and Staff meeting and when she listened to the staff she was in awe of what they do on a daily basis and their dedication to children is overwhelming. Vice Mayor Placko said she is hoping to bring back the food-drive this summer because when school is out children go hungry. Vice Mayor Placko said the District 4 Neighborhood Meeting is on March 29th at 6:30 p.m. at the Community Center and invited people to attend the meeting. Vice Mayor Placko said the Arts & Craft Festival is scheduled for Saturday and Sunday, April 1st and 2nd from 10:00 a.m. to 5:00 p.m. on 57th Street behind the Community Center and the Library and encouraged people to attend.

e. Mayor Dressler: Mayor Dressler said he is on the Broward League of Cities Board of Directors and at the last meeting they had an interesting legislative update on pending bills. Mayor Dressler said one of the bills HB17 and SB1158 have to do with the limitation of home rule for cities. One issue that came up was what happens if the State wants to regulate permits and code issues. The question arose as to who would then do the inspections, who would process the permits and would people have to go to Tallahassee for permits. Mayor Dressler questioned the thinking behind such a bill and if passed would have an impact on cities which would create total chaos. Mayor Dressler talked about HB897 regarding the publication of legal notices on municipalities websites. Mayor Dressler said next week he will be traveling to Washington D.C. with his colleagues for the National League of Cities Congressional Conference and he will get the opportunity to learn how issues are being approached by other cities. Mayor Dressler said he would give a report when they come back from Washington D.C.

3. CITY ATTORNEY REPORT: City Attorney Goren said that earlier today his office sent the Commission a 68 page legislative update report which is tailored to all the cities they represent. It is a compendium of important bills that might impact Tamarac and other cities. City Attorney Goren said Shana Bridgeman is working with him on drafting the document and what they have done is put a legend on the form where if a bill is noted in red the Florida League of Cities opposes it and if it is green the Florida League of Cities supports the bill. City

Attorney Goren said the last of the bills were filed on Monday night and we did not want to publish this report until after the close of business because now no new bills can be filed. City Attorney Goren highlighted numerous bills that had the potential to impact cities.

City Attorney Goren said at the Ethics Boot Camp Training presenters advised people to file their objections and get involved early. City Attorney Goren said when you get with public officials you get to talk about your concerns. This is serious as bills were filed that essentially remove the Commission's authority under Chapter 166. City Attorney Goren said his office will keep the Commission posted.

City Attorney Goren said the Zaveco vs. Woodmont trial ended and thanked all the staff involved for their efforts to be fair, accurate and truthful. City Attorney Goren reminded the Commission that Tamarac was neutral during the process.

City Attorney Goren responded to questions from Commissioner Gomez relative to the bills regulating drones. Commissioner Gomez said she would like staff to look into something quickly regarding a local ordinance to regulate drones.

Mayor Dressler spoke about Home Rule being established in 1968.

4. CITY MANAGER REPORT: City Manager Cernech said if HB17 passes it will cost the City almost \$1 million a year which will be a devastating blow to our 2018 budget. Someone will have to make up the difference if we want to continue to do the things we need to do for the City.

City Manager Cernech reported that the Building Dept. is providing a permitting workshop on Wednesday, March 15th at 10:00 a.m. at their office located at 6011 Nob Hill Rd., first floor. Any resident who has questions relating to permitting, etc. can attend and take advantage of a more personal setting. It is recommended that you register to attend by calling Maria Aviles at 954-597-3420 or Gerry Smilen at 954-597-3420 and you can also register at the front counter.

City Manager Cernech said that the City is required to retain records and has traditionally sent those records to a storage facility for a fee. The City Clerk's Office has undertaken a project to digitize records in order to reduce storage costs. We are happy to report that over the last 12 months 285 boxes have been removed from storage saving the City just under \$1,700 annually.

City Manager Cernech said his office has reached out to our State representatives to request their assistance in opposing SB596 and HB687. Several years ago the City approved an ordinance that allows the City to control both the location and appearance of Telecom Company infrastructure. Both bills seek to limit the fees charged to the Telecom Companies for these services which would result in our residents subsidizing the cost. On Tuesday, March 7th SB596 passed the Senate Communications and Public Utilities Committee by a vote of 7-1.

City Manager Cernech announced that our new City Engineer Mustafa Albassam was the recipient of the Florida Engineering Society "Young Engineer of the Year" at the Broward County Chapter Florida Engineering Society Annual Award Dinner.

City Manager Cernech said the National League of Cities has recognized Tamarac as a Leading Digital City because we strive to employ the best technology available. The City has now transitioned to cloud based Microsoft Office 365. In addition to making us more efficient, every computer system is now equipped with encryption capabilities that further ensure the security of our data.

Upcoming Events: City Manager Cernech said the Groove on the Grass Concert in the Park, featuring the group "Motowners", will take place on Friday, March 10th from 7 to 9 p.m. at the Sports Complex. The Movie in the Park featuring the movie "Storks" will take place on Friday, March 24th at the Tamarac Sports Complex. Pre-movie activities start at 6:30 p.m. and the movie starts at 8:00 p.m.

City Manager Cernech said Public Services has begun the installation of the electronic signs. Signs have been installed at City Hall and the Community Center. Staff is currently reviewing a number of Gateway and Facility signs for further processing.

5. PUBLIC PARTICIPATION: Mayor Dressler opened Public Participation and with no one wishing to speak, closed the public hearing.

6. CONSENT AGENDA: Mayor Dressler asked if there were any changes/additions to the Consent Agenda and City Manager Cernech said there were no changes/additions to the Consent Agenda. Commissioner Gomez seconded by Vice Mayor Placko moved approval of the Consent Agenda as presented. Motion passed unanimously (5-0).

a. TR12914 - Opposition to Removing Federal Tax Exempt Status to Municipal Bond Interest: A Resolution of the City Commission of the City of Tamarac, Florida opposing any effort to reduce or repeal the federal tax exemption on interest earned from municipal bonds; authorizing the Mayor to execute a letter in support of maintaining the present tax exempt status of municipal bonds; authorizing the delivery of this resolution and letter to the Florida Delegation to Congress and to Senators Nelson and Rubio; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2017-15

b. TR12913 - Purchase of Showmobile Mobile Stage: A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to approve the purchase of a Showmobile mobile stage at a cost not to exceed \$146,589, from Wenger Corporation, utilizing "TCPN - The Cooperative Purchasing Network" Contract Number R-14084; approving funding from the appropriate Parks and Recreation Account; providing for conflicts; providing for severability; and providing an effective date.

RESOLUTION R-2017-16

c. TR12905 - Execution of Agreement with Murphy Pipeline Contractors, Inc. for the University Drive Water Main Upgrade Project (Pipe Bursting): A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to accept and execute a Purchase Order Agreement between the City of Tamarac and Murphy Pipeline Contractors, Inc. utilizing pricing from an agreement obtained through a formal competitive process by the Allied States Cooperative, Education Service Center (ESC) Region 19, RFP Number 13-6903 for an amount not to exceed, \$933,598.60 for the

replacement of 4,059 linear feet of water pipe together along with 22 existing fire hydrants and 3 new fire hydrants on the east side of University Drive from NW 77th Street to Southgate Boulevard; a contingency of 10% or \$93,359.86 will be added to the project account for a total amount of \$1,026,958.46 authorizing the appropriate City Officials to administer the contract; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2017-17

d. TR12912 - In-Kind and In Cash Support and Waiver of Fees - Tamarac Chamber of Commerce Arts & Crafts Festival: A Resolution of the City Commission of the City of Tamarac, Florida, approving a request from the Tamarac Chamber of Commerce for in-kind and in cash support and to waive fees for the Tamarac Chamber of Commerce 2017 Arts & Crafts Festival to be held in and around the Tamarac Community Center, along 57th Street, Saturday-Sunday, April 1-2, 2017, from 10:00 a.m. to 6:00 p.m., in an amount of approximately \$12,950; providing for permits, proper insurance, execution of a hold harmless agreement, and an executed lease agreement; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2017-18

7. REGULAR AGENDA: There were no Regular Agenda items scheduled for this meeting.

8. ORDINANCE(S) - FIRST READING: There were no Ordinance(s) – First Reading scheduled for this meeting.

9. PUBLIC HEARING(S): There were no Public Hearing(s) items scheduled for this meeting.

10. ORDINANCE(S) - SECOND READING: There were no Ordinance(s) – Second Reading scheduled for this meeting.

11. QUASI-JUDICIAL HEARING(S): there were no Quasi-Judicial Hearing(s) items scheduled for this meeting.

12. OTHER:

There being no further business to come before the City Commission, Mayor Dressler adjourned the meeting at 8:10 p.m.

Harry Dressler, Mayor

Patricia Teufel, CMC
City Clerk



Title - TR12915 - Gasoline & Diesel Co-op

A Resolution of the City Commission of the City of Tamarac, Florida approving the purchase of Diesel Fuel and Gasoline from Port Consolidated, Inc. utilizing the City of Pompano Beach RFP number E-13-17 on behalf of the Southeast Florida Government Purchasing Cooperative; authorizing purchase of Diesel Fuel and Gasoline in the quantities needed based on the OPIS Fuel Index Cost at the time of delivery; effective April 1, 2017 through March 31, 2020 or as extended by the City of Pompano Beach; authorizing proper City Officials to execute Contract renewals; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

Citywide

ATTACHMENTS:

Description	Upload Date	Type
▣ TR 12915 MEMO	3/6/2017	Cover Memo
▣ TR 12915 Resolution	3/6/2017	Resolution
▣ TR12915 Exhibit 1	3/16/2017	Exhibit
▣ TR12915 Exhibit 2	3/16/2017	Exhibit
▣ BACKUP - City of Pompano RFP	3/6/2017	Backup Material

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
PUBLIC SERVICES DEPARTMENT

TO: Michael C. Cernech, City Manager

DATE: March 2, 2017

THRU: Jack Strain, Director of Public Services

FROM: Troy Gies, Budget and Contracts Manager

RE: Temp. Reso. #12915 Unleaded Gasoline & Diesel Fuel Purchase Utilizing Southeast Florida Purchasing Group Agreement E-13-17 – Commission Agenda March 22, 2017

Recommendation:

I recommend the City Commission authorize the appropriate City Officials to approve the purchase of unleaded gasoline and diesel fuel in quantities needed based on the OPIS fuel index cost at the time of delivery per RFP E-13-17 awarded by the City of Pompano Beach, as the Lead Agency for the Southeast Florida Governmental Purchasing Cooperative Group (Co-op); effective from April 1, 2017 through March 31, 2020 or as extended by the City of Pompano Beach, authorizing proper City Officials to execute contract renewals; and that this item be placed on the March 22, 2017 Commission Agenda.

Issue:

Approval of the purchase of unleaded gasoline and diesel fuel in quantities needed based on the OPIS fuel index cost at the time of delivery per RFP E-13-17 awarded by the City of Pompano Beach, as the Lead Agency for the Co-op; and authorizing proper City Officials to execute contract renewals.

Background:

The City fleet, pump stations, and emergency generators use large quantities of diesel fuel and gasoline on an annual basis. In order to meet the City's fuel needs in the most cost effective manner, the City has been utilizing cooperative purchasing agreements awarded via the Co-op since June 2005, and has utilized Co-op Agreements annually as they have been awarded via competitive procurement and/or renewed by the Co-op.

The City of Pompano Beach, on behalf of the Co-op, issued RFP E-13-17 on December 20, 2016 for Unleaded Gasoline and Diesel Fuel. RFP E-13-17 closed on January 20, 2017, and an Evaluation Committee shortlisted Mansfield Oil, MacMillan Oil, and Port Consolidated, Inc. for future presentation. On February 14, 2017, the City Commission of the City of Pompano Beach approved the final ranking and authorized negotiations between Port Consolidated, Inc. and the City of Pompano Beach; and the Evaluation Committee received BAFO from Port Consolidated, Inc. on February 15, 2017.

On March 14, 2017, upon the second reading, the City Commission of the City of Pompano Beach approved Ordinance 2017-132 authorizing the execution of an Agreement between the City of Pompano Beach and Port Consolidated, Inc. for the purchase of unleaded gasoline and diesel fuel, in accordance with the pricing, terms and conditions of RFP E-13-17, with the City of Pompano Beach acting as the Lead Agency for the Co-op.

Contract Summary (SE Florida Cooperative):

Contract Title: Unleaded Gasoline and Diesel Fuel for the Southeast Florida Governmental Purchasing Cooperative Group (RFP E-13-17), through the City of Pompano Beach
Vendor: Port Consolidated, Inc.
Effective Dates: April 1, 2017 through March 31, 2018 / renewal options through March 31, 2022
Contract Term: Initial One (1) one-year term
Four (4) additional one-year renewal options

The intent of RFP E-13-17 was to establish an annual open-ended contract for the purchase of unleaded gasoline and diesel fuel, as and when needed. In addition, the vendor must have access to volumes of substantial petroleum products at Port Everglades, and those products must be available at competitive market rates.

The Contract establishes the base price for the diesel fuel and unleaded gasoline utilizing the Oil Price Information Service (OPIS). OPIS is an industry standard source of real-time wholesale fuel prices, and ensures competitive prices at the time of purchase. Via the Best and Final offer to the Co-op, Port Consolidated will sell gasoline and diesel using the daily OPIS price index plus the negotiated differential listed below:

Description	Transport (Tanker Truck) Delivery Differential \$ Per Gallon	Tankwagon Delivery Differential
Unleaded Gasoline	0.007	0.089
Ultra Low Sulfur Diesel Fuel	0.007	0.089

The differential cost shall remain firm during the initial contract period and any renewal period unless agreed to in writing by the City of Pompano Beach (Lead Agency for the Co-op) and Port Consolidated.

Fiscal Impact

Funding for unleaded gasoline and diesel fuel is approved in the annual budget. The FY 17 Approved Budget includes funding for gasoline and fuel in the amount of \$522,500.00, and is allocated in the appropriate operating budgets within the General Fund, Stormwater Fund, Utilities Fund, Building Fund, and Fire Fund.

In FY 2016, \$508,800.00 was included in the FY 2016 Approved Budget and \$262,016.22 was expended for gasoline and fuel for City vehicles and equipment. Furthermore, the use of a daily price index is advantageous to the City because it eliminates any incentive for the vendor to withhold delivery of gasoline to manipulate the selling price of gasoline; ensuring a true market price.

At the advice of the Financial Services Department, the City sets the budget for petroleum products based, in part on historical prices and consumption. This takes into account volatile prices swings and higher than average consumption during and after disasters. By budgeting for "worst case" scenarios, the City has an adequate budget for fuel in the event we are affected by a natural disaster, at which point both consumption and prices can increase dramatically.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2017-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA APPROVING THE PURCHASE OF DIESEL FUEL AND GASOLINE FROM PORT CONSOLIDATED, INC. UTILIZING THE CITY OF POMPANO BEACH RFP NUMBER E-13-17 ON BEHALF OF THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE; AUTHORIZING PURCHASE OF DIESEL FUEL AND GASOLINE IN THE QUANTITIES NEEDED BASED ON THE OPIS FUEL INDEX COST AT THE TIME OF DELIVERY; EFFECTIVE APRIL 1, 2017 THROUGH MARCH 31, 2018 OR AS EXTENDED BY THE CITY OF POMPANO BEACH; AUTHORIZING PROPER CITY OFFICIALS TO EXECUTE CONTRACT RENEWALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, gasoline and diesel fuels are necessary in order to operate the City fleet; and

WHEREAS, The Tamarac Procurement Code, §6-148, allows the Purchasing Officer the authority to waive purchasing procedures and purchase goods and services which are the subject of contracts with other governmental agencies; and

WHEREAS, the City of Pompano Beach issued RFP # E-13-17, on behalf of the Southeast Florida Governmental Purchasing Cooperative, (Co-op), incorporated herein by reference and on file in the office of the City Clerk; and

WHEREAS, on March 14, 2017, the City Commission of the City of Pompano Beach approved Ordinance 2017-132, upon second reading, which awarded RFP # E-13-17 to and authorized an Agreement with Port Consolidated, Inc. for the purchase of diesel fuel and gasoline, a copy of the approved Ordinance 2017-132 and the Agreement between the

City of Pompano Beach and Port Consolidated, Inc. are attached hereto as Exhibit 1 and Exhibit 2, respectively; and

WHEREAS, the City of Tamarac is a member of the Southeast Florida Governmental Purchasing Cooperative Group; and

WHEREAS, funds are available for the purchase of diesel fuel and unleaded gasoline; and

WHEREAS, it is the recommendation of the Director of Public Services, the Director of Financial Services, and the Purchasing and Contracts Manager that the City of Pompano Beach Co-op RFP # E-13-17 be utilized for the purchase of diesel fuel and gasoline; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the citizens and residents of the City of Tamarac to purchase diesel fuel utilizing this City of Pompano Beach Cooperative Purchasing Agreement.

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

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

SECTION 2: The City Commission of the City of Tamarac HEREBY authorizes the use of the Cooperative Purchasing Agreement RFP E-13-17 and the appropriate City Officials are HEREBY authorized to purchase diesel fuel and gasoline from Port Consolidated, Inc. under Co-op RFP # E-13-17, incorporated herein by reference and on file in the office of the City Clerk.

SECTION 3: The purchase of diesel fuel and gasoline utilizing the City of Pompano Beach Co-op RFP # E-13-17 is hereby authorized in quantities needed based on the OPIS Fuel Index at the time of delivery.

SECTION 4: The appropriate City Officials are HEREBY authorized to extend or renew the Agreement with Port Consolidated, Inc. for the purchase of diesel fuel and gasoline utilizing the City of Pompano Beach Co-op RFP # E-13-17 commensurate with the renewal or extension of the Agreement by the City of Pompano Beach on behalf of the Southeast Florida Governmental Purchasing Cooperative.

SECTION 5: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications, and to this end the provisions of this Resolution are declared to be severable.

SECTION 7: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2017.

HARRY DRESSLER
MAYOR

ATTEST:

PATRICIA A. TEUFEL, CMC
CITY CLERK

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

SAMUEL S. GOREN
CITY ATTORNEY

Orig. 19

ORDINANCE NO. 2017- 32

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND PORT CONSOLIDATED, INC. FOR THE PURCHASE OF UNLEADED GASOLINE AND DIESEL FUEL, WITH THE CITY OF POMPANO ACTING AS THE LEAD AGENCY FOR THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pompano Beach, acting as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group, enters into a contract with Port Consolidated, Inc. for the purchase of unleaded gasoline and diesel fuel, in accordance with the pricing, terms and conditions of RFP E-13-17; and

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement with Port Consolidated, Inc. pursuant to RFP E-13-17.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 28th day of February, 2017.

PASSED SECOND READING this 14th day of March, 2017.



LAMAR FISHER, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

/jrm
2/16/17
L:ord/2017-132

**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. _____

Description/Title: _____

Initial Contract Term: Start Date: _____ End Date: _____

Renewal Terms of the Contract: _____ Renewal Options for _____
(No. of Renewals) (Period of Time)

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

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

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

SECTION #1 **VENDOR AWARD**

Vendor Name: _____

Vendor Address: _____

Contact:

Phone: _____ Fax: _____

Cell/Pager: _____ Email Address: _____

Website: _____ FEIN: _____

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: _____ Resolution/Agenda Item No.: _____

Insurance Required: Yes _____ No _____

Performance Bond Required: Yes _____ No _____

SECTION #3 **LEAD AGENCY**

Agency Name: _____

Agency Address: _____

Agency Contact: _____ Email _____

Telephone: _____ Fax: _____

Orig 19

CONTRACT

THIS AGREEMENT is made and entered into this 15th day of March, 2017, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and PORT CONSOLIDATED, INC., a Florida corporation, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth; and

WHEREAS, the City of Pompano Beach is acting as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group, and the City enters into a contract with Port Consolidated, Inc. for the purchase of unleaded gasoline and diesel fuel, in accordance with the pricing, terms and conditions of RFP E-13-17; and

WHEREAS, Contractor agrees to provide all members of the Southeast Florida Governmental Purchasing Cooperative Group with the same pricing as the City of Pompano Beach.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – RFP E-13-17; Exhibit "B" – Proposal of Port Consolidated, Inc.; Exhibit "C" – Rate Schedule; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide for the purchase of unleaded gasoline and diesel fuel upon the terms and conditions herein set forth and the Contract Documents.

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (RFP E-13-17), attached hereto and by reference incorporated herein and made a part hereof. Contractor agrees to provide all members of the Southeast Florida Governmental Purchasing Cooperative Group, as listed in Attachment "B" of RFP E-13-17, ("Participating Agencies"), and as may be added during the period of this Agreement, with the same pricing as the City of Pompano Beach.

4. Term of Contract. This Contract shall be for a term of three (3) years or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then City, with City Commission approval, shall have the option to renew this contract for an additional period of two (2) years upon the written consent of both the City and the Contractor, and provided that City will provide notification within sixty (60) days of termination date of its intention.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its products and services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract. City shall be responsible only for payment for products and services provided to City and not for purchases from Contractor by Participating Agencies.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as set forth in the Rate Schedule attached hereto as Exhibit "C" and incorporated herein.

8. Invoices. Contractor shall submit the invoices to City and Participating Agencies for their agency's purchases only, and payments made in the manner provided in Paragraph U.11 of RFP E-13-17. All payments by the City and Participating Agencies, shall be made after the service has been provided.

9. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

10. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Port Consolidated, Inc.
Donald R. Carlton, Jr., President
P. O. Box 350430
Fort Lauderdale, Florida 33335

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

11. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

12. Termination. This Agreement may be terminated pursuant to Paragraph Q of RFP E-13-17.

13. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

14. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in RFP E-13-17 attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days' notice to City.

15. Indemnity. The Contractor shall defend, indemnify and hold the City, all Participating Agencies in the Purchasing Cooperative Group, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract. Nothing in this Agreement shall be construed to affect in any way the rights, privileges and immunities of the City and agencies, as set forth in Section 768.28, Florida Statutes.

16. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

17. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

18. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies

concerning worker's compensation, unemployment compensation and minimum wage requirements.

20. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. Ordering and Payment. It is understood and agreed that the City of Pompano Beach is not a legally bound party to any contractual agreement made between any other agency and the Contractor as a result of this Agreement or purchases made between other agencies. After award of contract to Contractor, the City reserves the right to issue purchase orders in accordance with the terms of this contract.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps

and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

Christine Kendel

By:

LAMAR FISHER, MAYOR

Shirley R. Bartholomew

By:

GREGORY P. HARRISON, CITY MANAGER

Attest:

Asceleta Hammond

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15th day of March, 2017, by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Kervin Alfred
NOTARY PUBLIC, STATE OF FLORIDA
Kervin Alfred
(Name of Acknowledger Typed, Printed or Stamped)

"CONTRACTOR"

PORT CONSOLIDATED, INC.
a Florida corporation

Witnesses:

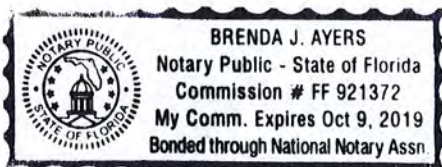
Joseph R. Jiska
(Print or Type Name)
Karen Alvarez
(Print or Type Name)

By: Donald R. Carlton Jr.
Print Name: Donald R. Carlton Jr.
Title: President
Business License No. 795 718

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22 day of FEBRUARY, 2017, by DONALD R. CARLTON JR. as PRESIDENT of PORT CONSOLIDATED, INC., a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Brenda J. Ayers
NOTARY PUBLIC, STATE OF FLORIDA
BRENDA J. AYERS
(Name of Acknowledger Typed, Printed or Stamped)
FF 921372
Commission Number

/jrm
2/21/17
l:agr/genl srvs/2017-382



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
E-13-17**

**UNLEADED GASOLINE & DIESEL FUEL
FOR SOUTHEAST FLORIDA GOVERNMENTAL
PURCHASING COOPERATIVE GROUP**

**RFP OPENING: January 20, 2017 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities, which are not members of the Southeast Florida Governmental Purchasing Cooperative, are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead

agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead agency.

- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

I. "WORKING TOGETHER TO REDUCE COSTS"

December 20, 2016

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR PROPOSALS
E-13-17
UNLEADED GASOLINE & DIESEL FUEL
FOR SOUTHEAST FLORIDA GOVERNMENTAL
PURCHASING COOPERATIVE GROUP

The City of Pompano Beach, hereinafter referred to as CITY, is seeking proposals from qualified firms to provide unleaded gasoline and diesel fuel to participating members of the Southeast Florida Governmental Purchasing Cooperative Group.

The City will receive sealed proposals until **2:00 p.m. (local), January 20, 2017**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Introduction

The intent of this solicitation is to establish an annual, open-end contract for the purchase of unleaded gasoline and diesel fuel, as and when needed. The City is acting as the lead agency for the Southeast Florida Governmental Purchasing Cooperative, and this solicitation includes the requirements of both the City and the participating agencies named herein. Any reference to a single agency or location will in fact, be understood as referring to all participating agencies referenced in the documents unless specifically noted otherwise.

A. Objectives

1. Contract for diesel and unleaded gasoline products with suppliers that have access to volumes of substantial petroleum products at Port Everglades either via contractual allocations or direct ownership, and have proven stable business operations, including provisions for delivery capabilities, business continuity and supply to the participating agencies in emergency situations.
2. Obtain the fuels at competitive market rates.

B. Scope Of Services

Attachment "A" – Specifications and Requirements

Attachment "B" – Locations of Participating Agencies fuel locations and contact personnel.

C. Participating Agencies

	Agency Name	Address	Contact Person	Phone #
1	Broward County	1 University Drive Plantation, FL 33301	Alfred Clauson	954 357-6477
2	Boca Raton, City of	201 W. Palmetto Park Rd. Boca Raton, FL 33432	Lynne Piper	561 393-7878
3	Coconut Creek, City of	4900 W Copans Rd Coconut Creek, FL 33063	Lorie Messer	954 956-1584
4	Cooper City, City of	9090 SW 50 Place Cooper City, FL 33328	Kerri-Anne Fisher	954 434-4300 x268
5	Coral Springs, City of	4181 NW 121 Ave Coral Springs, FL 33065	Alan DiStefano	954 345-2235
6	Dania Beach, City of	100 W Dania Beach Blvd Dania Beach, FL 33004	Ronnie Navarro	954 924-6808
7	Davie, Town of	6591 Orange Dr Davie, FL 33314	Brian O'Connor	954 797-1016
8	Deerfield Beach, City of	401 SW 4 th St. Deerfield Beach, FL 33441	Ivelsa Guzman	954 480-4486
9	Ft. Lauderdale, City of	100 N Andrews Ave. Ft. Lauderdale, FL 33301	Sandy Leonard	954 828-5781
10	Green Acres, FL	5800 Melaleuca Lane Green Acres, FL 33463	Monica Powery	561 642-2089
11	Hallandale Beach, City of	400 S Federal Highway Hallandale Beach, FL 33009	Andrea Lues	954 457-1332
12	Hillsborough Beach, Town of	1210 Hillsboro Mile Hillsborough Beach, FL 33062	Jim Pugliese	954-427-6600
13	Hollywood, City of	2600 Hollywood Blvd. Hollywood, FL 33020	Paul Bassar	954 921-3552
14	Lauderdale Lakes, City of	3463 NW 43 Ave. Lauderdale Lakes, FL 33319	Robin Soodeen	954 535-2758
15	Lauderhill, City of	1919 NW 55 th Ave. Lauderhill, FL 33319	Manny Cerezo	954 790-2966
16	Lighthouse Point, City of	4730 NE 21st Terrace Lighthouse Point, FL 33064	Charles Schramm	954 946-7386
17	Margate, City of	5790 Margate Blvd Margate, FL 33063	Spencer Shambray	954 935-5341
18	Miami, City of	444 SW 2 nd Ave, 6 th Flr. Miami, FL 33130	Eduardo Falcon	305 416-1901
19	Miami Gardens, City of	18605 NW 27 Ave. Miami Gardens, FL 33055	Tom Ruiz	305 622-8000

20	Miramar, City of	13900 Pembroke Rd. Miramar, FL 33027	Alicia Ayum	954 602-3121
21	N Miami, City of	776 NE 125 St. N Miami, FL 33161	Alberto Destrade	305 895-9886
22	N Miami Beach, City of	2101 NE 159th Street, N Miami Beach, FL 33162	Joel Wasserman	305 948-2946
23	North Palm Beach, Village of	645 Prosperity Farms Road N. Palm Beach, FL 33408	Susanne Hachigian	561 841-3375
24	Palm Beach, Town of	951 Old Okeechobee Rd. West Palm Beach, FL 33401	Adis Pedraza	561 227-7000
25	Palm Springs, Village of	226 Cypress Lane Palm Springs, FL 33461	Ken Dye	561 965-5770
26	Pembroke Park, Town of	3150 SW 52 nd Ave. Pembroke Park, FL 33023	Todd Larson	954 966-4600 Ext. 238
27	Pembroke Pines, City of	13975 Pembroke Rd Pembroke Pines, FL 33027	Mark Gomes	954 518-9020
28	Plantation, City of	400 NW 73rd Avenue Plantation, FL 33317	Charles Spencer	954 797-2647
29	Pompano Beach, City of	1190 NE 3 rd Ave, Bldg C Pompano Beach, FL 33060	Jeff English	954 786-4098
30	Riviera Beach, City of	2051 MLK Blvd. Ste. 310 Riviera Beach, FL 33404	Rebecca Reed	561 882-1809
31	School Board, Broward Cty	7720 W Oakland Park Blvd. #323, Sunrise, FL 33351	Al Shelton	754 321-0520
32	School District, Palm Beach County	3300 Forest Hills Blvd. West Palm Beach, FL 33406	Morris Simpson	561 434-8172
33	Sheriffs Office, Broward County	2601 West Broward Blvd Ft Lauderdale, FL 33312	Rick Torres	954 831-8170
34	Southwest Ranches, Town of	13400 Griffin Road Southwest Ranches, FL 33330	Sandy Luongo	954 343-7476
35	Sunrise, City of	10770 Oakland Pk Blvd, 3rd Flr Sunrise, FL 33351	Wendy Lorenzo	954 572-2485
36	Tamarac, City of	7525 N.W. 88 th Ave. Tamarac, FL 33321	Keith Glatz	954 597-3567
37	West Palm Beach, City of	401 Clematis Street W Palm Beach, FL 33401	Nate Rubel	561 822-2109
38	Weston, City of	2599 S Post Road Weston, FL 33327	Karl Thompson	954 385-2600
39	Wilton Manors, City of	524 NE 21 Ct. Wilton Manors, FL	David Archacki	954 390-2190

D. Term of Contract

The initial contract period shall be one year, commencing upon award by the appropriate City officials.

The City reserves the right to renew this agreement for four (4) additional one-year periods subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period. Renewals may be approved and executed by the City Manager or their designee.

The City may require additions or deletions of participating agencies. This may entail additional agencies and locations, and/or deletion of previous participating agencies. The Contractor shall serve all required additions or deletions, as requested by the City, according to the terms and conditions of the solicitation.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

E. Required Proposal Submittal**Submission/Format Requirements**

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 100 MB. If the file size exceeds 100 MB the response must be split and uploaded as two (2) separate files.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with the sections clearly labeled:

1. Cover letter: A cover letter signed by an authorized representative of the firm. The letter should present an overview of the Proposer's organization and will include the firm name, address, principal contact person for this proposal, e-mail address, phone number, and fax number. A brief description of the firm's history and corporate affiliations.
2. Qualifications, capabilities, and experience: Qualifications and specialized experience of proposer for providing the type of products described in the Specifications and Requirements (Attachment "A") of this RFP.
 - a. State proposer's capability to provide these types of products on a local (Port Everglades) and regional/national level.

- b. List of representative current customers comparable in size and scope to this RFP for which the Proposer is providing petroleum products. The list should include the name and address of each client's contact person, telephone and fax numbers, e-mail address and a general description of the existing business relationship.
3. Personnel: Identify the proposed contact persons and telephone numbers for ordering services, for invoicing questions, and other key (customer service) personnel that will be assigned to this account.
4. Address how Proposer will ensure its contractual obligation to the Co-Op. Include any contractual obligations to supply fuel to other entities that could affect the Co-Op's supply of fuel. If Proposer is a fuel distributor (not a fuel terminal operator) also provide proof of monthly fuel sale volumes, including copies of any Letter of Intent or contractual agreements with terminal operators.
5. Obligations of the participating agencies: Describe the requirements (operational, legal, agreements, insurance, etc.) for the sale and delivery of petroleum products. Copies of any and all required terms and conditions, agreements, notices, or procedural descriptions should be attached to the proposal response. Proposers should describe in detail any product volume purchase requirements which would be required of **each participating agency** on a monthly basis.
6. ***Contingency plan of action. Firms should describe a plan of action to assure product availability (including requirements for additional products before and after an emergency situation), and avoid disruption of supply during any emergency situation (e.g. hurricanes). Describe your storage and distribution logistics plan to include but not be limited to: ownership or control of storage facilities in the Tri-County area, agreements or partnerships with fuel transportation providers to supplement existing delivery capabilities, redundant communication capabilities, and emergency power generation. Availability of fuels at other terminals on a regional basis should also be described in this plan of action submittal.***
7. Price Proposal: Submit your firm, fixed price proposal for providing all services, materials, etc. required for sale of petroleum products as outlined on Attachment A-item 2 "pricing methodology" with the proposal response.
8. Alternate Proposals:
 - a. An option is afforded to all proposers to submit, in addition to their original proposal, an alternate proposal, which excludes the provision of transportation services for the petroleum products, included in this RFP. Transportation services would be the responsibility of that participating agency, typically with vehicles owned and operated by the agency. Proposers wishing to submit on this basis should clearly indicate in the alternative proposal response the discount from the differential provided in the pricing pages and any requirements to be met by the participating agency, such as insurance provisions to be supplied and certifications for vehicles and operators.

- b. For the potential use of some participating agencies, the opportunity is afforded to all proposers to provide the option to pre-arrange purchase of fixed volume(s) of product(s) at a fixed price from time to time thereby assuring:
 - i. Product availability of fixed volume(s) on a ratable basis over a defined period of time, presumable in monthly increments.
 - ii. Established pre-agreed fixed pricing point(s) for product(s) during that established period of time, regardless of market conditions.

Proposers wishing to provide an alternate proposal on a fixed volume/fixed price basis should provide minimum and, if applicable, maximum monthly volumes applicable or percentage of agency estimated ratable demand that could be contracted for on this basis. If available, provide a copy of standard terms and conditions that would generally apply to such a transaction.

9. Addenda, Additional Information:

Any addenda or answers to written questions supplied by the City to potential proposers become part of this Request for Proposal and any resulting contract. The proposal form should be signed by an authorized company representative, dated and returned with the proposal.

10. Contract with Participating Agencies:

No negotiations, decisions or action shall be initiated or executed by the Offeror as a result of any discussions with any participating agency or representative of those agencies. Only those communications, which are in writing from the Purchasing Agent, or other designee, of the City of Pompano Beach may be considered as a duly authorized expression. Also, only communications from Offerors that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the Offeror.

Litigation:

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

City Forms:

The RFP Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System.

F. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

If you are responding to a solicitation and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
2. Liability Insurance
 - a. Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.
 - b. Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance	Limits of Liability
GENERAL LIABILITY:	Minimum \$2,000,000 Per Occurrence and \$2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis	
XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
___ explosion & collapse hazard	
___ underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors	personal injury
XX personal injury	
___ sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
<hr/>	
AUTOMOBILE LIABILITY:	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.
XX comprehensive form	
___ owned	
___ hired	
___ non-owned	
<hr/>	
REAL & PERSONAL PROPERTY	
___ comprehensive form	Agent must show proof they have this coverage.
<hr/>	
EXCESS LIABILITY	Per Occurrence Aggregate
___ other than umbrella	bodily injury and property damage combined \$1,000,000 \$1,000,000
<hr/>	
PROFESSIONAL LIABILITY	Per Occurrence Aggregate
XX * Policy to be written on a claims made basis	\$2,000,000 \$2,000,000
<hr/>	

- c. If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the Agreement shall

survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

3. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.
4. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:
 - a. Certificates of Insurance evidencing the required coverage;
 - b. Names and addresses of companies providing coverage;
 - c. Effective and expiration dates of policies; and
 - d. A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.
5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.
6. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

The successful proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

G. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

Proposals will be evaluated using the following criteria.

<u>Criteria</u>	<u>Point Range</u>
1. Firm Qualifications and Capabilities (Factors including but not limited to the following) <ul style="list-style-type: none"> • Fuel supply delivery capability from Port Everglades • Contracting Terms and Conditions proposed 	0-40
2. Emergency Supply Capabilities (Factors including but not limited to the following) <ul style="list-style-type: none"> • Control of storage facilities in Tri-County area • Contingency plan of action • Availability of regional emergency storage 	0-20
3. References (Factors including but not limited to the following) <ul style="list-style-type: none"> • Years experience • Number of Locations 	0-10
4. Cost	0-30
Total	0-100

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the

solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

H. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

I. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

J. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

K. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

L. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

M. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

N. Contract Terms

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

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

O. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

P. Survivorship Rights

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

Q. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

R. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

S. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

T. RFP Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to City on or before the time and date stated herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of solicitation documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

U. Standard Provisions

1. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

2. Licenses

In order to perform public work, the successful Proposer shall:

Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

3. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

4. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

5. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

9. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

11. Invoicing/Payment

Payment will be **made by each Participating Agency** within fifteen (15) calendar days from delivery of product at Participating Agencies location via wire transfer to seller's account and bank, as indicated on the invoice.

12. Public Records

- a. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
 - i. Keep and maintain public records required by the City in order to perform the service;
 - ii. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
 - iv. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
- b. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

V. Questions and Communication

All questions regarding the RFP are to be submitted in writing. All questions are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the RFP solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

W. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the RFP solicitation in the eBid System.

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRITY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP _____, _____
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

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

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

Certified By (include Name and Title):



3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

February 15, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Re: Best and Final Offer – E-13-17

Dear Mr. English:

Thank you very much for your time today and thank you for the opportunity.

As a follow up to our negotiation meeting for E-13-17, please see our "Best and Final" offer to the Co-op.

	ULSD	87 E-10
Transport	+ 0.007	+ 0.007
Tankwagon	+ 0.089	+ 0.089

All other pricing in the RFP will remain the same.

Should you have any questions or comments, please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Don Carlton', written over a horizontal line.

Don Carlton
President
Port Consolidated

Name (printed) Don Carlton Title President

Company (Legal Registered) Port Consolidated

Federal Tax Identification Number 59-1173292

Address 3141 Se 14th Ave.

City/State/Zip Fort Lauderdale, FL 33316

Telephone No. 800-683-5823 Fax No. 954-527-1191

Email Address dcarlton@portconsolidated.com



January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Cover Letter – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL
COOPERATIVE GROUP

Dear Mr. English:

On behalf of Port Consolidated, I would like to thank the City of Pompano Beach for the opportunity to participate in this RFP. Below you will find our official contact information.

Name of Firm: Port Consolidated
Physical Address: 3141 SE 14th Ave., Ft. Lauderdale, FL 33316
Mailing Address: PO Box 350430, Ft. Lauderdale, FL 33333
Corporate Website: www.portconsolidated.com
Corporate Phone: 800-683-5823
Corporate Fax: 954-527-1191
Point of Contact: Don Carlton, President
E-Mail Address: dcarlton@portconsolidated.com

Per the terms of the RFP, the following is a brief outline of Port Consolidated and its history:

- The company has been marketing petroleum products in Florida since 1967.
- We have locations in Miami, Ft. Lauderdale, Pompano, Riviera Beach, West Palm Beach, Fort Pierce, Fort Myers, Tampa, Orlando, Palatka, Jacksonville, and Fernandina Beach.
- Port Consolidated currently supplies a multitude of municipalities throughout the State of Florida for not only day to day supplies, but hurricane and emergency fuel as well.



3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

- Our company owns and operates a fleet of over 60 tankwagons and over 60 tractor trailers, which gives us the largest and most comprehensive delivery capabilities in the area.
- We currently have supply agreements with several major oil companies, notably Chevron, Marathon, Valero, TPSI, Colonial, Gulf Oil, Indigo Energy, and Motiva. These supply agreements allow us to pull product from not just Port Everglades, but the Ports of Tampa, Canaveral, Jacksonville, Orlando, and Savannah as well. Our ability to pull product from multiple suppliers, in multiple Ports, during emergency situations allows us to continue to supply our customer base while our competitors will be forced to sit on the sideline.
- We own and operate over 15 different petroleum storage facilities throughout the State of Florida.
- Port Consolidated is privately owned and is registered as an "S" Corp with the State of Florida.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Don Carlton', is written over a horizontal line.

Don Carlton

President

Port Consolidated



January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Qualifications and Experience – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA
GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

Per the terms of the RFP, the following is a brief description of our firm's qualifications and experience along with a list of references:

Port Consolidated has been supplying fuel and lubricants throughout the State of Florida since 1967. We own and operate all of our own equipment, never having to rely on common carriers to deliver the products that we sell. Our customer service department, consisting of 15 representatives, is open Monday through Friday, 7:30 AM to 5:00 PM. In addition to that, we have 24 sales representatives out in the field to assist our customers with any/all technical questions.

Please see below a list of local references. We have serviced these entities over the years.

- Broward Sheriff's Office – Rick Torres – 954-831-8170
- City of Fort Lauderdale – Ann Debra Diaz – 954-828-5949
- Palm Beach County School Board – Morris Simpson – 561-434-8172
- Florida Power and Light – Patti Earley – Riviera Beach, FL – 561-881-3407
- Broward County School Board – Mark Alan - 754-321-0507

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated



3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Personnel – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL
COOPERATIVE GROUP

Dear Mr. English:

Per the terms of the RFP, the following is a list of key personnel that will be assigned to this account:

- Customer Service – Fay Francisco, Linda Rogers, Jane Mitchell, Natasha Corona, Vanessa Burch, Danielle Schatz – 954-522-1182
- Billing Inquiries – Heather - 877-345-1098 x1009
- Invoice Copy Request – Jesse Dechant – 877-345-1098 x1023
- Credit/Collections – Michelle Thompson – 877-345-1098 x8809
- 24/HR Emergency Line – 800-683-5823
- Account Manager – Don Carlton – 877-345-1098 x1017

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Don Carlton', is written over a horizontal line.

(Don Carlton)
President
Port Consolidated



January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Contractual Supply Obligation – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA
GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

Per the terms of the RFP, the following is a brief description of our supply chain that will ensure adequate fuel supply for the Co-op, not only on a day-to-day basis, but during a declared State-of-Emergency as well.

Port Consolidated's corporate headquarters sits in the heart of the Port Everglades, which supplies both gasoline and diesel fuel to all of South Florida. We have the ability to pull day to day product from Chevron, Citgo, Gulf Oil, Indigo, Mansfield, Marathon, Motiva, Petroleum Traders, and Valero.

For those times when supplies are tight, we have contractual arrangements with Chevron, Gulf Oil, Indigo Energy, and Marathon. These contracts will ensure a guaranteed, ratable supply to the Co-op. Attached to this letter, you will find copies of those current agreements.

Port Consolidated also has the ability to pull product from other Ports throughout the State of Florida, notably the Port of Tampa, Port Manatee, Port Canaveral, Orlando, and the Port of Jacksonville. Should Port Everglades become incapacitated for any length of time, these various Ports provide us with other options to pull product. We also have relationships in Savannah.

In addition to our regular supply points, Port Consolidated also has the ability to pre-purchase and store product at any one of our 13 facilities. Our total storage capacity is just under 3 million gallons for various petroleum products.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Don Carlton', is written over the word 'Sincerely,'.

Don Carlton
President
Port Consolidated

20264

GUARANTEED SUPPLY AGREEMENT

This is a Guaranteed Supply Agreement dated November 2, 2016 between Marathon Petroleum Company L.P. ("MPC"), a Delaware limited partnership with offices at 539 South Main Street, Findlay, Ohio 45840 and Port Consolidated, Inc. ("Port Consolidated"), a Florida corporation with offices at 3141 SE 14th Avenue, Fort Lauderdale, Florida 33316.

1. **Definitions.** "Products" shall mean gasoline, gasohol and distillates of all grades and types as are generally offered to MPC's Wholesale Reseller customers at a Terminal from time to time. "Terminal," "10-Day Volume," and "Monthly Volume," shall refer to the MPC terminals and the associated quantities (in gallons) listed in the table in Section 3, if applicable. "Month" (capitalized or not) shall mean a calendar month. "10-Day Period" shall mean 10 calendar days in a Month, beginning on the first day of the Month. The last 10-Day Period in a Month must end on the last calendar day of the Month and can be shorter or longer than 10 days depending on the amount of days in the Month.

2. **Term.** The initial term of this Agreement is from January 1, 2017 to December 31, 2017, inclusive. This Agreement shall automatically renew for up to two successive one-year renewal term(s) unless either party gives written notice of non-renewal at least 60 days prior to the end of the initial term or any subsequent one-year renewal term. In no instance shall this Agreement extend beyond December 31, 2019.

3. **Quantity.** (A) During each Month, Port Consolidated shall purchase 100% of the Monthly Volumes of each Product at the associated Terminal as shown in the table below. (B) During each 10-Day Period, Port Consolidated shall purchase the 10-Day Volumes of each Product at the associated Terminal as shown in the table below. (1) MPC shall not guarantee availability of Product for Port Consolidated's purchase in amounts greater than 110% of the 10-Day Volumes set forth in the table below. (2) During any 10-Day Period, all Product purchases over 110% of the 10-Day Volumes shall not apply toward Port Consolidated's obligation to purchase the Monthly Volumes. (C) In the event the needs of Port Consolidated increase beyond the volumes specified in the table below, Port Consolidated shall notify the MPC Regional Office in writing of the additional volume requested at least 30 days prior to lifting. The MPC Regional Office shall assess Product availability, and if the parties mutually agree, shall amend the volumes in the table set forth below.

Terminal	Product	Date Range	10-Day Volume	Monthly Volume
Tampa	GASOHOL	TERM	125,000	375,000
Tampa	ULSD	TERM	616,666	1,850,000
Fort Lauderdale	GASOHOL	TERM	275,000	825,000
Fort Lauderdale	ULSD	TERM	750,000	2,250,000
TOTAL MONTHLY VOLUME				5,300,000

4. **Price.** The price for any given load of Product shall be the applicable MPC Wholesale Reseller Price in effect at the following Terminal(s) as of the time that lifting ends: Tampa and Fort Lauderdale.

Port Consolidated acknowledges and agrees that MPC may use the Wholesale Reseller Price to manage customer liftings when MPC's Product supply at a Terminal is limited and Port Consolidated waives the right to claim that this method of pricing is unfair, anti-competitive, tortious, or a breach of contract.

5. **Remedies.** (A) MPC will, at its sole discretion, invoice Port Consolidated on a monthly basis an underlifting fee of \$.0300 per gallon not lifted if Port Consolidated fails to lift 100% of the Monthly Volumes of each Product at the associated Terminal as shown in the table in Section 3. Port Consolidated shall pay MPC within 15 days after receipt of the invoice for any applicable underlifting fees charged by MPC. No failure by MPC to charge for any underlifting fees to which it would be entitled in any given month shall operate as or imply any existing or future waiver of the right to charge such fees, nor shall it, in any way, limit or alter the rights of MPC set forth herein or prevent MPC from asserting its rights herein through estoppels or any similar legal theory. (B) MPC may cancel this Agreement upon 15 days' advance written notice if, for any two consecutive months, Port Consolidated fails to purchase the Monthly Volumes at the associated Terminal as shown in the table in Section 3. (C) If a supply interruption occurs at a Terminal, MPC may request Port Consolidated, to the extent logistically feasible, to lift Products at another MPC Terminal.

6. **General.** (A) THE ATTACHED PRODUCT SALES TERMS ARE PART OF THIS AGREEMENT, but the terms herein shall prevail over any conflicting terms in the Product Sales Terms. (B) The fee in Section 5(A) is not a penalty but is a reasonable liquidated damage amount. (C) This Agreement has been executed in two original counterparts. (D) Port Consolidated has the right to disclose the terms and conditions contained herein with its agents, employees, directors and officers with a need to know, however these terms and conditions are confidential, and any unauthorized disclosure by Port Consolidated without the express written consent of MPC is a material breach of this Agreement.

Marathon Petroleum Company LP
By: MPC Investment LLC, its General Partner

By: Ken Marshall
Title: Southern Region Manager

Port Consolidated, Inc.

By: [Signature]
Title: President



(Revised 8/1/2016)

PRODUCT SALES TERMS

These terms will apply to any agreement to which they are attached, in which they are incorporated by reference, or which is found on the other side of these terms. In the event of a conflict between that agreement and these terms, that agreement will control. That agreement and these terms are collectively referred to below as the "Agreement", and the term "Products" refers to the petroleum products sold by Marathon Petroleum Company L.P. ("Seller") under this Agreement to the buyer identified in this Agreement ("Buyer").

1. Payment. Payment terms are subject to change by Seller at any time. If Seller does not receive payment when due, it may impose a late payment charge not to exceed the maximum amount allowed by law and if the account is placed for collection or suit is filed thereon, Seller will be entitled to attorney fees and court costs. **PAYMENTS TENDERED IN FULL SETTLEMENT OF A DISPUTED AMOUNT MUST BE CLEARLY LABELED AS SUCH AND SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO: COMMERCIAL CREDIT MANAGER, MARATHON PETROLEUM COMPANY LP, 539 SOUTH MAIN STREET, FINDLAY, OHIO 45840.** Seller may set off amounts owed by Buyer to Seller or its subsidiaries or affiliates against amounts owed by Seller to Buyer.

2. Taxes. Buyer will pay, and indemnify Seller for, all taxes, fees, duties, environmental levies, and other charges (whether imposed on manufacture, processing, use, purchase, sale, resale, delivery, receipt, title transfer, inspection, removal from storage, measurement or passage through a measurement device, receipt of payment, or other activity, and regardless of when imposed) relating to Products, or their raw materials or feedstocks. The sole exception to this obligation is taxes based on or measured by Seller's income or net worth. Upon account set up, Buyer will promptly furnish Seller with the Buyer's appropriate state tax registration number(s), its federal identification number and any applicable tax exemption certificates. Buyer will promptly inform Seller of any changes to its tax registration or exemption status that may occur after account setup.

3. Delivery. All sales will be F.O.B. the "Ship From" location stated in this Agreement, unless this Agreement clearly provides otherwise. Title and risk of loss will pass to Buyer at the "Ship From" location as Product passes (as applicable) the transport truck or railcar inlet flange, barge permanent hose connection, or pipeline upstream flange. Title and risk of loss will not be affected by Seller's ownership of the transportation assets, arrangement of shipment, and/or pre-payment or collection of shipment expenses from Buyer. Seller will have no obligation to deliver Product at the "Ship From" location unless Buyer, its agents, and its carriers have entered into, and are in compliance with, agreements governing access to the "Ship From" location.

Where this Agreement clearly provides that delivery is F.O.B. the "Ship To" destination, title and risk of loss will pass to Buyer at the "Ship To" destination as Product passes (as applicable) the transport truck or railcar outlet flange, barge permanent hose connection, or pipeline downstream flange. Where shipment is by railcar, and Buyer is unable to accept delivery of the railcar when offered, then title and risk of loss will pass to Buyer at the time of constructive placement of the railcar. Buyer will pay and be responsible for any demurrage, stevedoring, shifting, parking, detention, port or other charges related to receipt or delivery of Product, unless solely caused by Seller.

4. Quantity and Inspection. Quantities will be determined by (in order of preference) calibrated meters; terminal tank gauges or short tank downgauges; or any applicable ASTM method. Quantities may be temperature-adjusted to 60°F, at Seller's option, using built-in temperature compensators or ASTM tables. Either party may require that Product quantity and quality be determined by a jointly-selected, licensed petroleum inspector, whose findings will be conclusive. Customary inspection costs will be shared equally, but additional services will be paid for by the party requesting them.

5. Compliance With Laws. Buyer, its agents, and its carriers will comply with all laws, regulations, and standards applicable to the sale, delivery (including loading, unloading, and/or transloading), transportation, storage, use, and disposition of Products, and Buyer will not deliver, or allow to be delivered, to an RVP or RFG control area any Product that would be in violation of U.S. EPA regulations applicable to that area. Buyer will require similar commitments from its purchasers. Product identified as Blend-Grade, CBOB or RBOB is for use as blending component only.

6. Safety and Health. Buyer shall thoroughly review and adhere to all Safety Data Sheets (SDS) and other safety-related information provided by Seller concerning the Products, including but not limited to the recommended use, restriction on use, precautionary measures and exposure controls for each of the Products as described in the SDS. Buyer shall comply with all state and federal laws, regulations and codes pertaining to the maintenance and distribution of SDS. Buyer acknowledges the hazards and assumes the risks associated with handling

and using each of the Products. SDS for Products are available at the following internet address: <http://www.marathonpetroleum.com/brand/products/sds/>. Buyer may request to receive SDS via email by contacting the Seller at sdsinfo@marathonpetroleum.com.

Buyer's employees, agents, and subcontractors will comply with all applicable safety standards, policies, practices and rules of conduct mandated by Seller when involved in any operations on Seller's premises in connection with the performance of this Agreement.

7. Warranties. Seller warrants good title to all Products supplied hereunder at the time of delivery to Buyer, and that each Product supplied hereunder will comply with all applicable federal, state and local rules and regulations in effect at the time and place title thereto passes to Buyer. **MPC DISCLAIMS ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE PERFORMANCE OR QUALITY OF PRODUCTS SUPPLIED HEREUNDER INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR BUYER'S PARTICULAR OR INTENDED PURPOSES OR USAGE.** Seller will, at its option and its cost (including expense of return and redelivery), remedy the defect in, replace, or refund the purchase price of, any Product that fails to meet this warranty. **THIS IS BUYER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY.**

8. Claims. All claims must be in writing. Product quality or quantity claims must be delivered to Seller within 30 days after delivery of the Product, and all other claims by Buyer must be delivered to Seller within 60 days after the event giving rise to the claim. Buyer will preserve, and permit Seller to inspect and sample, the subject Product. **ANY LAWSUIT AGAINST SELLER WHICH INVOLVES THIS AGREEMENT OR THE SALE OF PRODUCTS MUST BE BROUGHT WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES.**

9. Limitation of Liability. **IN NO EVENT WILL SELLER'S LIABILITY FOR DAMAGES (WHETHER ARISING FROM BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) EXCEED THE PURCHASE PRICE OF THE PRODUCT CONCERNED NOR WILL SELLER BE LIABLE FOR PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

10. Force Majeure and Allocation. Neither party will be liable to the other for any delay or failure in performance (other than to make payments when due) to the extent that it is caused by circumstances beyond its reasonable control, or by fire; explosion; flood; earthquake; storm; act of God; mechanical breakdown; sabotage or vandalism; strike or other labor disturbance (Seller will not be required to settle a labor dispute or take an action that might involve it in a labor dispute); shortages of, or delays in obtaining, crude oil, feedstocks, raw materials or finished products, equipment, labor, transportation, or storage; interruption of utility services; or compliance with any law, regulation or order (regardless of validity) of any governmental or military authority. Further, if Seller at any time decides that its Product supply is insufficient to meet the actual or forecasted needs of Seller, its divisions and subsidiaries, and its and their customers (whether under contract or not), Seller may allocate its supply among all of them in any fair and reasonable manner determined by Seller.

11. Indemnity. Buyer will indemnify and defend Seller and its employees and agents against any loss, claim, liability (actual or alleged), fine, penalty, or expense (including court costs, attorney fees, and litigation expenses), of any kind (including those based in tort, warranty, or strict liability), arising out of, or in connection with: (i) the performance of this Agreement; (ii) any failure of Buyer, its agents or employees to comply with the terms and conditions of this Agreement; or (iii) any act or failure to act in the handling, storage, transportation, loading, unloading, transloading, resale, or other use, by Buyer or others, of a Product sold under this Agreement. The only exception to this obligation is when Seller's negligence or intentional misconduct is determined by a court to be the sole cause of the damage. In responding to any third-party claims, Seller may select an attorney and may enter into any settlement without affecting this obligation.

12. Default. Seller may terminate this Agreement in the event of a material default by Buyer which is not cured within 10 days after notice of default is given. Seller may also terminate this Agreement at once (and

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(Revised 8/1/2016)

Buyer will have no right to cure) if Buyer either fails to pay any amount when due or violates the provisions of paragraph 14 below. The right to terminate is in addition to any other remedy that may be available. A waiver of a default in one instance does not extend to any subsequent default.

13. Export Sales. For any Product that will be exported from the U.S.A. by Buyer or another Party, all export-related requirements are the sole responsibility of Buyer or the Exporter. Seller is not responsible for compliance with U.S. export control laws or requirements in such transactions unless it agrees to assume that responsibility in writing. Buyer acknowledges that Product was designed and produced solely for commercial purposes. Further, Buyer agrees that unless specifically licensed by the United States government, no Product received from Seller is intended to be nor will be, shipped either directly or indirectly, to any country entity, or person or for any end-use that is prohibited under the Export Administration Regulations ("EAR"), Office of Foreign Assets Control ("OFAC") regulations, International Traffic in Arms Regulations ("ITAR") or as otherwise prohibited by any applicable law or regulation. Any diversion contrary to U.S. law is strictly prohibited. Buyer shall indemnify and hold Seller harmless from all fines, penalties, costs, and expenses (including reasonable attorney fees) incurred by reason of the breach of the foregoing.

Except where Seller has specifically provided to Buyer in writing the appropriate documentation necessary to substantiate that Product is eligible for NAFTA or other preferential duty treatment, Product sold hereunder is deemed not eligible for NAFTA or any preferential duty treatment.

For any Product that will be exported from the U.S.A. by Buyer, Seller reserves all rights as a manufacturer under 19 U.S.C. §1313 and related regulations and reserves all rights to claim drawback. Buyer will provide Seller with proof of export satisfactory to Seller and any other information needed by Seller for the timely and accurate filing of Seller's claim.

14. Trademarks. Buyer will not use Seller's name, trade or service marks, or trade dress in any way with regard to the Products.

15. General. (A) The sale of Products to Buyer, and this Agreement, will be governed by Ohio law, without giving effect to its principles of conflict of laws provisions and excluding the United Nations Convention on Contracts for the International Sales of Goods. (B) Buyer's obligations in paragraphs 2, 5, 6, 11, 13, and 14 above will survive termination of this Agreement. (C) The invalidity or unenforceability of any part of this Agreement will not affect the validity or enforceability of its remaining provisions. (D) This Agreement, and any rights or duties under it may not be assigned or delegated by Buyer; any attempted assignment or delegation by Buyer will be void. (E) In the event of a sale or transfer of all or substantially all of Buyer's equity shares or assets, or a controlling interest in either, by merger, acquisition, exchange, joint venture, or other similar transaction, Seller may, at its sole option, immediately terminate this Agreement. (F) No claim or notice relating to this Agreement to be given to Seller will be valid unless sent by certified mail return receipt requested or by a national overnight courier service to Seller addressed as follows: Manager, Wholesale Marketing, Marathon Petroleum Company L.P., 539 South Main Street, Findlay, Ohio 45840. All notices given by Seller to Buyer may be sent to the addresses shown on the most recent written correspondence sent to Seller by Buyer, or to such addresses as may be requested in writing by Buyer in the future. (G) No amendment or modification of this Agreement will be valid unless made in a writing signed by authorized representatives of both parties. Any attempt by either party, through a job order, purchase order, invoice, or other document, to vary in any degree any of the terms of this Agreement will be deemed immaterial and will be void, unless contained in an amendment executed as specified hereinabove. (H) No failure to exercise or election not to exercise any of a party's rights hereunder will constitute any waiver or modification of such rights, or be deemed to be a course of performance or dealing, modifying or waiving the parties' rights, remedies, duties, obligations or liabilities under this Agreement or any part thereof. (I) This Agreement contains the entire agreement of the parties with respect to its subject matter.



Product Sales Contract (Reseller)

This contract is dated November 01, 2016, and is between Chevron Products Company, a division of Chevron U.S.A. Inc. ("Seller"), and PORT CONSOLIDATED INC ("Buyer").

Seller and Buyer agree as follows.

1. **TERM.** The term of this contract shall commence on **November 04, 2016**, and shall end on **October 31, 2017**, unless sooner terminated by either party in accordance with the provisions of this contract.
2. **PRODUCTS AND QUANTITIES.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller those grades of diesel fuel and other products specified in Exhibit A of this contract. Buyer agrees to purchase from Seller during each calendar month not less than the minimum quantities of products specified in Exhibit A. Seller shall not be obligated to sell to Buyer in any calendar month quantities of products in excess of the maximum quantities specified in Exhibit A, but Seller may elect to do so at its option after request by Buyer. Such minimum and maximum quantities shall be prorated for any period less than a calendar month included within the term of this contract. Buyer shall not represent or authorize or permit any other person to represent that the products purchased under this contract are the products of Seller or use or authorize or permit any other person to use any of the trademarks, service marks, trade names, color schemes or service station designs utilized by Seller or any other identification, designation or marking of any kind that would identify such products with Seller. It is understood and agreed that the products purchased under this contract shall be resold by Buyer under Buyer's brands and trade names, and Seller hereby gives its consent to the rebranding of such products. If Buyer breaches any of the provisions of this section 2, such breach shall, at Seller's option, be deemed a breach of this entire Agreement and, in addition to such other remedies as it may have, Seller shall have the right to terminate this Agreement forthwith.
3. **PRODUCT QUALITY.** The products sold under this contract shall be of the quality as is generally offered by Seller for similar use at the relevant delivery location. To facilitate the investigation of any claim or concern regarding the quality of the products delivered under this contract, Buyer shall keep complete and accurate records of Buyer's purchase, transportation, receipt, inventory, transfer, use, sale, or delivery of all products purchased by Buyer in bulk from Seller and any other supplier. Seller's representatives shall be permitted to inspect and audit such records at any time during Buyer's business hours on reasonable notice to Buyer for up to one year after the termination of this contract. Seller's representatives shall also have the right at any time to enter upon the premises where the products purchased under this contract are stored by or for Buyer and to take samples of such products for testing purposes, compensating Buyer (at Buyer's cost, which for this purpose shall be based on Seller's price to Buyer in effect at the time such samples are taken, or, at Seller's option, in kind) for any products so taken.
4. **PRICE.** The prices that Buyer shall pay Seller for products purchased under this contract shall be determined as set forth in Exhibit A (except as otherwise provided in section 22 with respect to any Discretionary Sales (as defined below)).
5. **PAYMENT AND FINANCIAL RESPONSIBILITY.** Buyer's payments for products shall be in U.S. dollars without discount by electronic transfer of immediately available funds to an account, bank and location designated by Seller.

Buyer shall, except at Seller's option, pay Seller cash before delivery for products purchased hereunder.

Buyer acknowledges the importance of payment within the terms specified when credit is extended and agrees that past due amounts shall bear interest at the rate of 18% per year or the maximum rate permitted by the state of Buyer's address for notices as specified in Exhibit A of this contract, whichever is less. If Buyer fails to make payment within the specified terms, such failure shall, at Seller's option, be deemed a breach of this entire contract and, in addition to such other remedies as it may have, Seller shall have thereafter the right to demand advance cash payment, to withhold deliveries until such advance payment (including payment of all amounts then outstanding for products delivered by Seller to Buyer hereunder) is received, or to terminate this contract. The acceptance of any payment by Seller after the due date shall not waive any of Seller's rights hereunder nor shall such withholding of deliveries or termination of this contract affect any obligation of Buyer hereunder. If credit is extended to Buyer by Seller, the buyer shall periodically provide to (Chevron) that financial information or security

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deemed necessary by (Chevron) to support any credit extension. If during the life of this contract, the financial capacity of the buyer becomes impaired or unsatisfactory to (Chevron) in the sole judgment of (Chevron), advance cash payment or security satisfactory to (Chevron) shall be given by the buyer on demand by (Chevron) and shipments/deliveries may be withheld until such payment or security is received.

Seller's terms of payment are subject to change without notice at the discretion of Seller.

6. TAXES. Any tax, duty, toll, fee, impost, charge or other exaction, or the amount equivalent thereto, and any increase thereof now or hereafter imposed, levied or assessed by any governmental authority upon, measured by, incident to or as a result of the transactions herein provided for (other than local, state and Federal net income taxes measured by the net income of Seller from all sources), or the transportation, importation, production, manufacture, use or ownership of the goods covered by this contract, shall, if collectible or payable by Seller, be paid by Buyer on demand by Seller. Any such payments shall be in addition to the prices otherwise provided for in this contract. Buyer shall, at Seller's request, execute and deliver to Seller such certificates or other documents as Seller may reasonably require in order to enable Seller to secure any tax exemption which may be available in connection with sales or deliveries hereunder.
7. DELIVERIES. Product deliveries shall be made by Seller to Buyer at the locations specified in Exhibit A (except as otherwise provided in section 22 with respect to any Discretionary Sales). Title and risk of loss shall pass to Buyer at the point of delivery into Buyer's trucks, railcars, storage facilities, or other receiving unit. If deliveries are to be made into vehicles supplied by Buyer, Seller shall not be required to make such deliveries into such vehicles unless they are clean and empty immediately prior to delivery and shall not be required to load or deliver quantities less than the full capacity of the vehicle, except as otherwise authorized by Seller. If deliveries are to be made into Buyer's storage facilities, Buyer shall provide storage facilities sufficient to enable it to receive such deliveries and shall provide Seller with unimpeded access to make deliveries 24 hours per day. Buyer is responsible for ensuring that any vehicles and facilities used to receive deliveries are in safe condition and that Buyer's storage facilities can be accessed safely. Seller shall not be obligated to make any delivery to Buyer that cannot be made safely in Seller's sole judgment. Buyer shall comply with such reasonable rules and regulations as Seller may establish regarding deliveries by Seller into Buyer's vehicles or storage facilities. Orders for deliveries shall be placed by Buyer with such advance notice and in such manner as Seller may designate.
8. CONFLICTS OF INTEREST. Neither Buyer nor any director, employee or agent of Buyer shall (1) give to or receive from any director, employee or agent of Seller or its affiliates any commission, fee, or rebate, or any gift or entertainment of significant cost or value in connection with this contract, or (2) enter into any business arrangement with any director, employee or agent of Seller or its affiliates (other than as a representative of Seller or its affiliates) without prior written notice to Seller. Buyer shall promptly notify Seller of any violation of this section 8 and any consideration received as a result of such violation shall be paid over or credited to Seller. Any representative authorized by Seller may audit any and all records of Buyer for the sole purpose of determining whether there has been compliance with this section 8 for up to 24 months after the termination of this contract.
9. PREVENTION OF PERFORMANCE; SHORTAGE OF SUPPLY. There shall be no obligation to sell or deliver, or to purchase or receive, products under this contract when, and to the extent that, such actions are prevented or hindered by act of God, fire, riot, labor disturbances (whether involving employees of the party affected or of others and regardless of whether the disturbance could be settled by acceding to the demands of a labor group), accident, war, the acts of any government (at any level, foreign or domestic) or any causes beyond the reasonable control of the party affected, whether or not similar to any of the foregoing causes. Due to an interruption, loss or shortage of necessary facilities or supplies, or uncertainties in the supply-demand situation (which may include a decision by Seller that the costs of some products which might be available are unreasonable), Seller may not have sufficient supplies of one or more of the products covered by this contract to meet the full requirements of Buyer, of Seller's other customers, and of Seller for its own use. If there is a shortage of products deliverable under this contract, Seller may allocate deliveries of available products among Buyer, Seller's other customers (contract or otherwise, including Seller's affiliates) and Seller for its own use, on any basis which in Seller's sole judgment is fair and reasonable, allowing for such priorities as Seller deems appropriate. Allocation is fair and reasonable even if it is based on a shortage in the then-contemplated sources of supply or a general shortage in the supply system of Seller or its affiliates or on historical or planned deliveries.
10. OIL SPILLS. If a product spill occurs anywhere in connection with Buyer's performance of this contract, Buyer shall promptly notify Seller and the appropriate governmental authorities and shall take immediate action to clean up the spill and prevent further damage. Upon receipt of such notification, Seller shall have the right, at its election, to provide, or cause to be provided to Buyer such additional manpower, equipment and material as in Seller's sole discretion are deemed reasonable to complete the clean-up in a satisfactory manner. Buyer shall pay and be responsible for, and Buyer's indemnity obligation under section 11 of this contract shall include all costs and expenses incurred in connection with the clean-up operations, including reimbursement to Seller for all of its costs and expenses, and all fines, charges, fees or judgments imposed or levied by any Federal, state or local governmental agency as a result of such spill, except in the event the spill resulted solely from any act or omission on the part of Seller or Seller's employees.

11. INDEMNITY. Buyer shall indemnify, defend and hold harmless Seller and its affiliates, and their respective directors, employees and agents, from and against any and all expenses (including attorneys' fees), liabilities and claims of whatsoever kind and nature including those for damage to property (including property of Buyer), or for injury to or death of any person (including Buyer), directly or indirectly arising or alleged to arise out of or in any way connected with the acquisition, storage, handling, or use of any products purchased under this contract, or with the maintenance, upkeep, repair, replacement or operation of any premises used by Buyer in connection with this contract or anything located thereon, including any act or omission of Buyer or Buyer's agents or employees in the performance of this contract, or in the operation of any vehicle in connection with Buyer's business. The foregoing indemnity shall not apply to the extent and only to the extent such expense, liability or claims result from Seller's sole negligence or willful misconduct.
12. DEFINITIONS AND USAGES. In this contract, unless otherwise stated or the context otherwise requires, the following definitions and usages apply:
- "Seller and its affiliates" means Seller, its ultimate parent company Chevron Corporation, and the subsidiary and affiliated companies of each of them.
 - "U.S." refers to the United States of America, and all prices are expressed in U.S. currency and all units of measure are in U.S. units.
 - "Includes" means "includes, but is not limited to," and "including" means "including but not limited to."
 - Actions permitted under this contract may be taken at any time and from time to time in the actor's discretion.
 - "A or B" means "A or B or both."
13. APPLICABLE LAW AND DISPUTE RESOLUTION. This contract shall be governed, construed, interpreted, enforced and the relations between the parties determined in accordance with the laws of the state of California, without regard to its choice of law rules. In the event a dispute arises with respect to the interpretation or performance of, or the relationship created by, this contract, the parties shall attempt in good faith to resolve the dispute. If such efforts prove unsuccessful, each party agrees to consider the use of mediation, mini-trial, arbitration or other alternative dispute resolution techniques prior to resorting to litigation. If mediation, mini-trial, arbitration or other alternative dispute resolution techniques are utilized by the parties, each party agrees that no award or decision resulting therefrom shall include punitive damages. If the parties are unsuccessful in their good faith attempt to otherwise resolve a dispute, the parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of either (1) Contra Costa County in the State of California, or (2) the federal courts of the Northern District of California, for any actions, suits or proceedings arising out of or relating to this contract (and the parties each agree not to commence any action, suit or proceeding relating thereto except in such courts).
14. PRIOR AGREEMENTS; WAIVER; MODIFICATIONS. This contract constitutes the entire agreement of the parties with respect to its subject matter and terminates and supersedes any prior agreement, understanding, representation, or proposal relating to the sale by Seller of products to Buyer at the delivery locations specified in Exhibit A or ancillary Discretionary Sales contemplated by section 22. Waiver by Seller or Buyer of one or more breaches of this contract shall not be deemed to be a waiver of any other or continuing breach. No modification of this contract, and no waiver of any of its provisions, shall be binding on Seller or Buyer unless in writing and signed by Seller and Buyer.
15. SEVERABILITY. If any provision of this contract shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such provision shall be deemed omitted and the remaining provisions shall remain in full force and effect.
16. MSDS. Buyer acknowledges receipt of Material Safety Data Sheets (MSDS) for all products covered by this contract.
17. DAMAGES. In no event shall Seller be liable for any special, indirect or consequential damages of any kind including loss of profits, loss of use or claims of Buyer's customers due to loss of service whether the damages are based in contract or tort (including negligence or strict liability) or otherwise. Buyer's exclusive remedy for any and all losses or damages resulting from the purchase of products under this contract, including, but not limited to, any allegation of breach of warranty, breach of contract, negligence or strict liability, shall be limited, at Buyer's option, to either the return of the purchase price or the replacement of the fuel for which a claim is proved.
18. ASSIGNMENT AND DELEGATION. This contract is personal to Buyer and Buyer shall not, subject to any valid requirements of any applicable statute, assign any rights or delegate any duties that Buyer may have under this contract, either voluntarily, involuntarily or by operation of law, or otherwise, without the prior written consent of Seller. If Buyer is a corporation, any sale, conveyance, alienation, transfer or other change of interest in or title to or beneficial ownership of 50 percent or more of the voting stock (or securities convertible into 50 percent or more of the voting stock) of Buyer, either voluntarily, involuntarily, by operation of law, merger or other corporate proceedings, or otherwise, shall be construed as an assignment of Buyer's rights under this contract. Seller may assign any of its rights or delegate any of its duties under this contract without Buyer's consent.

19. NOTICES. Notices to be given under this contract shall be in writing and delivered by mail, in person, or by facsimile to the other party at the appropriate address specified in Exhibit A, or at such other address as either party may designate by written notice to the other. Notices shall be effective at time of receipt.
20. TERMINATION. Seller and Buyer shall have the right to terminate this contract at any time without cause upon giving the other party at least 30 days' prior written notice of termination. Termination of this contract shall not relieve the parties of responsibility for obligations incurred prior to termination. If Seller continues to accept orders from Buyer for the products covered by this contract following expiration of the term of this contract, such sales shall be upon all of the terms and conditions of this contract; provided that such sales shall not be construed to evidence a renewal of this contract by operation of law or otherwise.
21. WARRANTY. Seller warrants that it has title to the products sold under this contract. EXCEPT AS OTHERWISE PROVIDED IN THE FOREGOING SENTENCE AND IN THE FIRST SENTENCE OF SECTION 3 OF THIS CONTRACT, BUYER ACKNOWLEDGES AND HEREBY ACCEPTS THAT SELLER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE.
22. DISCRETIONARY SALES. Seller and Buyer may (but are not obligated to) engage in sale transactions for products or delivery locations not specified in Exhibit A ("Discretionary Sales"). Unless otherwise agreed to in writing by Seller and Buyer, any Discretionary Sales shall be deemed made "under this contract" and on its terms except that the specific products, prices, quantities, and delivery locations for Discretionary Sales shall be as mutually agreed upon by Seller and Buyer for each such transaction. The quantities of products sold in Discretionary Sales shall not count against the minimum or maximum volumes specified in Exhibit A.

Seller

Chevron Products Company,
a division of Chevron U.S.A. Inc.

By:  11/1/2016

Desmond Johnson,
Attorney in Fact

Manager,
Commercial Products Support

Buyer

PORT CONSOLIDATED INC.

By: 

Title: President

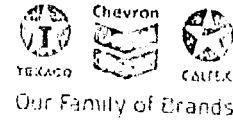


EXHIBIT A

Supply #	Delivery Location	Delivery Mode	Product Name	Minimum Volume Gallon per Month	Maximum Volume Gallon per Month	Price Description	Pricing Provision	DIFF Clear (S/gal)	DIFF Dyed (S/gal)
1022	TAMPA FL TRM CHEVRON	Truck	CALCO (Unbranded) ULS CONV DF2	250,000	275,000		2.3.4		
1021	FT LAUDERDALE FL TRM CHEVRON	Truck	CALCO (Unbranded) ULS CONV DF2	1,000,000	1,100,000		1.2.3.4		
1107	ORLANDO FL TRM KINDER MORGAN	Truck	CALCO (Unbranded) ULS C (CARB) B0-B5 DF2	116,667	128,333		1.2.3.4		

Pricing Provisions:

1. *OPIS CA CAR = OPIS Prior Day California Cap-At-Rack Assessment for Motor Gasoline (CTS/GAL). During periods when OPIS publishes CAR quotes for both summer and winter grades, Chevron will use the quote for the newer season.*
2. *OPIS CA CAR = OPIS Prior Day California Cap-At-Rack Assessment for Motor Gasoline (CTS/GAL). During periods when OPIS publishes CAR quotes for both summer and winter grades, Chevron will use the quote for the newer season.*
3. *OPIS CA LCFS = OPIS Prior Day California Low Carbon Fuel Standard for Motor Gasoline (CTS/GAL).*
4. *The per gallon price which Buyer shall pay Seller for PRODUCT NAME delivered to the DELIVERY LOCATION shall be established for the date of delivery using prior day pricing based on PRICE DESCRIPTION plus DIFF. The price above does not reflect applicable taxes and governmental fees, which will be added to the final invoice unless declared as exempt by the Buyer.*

For Platt's or OPIS-based pricing, if pricing includes day(s) on a weekend or holiday on which the market is closed, pricing will be calculated using the prior calendar day on which the market is open.

Notice Addresses:

Seller:
Chevron Products Company
Attn: Brian Coomes, General Manager
1500 Louisiana Street
Houston, TX 77002
UNITED STATES

Tel: (502) 420-7041

Buyer:
PORT CONSOLIDATED INC
Attn: Don Carlton
3141 SE 14TH AVENUE
FT. LAUDERDALE, FL 33316
US

Tel: (800) 683-5823 x1233

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PETROLEUM PRODUCT SALE AGREEMENT

[Unbranded-Term-Rack]

This *Petroleum Product Sale Agreement* ("Agreement"), dated to be effective as of October 1, 2016 (the "*Effective Date*"), is entered into by and between PORT CONSOLIDATED, INC., a Florida Corporation ("*Buyer*"), and INDIGO ENERGY PARTNERS, LLC, a Georgia limited liability company ("*Seller*"). Each of Buyer and Seller is referred to herein individually as a "*Party*" and collectively, as the "*Parties*."

1. Term. The term of this Agreement (the "*Term*"), shall be from the Effective Date through September 30, 2017 (the "*Expiration Date*").

2. Purchase and Sale. Seller agrees to sell and deliver to Buyer, and Buyer agrees to purchase and receive from Seller, the product or products described on Exhibit A (collectively, the "*Products*", and each individually, a "*Product*"), in accordance with the terms and provisions of this Agreement. Seller's obligations under this Agreement are expressly conditioned upon Buyer satisfying Seller's credit and other financial requirements.

3. General Terms and Conditions. The general terms and conditions set forth on the attached Exhibit B are incorporated herein for all purposes.

4. Volume Requirements; Delivery Point. Exhibit A attached hereto and made a part hereof designates the monthly ratable volumes (the "*Monthly Volume*"), and total aggregate gallons (the "*Total Volume*") of each Product that Buyer has agreed to purchase under this Agreement, and further designates the location (each, a "*Delivery Point*") where each Product will be delivered FCA to Buyer. During each calendar month during the Term, Seller agrees to sell, and Buyer agrees to purchase, not less than 90% and not more than 110% of the Monthly Volume at each Delivery Point (the "*Volume Range*"), which shall be ratable on a daily and weekly basis, and Buyer will not be allowed to purchase from Seller, and Seller will not be required to sell to Buyer, more than 110% of the ratable weekly portions of, or more than 110% of the ratable daily portions of the Monthly Volume. The volume of Product purchased will be determined solely by the amount set forth on the net bill of lading generated at the Delivery Point. The Monthly Volume may be adjusted from time to time upon mutual agreement; provided, however, in such case a formal amendment to this Agreement is not necessary.

5. Price and Payment. Buyer agrees to pay Seller, at the prices specified therefor on Exhibit A (the "*Price*"), for all Products purchased under this Agreement within ten (10) days after the date of the relevant bill of lading. Notwithstanding anything to the contrary contained herein, or contained in any other agreement between the Parties, Buyer shall pay to Seller on demand amounts equivalent to any and all (collectively, the "*Fees*"): Taxes, duties, charges, and fees, and any and all increases thereon which are now or hereafter imposed, directly or indirectly, on, against, in respect of, or measured by the Products, or any material contained in the Products, or the inspection, production, manufacture, sale, purchase, storage, transportation, delivery, or other handling of the Products or material contained in the Products, or any feature thereof, or otherwise relating to this Agreement. Fees are not included in the Price and will be billed as a separate line item on each invoice.

6. Termination. This Agreement may be terminated by either party upon thirty (30) days written notice.

7. Ratability. In addition to any other rights that Seller may have under this Agreement as a result of Buyer's failure to purchase Products within the Volume Range, if Buyer fails to purchase at least

90% of the Monthly Volume for a given Product at a given Delivery Point, at Seller's sole discretion, upon written notice to Buyer (the "*Underlift Notice*"), Seller may reduce the Monthly Volume thereafter required to be sold and delivered by Seller to Buyer to the actual amount purchased by Buyer (the "*Adjusted Monthly Volume*"), which amount will be stated in the Underlift Notice.

8. Miscellaneous.

a. *Notices.* All notices required by, permitted by or otherwise related to this Agreement shall be in writing and sent by facsimile, overnight courier, hand, registered or certified mail, return receipt requested with all postage fully paid to the relevant Party at the address set forth below the signature block below. A Party may change or provide additional notice information to the other by giving notice in accordance with this section. A notice shall be deemed to have been received by a Party: (i) if delivered by hand or sent by overnight courier, on the day of delivery if a Business Day, or if not a Business Day, on the immediately following Business Day, (ii) if sent by registered or certified mail, return receipt requested, on the date of receipt, and (iii) if transmitted by facsimile, at the time of transmission with answer back confirmation of receipt.

b. *Counterparts; Facsimile Signatures.* The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or electronically scanned transmittal (including via electronic mail in portable document format) is effective execution for all purposes under this Agreement.

[signatures commence on following page]

Buyer and Seller have executed this Agreement to be effective for all purposes as of the Effective Date.

BUYER:

PORT CONSOLIDATED, INC.

By: 

Name: Donald Carlton

Title: President

SELLER:

INDIGO ENERGY PARTNERS, LLC

By: 

Name: David Mansfield

Title: Director of Sales

Notice to Buyer:

Port Consolidated, Inc.

Attn: Don Carlton

P.O. Box 350430

Fort Lauderdale, FL 33335-0430

Fax: (954) 527-1191

Notice to Seller:

Indigo Energy Partners, LLC

Attn: ~~Blake Shirley~~ David Mansfield

P.O. Box 2535

Gainesville, GA 30005

Fax: (678) 928-4925

[Signature Page to Petroleum Product Sale Agreement]

EXHIBIT A
TO
PETROLEUM PRODUCT SALE AGREEMENT

Certain Definitions:

PLATTS	=	Platt's Oilgram Price Report.
Same Day	=	Quote for the day of delivery, except for weekend or holiday days, for which the most recently published relevant quote will apply

Delivery Point	Product	Price Per Gallon	Month	Volume (in Gallons)
J015 - US10454#FPRT Evgsd FL-MOT Depot	GN MV 2D (S-15 PPM)		OCT	1,050,000
			NOV	1,050,000
			DEC	1,050,000
			JAN	1,050,000
			FEB	1,050,000
			MAR	1,050,000
	GN NR 2D (S-15 PPM)-DYED		APR	1,050,000
			MAY	1,050,000
			JUN	1,050,000
			JUL	1,050,000
			AUG	1,050,000
			SEP	1,050,000
		Total	12,600,000	

- * Seller may increase these adders during the Term if and to the extent that Seller's actual secondary costs increase after the Effective Date, but must give Buyer at least 30 days' notice of any changes before they become effective.

[End of Exhibit A]



January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Obligations of Co-Op Participants – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA
GOVERNMENTAL COOPERATIVE GROUP

Dear Mr.English:

Per the terms of the RFP, the following is a brief description of the obligations of the Co-op participants.

1. All Participants' storage tanks must be registered accordingly with all local code enforcement agencies.
2. Participating agencies can order fuel Monday through Friday from 7:30 AM to 5:00 PM.
3. Orders will be accepted via phone, fax, or e-mail. Automatic deliveries and/or weekly top-offs are recommended for tankwagon deliveries.
4. Orders in by 3 PM are guaranteed next day service.
5. Port Consolidated expects Co-op participants to pay within the defined terms of the agreement. Failure to do so may result in refusal of service.
6. Port Consolidated does not have volume purchase requirements for participating agencies. However, if an agency does not purchase product on a regular basis, we cannot guarantee supply during an emergency situation.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Don Carlton', is written over a horizontal line.

Don Carlton
President
Port Consolidated



January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Contingency Plan of Action – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

Per the terms of the RFP, the following is a brief description of our Contingency Plan of Action.

1. Port Consolidated has contracted with 3 different suppliers in Port Everglades for approximately 4 million gallons per month of diesel and 825K gallons per month of gasoline.
2. Port Consolidated has contracted with 2 different suppliers in the Port of Tampa and Orlando for approximately 2.25 million gallons per month of diesel and 375K gallons per month of gasoline.
3. Port Consolidated also has active accounts in Port Everglades with 7 other suppliers.
4. Port Consolidated operates 13 different petroleum storage facilities in Florida that can hold up to 3 million gallons of product.
5. Port Consolidated has more rolling assets than any supplier in the State of Florida. We have the ability to shift those assets from one market to another depending on where the emergency needs arise.
6. Port Consolidated fills any/all petroleum storage available throughout its network prior to any named storm. This storage capacity will allow us continuous operation while the other terminals are not releasing product.
7. Port Consolidated operates 9 offices throughout the State of Florida. We have computer servers stored at a hurricane proof facility in Dade County. Our office can function from any one of our 9 offices throughout the State.
8. Port Consolidated has 6 satellite phones to utilize during times of crisis when AT&T is not operating.
9. Port Consolidated has a fleet of mobile generators in stock to position at any of our locations that may experience a power outage.



10. Port Consolidated operates 6 different Cardlock facilities (private fueling stations) throughout the Tri-County area. These facilities are not open to the public. They do require card activation through the CFN network.
11. Port Consolidated has the ability to pull product from all other Florida Ports should Port Everglades become incapacitated.

These 11 simple steps should allow us to function properly throughout a time of crisis.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Don Carlton', is written over the typed name and title.

Don Carlton
President
Port Consolidated

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP E-13-17, Unleaded Gasoline and Diesel Fuel for Southeast Florida Purchasing Cooperative Group
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Don Carlton Title President
Company (Legal Registered) Port Consolidated
Federal Tax Identification Number 59-1173292
Address 3141 Se 14th Ave.
City/State/Zip Fort Lauderdale, FL 33316
Telephone No. 800-683-5823 Fax No. 954-527-1191
Email Address dcarlton@portconsolidated.com

**RFP E-13-17
UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST
FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP**

**ATTACHMENT "A"
SPECIFICATIONS & REQUIREMENTS**

The table included in Attachment "B" provides information from each Participating Agency as regards the size, type and location of fuel storage tanks and their estimated monthly usage of the various fuels included in this Request for Proposals.

I. SPECIFICATIONS

- 1.1 Successful Proposer will sell to all participating agencies the following products (the "Products"):
- "Ultra Low Sulfur diesel": No. 2 Ultra Low Sulfur, on-road, clear, taxable diesel fuel per ASTM D975-08a specifications, or latest revision.
 - "Ethanol Gasoline": 10% Ethanol blended gasoline per ASTM D4814-07b specifications, or latest revision.
- 1.2 Additional, Optional Fuel Products:
- Midrange Unleaded Gasoline: Minimum Octane of 89.0
 - Ultra Low Sulfur #2 Red Dye Diesel
 - "5% Biodiesel Fuel": Ultra Low Sulfur 5% Biodiesel blended fuel, on-road, clear, taxable diesel fuel. The B100 will conform to ASTM D6751-08 or latest revision.
 - "20% Biodiesel Fuel": Ultra Low Sulfur 20% Biodiesel blended fuel, on-road, clear, taxable diesel fuel. The B100 will conform to ASTM D6751-08 or latest revision.
 - E85 Fuel Ethanol: Shall conform to the chemical and physical standards for fuel Ethanol as set forth in the ASTM International Designation D5798-99, "Standard specification for fuel Ethanol (Ed 75-Ed85) for Automotive Spark-Ignition Engines".
- 1.3 The products supplied as a result of this Request for Proposals must conform to the specifications of the State of Florida and comply with all Federal, State and local laws and regulations as applicable on date of delivery.

2. PRICING METHODOLOGY:

- 2.1 Prices proposed are to be F.O.B. delivered expressed as a positive or negative differential from the applicable daily **OPIS** price published in the "OPIS Contract Benchmark File" as described herein for the date of delivery of product to the Participating Agency and are exclusive of all Federal, State and County Excise taxes and fees. Any other applicable taxes and fees shall be added at the time of invoicing. See Paragraph 3, TAXES .

Item No.	Description	Transport Delivery Differential Proposed (+)/(-) per gallon*	Tankwagon Delivery Differential Proposed (+) (-) per gallon*
1	87 Octane Unleaded	\$ <u>(+) 0.019</u>	\$ <u>(+) 0.089</u>
2	Diesel Fuel #2 Ultra Low Sulfur	\$ <u>(+) 0.019</u>	\$ <u>(+) 0.089</u>
3	Lump Sum Additional Delivery Charge for Deliveries <u>beyond</u> 30 mile radius of Port Everglades only.	\$ <u>Ø</u> /each	\$ <u>Ø</u> /each

* Calculate differential proposed to fourth decimal point. Differential proposed to remain firm during initial contract period and any renewal period.

Note: If your proposal is contingent on your firm being awarded a contract for all products and all delivery methods, Proposer must indicate this condition in the proposal response.

- 2.2 Pricing of Unleaded 87 Octane Gasoline is to be proposed using the following methodology:

Daily Published **OPIS Gross CBOB Ethanol 10% Unleaded Unbranded Rack Average Price** (For the applicable Reid Vapor Pressure - RVP on the date of delivery of product at the rack)

Plus

Positive or Negative differential proposed for 87 Octane Unleaded on Proposal Form, Paragraph 6. (Differential to be constant regardless of the applicable RVP.)

- 2.3 Pricing of Ultra Low Sulfur Diesel #2 is to be proposed using the following methodology:

Daily Published OPIS Gross Ultra Low Sulfur Distillate No. 2 Unbranded Rack Average prices.

Plus

Positive or Negative differential proposed for Diesel Fuel #2 Ultra Low Sulfur on Proposal Form, Paragraph 6.

- 2.4 The price proposed with differential shall include the vendor's cost of product, vendor's profit, the cost of delivery within a 30 mile radius of Port Everglades, and any and all other costs. A lump sum, additional delivery charge only applicable to deliveries beyond a thirty (30) mile radius of Port Everglades may be proposed on the pricing sheet. Within the thirty (30) mile radius of Port Everglades the proposed costs must include delivery regardless of the actual varying road miles required to be driven to make deliveries within that radius to each tank location. The differential proposed for Unleaded Gasoline and Diesel Fuel or any additional fuel products shall not change during the initial term of the contract or any renewal periods. No other charges shall be added. Differential must be expressed in dollars and/or cents per gallon.
- 2.5 The selected proposer shall advise the Lead Agency of all available Federal or State credits and discounts available on all fuel types being purchased herein. The selected proposer shall apply all applicable credits and discounts to the price charged to the Co-Op and identify and reflect the discount on the applicable invoices. (Note: the applicable credits and discounts will be incorporated after award and shall not be reflected in the Price proposal Schedule.)

2.6 **Alternative Fuels**

Considering the dynamic nature of fuel technology and the growing demand for alternative fuels, the Co-Op reserves the right to add any alternative fuel to the fuel types required. When such a need arises, the Co-Op shall contact the selected Proposer to determine if the selected proposer has the ability to provide or obtain the alternative fuel. The Co-Op shall provide the selected Proposer with information on the fuel type, the technical specifications of the fuel, the acceptable operating parameters, the estimated quantities, delivery requirements, and any other relevant information available. The selected proposer shall submit a written price offer for the supply of the alternative fuel for the Co-Op's review and approval.

However, if the selected proposer is unable to supply the alternative fuel type, or the Co-Op does not accept the selected proposer's price offer, the Co-Op shall have the right to purchase the alternative fuel elsewhere.

- 2.7 Additional Fuel Products: Proposers may submit under a separate cover a price proposal on the following fuels. Proposers must outline the Pricing Methodology for each additional fuel product proposed.

Item No.	Description
1	Midrange Unleaded 89 Octane
2	Recreational Unleaded 90 Octane

3	Ultra Low Sulfur #2 Red Dye Diesel
4	Biodiesel Fuel B5
5	Biodiesel Fuel B20
6	E85 Fuel Ethanol

3. TAXES:

- 3.1 The agencies listed herein are counties, municipalities or subdivisions of the State of Florida and are exempt from Federal Gasoline and Diesel (excise) Road taxes and Florida Sales Tax.
- 3.2 Proposals will be considered only from Proposers who do not require the payment of these taxes.

4. SUBSTITUTE/ALTERNATE METHOD FOR PRICE ADJUSTMENT:

- 4.1 The City reserves the right, based on mutual agreement with the successful proposer, to substitute an alternate method for price adjustment for a specified, negotiated period of time if:
- A. An interruption in the OPIS Index is experienced beyond existing scheduled holidays (Independence Day, Christmas, etc.), or
 - B. The listing of prices for the OPIS Index are interrupted or modified to a degree which would require alteration of the computation formula to determine a fair price, or
 - C. The use of the OPIS Index prices becomes non-representative of the market.
 - D. The Successful Proposer provides clear and convincing proof that market conditions unrelated to the OPIS Index have been materially altered from those that existed at the time of award or renewal of contract. Such proof may consist of contracts with suppliers, invoices or published indexes, etc.
- 4.2 The City may, if deemed to be in the City's best interest, elect to modify the pricing methodology in the situations listed above in the following manner using any nationally recognized, published benchmark or index.

The firm markup or discount will include the vendor's cost of product, profit, delivery costs and any other costs. The firm markup or discount for Unleaded Gasoline or Diesel shall not change during the negotiated term of the contract amendment. No other charges shall be added.

- 4.3 The City may also negotiate a per transport or tank wagon delivery surcharge, if market conditions necessitate such a solution.
- 4.4 If it is determined by the City to be in its best interest to substitute an alternate method for price adjustment as specified above, the contractor(s) will be notified thirty (30) days prior to the effective date for the alternate adjustment. If an alternate price adjustment method is not acceptable to all awarded contractor(s), the City may cancel this contract in whole or in part by giving the contractor(s) ninety (90) days prior written notice.

5. INVOICING

- 5.1 All invoices shall be provided to each participating agency via an electronic method within twenty-four (24) hours of date of delivery of product. Each invoice shall reference the date of the applicable published **OPIS** price for that day with the appropriate differential as per the contract. Successful proposer shall list separately on invoice each individual non-exempt tax/fee and the amount of the differential.

6. ORDERING & PAYMENT:

- 6.1 Each participating governmental agency will, based on the award of contract made by the Lead Agency and with the same prices, terms, and conditions establish its own contract with the successful proposer(s) in a manner acceptable to the successful proposer; will issue its own purchase orders; will require separate billing and will issue its own tax exemption certificates as required by the successful proposer.
- 6.2 The City of Pompano Beach Purchasing Division will furnish a copy of proposers list and any other information submitted with the proposals to all participating agencies.
- 6.3 Payment will be *made by each Participating Agency* within fifteen (15) calendar days from delivery of product at Participating Agencies location via wire transfer to seller's account and bank, as indicated on the invoice.
- 6.4 It is understood and agreed that the City of Pompano Beach is not a legally bound party to any contractual agreement made between any other agency and the successful proposer as a result of this Request for Proposals.
- 6.5 After award of contract(s) to successful proposer(s) the City reserves the right to issue purchase orders in accordance with the terms of this contract.

7. Reporting Requirements

The selected Proposer shall submit to the Lead Agency a Fuel Purchasing Report on a monthly basis. The fuel Purchasing Report shall include fuel volume totals by fuel type for each participating agency. The report shall also include a "Grand Total" (year-to-date) fuel volume for all Participating Agencies for each fuel type. The required fields are the following:

- Reporting Period (specify month)
- Participating Agency

- Delivery volume (do not round off reported volume amounts, allow volumes to be reported up to as many decimal places as needed).
- Subtotal volume (per fuel type for each Participating Agency)
- Cumulative Total Volume Year to Date (per fuel type for all Participating Agencies)
- Note regarding fuel types: report must specify the ethanol and biodiesel blend being delivered.

The Fuel Purchasing Report shall be sent in electronic format (Excel format preferred) via email to: purchasing@copbfl.com.

8. DELIVERY REQUIREMENTS

For the purposes of this section the term Carrier shall mean the Seller or an independent contractor hired by the Seller for the delivery of fuel to the Participating Agencies.

8.1 LEGAL REQUIREMENTS:

- A. **Compliance with Laws and Codes:** Federal, State, County, and local laws, ordinances, rules and regulations that in any manner, affect the terms covered herein apply. Lack of knowledge by Carrier shall in no way be a cause for relief from responsibility. The Carrier shall strictly comply with Federal, State and Local building and safety codes. Equipment shall meet all State and Federal Safety Regulations.
- B. **Independent Contractor Relationship:** The Carrier is, and shall be, in the performance of all work, services, and activities under the Agreement, an Independent Contractor and not an employee, agent, or servant of any Participating Agency. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Carrier's sole direction, supervision, and control. The Carrier shall exercise control over the means and manner in which it and its employees perform the work and in all respects the Carrier's relationship, and the relationship of its employees, to any Participating Agency shall be that of an independent contractor and not as employees or agents of any Participating Agency.
- C. **Certifications, Licenses and Permits:** Carrier shall provide a copy of all applicable Certificates of Competency issued by the State of Florida in the name of the Carrier. It shall also be the responsibility of the Carrier to submit prior to commencement of work a current Occupational License and all permits required to complete this contractual service at no additional cost. It is the responsibility of the Carrier to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the Agreement.

9. DELIVERY/RESPONSE TIME:

- A. Delivery shall be required within twenty-four (24) hours unless an alternate delivery date has been requested by the Participating Agency.

- B. Daily orders shall be placed by e-mail from a participating agency representative by 10:00 a.m., Monday through Friday.
- C. Deliveries shall be made within 24 hours of order placement unless the participating agency specifically requests otherwise as indicated on the order, in which case, requested delivery date and time shall become the required delivery time.
- D. Orders placed on Friday shall be delivered no later than 5:00 p.m. the following Monday, unless the participating agency specifically requests otherwise, in which case, requested delivery date and time, shall become the required delivery time. The participating agency shall not require the carrier to deliver on Sundays (except for declared emergency situations).
- E. A transport load shall be defined as no less than 7,500 gallons of Ethanol blended or regular gasoline or no less than 7,000 gallons of Ultra Low Sulfur Diesel or 5% biodiesel fuel or 20% biodiesel fuel.
- F. The Participating Agencies reserve the right to split any load between no more than two delivery sites for their agency.**
- G. If the carrier is unable to meet the delivery requirements, it shall be the responsibility of the carrier to notify the participating agency within 2 hours of the delay occurring so that the participating agency can determine if it needs to transfer fuel between its sites to cover delay.
- H. At time of delivery, carrier shall present a delivery ticket/bill of lading to a participating agency representative, or if requested, deliver document to a specified location. The delivery ticket/bill of lading shall include:
 - Bill of lading number.
 - Name of supplier and carrier.
 - Date and time of delivery.
 - Type of fuel delivered.
 - Gross gallons and net gallons delivered.
 - Inches in fuel tank, before and after delivery.
 - Driver's signature.
 - Signature of participating agency employee receiving delivery, unless otherwise indicated.
 - Delivery address.
- I. Carrier shall be adequately equipped, staffed, and supplied to, promptly, and efficiently, furnish, deliver, and dispense, all products that are submitted at various facilities.
- J. Carrier shall have the ability to fill above-ground tanks.
- K. Carrier shall be fully responsible for any and/or all actions of their employees that require clean up or ground sterilization as the result of an "improper" delivery. Carrier shall have and shall maintain those types and quantities of materials necessary to contain spilled

product(s). Carrier shall be responsible for prompt and thorough cleanup of all spillage, as per EPA specifications, and for any agency fines or fees that result from contamination.

- L. Discovery or occurrence of a spill, on overfill, excess water in the tank, suspected contamination of surrounding area, suspected tank failure, or any other indication of chemical release shall be immediately reported by the Carrier to the participating agency. Where the event is directly or indirectly the result of carrier's actions, the carrier shall also affect containment and initiate cleanup immediately.
 - M. All transport truck deliveries will be temperature adjusted to 60 degrees F in accordance with the latest edition of the American Society for Testing and Materials (ASTM) Table 6B, Volume II, Petroleum Measurement Tables. Delivery tickets and invoices shall reflect the net gallons delivered after temperature compensation.
 - N. Any Tankwagon deliveries will be metered in gross gallons and invoiced in gross gallons.
 - O. Agencies will accept fuel from trucks with sealed State approved and inspected meters. Trucks that have State of Florida Department of Agriculture and Consumer Services sealed, calibrated and certified compartment tank volume markers for the petroleum product being delivered, are also acceptable.
10. SPILLAGE:

- A. The Contractor and/or his subcontractors making deliveries shall be fully responsible for any errors or mistakes that require clean up or ground sterilization. Contractor will be responsible for prompt and thorough cleanup of all spillage per EPA specifications and for any agencies fines or fees for any contamination that result from improper delivery of fuel.

11. PRIORITY DELIVERIES:

Preference of deliveries shall be given to agencies providing emergency relief and response services and members of the co-op who are participating in this contract, in case of declared emergencies or natural disasters.

Proposers shall attach an emergency plan that assures continued deliveries of these products in case of emergencies and/or when additional quantities may be required.

12. WORK SITE SAFETY/SECURITY:

The carrier shall at all times guard against damage or loss to the delivery site property, the Carrier's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the Carrier shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and ensure the delivery site(s) and insure that all county, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, carrier shall provide for the prompt removal of all debris from delivery sites. All participating agencies may withhold payment or make such deductions as deemed necessary

to ensure reimbursement or replacement for loss or damage to property through negligence of the Carrier or its agents.

13. ADDITION OF DELIVERY SITES:

Each Participating Agency shall be able to add delivery sites to the attached list, with 7 days notice to the seller.



January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Additional Products – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

Per the terms of the RFP, please see below quote for Additional Fuel Products:

Item No.	Description	Transport Delivery Differential Proposed	Tankwagon Delivery Differential Proposed
1	Midgrade UNL 89 Octane E-10	+0.099	+0.199
2	Recreational Unleaded 90 Octane	+0.099	+0.199
3	Ultra Low Sulfur #2 Red Dye Diesel	+0.149	+0.349
4	Biodiesel Fuel B5	+0.049	+0.149
5	Biodiesel Fuel B20	+0.049	+0.149
6	E85 Fuel Ethanol	.10 under 87E10	.10 under 87E10
7	Biodiesel Fuel B5	.01 under ULSD	.01 under ULSD
8	Biodiesel Fuel B10	.015 under ULSD	.015 under ULSD
9	Biodiesel Fuel B20	.02 under ULSD	.02 under ULSD
10	Premium UNL 93 Octane E-10	+0.099	+0.199

We will utilize the same OPIS Unbranded Rack Index as outlined in Section 2 of the RFP, "Pricing Methodology".



Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Don Carlton', is written over the word 'Sincerely,'.

Don Carlton
President
Port Consolidated



January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Alternate Proposal – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

Please be advised. For those municipalities that wish to haul their own product, Port will deduct \$0.01 per gallon from the standard delivered transport offering.

Port Consolidated also has the ability to arrange for "Fixed Price" fuel contracts. These programs will allow municipalities to budget their fuel costs without having to combat day to day market volatility.

Please see the attached "Fixed Price" Supply Agreement. Pricing or quotes for such programs change by the minute. We would prefer to quote accordingly if and when the need arises.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Don Carlton', is written over a horizontal line.

Don Carlton
President
Port Consolidated

Port Consolidated
3141 SE 14th Ave.
Fort Lauderdale, FL 33335

Exhibit A

Petroleum Product
Sales/Purchase Agreement

SUBJECT TO THE TERMS AND CONDITIONS OF THIS SALES/PURCHASE AGREEMENT, BUYER AGREES TO PURCHASE AND SELLER AGREES TO SELL AND DELIVER THE FOLLOWING PRODUCT(S) AT THE PRICE(S) AND IN THE QUANTITIES (TO BE PULLED RATABLY THROUGHOUT THE DELIVERY PERIOD) AS SET FORTH IN THIS AGREEMENT.

ACCEPTED AND AGREED TO ON

Buyer:	Seller: PORT CONSOLIDATED
Attn:	Attn: JOSEPH R. SISK
Title:	Title: CFO / TREASURE
Phone:	Phone: 954-522-1182 x233
Fax:	Fax: 954-527-1191
By: _____	By: _____
Print Name:	Print Name: Donald Carlton, Jr.
Title: Owner	Title: President

1. F.O.B. <u>Delivery Point(s)</u>	<u>Monthly Gallons</u>	<u>Product</u>

2. Payment Terms: Payment Net 15 Days from date of bill of lading. All payments shall be made in US Dollars. Volume shall be determined solely by the terminal net bill of lading or certified meter reading.

3. Term: The Term of this Agreement shall be for a period of _____ months, beginning on _____ and ending on _____.

4. Price:

5. Credit: Upon request Buyer will promptly furnish to Seller financial statements, references from banks and trade organizations and any other information requested by Seller. Buyer represents and warrants that all financial statements or similar documents provided by Buyer to Seller (previously or hereafter) (i) do or will fairly present in all material respects Buyer's financial condition as of the date of such documents; (ii) have been prepared in accordance with U.S. generally accepted accounting principles and (iii) if audited, have been certified without reservation by a firm of independent public accountants. Seller shall determine a credit limit ("Credit Limit") for Buyer. Buyer agrees that it shall not contract for Product(s) in excess of its Credit Limit. Buyer shall have the right to contract for amounts reflecting the difference between the Credit Limit and any amounts due and owing to Seller. Seller in its discretion may require Buyer to make a good faith deposit at initiation of this Agreement to secure Buyer's performance. [Alternative: Seller in its discretion may require Buyer to make several deposits on demand during the Term of the Agreement to secure Buyer's performance.] Such deposit(s) will constitute credit against future delivery and may be applied against one or more invoices (exclusive of taxes) in Seller's discretion. Seller has the right to use any deposit(s) to set off against any obligations of this Agreement in the event Buyer defaults, becomes insolvent or files for bankruptcy.

6. Taxes/Fees: Buyer acknowledges that taxes and fees are not included in the price set forth above, shall be billed as a separate line item and are subject to change from time to time without notice. Buyer further acknowledges that it is responsible for paying on demand any and all (a) costs and expenses for transportation from the designated supply point(s) set forth herein and (b) taxes, duties, charges, assessments and fees (including without limitation superfund and environmental fees) imposed, directly or indirectly, now or hereafter on, against, in respect of, or measured by the Product(s), or any material contained in the Product(s), or related to inspection, production, manufacture, sale, use, purchase, storage, transportation, delivery, or

other handling of the Product(s) or material contained in the Product(s), or any feature thereof, or otherwise relating to this Agreement. The parties specifically agree that the preceding sentence shall apply regardless of any other term or condition contained herein or any other agreement between the parties. Should Buyer claim exemption from any taxes, Seller is under no obligation to verify such status and Buyer shall indemnify Seller pursuant to Paragraph 15 in the event Buyer is or was not exempt from such taxes.

7. Specification: Per Seller specifications.

8. Quantity/Volume: Buyer shall purchase 100% of Monthly Gallons per each Delivery Point. Buyer is required to lift Product(s) ratably on a weekly basis at all Delivery Points.

9. Ratable Usage: During each calendar month of this Agreement, Buyer is required to lift each Product on a ratable basis by the week at any or all of the delivery points. The weekly ratable volume for each Product by delivery point is 7/30 of the maximum monthly volume (defined as one twelfth of Purchaser's yearly commitment or otherwise computed on a pro rata basis based on the number of months of this Agreement) specified for each delivery point.

10. Default and Remedies: For the purposes of this Agreement, Buyer's default includes (a) the making of any false or misleading representation in this Agreement and (b) the failure to observe or comply with any provision or covenant in this Agreement. In the event of Buyer's default, Seller may seek all legal and equitable remedies, including, without limitation, all rights provided by Article 2 of the Uniform Commercial Code. Seller may also seek its attorneys' fees, costs and expenses incurred in connection with Buyer's default. In addition, in the event that any invoice is not paid when due or Buyer takes delivery in violation of Buyer's Credit Limit, Seller may at its option (i) suspend or condition further deliveries or (ii) terminate this Agreement, without notice or demand, and all unpaid balances shall be immediately due and payable. In the event Buyer fails to take delivery of any portion of any Product(s) during the Term, including non-delivery as a result of Buyer's default, Buyer agrees to pay Seller immediately Seller's lost profits on the undelivered quantity of Product(s). All amounts not paid when due shall bear interest at ___% per annum and shall be payable with all costs of collection, including, without limitation, Seller's attorneys fees, costs and expenses. Upon the occurrence of any default, Seller may set off against the indebtedness of any amounts owing by Seller to Buyer, whether or not those amounts are immediately payable. Seller shall have the right to require the Buyer to take possession of the Product with or without demand and with or without process of law and the right to sell or dispose of the Product.

11. Notices: Any notice, request or other communication required or permitted by or pertaining to this Agreement ("Notices") shall be in writing and issued to the addresses as listed above. Notices shall be delivered by (a) by a nationally recognized courier or messenger service with confirmed delivery, (b) personal service or (c) first class mail prepaid. Notice using the methods set forth in (a) or (b) shall be deemed effective if delivered between 9AM (EST) and 5PM (EST) ("Business Hours") on a day on which commercial banks are open for business ("Business Day"); any notices delivered after Business Hours or on a non-Business Day shall be deemed delivered as of 9AM (EST) on the first succeeding Business Day. Notices by first class prepaid mail shall be deemed received 5 calendar days after mailing. Refusal by a party to accept notice shall not affect its validity.

12. Allocation: Seller, in its sole discretion, may decide to allocate or limit quantities of Product(s) available for sale. In such instance, Seller shall exercise reasonable efforts to provide all of its buyers with allocations of Product(s) reflecting amounts purchased previously on a regular basis prior to allocating any Product(s) to non guaranteed quantity purchase customers and/or new customers.

13. Over Lifting: For purchases of Product(s) exceeding the amounts set forth in Section 1 above, the Buyer shall be charged in accordance with current Port Consolidated delivered prices.

14. Non-Reliance: Buyer represents that is entering into this Agreement as a principal (rather than as agent of any person or entity) and has made its own independent decisions to enter into this Agreement. Buyer is not relying on any communication (written or oral) of Seller as a recommendation to enter into this Agreement. Buyer is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Agreement.

15. Warranties: Seller warrants that Product(s) delivered to Buyer will conform to the description(s) set forth on page 1 of this Agreement. This is Seller's sole warranty. **SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY PRODUCT(S) PURCHASED HEREUNDER. ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED AND SPECIFICALLY EXCLUDED.**

16. LIMITATION OF LIABILITY: SELLER DISCLAIMS AND BUYER HOLDS SELLER HARMLESS FROM AND AGAINST ANY LIABILITY FOR CONSEQUENTIAL OR OTHER INCIDENTAL DAMAGES. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY CLAIMS OF LIABILITY ARISING FROM USE OF THE PRODUCT, WHETHER SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES. Seller shall not be liable for damages, whether arising from performance of Seller's obligations under this Agreement, tort (negligence), or otherwise for loss of anticipated profits, loss by reason of plant shutdown, non-operation or increased expense of operation, service interruption, claims of customers, cost of money, loss of use of capital or revenue, or for any special, incidental or consequential loss or damage. Buyer agrees to defend, indemnify and hold harmless Seller from and against any and all liability, losses, damages, costs, claims, lawsuits, judgments, settlements and expenses, including without limitation, reasonable attorneys fees, costs and expenses arising or related to this Agreement or Seller's performance under this Agreement. Buyer assumes all risk and liability for and shall indemnify and hold Seller harmless from and against any and all loss, damage or injury to persons or property (whether to Buyer or third parties) arising out of the ownership, use, custody, control or disposition of the Product(s) by Buyer, its agents and employees or by any third parties.

17. Risk of Loss and Title: Identification of the Product(s) shall occur the Agreement is effective. Risk of loss passes to Buyer on identification. Title of the Product(s) shall pass to Buyer on physical possession.

18. Defects: Buyer shall within 2 days advise Seller of any alleged defect or failure to conform with specifications. If the parties agree that the Seller is responsible, at Seller's option (a) the defective Product(s) shall be returned at Buyer's expense, properly safeguarded against normal transit

risks as required by Seller, for replacement by Seller or (b) the parties shall negotiate a mutually acceptable amount to be deducted from the Agreement price, the payment of which shall operate as a full release of Seller. Buyer's failure to notify Seller of any alleged defect or failure to meet specification within 2 days shall constitute a complete waiver of any claim with respect to defects or failure to conform and Buyer's release and covenant not to sue Seller with respect to any such claim.

19. Acceptance: Buyer's acceptance of delivery of Product(s) shall constitute irrefutable evidence of its agreement to the terms and conditions set forth herein.

20. Responsibility to Warn and Report: Buyer assumes all responsibility for (a) warning and protecting its personnel and any third parties of all hazards to persons and property related to the Product(s) and (b) complying with all relevant reporting obligations under the Emergency Planning and Community Right to Know Act of 1986, 42 USC Sections 11001-11049 resulting from the presence of chemicals under this Agreement.

21. Applicable Law/Forum/Jury Waiver: This Agreement is governed by and shall be construed under the laws of the State of Florida without reference to conflicts of laws rules or principles. With respect to any suit, action or proceedings relating to this Agreement ("Proceedings") each Party irrevocably (a) submits to the exclusive jurisdiction of the courts of the State of Florida and the United States District Court located in Broward County; (b) waives any objection that it may have at any time to the laying of venue of any Proceedings brought in such court, (c) waives any claim that such Proceedings have been brought in an inconvenient forum and (d) further waives the right to object, with respect to such Proceedings, that such court does not have jurisdiction over such party, INsofar AS PERMITTED BY LAW. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING IN CONNECTION WITH THIS AGREEMENT AND ACKNOWLEDGES THIS WAIVER IS A MATERIAL INDUCEMENT TO THE OTHER PARTY'S ENTERING INTO THIS AGREEMENT. The prevailing party in any litigation between the parties shall be entitled to recover reasonable costs including external attorneys fees.

22. Waiver: No waiver by either Party hereto of a breach of an obligation owed hereunder by the other shall be construed as a waiver of any other breach, whether of the same or of a different nature. No delay or failure on either Party's part to enforce any right or claim, which it may have hereunder, shall constitute a waiver on the respective Party's part of such right or claim. All rights and remedies arising under this Agreement as amended and modified from time to time are cumulative and not exclusive of any rights or remedies which may be available at law or otherwise.

23. Assignment: Neither Party shall assign this Agreement without the consent of the other Party hereto. Any such attempt to assign this Agreement shall be null and void. Nothing herein shall confer or is intended to confer on any person or entity which is not a party to this Agreement any rights or benefits under this Agreement.

24. Amendment: This Agreement shall not be modified or amended, except by written instrument duly executed by officers or other duly authorized representatives of the respective Parties. Notwithstanding the foregoing, Buyer agrees that Seller may modify the terms of this Agreement at any time to comply with changes in applicable law. Acceptance or acquiescence in a course of performance rendered shall not be relevant to determine the meanings of these terms and conditions. Notwithstanding any provisions therein to the contrary, any terms and conditions in a Buyer's purchase order, confirmation, acknowledgement form or other document issued by the Buyer that conflict with this Agreement or increase Seller's obligations are rejected and shall not be binding on Seller unless expressly accepted by Seller in writing.

25. Severability: Any provision hereof which is legally unenforceable shall be ineffective only to the extent of such unenforceability without thereby invalidating the remaining provisions hereof or affecting the validity of enforceability of this Agreement as a whole.

26. Entire Agreement: This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof, and there are no other promises, representations, or warranties affecting it.

27. Force Majeure: In no event shall the Seller be held liable (a) for indirect, consequential, punitive, or multiple damages or (b) for any loss of any kind caused, directly or indirectly, by federal, state or local law, order or regulation, government restrictions, war (whether declared or undeclared), terrorist acts, insurrection, riots, fires, flooding, strikes, failure of utility services, accidents, adverse weather or other events of nature, or other conditions beyond its reasonable control.

28. Insurance: Buyer shall carry and maintain comprehensive general public liability insurance, including contractual liability, bodily injury and property damage, workmen's compensation, and employer's liability insurance throughout the Term of the Agreement and any extension of this Agreement.

29. Recording: Each party may, in its commercially reasonable discretion, record, on tape or otherwise, any telephone conversation between the parties and involving their respective officers, agents and employees, and each party hereby agrees and consents thereto.

30. Time is of the Essence: Time is of the Essence in this Agreement. Failure to meet a deadline shall be a breach.

31. Headings: Headings in this Agreement are for convenience only and should not be used for interpretive purposes.

32. Authority to Sign: Each party executing this Agreement is duly authorized to do so and all entity action necessary for the making of this Agreement has been duly taken.



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

December 22, 2016

ADDENDUM #1, BID E-13-17

Unleaded Gasoline and Diesel Fuel for Southeast Florida Purchasing Cooperative Group

To Whom It May Concern,

Please review the following question and the City's answer.

Q1: I wanted to confirm the volume on the bid as it seems to be a sizable difference from last year. Last year's volume: 21,434,744 gallons. This year's volume: 3,621,580 gallons. I wanted to make sure we recorded the correct gallons in our system and communicated it to our bid team.

A1: The aggregate fuel capacity of the Southeast Florida Governmental Purchasing Cooperative Group, which is shown in Attachment B, represents only one fill-up of all the tanks owned by each participating Co-op member. Attachment D "Co-op volume report Jan-Dec 2015" may be more useful for annual volume projections, as it records a full year's history of multiple deliveries.

Q2: [We] would like to prepare a proposal for the above referenced bid. However, I would like to know if we have to bid on all sites, or can we bid on just the tanker sites?

A2: This is an "all or nothing" solicitation. The successful proposer will be expected to provide diesel AND unleaded gasoline to all participating Co-op agencies.

Q3: Please provide a copy of the prior bid tabulations, invoice and bill of lading for our records for each location with a tank capacity of 5,000 or more.

A3: The previous contract, Attachment C Coral Springs Contract 14-A-035 RFP has been added to the attachments tab. As the successful proposer will bill, deliver to, and enter into separate contracts with approximately 40 participating Co-op agencies, there is no single source for the invoices and bills of lading for each of these agencies.

Q4: What are the volumes for this bid, either by agency or total? I need to be able to judge the commitments that need to be made and realistic projections of what products will be needed and in what quantity.

JP

Addendum #1, E-13-17

A4: Attachment D "Co-op volume report Jan-Dec 2015" has been added to the attachments tab.

Q5: What agencies may use their own trucks and what volumes would they require?

A5: Presently, the City of Boca Raton uses their own trucks. Attachment D "Co-op volume report Jan-Dec 2015" contains a record of their volume.

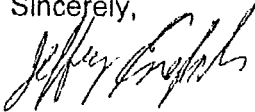
Attachments C and D have been added to the attachments tab of the electronic solicitation. Addendum #1 is posted on the City's eBid website: <http://pompanobeachfl.ionwave.net>. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for receipt of written questions is **5:00 p.m. (local) December 28, 2016**. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect.

The deadline for acceptance of sealed bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), January 4, 2017**.

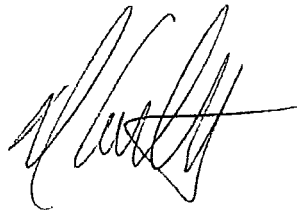
The remainder of the solicitation is unchanged at this time.

Sincerely,



Jeff English
Purchasing Agent

cc: website



Don Carlton
Pont Consolidated



January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Re: Confirmed Cardlock Locations and Pricing

Dear Mr. English:

Please be advised. Port Consolidated has six locations throughout the South Florida where customers can fuel their vehicles directly from our automated fueling stations. They are as follows:

- 11550 NW 36th Ave., Miami, FL 33167 – Diesel and Gasoline -Mon. through Fri., 7 AM – 5 PM
- 3141 SE 14th, Ave., Ft. Lauderdale, FL 33316 – Diesel and Gasoline 24/7
- 2301 NW 15th Ave., Pompano, FL 33069 – Diesel and Gasoline 24/7
- 1126 Hammondville Rd., Pompano, FL 33039 – Diesel Mon. through Fri., 7 AM – 5 PM
- 1782 Skees Rd., West Palm Beach, FL 33411 – Diesel and Gasoline 24/7
- 6951 Garden Rd., Riviera Beach, FL 33404 – Diesel and Gasoline 24/7

Pricing for the above facilities will be the same as our confirmed delivered tankwagon pricing. I will send out Cardlock set-up/activation forms with additional information to the Co-op at a later date.

Should you have any questions or comments, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

Exhibit C

Rate Schedule

Prices are F.O.B. delivered as a differential from the applicable OPIS price published in the "OPIS Contract Benchmark File" as described herein for the date of delivery of product to the City, and Participating Agencies, and are exclusive of all Federal, State and County Excise taxes and fees. Any other applicable taxes and fees shall be added at the time of invoicing. The differential shall remain firm during the initial contract period and any renewal period unless agreed to in writing by both parties. The below pricing also includes the alternate fuels listed in RFP E-13-17.

Item No.	Description	Transport Delivery Differential	Tankwagon Delivery Differential
1	Unleaded Gasoline	0.007	0.089
2	Diesel Fuel	0.007	0.089



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
E-13-17**

**UNLEADED GASOLINE & DIESEL FUEL
FOR SOUTHEAST FLORIDA GOVERNMENTAL
PURCHASING COOPERATIVE GROUP**

**RFP OPENING: January 20, 2017 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities, which are not members of the Southeast Florida Governmental Purchasing Cooperative, are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead

agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead agency.

- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.
- I. **“WORKING TOGETHER TO REDUCE COSTS”**

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR PROPOSALS
E-13-17
UNLEADED GASOLINE & DIESEL FUEL
FOR SOUTHEAST FLORIDA GOVERNMENTAL
PURCHASING COOPERATIVE GROUP

The City of Pompano Beach, hereinafter referred to as CITY, is seeking proposals from qualified firms to provide unleaded gasoline and diesel fuel to participating members of the Southeast Florida Governmental Purchasing Cooperative Group.

The City will receive sealed proposals until **2:00 p.m. (local), January 20, 2017**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Introduction

The intent of this solicitation is to establish an annual, open-end contract for the purchase of unleaded gasoline and diesel fuel, as and when needed. The City is acting as the lead agency for the Southeast Florida Governmental Purchasing Cooperative, and this solicitation includes the requirements of both the City and the participating agencies named herein. Any reference to a single agency or location will in fact, be understood as referring to all participating agencies referenced in the documents unless specifically noted otherwise.

A. Objectives

1. Contract for diesel and unleaded gasoline products with suppliers that have access to volumes of substantial petroleum products at Port Everglades either via contractual allocations or direct ownership, and have proven stable business operations, including provisions for delivery capabilities, business continuity and supply to the participating agencies in emergency situations.
2. Obtain the fuels at competitive market rates.

B. Scope Of Services

Attachment "A" – Specifications and Requirements

Attachment "B" – Locations of Participating Agencies fuel locations and contact personnel.

C. Participating Agencies

	Agency Name	Address	Contact Person	Phone #
1	Broward County	1 University Drive Plantation, FL 33301	Alfred Clauson	954 357-6477
2	Boca Raton, City of	201 W. Palmetto Park Rd. Boca Raton, FL 33432	Lynne Piper	561 393-7878
3	Coconut Creek, City of	4900 W Copans Rd Coconut Creek, FL 33063	Lorie Messer	954 956-1584
4	Cooper City, City of	9090 SW 50 Place Cooper City, FL 33328	Kerri-Anne Fisher	954 434-4300 x268
5	Coral Springs, City of	4181 NW 121 Ave Coral Springs, FL 33065	Alan DiStefano	954 345-2235
6	Dania Beach, City of	100 W Dania Beach Blvd Dania Beach, FL 33004	Ronnie Navarro	954 924-6808
7	Davie, Town of	6591 Orange Dr Davie, FL 33314	Brian O'Connor	954 797-1016
8	Deerfield Beach, City of	401 SW 4 th St. Deerfield Beach, FL 33441	Ivelsa Guzman	954 480-4486
9	Ft. Lauderdale, City of	100 N Andrews Ave. Ft. Lauderdale, FL 33301	Sandy Leonard	954 828-5781
10	Green Acres, FL	5800 Melaleuca Lane Green Acres, FL 33463	Monica Powery	561 642-2089
11	Hallandale Beach, City of	400 S Federal Highway Hallandale Beach, FL 33009	Andrea Lues	954 457-1332
12	Hillsborough Beach, Town of	1210 Hillsboro Mile Hillsborough Beach, FL 33062	Jim Pugliese	954-427-6600
13	Hollywood, City of	2600 Hollywood Blvd. Hollywood, FL 33020	Paul Bassar	954 921-3552
14	Lauderdale Lakes, City of	3463 NW 43 Ave. Lauderdale Lakes, FL 33319	Robin Soodeen	954 535-2758
15	Lauderhill, City of	1919 NW 55 th Ave. Lauderhill, FL 33319	Manny Cerezo	954 790-2966
16	Lighthouse Point, City of	4730 NE 21st Terrace Lighthouse Point, FL 33064	Charles Schramm	954 946-7386
17	Margate, City of	5790 Margate Blvd Margate, FL 33063	Spencer Shambray	954 935-5341
18	Miami, City of	444 SW 2 nd Ave, 6 th Flr. Miami, FL 33130	Eduardo Falcon	305 416-1901
19	Miami Gardens, City of	18605 NW 27 Ave. Miami Gardens, FL 33055	Tom Ruiz	305 622-8000

20	Miramar, City of	13900 Pembroke Rd. Miramar, FL 33027	Alicia Ayum	954 602-3121
21	N Miami, City of	776 NE 125 St. N Miami, FL 33161	Alberto Destrade	305 895-9886
22	N Miami Beach, City of	2101 NE 159th Street, N Miami Beach, FL 33162	Joel Wasserman	305 948-2946
23	North Palm Beach, Village of	645 Prosperity Farms Road N. Palm Beach, FL 33408	Susanne Hachigian	561 841-3375
24	Palm Beach, Town of	951 Old Okeechobee Rd. West Palm Beach, FL 33401	Adis Pedraza	561 227-7000
25	Palm Springs, Village of	226 Cypress Lane Palm Springs, FL 33461	Ken Dye	561 965-5770
26	Pembroke Park, Town of	3150 SW 52 nd Ave. Pembroke Park, FL 33023	Todd Larson	954 966-4600 Ext. 238
27	Pembroke Pines, City of	13975 Pembroke Rd Pembroke Pines, FL 33027	Mark Gomes	954 518-9020
28	Plantation, City of	400 NW 73rd Avenue Plantation, FL 33317	Charles Spencer	954 797-2647
29	Pompano Beach, City of	1190 NE 3 rd Ave, Bldg C Pompano Beach, FL 33060	Jeff English	954 786-4098
30	Riviera Beach, City of	2051 MLK Blvd. Ste. 310 Riviera Beach, FL 33404	Rebecca Reed	561 882-1809
31	School Board, Broward Cty	7720 W Oakland Park Blvd. #323, Sunrise, FL 33351	Al Shelton	754 321-0520
32	School District, Palm Beach County	3300 Forest Hills Blvd. West Palm Beach, FL 33406	Morris Simpson	561 434-8172
33	Sheriffs Office, Broward County	2601 West Broward Blvd Ft Lauderdale, FL 33312	Rick Torres	954 831-8170
34	Southwest Ranches, Town of	13400 Griffin Road Southwest Ranches, FL 33330	Sandy Luongo	954 343-7476
35	Sunrise, City of	10770 Oakland Pk Blvd, 3rd Flr Sunrise, FL 33351	Wendy Lorenzo	954 572-2485
36	Tamarac, City of	7525 N.W. 88 th Ave. Tamarac, FL 33321	Keith Glatz	954 597-3567
37	West Palm Beach, City of	401 Clematis Street W Palm Beach, FL 33401	Nate Rubel	561 822-2109
38	Weston, City of	2599 S Post Road Weston, FL 33327	Karl Thompson	954 385-2600
39	Wilton Manors, City of	524 NE 21 Ct. Wilton Manors, FL	David Archacki	954 390-2190

D. Term of Contract

The initial contract period shall be one year, commencing upon award by the appropriate City officials.

The City reserves the right to renew this agreement for four (4) additional one-year periods subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period. Renewals may be approved and executed by the City Manager or their designee.

The City may require additions or deletions of participating agencies. This may entail additional agencies and locations, and/or deletion of previous participating agencies. The Contractor shall serve all required additions or deletions, as requested by the City, according to the terms and conditions of the solicitation.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

E. Required Proposal Submittal

Submission/Format Requirements

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 100 MB. If the file size exceeds 100 MB the response must be split and uploaded as two (2) separate files.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with the sections clearly labeled:

1. Cover letter: A cover letter signed by an authorized representative of the firm. The letter should present an overview of the Proposer's organization and will include the firm name, address, principal contact person for this proposal, e-mail address, phone number, and fax number. A brief description of the firm's history and corporate affiliations.
2. Qualifications, capabilities, and experience: Qualifications and specialized experience of proposer for providing the type of products described in the Specifications and Requirements (Attachment "A") of this RFP.
 - a. State proposer's capability to provide these types of products on a local (Port Everglades) and regional/national level.

- b. List of representative current customers comparable in size and scope to this RFP for which the Proposer is providing petroleum products. The list should include the name and address of each client's contact person, telephone and fax numbers, e-mail address and a general description of the existing business relationship.
3. Personnel: Identify the proposed contact persons and telephone numbers for ordering services, for invoicing questions, and other key (customer service) personnel that will be assigned to this account.
4. Address how Proposer will ensure its contractual obligation to the Co-Op. Include any contractual obligations to supply fuel to other entities that could affect the Co-Op's supply of fuel. If Proposer is a fuel distributor (not a fuel terminal operator) also provide proof of monthly fuel sale volumes, including copies of any Letter of Intent or contractual agreements with terminal operators.
5. Obligations of the participating agencies: Describe the requirements (operational, legal, agreements, insurance, etc.) for the sale and delivery of petroleum products. Copies of any and all required terms and conditions, agreements, notices, or procedural descriptions should be attached to the proposal response. Proposers should describe in detail any product volume purchase requirements which would be required of **each participating agency** on a monthly basis.
6. ***Contingency plan of action. Firms should describe a plan of action to assure product availability (including requirements for additional products before and after an emergency situation), and avoid disruption of supply during any emergency situation (e.g. hurricanes). Describe your storage and distribution logistics plan to include but not be limited to: ownership or control of storage facilities in the Tri-County area, agreements or partnerships with fuel transportation providers to supplement existing delivery capabilities, redundant communication capabilities, and emergency power generation. Availability of fuels at other terminals on a regional basis should also be described in this plan of action submittal.***
7. Price Proposal: Submit your firm, fixed price proposal for providing all services, materials, etc. required for sale of petroleum products as outlined on Attachment A-item 2 "pricing methodology" with the proposal response.
8. Alternate Proposals:
 - a. An option is afforded to all proposers to submit, in addition to their original proposal, an alternate proposal, which excludes the provision of transportation services for the petroleum products, included in this RFP. Transportation services would be the responsibility of that participating agency, typically with vehicles owned and operated by the agency. Proposers wishing to submit on this basis should clearly indicate in the alternative proposal response the discount from the differential provided in the pricing pages and any requirements to be met by the participating agency, such as insurance provisions to be supplied and certifications for vehicles and operators.

- b. For the potential use of some participating agencies, the opportunity is afforded to all proposers to provide the option to pre-arrange purchase of fixed volume(s) of product(s) at a fixed price from time to time thereby assuring:
 - i. Product availability of fixed volume(s) on a ratable basis over a defined period of time, presumable in monthly increments.
 - ii. Established pre-agreed fixed pricing point(s) for product(s) during that established period of time, regardless of market conditions.

Proposers wishing to provide an alternate proposal on a fixed volume/fixed price basis should provide minimum and, if applicable, maximum monthly volumes applicable or percentage of agency estimated ratable demand that could be contracted for on this basis. If available, provide a copy of standard terms and conditions that would generally apply to such a transaction.

9. Addenda, Additional Information:

Any addenda or answers to written questions supplied by the City to potential proposers become part of this Request for Proposal and any resulting contract. The proposal form should be signed by an authorized company representative, dated and returned with the proposal.

10. Contract with Participating Agencies:

No negotiations, decisions or action shall be initiated or executed by the Offeror as a result of any discussions with any participating agency or representative of those agencies. Only those communications, which are in writing from the Purchasing Agent, or other designee, of the City of Pompano Beach may be considered as a duly authorized expression. Also, only communications from Offerors that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the Offeror.

Litigation:

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

City Forms:

The RFP Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System.

F. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

If you are responding to a solicitation and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
2. Liability Insurance
 - a. Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.
 - b. Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance**Limits of Liability****GENERAL LIABILITY:**

Minimum \$2,000,000 Per Occurrence and
\$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
—	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	
—	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX	comprehensive form
—	owned
—	hired
—	non-owned

REAL & PERSONAL PROPERTY

—	comprehensive form	Agent must show proof they have this coverage.
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EXCESS LIABILITY

Per Occurrence Aggregate

—	other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

XX	* Policy to be written on a claims made basis		\$2,000,000	\$2,000,000
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- c. If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the Agreement shall

survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

3. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.
4. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:
 - a. Certificates of Insurance evidencing the required coverage;
 - b. Names and addresses of companies providing coverage;
 - c. Effective and expiration dates of policies; and
 - d. A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.
5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.
6. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

The successful proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

G. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

Proposals will be evaluated using the following criteria.

<u>Criteria</u>	<u>Point Range</u>
1. Firm Qualifications and Capabilities (Factors including but not limited to the following) <ul style="list-style-type: none"> • Fuel supply delivery capability from Port Everglades • Contracting Terms and Conditions proposed 	0-40
2. Emergency Supply Capabilities (Factors including but not limited to the following) <ul style="list-style-type: none"> • Control of storage facilities in Tri-County area • Contingency plan of action • Availability of regional emergency storage 	0-20
3. References (Factors including but not limited to the following) <ul style="list-style-type: none"> • Years experience • Number of Locations 	0-10
4. Cost	0-30
Total	0-100

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of “1” assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm’s capability to provide the services required for the Committee’s review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the

solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

H. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

I. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

J. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

K. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

L. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

M. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

N. Contract Terms

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

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

O. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

P. Survivorship Rights

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

Q. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

R. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

S. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

T. RFP Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to City on or before the time and date stated herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of solicitation documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

U. Standard Provisions

1. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

2. Licenses

In order to perform public work, the successful Proposer shall:

Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

3. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

4. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

5. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

9. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

11. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

12. Public Records

- a. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
 - i. Keep and maintain public records required by the City in order to perform the service;
 - ii. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
 - iv. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
- b. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

V. Questions and Communication

All questions regarding the RFP are to be submitted in writing. All questions are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted

to the RFP solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

W. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the RFP solicitation in the eBid System.

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRITY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP _____, _____
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

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

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

Certified By (include Name and Title):

RFP E-13-17
UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST
FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

ATTACHMENT “A”
SPECIFICATIONS & REQUIREMENTS

The table included in Attachment “B” provides information from each Participating Agency as regards the size, type and location of fuel storage tanks and their estimated monthly usage of the various fuels included in this Request for Proposals.

1. SPECIFICATIONS

1.1 Successful Proposer will sell to all participating agencies the following products (the “Products”):

- “Ultra Low Sulfur diesel”: No. 2 Ultra Low Sulfur, on-road, clear, taxable diesel fuel per ASTM D975-08a specifications, or latest revision.
- “Ethanol Gasoline”: 10% Ethanol blended gasoline per ASTM D4814-07b specifications, or latest revision.

1.2 Additional, Optional Fuel Products:

- Midrange Unleaded Gasoline: Minimum Octane of 89.0
- Ultra Low Sulfur #2 Red Dye Diesel
- “5% Biodiesel Fuel”: Ultra Low Sulfur 5% Biodiesel blended fuel, on-road, clear, taxable diesel fuel. The B100 will conform to ASTM D6751-08 or latest revision.
- “20% Biodiesel Fuel”: Ultra Low Sulfur 20% Biodiesel blended fuel, on-road, clear, taxable diesel fuel. The B100 will conform to ASTM D6751-08 or latest revision.
- E85 Fuel Ethanol: Shall conform to the chemical and physical standards for fuel Ethanol as set forth in the ASTM International Designation D5798-99, “Standard specification for fuel Ethanol (Ed 75-Ed85) for Automotive Spark-Ignition Engines”.

1.3 The products supplied as a result of this Request for Proposals must conform to the specifications of the State of Florida and comply with all Federal, State and local laws and regulations as applicable on date of delivery.

2. PRICING METHODOLOGY:

- 2.1 Prices proposed are to be F.O.B. delivered expressed as a positive or negative differential from the applicable daily **OPIS** price published in the “OPIS Contract Benchmark File” as described herein for the date of delivery of product to the Participating Agency and are exclusive of all Federal, State and County Excise taxes and fees. Any other applicable taxes and fees shall be added at the time of invoicing. See Paragraph 3, TAXES .

Item No.	Description	Transport Delivery Differential Proposed (+)/(-) per gallon*	Tankwagon Delivery Differential Proposed (+) (-) per gallon*
1	87 Octane Unleaded	\$._____	\$._____
2	Diesel Fuel #2 Ultra Low Sulfur	\$._____	\$._____
3	Lump Sum Additional Delivery Charge for Deliveries <u>beyond</u> 30 mile radius of Port Everglades only.	\$._____/each	\$._____/each

* Calculate differential proposed to fourth decimal point. Differential proposed to remain firm during initial contract period and any renewal period.

Note: If your proposal is contingent on your firm being awarded a contract for all products and all delivery methods, Proposer must indicate this condition in the proposal response.

- 2.2 Pricing of Unleaded 87 Octane Gasoline is to be proposed using the following methodology:

Daily Published **OPIS Gross CBOB Ethanol 10% Unleaded Unbranded Rack Average Price** (For the applicable Reid Vapor Pressure - RVP on the date of delivery of product at the rack)

Plus

Positive or Negative differential proposed for 87 Octane Unleaded on Proposal Form, Paragraph 6. (Differential to be constant regardless of the applicable RVP.)

- 2.3 Pricing of Ultra Low Sulfur Diesel #2 is to be proposed using the following methodology:

Daily Published OPIS Gross Ultra Low Sulfur Distillate No. 2 **Unbranded Rack Average** prices.

Plus

Positive or Negative differential proposed for Diesel Fuel #2 Ultra Low Sulfur on Proposal Form, Paragraph 6.

- 2.4 The price proposed with differential shall include the vendor's cost of product, vendor's profit, the cost of delivery within a 30 mile radius of Port Everglades, and any and all other costs. A lump sum, additional delivery charge only applicable to deliveries beyond a thirty (30) mile radius of Port Everglades may be proposed on the pricing sheet. Within the thirty (30) mile radius of Port Everglades the proposed costs must include delivery regardless of the actual varying road miles required to be driven to make deliveries within that radius to each tank location. The differential proposed for Unleaded Gasoline and Diesel Fuel or any additional fuel products shall not change during the initial term of the contract or any renewal periods. No other charges shall be added. Differential must be expressed in dollars and/or cents per gallon.

- 2.5 The selected proposer shall advise the Lead Agency of all available Federal or State credits and discounts available on all fuel types being purchased herein. The selected proposer shall apply all applicable credits and discounts to the price charged to the Co-Op and identify and reflect the discount on the applicable invoices. (Note: the applicable credits and discounts will be incorporated after award and shall not be reflected in the Price proposal Schedule.)

2.6 Alternative Fuels

Considering the dynamic nature of fuel technology and the growing demand for alternative fuels, the Co-Op reserves the right to add any alternative fuel to the fuel types required. When such a need arises, the Co-Op shall contact the selected Proposer to determine if the selected proposer has the ability to provide or obtain the alternative fuel. The Co-Op shall provide the selected Proposer with information on the fuel type, the technical specifications of the fuel, the acceptable operating parameters, the estimated quantities, delivery requirements, and any other relevant information available. The selected proposer shall submit a written price offer for the supply of the alternative fuel for the Co-Op's review and approval.

However, if the selected proposer is unable to supply the alternative fuel type, or the Co-Op does not accept the selected proposer's price offer, the Co-Op shall have the right to purchase the alternative fuel elsewhere.

- 2.7 Additional Fuel Products: Proposers may submit under a separate cover a price proposal on the following fuels. Proposers must outline the Pricing Methodology for each additional fuel product proposed.

Item No.	Description
1	Midrange Unleaded 89 Octane
2	Recreational Unleaded 90 Octane

3	Ultra Low Sulfur #2 Red Dye Diesel
4	Biodiesel Fuel B5
5	Biodiesel Fuel B20
6	E85 Fuel Ethanol

3. TAXES:

- 3.1 The agencies listed herein are counties, municipalities or subdivisions of the State of Florida and are exempt from Federal Gasoline and Diesel (excise) Road taxes and Florida Sales Tax.
- 3.2 Proposals will be considered only from Proposers who do not require the payment of these taxes.

4. SUBSTITUTE/ALTERNATE METHOD FOR PRICE ADJUSTMENT:

- 4.1 The City reserves the right, based on mutual agreement with the successful proposer, to substitute an alternate method for price adjustment for a specified, negotiated period of time if:
- A. An interruption in the OPIS Index is experienced beyond existing scheduled holidays (Independence Day, Christmas, etc.), or
 - B. The listing of prices for the OPIS Index are interrupted or modified to a degree which would require alteration of the computation formula to determine a fair price, or
 - C. The use of the OPIS Index prices becomes non-representative of the market.
 - D. The Successful Proposer provides clear and convincing proof that market conditions unrelated to the OPIS Index have been materially altered from those that existed at the time of award or renewal of contract. Such proof may consist of contracts with suppliers, invoices or published indexes, etc.
- 4.2 The City may, if deemed to be in the City's best interest, elect to modify the pricing methodology in the situations listed above in the following manner using any nationally recognized, published benchmark or index.

The firm markup or discount will include the vendor's cost of product, profit, delivery costs and any other costs. The firm markup or discount for Unleaded Gasoline or Diesel shall not change during the negotiated term of the contract amendment. No other charges shall be added.

- 4.3 The City may also negotiate a per transport or tank wagon delivery surcharge, if market conditions necessitate such a solution.
- 4.4 If it is determined by the City to be in its best interest to substitute an alternate method for price adjustment as specified above, the contractor(s) will be notified thirty (30) days prior to the effective date for the alternate adjustment. If an alternate price adjustment method is not acceptable to all awarded contractor(s), the City may cancel this contract in whole or in part by giving the contractor(s) ninety (90) days prior written notice.

5. INVOICING

- 5.1 All invoices shall be provided to each participating agency via an electronic method within twenty-four (24) hours of date of delivery of product. Each invoice shall reference the date of the applicable published **OPIS** price for that day with the appropriate differential as per the contract. Successful proposer shall list separately on invoice each individual non-exempt tax/fee and the amount of the differential.

6. ORDERING & PAYMENT:

- 6.1 Each participating governmental agency will, based on the award of contract made by the Lead Agency and with the same prices, terms, and conditions establish its own contract with the successful proposer(s) in a manner acceptable to the successful proposer; will issue its own purchase orders; will require separate billing and will issue its own tax exemption certificates as required by the successful proposer.
- 6.2 The City of Pompano Beach Purchasing Division will furnish a copy of proposers list and any other information submitted with the proposals to all participating agencies.
- 6.3 Payment will be ***made by each Participating Agency*** within fifteen (15) calendar days from delivery of product at Participating Agencies location via wire transfer to seller's account and bank, as indicated on the invoice.
- 6.4 It is understood and agreed that the City of Pompano Beach is not a legally bound party to any contractual agreement made between any other agency and the successful proposer as a result of this Request for Proposals.
- 6.5 After award of contract(s) to successful proposer(s) the City reserves the right to issue purchase orders in accordance with the terms of this contract.

7. Reporting Requirements

The selected Proposer shall submit to the Lead Agency a Fuel Purchasing Report on a monthly basis. The fuel Purchasing Report shall include fuel volume totals by fuel type for each participating agency. The report shall also include a "Grand Total" (year-to-date) fuel volume for all Participating Agencies for each fuel type. The required fields are the following:

- Reporting Period (specify month)
- Participating Agency

- Delivery volume (do not round off reported volume amounts, allow volumes to be reported up to as many decimal places as needed).
- Subtotal volume (per fuel type for each Participating Agency)
- Cumulative Total Volume Year to Date (per fuel type for all Participating Agencies)
- Note regarding fuel types: report must specify the ethanol and biodiesel blend being delivered.

The Fuel Purchasing Report shall be sent in electronic format (Excel format preferred) via email to: purchasing@copbfl.com.

8. DELIVERY REQUIREMENTS

For the purposes of this section the term Carrier shall mean the Seller or an independent contractor hired by the Seller for the delivery of fuel to the Participating Agencies.

8.1 LEGAL REQUIREMENTS:

- A. **Compliance with Laws and Codes:** Federal, State, County, and local laws, ordinances, rules and regulations that in any manner, affect the terms covered herein apply. Lack of knowledge by Carrier shall in no way be a cause for relief from responsibility. The Carrier shall strictly comply with Federal, State and Local building and safety codes. Equipment shall meet all State and Federal Safety Regulations.
- B. **Independent Contractor Relationship:** The Carrier is, and shall be, in the performance of all work, services, and activities under the Agreement, an Independent Contractor and not an employee, agent, or servant of any Participating Agency. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Carrier's sole direction, supervision, and control. The Carrier shall exercise control over the means and manner in which it and its employees perform the work and in all respects the Carrier's relationship, and the relationship of its employees, to any Participating Agency shall be that of an independent contractor and not as employees or agents of any Participating Agency.
- C. **Certifications, Licenses and Permits:** Carrier shall provide a copy of all applicable Certificates of Competency issued by the State of Florida in the name of the Carrier. It shall also be the responsibility of the Carrier to submit prior to commencement of work a current Occupational License and all permits required to complete this contractual service at no additional cost. It is the responsibility of the Carrier to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the Agreement.

9. DELIVERY/RESPONSE TIME:

- A. Delivery shall be required within twenty-four (24) hours unless an alternate delivery date has been requested by the Participating Agency.

- B. Daily orders shall be placed by e-mail from a participating agency representative by 10:00 a.m., Monday through Friday.
- C. Deliveries shall be made within 24 hours of order placement unless the participating agency specifically requests otherwise as indicated on the order, in which case, requested delivery date and time shall become the required delivery time.
- D. Orders placed on Friday shall be delivered no later than 5:00 p.m. the following Monday, unless the participating agency specifically requests otherwise, in which case, requested delivery date and time, shall become the required delivery time. The participating agency shall not require the carrier to deliver on Sundays (except for declared emergency situations).
- E. A transport load shall be defined as no less than 7,500 gallons of Ethanol blended or regular gasoline or no less than 7,000 gallons of Ultra Low Sulfur Diesel or 5% biodiesel fuel or 20% biodiesel fuel.
- F. The Participating Agencies reserve the right to split any load between no more than two delivery sites for their agency.**
- G. If the carrier is unable to meet the delivery requirements, it shall be the responsibility of the carrier to notify the participating agency within 2 hours of the delay occurring so that the participating agency can determine if it needs to transfer fuel between its sites to cover delay.
- H. At time of delivery, carrier shall present a delivery ticket/bill of lading to a participating agency representative, or if requested, deliver document to a specified location. The delivery ticket/bill of lading shall include:
- Bill of lading number.
 - Name of supplier and carrier.
 - Date and time of delivery.
 - Type of fuel delivered.
 - Gross gallons and net gallons delivered.
 - Inches in fuel tank, before and after delivery.
 - Driver's signature.
 - Signature of participating agency employee receiving delivery, unless otherwise indicated.
 - Delivery address.
- I. Carrier shall be adequately equipped, staffed, and supplied to, promptly, and efficiently, furnish, deliver, and dispense, all products that are submitted at various facilities.
- J. Carrier shall have the ability to fill above-ground tanks.
- K. Carrier shall be fully responsible for any and/or all actions of their employees that require clean up or ground sterilization as the result of an "improper" delivery. Carrier shall have and shall maintain those types and quantities of materials necessary to contain spilled

product(s). Carrier shall be responsible for prompt and thorough cleanup of all spillage, as per EPA specifications, and for any agency fines or fees that result from contamination.

- L. Discovery or occurrence of a spill, on overfill, excess water in the tank, suspected contamination of surrounding area, suspected tank failure, or any other indication of chemical release shall be immediately reported by the Carrier to the participating agency. Where the event is directly or indirectly the result of carrier's actions, the carrier shall also affect containment and initiate cleanup immediately.
- M. All transport truck deliveries will be temperature adjusted to 60 degrees F in accordance with the latest edition of the American Society for Testing and Materials (ASTM) Table 6B, Volume II, Petroleum Measurement Tables. Delivery tickets and invoices shall reflect the net gallons delivered after temperature compensation.
- N. Any Tankwagon deliveries will be metered in gross gallons and invoiced in gross gallons.
- O. Agencies will accept fuel from trucks with sealed State approved and inspected meters. Trucks that have State of Florida Department of Agriculture and Consumer Services sealed, calibrated and certified compartment tank volume markers for the petroleum product being delivered, are also acceptable.

10. SPILLAGE:

- A. The Contractor and/or his subcontractors making deliveries shall be fully responsible for any errors or mistakes that require clean up or ground sterilization. Contractor will be responsible for prompt and thorough cleanup of all spillage per EPA specifications and for any agencies fines or fees for any contamination that result from improper delivery of fuel.

11. PRIORITY DELIVERIES:

Preference of deliveries shall be given to agencies providing emergency relief and response services and members of the co-op who are participating in this contract, in case of declared emergencies or natural disasters.

Proposers shall attach an emergency plan that assures continued deliveries of these products in case of emergencies and/or when additional quantities may be required.

12. WORK SITE SAFETY/SECURITY:

The carrier shall at all times guard against damage or loss to the delivery site property, the Carrier's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the Carrier shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and ensure the delivery site(s) and insure that all county, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, carrier shall provide for the prompt removal of all debris from delivery sites. All participating agencies may withhold payment or make such deductions as deemed necessary

to ensure reimbursement or replacement for loss or damage to property through negligence of the Carrier or its agents.

13. ADDITION OF DELIVERY SITES:

Each Participating Agency shall be able to add delivery sites to the attached list, with 7 days notice to the seller.

RFP E-13-17			Attachment "B"	Updated 12/14/16	
DIESEL FUEL DELIVERY LOCATIONS					
					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Broward County					
BCTD	Joyce Mack	954 357-8423	3201 W Copans Rd., Pompano Bch.	490,000	Below
	Belinda Thomas	954 357-7716	Ravenswood Rd., Ft. Lauderdale	200,000	Below
BCFM			Main Courthouse Shop	4,000	
			N Regional courthouse	550	
			Midrise	6,000	
			Main Library	5,000	
			S Regional Courthouse	550	
			Public Safety Bldg 1	10,000	
			Public Safety Bldg 2	2,500	
			Public Safety Bldg 3	1,000	
			W Regional Courthouse	610	
			Medical Examiner	4,000	
			Booher Bldg.	1,000	
			EOC	15,000	
			BCGC West Tank 1	10,000	
			BCGC West Tank 2	10,000	
			1200 Garage	550	
			Gov. Center	2,000	
			Central Warehouse	275	
			NW Regional Library	100	
			Mental Health	375	
			N Homeless Shelter	310	
			Hughes Bldg.	100	
			African American Library	155	
			S Regional Maint Ctr	200	
	Roger Jeremiah	954 357-6112	Lowrise: 2600 SW 4th Ave. Ft. Laud, FL 33315	527	

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
BCFS	Dan Smith/Desiree Antonu	954 357-5460/5458	Fleet Svc Ctr #2 2515 SW 4 Ave, Ft. Lauderdale	10,000	Below
	Dan Smith/Patrick Irving	954 357-5443/5441	Fleet Svc Ctr #3 1600 Blount Rd., Pompano Bch 3	16,000	Below
	Dan Smith	954 357-5342	Fleet Svc Ctr #8 7101 SW 205 Ave. Ft. Lauderdale	10,000	Below
	Billy Catlow	954-831-0865	WWS 2555 W Copans Rd., Pompano Bch 33069	10,000	Below
	Brian McLaughlin	954 357-5181	CB Smith Pk 900 N Flamingo Rd. Pembroke Pine	6,000	Below
	Roger Underwood	954 359-1251/1250	Aviation East 3400 SW 2nd Avenue, Ft. Lauderdale	12,000	Below
	Sonia McKenzie	954 765-4062 x229	Mosquito Ctrl 1200 Airport Road., Pembroke Pine	2,500	Below
	Staff	954-359-0792	Airport Fire Rescue 250 Tamiami Dr Gate 100, Ft	1,500	Above
	Jeanette Howie/Jennifer Y	954 357-8840/8759	TY Park 3300 N Park Rd., Hollywood 33301	500	Above
	Jeanette Howie/Jennifer Y	954 357-8840/8759	TY Park 3300 N Park Rd., Hollywood 33301	1,000	Above
Boca Raton, City of	Lynne Piper	561 393-7878	Purchasing Contact		
	Harri Mangroo	561 416-3382	City Hall, 201 W Palmetto Park Rd	1,000	Above
			Golf Course, 8111 Golf Course Rd	500	Above
			Fire Station 1, 1151 N Federal Hwy	1,000	Above
			Fire Station 5, 2333 W Glades Rd	1,000	Above
			Police Services, 100 NW Boca Raton Blvd	2,000	Below
			6500 Bldg., 6500 Congress Ave.	6,000	Above
			Sugar Sand, 300 S Military Trail	550	Above
			Spanish River, 3001 N Ocean Blvd.	250	Above
	Ramy Maharaj	561 338-7316	Tank 55A, 1401 Glades Rd dyed diesel	6,000	Above
		dyed diesel	Yamatto Rd Generator Bldg. 2150 NW 51 St	5,000	Above
		dyed diesel	18th St. Booster Pump Sta, 1700 SW 18th St	2,000	Above
	Juan Garland	561 212-5402	Dredge-Boca Raton Inlet, A1A at Camino Real	1,000	Above
	Harri Mangroo	561 416-3382	Fire Support Generators, 800 Banyan Trail	2,000	Above
			Fire Station 2 Generator - 903 W Palmetto Park R	500	Above
			Fire Station 3 Generator - 100 S Ocean Dr.	500	Above
			Fire Station 4 Generator - 351 NW 51 St	500	Above
			Fire Station 6 Generator - 1901 Clint Moore Rd.	400	Above
			Fire Station 7 Generator, 3001 W Yamato Rd.	500	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
			Fire Station 8 Generator, 190 SW 18 St	500	Above
Broward Cty School Bd.	Mark Alan	754 321-0507	Purchasing Contact		
SBBC School Bus Terminals					
Vehicle Maintenance Department	Dennis James	(954) 812-8601	3895 NW 10 Avenue, Fort Lauderdale, FL 33309	24000	Below
Vehicle Maintenance Department	Tony Verdejo	(954) 850-3725	2300 NW 18 Street Pompano Beach, FL 33062	24000	Below
Vehicle Maintenance Department	Dennis Freemyer	(954) 242-0278	900 South University Drive, Pembroke Pines, FL 33025	24000	Below
Vehicle Maintenance Department	Rudy Beckles	(954) 242-0413	2320 College Avenue, Davie, FL 33317	24000	Below
Vehicle Maintenance Department	Mike Kriegel	(754) 321-4460	20251 Stirling Road, Southwest Ranches, FL 33332	24000	Below
SBBC diesel generators					
Arthur R. Ashe, Jr. Middle (primary public shelter)	Becky Edwards	(754) 321-4750	1701 NW 23 Avenue, Fort Lauderdale, FL 33311	389	
Atlantic Technical Center	Becky Edwards	(754) 321-4750	4700 Coconut Creek Parkway, Coconut Creek, FL 33063	250	
Attucks Middle	Becky Edwards	(754) 321-4750	3500 North 22 Avenue, Hollywood, FL 33020	550	
BECON/Instructional TV (mobile unit)	Becky Edwards	(754) 321-4750	6500 Nova Drive, Davie, FL 33317	150	Above
BECON/Instructional TV (TV tower)	Becky Edwards	(754) 321-4750	4991 SW 28 Street, Hollywood, FL 33023	900	
Boyd Anderson High	Becky Edwards	(754) 321-4750	3050 NW 41 Street, Lauderdale Lakes, FL 33309	1060	
Broadview Elementary	Becky Edwards	(754) 321-4750	1800 SW 62 Avenue, Pompano Beach, FL 33068	75	
Central Park Elementary	Becky Edwards	(754) 321-4750	777 North Nob Hill Road, Plantation, FL 33324	250	
Coconut Creek High	Becky Edwards	(754) 321-4750	1400 NW 44 Avenue, Coconut Creek, FL 33066	366	
Coral Glades High (primary public shelter)	Becky Edwards	(754) 321-4750	2700 Sportsplex Drive, Coral Springs, FL 33065	380	
Coral Park Elementary	Becky Edwards	(754) 321-4750	8401 Westview Drive, Coral Springs, FL 33067	1000	
Country Hills Elementary	Becky Edwards	(754) 321-4750	10550 Westview Drive, Coral Springs, FL 33076	500	
Country Isles Elementary	Becky Edwards	(754) 321-4750	2300 Country Isles Road, Weston, FL 33326	550	

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Cresthaven Elementary	Becky Edwards	(754) 321-4750	801 NE 25 Street, Pompano Beach, FL 33064	250	
Cypress Bay High	Becky Edwards	(754) 321-4750	18600 Vista Park Blvd., Weston, FL 33332	500	
William Dandy Middle	Becky Edwards	(754) 321-4750	2400 NW 26 Street, Fort Lauderdale, FL 33311	370	
Dillard Elementary	Becky Edwards	(754) 321-4750	2330 NW 12 Court, Fort Lauderdale, FL 33311	250	
Dillard High Performing Arts	Becky Edwards	(754) 321-4750	2501 NW 11 Street, Fort Lauderdale, FL 33311	600	
Discovery Elementary	Becky Edwards	(754) 321-4750	8800 NW 54 Court, Sunrise, FL 33351	660	
Charles Drew Elementary	Becky Edwards	(754) 321-4750	1000 NW 31 Avenue, Pompano Beach, FL 33069	250	
Driftwood Middle	Becky Edwards	(754) 321-4750	2751 N 70 Terrace, Hollywood, FL 33024	390	
Blanche Ely High	Becky Edwards	(754) 321-4750	1201 NW 6 Avenue, Pompano Beach, FL 33060	550	
Blanche Ely High Performing Arts	Becky Edwards	(754) 321-4750	1201 NW 6 Avenue, Pompano Beach, FL 33060	550	
Blanche Ely High (new campus wing)	Becky Edwards	(754) 321-4750	1201 NW 6 Avenue, Pompano Beach, FL 33060	700	
Endeavor Primary Learning Center Elementary	Becky Edwards	(754) 321-4750	2701 NW 56 Terrace, Lauderhill, FL 33313	172	
Everglades High (secondary public shelter)	Becky Edwards	(754) 321-4750	17100 SW 48 Court, Miramar, FL 33027	530	
Flamingo Elementary	Becky Edwards	(754) 321-4750	1130 SW 133 Avenue, Davie, FL 33325	119	
Forest Glen Middle	Becky Edwards	(754) 321-4750	6501 Turtle Run Blvd., Coral Springs, FL 33067	500	
Fort Lauderdale High	Becky Edwards	(754) 321-4750	1600 NE 4 Avenue, Fort Lauderdale, FL 33305	500	
Fort Lauderdale High	Becky Edwards	(754) 321-4750	1600 NE 4 Avenue, Fort Lauderdale, FL 33305	525	
Hallandale Elementary	Becky Edwards	(754) 321-4750	900 SW 8 Street, Hallandale Beach, FL 33009	400	
Hawkes Bluff Elementary	Becky Edwards	(754) 321-4750	5900 SW 160 Avenue, Southwest Ranches, FL 33331	450	
Heron Heights Elementary	Becky Edwards	(754) 321-4750	11010 Nob Hill Road, Parkland, FL 33076	500	
Hollywood Central Elementary	Becky Edwards	(754) 321-4750	1700 Monroe Street, Hollywood, FL 33020	300	
Hollywood Hills Elementary	Becky Edwards	(754) 321-4750	3501 Taft Street, Hollywood, FL 33021	390	
Hollywood Park Elementary	Becky Edwards	(754) 321-4750	901 North 69 Way, Hollywood, FL 33024	180	
James S. Hunt Elementary	Becky Edwards	(754) 321-4750	7800 NW 35 Court, Coral Springs, FL 33065	78	
Indian Ridge Middle (special needs public shelter) (2 each)	Becky Edwards	(754) 321-4750	1355 South Nob Hill Road, Davie, FL 33324	500 (2 each)	

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Indian Ridge Middle (should be in the final year of a State of Florida-provided/filled tank after placement)	Becky Edwards	(754) 321-4750	1355 South Nob Hill Road, Davie, FL 33324	5200	
Indian Trace Elementary	Becky Edwards	(754) 321-4750	400 Indian Trace, Weston, FL 33326	250	
William T. McFatter Technical Center	Becky Edwards	(754) 321-4750	6500 Nova Drive, Davie, FL 33317	350	
McNicol Middle (should be in the final year of a State of Florida-provided/filled tank after placement)	Becky Edwards	(754) 321-4750	1602 South 27 Avenue, Hollywood, FL 33020	5200	
Miramar Elementary	Becky Edwards	(754) 321-4750	6831 SW 26 Street, Miramar, FL 33023	270	
Miramar High	Becky Edwards	(754) 321-4750	3601 SW 89 Avenue, Miramar, FL 33025	365	
Mobile Unit (45 kW)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	79	Above
Mobile Unit (80 kW)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	150	Above
Mobile Unit (125kW)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	150	Above
Mobile Unit (140kW)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	200	Above
Mobile Units (300 kW) (3 each)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	400 (3 each)	Above
Mobile Unit (400 kW)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	400	Above
Mobile Unit (1750 kW)	Becky Edwards	(754) 321-4750	7720 West Oakland Park Blvd., Sunrise, FL 33351	2500	Above
Mobile Units (230kW) (3 each)	Becky Edwards	(754) 321-4750	Bad condition. Slated for salvage.	200 (3 each)	Above
Monarch High (primary public shelter)	Becky Edwards	(754) 321-4750	5050 West Wiles Road, Coconut Creek, FL 33073	366	
New Renaissance Middle (primary public shelter)	Becky Edwards	(754) 321-4750	10701 Miramar Blvd., Miramar, FL 33025	550	
New River Middle (special needs public shelter)	Becky Edwards	(754) 321-4750	3100 Riverland Road, Fort Lauderdale, FL 33312	1100	
North Area Bus Terminal	Becky Edwards	(754) 321-4750	2300 NW 18 Street Pompano Beach, FL 33062	400	
Northeast High	Becky Edwards	(754) 321-4750	700 NE 56 Street, Oakland Park, FL 33334	1475	
Nova Eisenhower Elementary	Becky Edwards	(754) 321-4750	6501 SW 39 Street, Davie, FL 33314	500	
Olsen Middle	Becky Edwards	(754) 321-4750	330 SE 11 Terrace, Dania Beach, FL 33004	500	

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Palm Cove Elementary	Becky Edwards	(754) 321-4750	11601 Washington Street, Pembroke Pines, FL 33025	270	
Park Springs Elementary	Becky Edwards	(754) 321-4750	5800 NW 66 Terrace, Coral Springs, FL 33067	250	
Henry D. Perry Middle	Becky Edwards	(754) 321-4750	3400 Wildcat Way, Miramar, FL 33023	560	
Pines Middle	Becky Edwards	(754) 321-4750	200 North Douglas Road, Pembroke Pines, FL 33024	366	
Pompano Beach Middle	Becky Edwards	(754) 321-4750	310 NE 6 Street, Pompano Beach, FL 33060	308	
Quiet Waters Elementary	Becky Edwards	(754) 321-4750	4150 West Hillsboro Blvd., Deerfield Beach, FL 33442	250	
Ramblewood Elementary	Becky Edwards	(754) 321-4750	8950 Shadowood Blvd., Coral Springs, FL 33071	145	
Riverland Elementary	Becky Edwards	(754) 321-4750	2600 SW 11 Court, Fort Lauderdale, FL 33312	250	
Riverside Elementary	Becky Edwards	(754) 321-4750	11450 Riverside Drive, Coral Springs, FL 33071	550	
Rock Island Elementary	Becky Edwards	(754) 321-4750	2350 NW 19 Street, Fort Lauderdale, FL 33311	389	
Safety Department	Becky Edwards	(754) 321-4750	4200 NW 10 Avenue, Fort Lauderdale, FL 33309	4000	
Sanders Park Elementary	Becky Edwards	(754) 321-4750	800 NW 16 Street, Pompano Beach, FL 33060	90	
Sandpiper Elementary	Becky Edwards	(754) 321-4750	3700 Noth Hiatus Road, Sunrise, FL 33351	550	
Sawgrass Springs Middle	Becky Edwards	(754) 321-4750	12500 West Sample Road, Coral Springs, FL 33065	500	
Sea Castle Elementary	Becky Edwards	(754) 321-4750	9600 Miramar Blvd., Miramar, FL 33025	250	
Sheridan Technical Center	Becky Edwards	(754) 321-4750	5400 Sheridan Street, Hollywood, FL 33021	280	
Silver Lakes Middle	Becky Edwards	(754) 321-4750	7600 Tam O'Shanter Blvd., North Lauderdale, FL 33068	137	
Silver Ridge Elementary	Becky Edwards	(754) 321-4750	9100 SW 36 Street, Davie, FL 33328	550	
Silver Trail Middle (primary public shelter) (2 each)	Becky Edwards	(754) 321-4750	18300 Sheridan Street, Southwest Ranches, FL 33331	500 (2 each)	
South Area Bus Terminal	Becky Edwards	(754) 321-4750	900 South University Drive, Pembroke Pines, FL 33025	500	
South Broward High	Becky Edwards	(754) 321-4750	1901 North Federal Highway, Hollywood, FL 33020	358	
South Plantation High	Becky Edwards	(754) 321-4750	1300 Paladin Way, Plantation, FL 33317	400	
Southwest Bus Terminal (Garage)	Becky Edwards	(754) 321-4750	20251 Stirling Road, Southwest Ranches, FL 33332	2700	
Southwest Bus Terminal (Transportation Building)	Becky Edwards	(754) 321-4750	20251 Stirling Road, Southwest Ranches, FL 33332	3500	
Stirling Elementary	Becky Edwards	(754) 321-4750	5500 Stirling Road, Hollywood, FL 33021	250	
Marjory Stoneman Douglas High	Becky Edwards	(754) 321-4750	5901 Pine Island Road, Parkland, FL 33067	500	
Sunrise Middle	Becky Edwards	(754) 321-4750	1750 NE 14 Street, Fort Lauderdale, FL 33304	450	

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Sunset Learning Center (special needs public shelter)	Becky Edwards	(754) 321-4750	3775 SW 16 Street, Fort Lauderdale, FL 33312	350	
Sunset Learning Center (should be in the final year of a State of Florida-provided/filled tank after placement)	Becky Edwards	(754) 321-4750	3775 SW 16 Street, Fort Lauderdale, FL 33312	4100	
Sunshine Elementary	Becky Edwards	(754) 321-4750	7737 W La Salle Blvd., Miramar, FL 33023	315	
J.P. Taravella High	Becky Edwards	(754) 321-4750	10600 Riverside Drive, Coral Springs, FL 33071	500	
Technology and Support Services Center	Becky Edwards	(754) 321-4750	7720 West Oakland Park Blvd., Sunrise, FL 33351	4000	
Technology and Support Services Center Annex	Becky Edwards	(754) 321-4750	7770 West Oakland Park Blvd., Sunrise, FL 33351	194	Above
Tequesta Trace Middle	Becky Edwards	(754) 321-4750	1800 Indian Trace, Weston, FL 33326	500	
Vehicle Maintenance Department (fuel pumps)	Becky Edwards	(754) 321-4750	3895 NW 10 Avenue, Fort Lauderdale, FL 33309	170	
Vehicle Maintenance Department (Main Office)	Becky Edwards	(754) 321-4750	3895 NW 10 Avenue, Fort Lauderdale, FL 33309	500	
West Broward High	Becky Edwards	(754) 321-4750	500 NW 209 Avenue, Pembroke Pines, FL 33029	500	
West Hollywood Elementary	Becky Edwards	(754) 321-4750	6301 Hollywood Blvd., Hollywood, FL 33024	270	
Westglades Middle (special needs public shelter)	Becky Edwards	(754) 321-4750	11000 Holmberg Road, Parkland, FL 33076	612	
Westpine Middle	Becky Edwards	(754) 321-4750	9393 NW 50 Street, Sunrise, FL 33351	540	
Wilton Manors Elementary	Becky Edwards	(754) 321-4750	2401 NE 3 Avenue, Wilton Manors, FL 33305	250	
Winston Park Elementary	Becky Edwards	(754) 321-4750	4000 Winston Park Blvd., Coconut Creek, FL 33073	250	
K.C. Wright Administration Center	Becky Edwards	(754) 321-4750	600 SE 3 Avenue, Fort Lauderdale, FL 33301	4000	
Virginia Shuman Young Elementary	Becky Edwards	(754) 321-4750	101 NE 11 Avenue, Fort Lauderdale, FL 33301	300	
Walter C. Young Middle and Resource Center	Becky Edwards	(754) 321-4750	901 NW 129 Avenue, Pembroke Pines, FL 33028	580	
Zone 1 Physical Plant Operations (North Area)	Becky Edwards	(754) 321-4750	6501 NW 15 Avenue, Fort Lauderdale, FL 33309	500	

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Broward County Sheriff	Brady Carbocci	954 497-1440	2001 NW 31 Ave, Lauderdale Lakes	6,000	Below
			3801 NE 5th Ave, Oakland Pk	10,000	Below
			3300 SW 4th Ave., Ft. Lauderdale	3,000	Above
			2200 S.W. 42nd St., Ft. Lauderdale	4,000	Above
			2610 S.W. 40th Ave., West Park	3,000	Above
			MM 35 Alligator Alley Weston	2,500	Above
			11251 SW 49 St., Cooper city	4,000	Below
			928 E. Hillsboro blvd., Deerfield Beach	4,000	Below
			1441 FAU Research Park Blvd., Deerfield Beach	20,000	Below
Coconut Creek	Christine Semeraro	954 956-1584	4800 W Copans Rd.	14,900	Below
Cooper City, City of	Roland Berrios	954 252-8685	11221 SW 49 St.	4,000	Below
Coral Springs, City of	Alan DiStefano	954 345-2235	4181 NW 121 Ave, Coral Springs, FL	8,000	Above
			4181 NW 121 Ave, Coral Springs, FL	2,000	Above
	Bill Castelli	954 345-2143	2403 NW 102 Ave., Coral Springs, FL	2,000	Above
	Tony Nelson	954 346-1383	2801 Coral Springs Dr., Coral Springs, FL	20,000	Below
	Eric Beyer	954 345-2195	3800 NW 85 Ave., Coral Springs, FL	10,000	Above
	Eric Beyer	954 345-2195	8365 NW 24 St., Coral Springs, FL	2,000	Above
Dania Beach, City of	Yamil Lobo	954 924-3744 Wk	1201 Stirling Rd.	10,000	Below
		754 224-6382 Cell	Water Plant	2,000	Above
Davie, Town of	Mark Siegel	954 797-1249	6915 Orange Dr.	10,000	Below
			1230 Nob Hill Rd.	8,000	Below
			3600 S Flamingo Rd.	3,000	Below
Deerfield Beach, City of	John Cheseborough	954 421 5013	401 SW 4 St.	12,000	Below
			210 Goolsby Blvd.	16,000	Below
Ft. Lauderdale	Sandy Leonard	954 828-5781	Central: 220 SW 14th Ave. Ft. Lauderdale	18,000	Below

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
			38th St. 949 NW 38th St., Ft. Lauderdale	18,000	Below
			Lohmyer: 1401 SE 21st St. Ft. Lauderdale	9,000	Above
			Station 53: 220 Executive Airport Way, Ft. Lauderdale	3,490	Below
			Station 54: 3200 NE 32nd St., Ft. Lauderdale	900	Below
Greenacres, City of	Monica Powery	561 642-2039	5800 Melaleuca Lane, City Hall	2,000	Above
	Mike Wilson	561 642-2084	2995 Jog Rd. Public Safety Station 1	2,000	Above
Hallandale Beach, City of	Joseph Martinez, Fleet Manager	954 457-1614	630 NW 2nd St.	10,000	Below
	Melanie VeLazques, Warehouse	954 457-1613			
Hillsboro Beach, Town of	Jim Pugliese	954-427-6600	1210 Hillsboro Mile Hillsboro Beach, FL	500	Above
Hollywood, City of	Steve Letteri	954 967-4555	1600 S Park Rd.	10,000	Below
	Steve Salafrio	954 921-3260	1112 N Ocean Dr.	500	Above
	Larry Breighner	954 967 4550	City Hall, 2600 Hollywood Blvd	4,000	Below
	Larry Breighner	954 967 4550	Public Works Admin, 1600 S. Park Road	350	Above
	Carlos Aguilera	954-967-4230	Lift Station E-8, 1600 S. Park Road	150	Above
	Carlos Aguilera	954-967-4230	Water Treatment Plant, 3441 Hollywood Blvd	24,000	Above
	Carlos Aguilera	954-967-4230	Portable Water Pump/Storage, 2400 N 68th Ave	3500	Above
	Larry Breighner	954 967 4550	WasteWater Treatment Plant, 1621 N. 14th Ave	65,000	Above
	Larry Breighner	954 967 4550	Police Headquarters, 3250 Hollywood Blvd.	2800	Below
	Dockmaster Matthew Domenech	954-632-0953	Marina, 700 Polk Street	Red Dye Diesel	Above
	Lt. Brian Cooke	863-610-0350	Fire Station No 74 & EOC, 2741 Stirling Road	2476	Below
	Lt. Brian Cooke	863-610-0350	Fire Station No.5, 1819 N. 21 Avenue	2000	Above
	Lt. Brian Cooke	863-610-0350	Fire Station No. 31, 3401 Hollywood Boulevard	1200	Above
	Lt. Brian Cooke	863-610-0350	Fire Station No. 45/Training, 3400 N. 56 Avenue	1500	Above
	Lt. Brian Cooke	863-610-0350	Fire Station No. 105, 1511 S. Federal Hwy	1000	Above
	Lt. Brian Cooke	863-610-0350	Shop/Garage, 3400 N. 56 Avenue	540	Above
Lauderdale Lakes, City of	Robin Soodeen	954 535-2758	Public Works	1,000	Above
			Fire Station	500	Above
			City Hall/Police	500	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
			3463 NW 43 AV Lauderdale Lakes FL 33319	4,000	Above
Lauderhill, City of	Manny Cerezo	954 790-2966	1919 NW 55 Ave.	4,000	Below
Lighthouse Point, City of	Charles Schramm	954-946-7386	4730 NE 21st Terrace	500	Above
Lighthouse Point, City of	Charles Schramm	954-946-7386	4730 NE 21st Terrace	300	Above
Lighthouse Point, City of	Charles Schramm	954-946-7386	3701 NE 22nd Avenue	1,000	Above
Margate, City of	Spencer Shambray	954 935-5341	102 Rock Island Road	10,000	Below
	Spencer Shambray	954 935-5341	5790 Margate Blvd.	1,500	Above
	Spencer Shambray	954 935-5341	6009 NW 10 St	1,500	Above
	Wendell Wheeler	954 972-0828	980 NW 66 Ave.	2 x 5,000	Above
	Wendell Wheeler	954 972-0828	5650 NW 29 St.	1,000	Above
	Wendell Wheeler	954 972-0828	6630 NW 9 St.	2 x 12,000	Above
	Wendell Wheeler	954 972-0828	901 NW 66 Ave.	1,200	Above
Miami, City of	Junaid Akhter	305 329-4894	1390 NW 20 St	2 x 15,000	Above
Miami Gardens, City of	Dan Perez	305 474-1488	1020 NW 163 Dr.	2,000	Above
	Dan Perez	305 474-1488	18541 NW 27th Ave	5,000	Above
Miramar, City of	Robert Samuel	954 548-0460	13900 Pembroke Rd.	10,000	Above
		or 954 883-5824	13900 Pembroke Rd.	6,000	Below
			13900 Pembroke Rd.	10,000	Above
			13900 Pembroke Rd.	3,000	Above
N Miami, City of	Jeff Geimer	305 895-9870	1855 NE 142 St.	10,000	Below
N Miami Bch, City of	James Cotton	305-948-2973	2101 NE 159 ST., NMB, FL. 33162	10,000	Above
		305-948-2973	2101 NE 159 ST., NMB, FL. 33162	1,000	Below
	Pedro Melo	305-684-1177	2251 NW 175 Street Miami Gardens FL 33056	2,000	Above
	Diego	678-877-7643	2101 NE 159 ST., NMB, FL. 33162	1,000	Above
		678-877-7643	1312 NW 188TH St Miami gardens 33169	1,000	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
		678-877-7643	19150 NW 8TH Ave Miami Gardens 33169	8,000	Above
		678-877-7643	19150 NW 8TH Ave Miami Gardens 33169	8,000	Above
		678-877-7643	19150 NW 8TH Ave Miami Gardens 33169	12,000	Above
N Palm Beach, Village of	Chief JD Armstrong	561 882-1141	560 US Hwy 1	500	Above
	Capt. Andrew Lezza	561 841-3319			
	Dennis Nentwick	561 644-5311	645 prosperity Farms Rd	4,000	Below
Palm Beach County School	Morris Simpson	561 434-8172	3376 Summit Blvd., W Palm Beach	3x 20,000	Below
			7071 Garden Rd, Riviera Beach	20,000	Below
			1302 SW 30th Ave, Boynton Beach	2 x 10,000	Below
			1901 NW 16th St, Belle Glade	2 x 10,000	Below
			420 Business Pkwy, Royal Palm Beach	4 x 5,000	Above
Palm Beach, Town of	Stephanie Mavigliano	561 227-6430	FS #1 355 S County Rd.	6,000	Below
			FS #2 300 S County Rd.	6,000	Below
			FS #3 2185 S County Rd.	2,200	Above
	Billy Loihle	561 533-1170	Par 3 Golf Course 2345 S Ocean Blvd.	4,000	Below
	Loretta Mellon	561 227-7044	Pinewalk #1 Cocoanut row	500	Above
			1279 Skees Road	500	Above
			PW Vehicle Maint. 951 Old Okeechobee Rd	500	Above
	Jerry Powell	561 838-5443	D-9 Pump Station 306 Mediterranean	2,000	Above
			D-10 Pump Station 1060 North Lake Way	2,500	Below
			D-2 Pump Station 1248 N Lake Way	3,000	Above
			D-8 PS 275 County Club at N Lake Way	2,000	Above
			D-4 Pump Station 445 N Lake Way	2,000	Above
			D-3 Pump Station 315 Tangier Ave	2,200	Above
			D-12 Pump Station 269 Seminole Ave	1,000	Above
			D-14 Pump Station 16 S Lake Trail	1,500	Above
			D-16 Pump Station 256 Jungle Rd	540	Above
			D-18 Pump Station 362 El Brillo Way	540	Above
			D-17 Pump Station 175 Clarendon Ave	540	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
			A-7 Pump Station 201 Island Dr	1,500	Below
			A-6 Pump Station 300 S Lake Dr	600	Below
			S-2 Pump Station 9 Lake Trail	1,000	Below
			A-39 Pump Station 2171 S Ocean	1,000	Above
			A-41 Pump Station 2478 S Ocean	500	Above
			A-42 Pump Station 3100 S Ocean	600	Below
			A-43 Pump Station 3401 S Ocean	500	Above
			Police Station (generator) 345 S County Rd	1,000	Below
			Town Hall (generator) 360 S County Rd	600	Below
			PW (generator) 951 Old Okeechobee Rd	500	Above
			Recreation Ctr (generator) 340 Seaview Ave	500	Above
			D-7 Storm Station Australian (Docks)	6,000	Below
			D-6 Storm Station 302 S Lake Dr	2,000	Above
Palm Springs, Village of	Angela Thul	561 434-5122	Main water Plant 360 Davis Rd	3000	Above
Pembroke Park, Town of	Todd Larson	954 966-4600 ext 2	Coca Cola List Station 3350 Pembroke Rd	500	
			Stormwater Carolina St, 2156 S Park Rd	2,000	
			Stormwater 24th St., 2400 S Park Rd	500	
			Master Lift Station, 2700 S Park Rd	500	
			Watkins Elem Sch, 5500 SW 52 Ave	500	
			Peninsula, 5000 W Hallandale Bch Blvd	500	
			Town Hall Portable Attached, 3150 SW 52 Ave	200	
			Town Hall Portable Back, 3150 SW 52 Ave	500	
			Stormwater 25 St, 2500 S Park Rd		
Pembroke Pines, City of	Mark Gomes	954 518-9020	Public Safety - 9500 Pines Blvd	8,000	
			Howard Forman Bus Depot - 901 Ponciana Dr	10,000	
			Howard Forman Bus Depot - 901 Ponciana Dr	10,000	
			Waste Water Treatment Plant South - 13955 Perr	12,000	
			Holly Lakes East - 21801 NW 7 Manor	12,000	
			Holly Lakes West - 21801 NW 7 Manor	12,000	
			Fire Training Facility - 1100 SW 208 Ave	10,000	

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
			Fire Station #33 - 600 SW 72 Ave	500	
			Fire Station #79 - 19900 Pines Blvd	550	
			Fire Station #89 - 13000 Pines Blvd	1,000	
			Fire Station #99 - 16999 Pines Blvd	525	
			Fire Station #101 - 6057 SW 198 Terr	10,000	
Plantation, City of	Charles Spencer	954-797-2647	Purchasing Contact		
			451 NW 70th Ter Plantation FL 33317	2,000	Above
			770 NW 91st Ave Plantation FL 33324	4,000	Below
			750 NW 91st Ave Plantation FL 33324	10,000/6,500	Above
			750 NW 91st Ave Plantation FL 33324	3,500	Above
			570 West Tropical Way, Plantation FL 33317	500	Above
			6500 NW 11th Place Plantation FL 33313	6,000	Below
			6500 NW 11th Place Plantation FL 33313	10,000	Below
			6500 NW 11th Place Plantation FL 33313	10,000	Below
			6500 NW 11th Place Plantation FL 33313	10,000	Above
			6500 NW 11th Place Plantation FL 33313	10,000	Above
			500 NW 65th Ave Plantation FL 33313	12,000	Above
			500 NW 65th Ave Plantation FL 33313	12,000	Above
			4751 NW 6 CT Plantation FL 33317	1,179	Above
			700 NW 91st Ave Plantation FL 33324	4,000	Above
			700 NW 91st Ave Plantation FL 33324	1,000	Above
			700 NW 91st Ave Plantation FL 33324	10,000	Above
			700 NW 91st Ave Plantation FL 33324	20,000	Above
			9151 NW 2ND ST, PLANTATION, FL 33324	500	Above
			451 NW 70TH TER, PLANTATION, FL 33317	2,000	Above
			401 NW 70TH TER, PLANTATION, FL 33317	630	Above
			750 NW 91ST AVE, PLANTATION, FL 33324	1,500	Above
			400 NW 73RD AVE, PLANTATION, FL 33317	4,000	Above
			301 NW 46TH AVE, PLANTATION, FL 33317	650	Above
Pompano Beach	Forrest Hall	954 786-4109	1190 NE 3rd Ave.	2 x 12,000	Below

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Riviera Beach, City of	Dante Wright	561 845-4141	2391 Avenue L	15,000	Below
Southwest Rances, Town of			Town Hall, 3400 Griffin Rd	1,325	
				1,000	
Sunrise, City of	Jim Dolan	954 572-2424	4350 Springtree Dr.	2 x 15,000	Above
			4350 Springtree Dr.	10,000	Above
	Karl Thompson	954 888-6003	14150 NW 8 St.	2 x 12,000	Above
			14150 NW 8 St.	10,000	Above
			14150 NW 8 St.	10,000	Below
	Hugo Alagic	954 434-6900	15400 Water Mill Rd., Davie	3,000	
	Steve Kane	954 572-2290	8150 Springtree Dr.	15,000	
	Hameed Khan	954 577-1145	Public Safety Complex, 10440 W Oakland Park B	10,000	Above
	Hameed Khan	954 577-1145	5580 NW 108th Ave. Fueling Facility	15,000	Below
	Orlando Morales	954 746-3295	City Hall 10770 W Oakland Park Blvd.	3,000	Above
	Steve Kane	954 747-4633	8150 Springtree Dr.	250	Above
	Diego Santana	954 572-2385	3001 NW 104 Terrace	1,000	Above
	Diego Santana	954 572-2393	14201 NW 2nd St. (Pump Station #8)	5,000	Above
Tamarac, City of	Vince Sciacca	954 597-3730	PSAC Complx 6011 Nob Hill Rd.	10,000	Below
	John Engwiller	954 597-3727	PSAC Complex 6001 Nob Hill Rd.	1,000	Above
			10101 State Street	1,000	Above
			FS 15, 6000 Hiatus Rd.	3,000	Above
			FS 41, 7501 NW 88 Ave.	1,000	Above
			FS 78, 4801 N Comm. Blvd.	2,000	Above
			City Hall 7525 NW 88 Ave.	1,000	Above
			BSO 7515 NW 88 Ave.	1,000	Above
			Pump Sta. East 6601 Southgate Blvd	2,000	Above
			Pump Sta. Central 8801 Southgate Blvd.	2,000	Above
			Pump Sta. West 10801 Southgate Blvd.	2,000	Above
	Anthony Licata	954 597-3777	Water Treatment Plant, 7803 61st St.	8,000	Above
			7750 NW 100 Ave.	2,000	Above
			4191 W Commercial Blvd.	2,000	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
West Palm Bch, City of	Mario Guzman	561 822-2122	City Complex, 1045 Charlotte Ave	12,000	Below
			Water Treament Plant (WTP)1009 Banyan Blvd		
			WTP-Day Tank (North)1009 Banyan Blvd.	500	Above
			WTP-Day Tank (Mid)1009 Banyan Blvd.	500	Above
			WTP-Day Tank (South) 1009 Banyan Blvd.	500	Above
			WTP-Emer Generator(North) 1009 Banyan Blvd	20,000	Above
			WTP-Emer Generator(South) 1009 Banyan Blvd	20,000	Above
			VALLEY FORGE RE-PUMP	750	Above
			CUMBERLAND RE-PUMP	2,000	Above
			KAYE ST RE-PUMP	750	Above
			ST MARYS RE-PUMP	4,000	Above
			IBIS RE-PUMP	2,000	Above
			PALM BEACH RE-PUMP	200	Above
	Mario Guzman	(561) 822-2122	Renaissance Em-generator 1045 Charlotte Ave	3,400	
	Guy Montante	(561) 804-4705	Fire Station #5, 700 N. Congress Ave	12,000	Below
			Fire Station #7, 8011 Okeechobee Blvd	2,800	Above
			Other Fire Stations (5 Ea.)	5 x1000	Above
	Jeff Odoms	(561) 853-8680	ECRWRF 4375 Easley Drive	150,000	Above
				500	Above
Weston, City of	Karl Thompson	954 385-2600	2599 S Post Rd.	10,000	Below
Wilton Manors, City of	David Archacki	954 390-2190	2100 N Dixie Hwy.	5,000	Above

RFP E-13-17			Attachment "B"		
UNLEADED FUEL DELIVERY LOCATIONS					
					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
BCTD	Joyce Mack	954 357-8423	3201 W Copans Rd., Pompano Bch.	20,000	Below
	Belinda Thomas	954 357-7716	Ravenswood Rd., Ft. Lauderdale	12,000	Below
BCFS	Alfred Clauson	954 357-6477	Fleet Superintendent - Cell 954 445-2941		
	Dan Smith/Desiree Antonu	954 357-5460/5458	Fleet Svc Ctr #2 2515 SW 4 Ave, Ft. Lauderdale	20,000	Below
	Dan Smith/Patrick Irving	954 357-5443/5441	Fleet Svc Ctr #3 1600 NW 30th Ave (Blount R	26,000	Below
	Dan Smith	954 357-5342	Fleet Svc Ctr #8 7101 SW 205 Ave. Ft. Laude	10,000	Below
	Billy Catlow	954-831-0865	WWS 2555 W. Copans Rd, Pompano Bch 33	10,000	Below
	Roger Underwood	954 359-1251/1250	Aviation East 3400 SW 2nd Avenue, Ft. Laude	12,000	Below
	Brian McLaughlin	954 357-5181	CB Smith Pk 900 N. Flamingo Rd. Pembroke	6,000	Below
	Sonia McKenzie	954 765-4062 x229	Mosquito Ctrl 1200 W. Airport Road, Pembrok	2,500	Below
	Jeanette Howie/Jennifer Y	954 357-8840/8759	TY Park 3300 N Park Rd., Hollywood	2,500	Below
Boca Raton, City of	Lynne Piper	561 393-7878	Purchasing Contact		
	Harri Mangroo	561 416-3382	Golf Course, 8111 Golf Course Road, Boca Raton 33434 - UNLEADED	700	Above
	Harri Mangroo	561 416-3382	Fire Station 5, 2333 W Glades Road, Boca Raton 33431 - UNLEADED	1,000	Above
Broward Cty School Bd.	Mark Alan	754 321-0507	Purchasing Contact		
SBBC School Bus Terminals					
Vehicle Maintenance Department	Dennis James	(954) 812-8601	3895 NW 10 Avenue, Fort Lauderdale, FL 33309	12000	Below
Vehicle Maintenance Department	Tony Verdejo	(954) 850-3725	2300 NW 18 Street Pompano Beach, FL 33062	12000	Below
Vehicle Maintenance Department	Dennis Freemyer	(954) 242-0278	900 South University Drive, Pembroke Pines, FL 33025	12000	Below

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Vehicle Maintenance Department	Rudy Beckles	(954) 242-0413	2320 College Avenue, Davie, FL 33317	12000	Below
Vehicle Maintenance Department	Dennis James	(954) 812-8601	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	12000	Above
Vehicle Maintenance Department	Mike Kriegel	(754) 321-4460	20251 Stirling Road, Southwest Ranches, FL 33332	12000	Below
Broward County Sheriff	Brady Carbocci	954 497-1440	300 NE 2nd St., Deerfield	16,000	Below
			7515 NW 88 Ave, Tamarac	10,000	Below
			2001 NW 31 Ave, Lauderdale Lakes	25,000	Below
			160 S.W. 3rd St., Pompano Beach	10,000	Below
				12,000	Below
			3801 N.W. 5th Ave., Oakland Park	12,000	Below
			3300 SW 4th Ave., Ft. Lauderdale	1,000	Above
			2200 SW 42nd St., Ft. Lauderdale	1,000	Above
			2610 SW 40th Ave., West Park	1,000	Above
			MM 35 alligator Alley, Weston	1,000	Above
			11251 SW 49th St., Cooper City	12,000	Below
			928 E. Hillsboro Blvd., Deerfield Beach	4,000	Below
Coconut Creek	Lorie Messer	954 956-1584	Purchasing Contact: 4800 W Copans Rd.		
	Suzanne Monnington	954-956-1540	Fleet Services Contact: 4900 W. Copans Rd	19,700	Below
Cooper City, City of	Roland Berrios	954 252-8685	11221 SW 49 St.	12,000	Below
Coral Springs, City of	Alan DiStefano	954 345-2235	4181 NW 121 Ave, Coral Springs, FL	30,000	Above
	Tony Nelson	954 346-1383	2801 Coral Springs Dr., Coral Springs, FL	20,000	Below
Dania Beach, City of	Yamil Lobo	954 924-3744 Work	1201 Stirling Rd.	4,000	Below
		754 224-6382 Cell			
Davie, Town of	Mark Siegel	954 797-1249	6915 Orange Dr.	10,000	Below
			1230 Nob Hill Rd.	12,000	Below

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Deerfield Beach, City of	John Cheseborough	954 421 5013	401 SW 4 St.	12,000	Below
			210 Goolsby Blvd.	8,000	Below
Ft. Lauderdale	Sandy Leonard	954 828-5781	Central: 220 SW 14th Ave., Ft. Lauderdale	3 x 18,000	below
			38th St: 949 NW 38th St., Ft. Lauderdale	3 x 18,000	below
Greenacres, City of	Monica Powery	561 642-2039	5800 Melaleuca Lane, City Hall	2,000	Above
	Mike Wilson	561 642-2084	2995 Jog Rd., Fire Rescue Station 94	2,000	Above
Hallandale Beach, City of	Joseph Martinez, Fleet Ma	954 457-1614	630 NW 2 St.	2 x 10,000	Below
	Melanie VeLazquez, Ware	954 457-1613			
Hillsboro Beach, Town of	Jim Pugliese	954-427-6600	1210 Hillsboro Mile Hillsboro Beach, FL 3306	4,000	Below
Hollywood, City of	Steve Lettieri	954 967-4555	1600 S Park Rd.	3 x 10,000	Below
	Steve Salafrio	954 921-3260	1112 N Ocean Dr.	2 x 500	Above
	Matthew Domke	954-632-0953	Hollywood Marina, 700 Polk Street	10,000 REC	Above
Lauderdale Lakes, City of	Robin Soodeen	954 535-2758	Public Works	1,000	Above
			3463 NW 43 AV Lauderdale Lakes FL 33319	1,500	Above
Lauderhill, City of	Manny Cerezo	954 790-2966	1919 NW 55 Ave.	12,750	Below
Lighthouse Point, City of	Charles Schramm	954-946-7386	4730 NE 21st Terrace	4,000	Below
Margate, City of	Spencer Shambray	954 935-5341	102 Rock Island Road	10,000	Below
Miami, City of	Junaid Akhter	305 329-4894	1390 NW 20 St	15,000	Above
	Jose Banos	305 361-3316	Marine Stadium Marina, Virginia Key	2 x 2,000	Above
Miramar, City of	Robert Samuel	954 548-0460	13900 Pembroke Rd.	10,000	Above
		or 954 883-5824	13900 Pembroke Rd.	12,000	Below

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
			13900 Pembroke Rd.	10,000	Above
			13900 Pembroke Rd.	10,000	Above
N Miami, City of	Jeff Geimer	305 895-9870	1855 NE 142 St.	2 x 10,000	Below
N Miami Bch, City of	James Cotton	305-948-2973	2101 NE 159 ST, NMB, FL. 33162	10,000	Above
N Palm Beach, Village of	Denis Nentwick	561 644-5311	645 Prosperity Farms Rd	10,000	below
Palm Beach, Town of	Stephanie Mavigliano	561 227-6430	FS#2 300 S county Rd.	6,000	Below
	Billy Loihle	561 533-1170	Par 3 Gold Course, 2345 S Ocean Blvd.	6,000	Below
	Loretta Mellon	561-227-7044	PW Vehicle Maint. 951 Old Okeechobee Rd	500	Above
Palm Beach County School	Morris Simpson	561 434-8172	3376 Summit Blvd. W. Palm Beach	20,000	Below
			7061 Garden Rd, Riviera Beach	10,000	Below
			1901 NW 16th St, Belle Glade	10,000	Below
			1302 SW 30th Ave, Boynton Beach	1,000	Above
Palm Springs, Village of	Angela Thul	561 434-5122	Main water Plant 360 Davis Rd	6000	Above
Pembroke Pines, City of	Mark Gomes	954 518-9020	Public Safety - 9500 Pines Blvd	12,000	
	Mark Gomes	954 518-9020	Public Safety - 9500 Pines Blvd	12,000	
			Howard Forman Health Campus North - 911 Poinciana Dr		
	Mark Gomes	954 518-9020		12,000	
			Howard Forman Health Campus South - 911 Poinciana Dr		
	Mark Gomes	954 518-9020		12,000	
	Mark Gomes	954 518-9020	Public Services - 13975 Pembroke Rd	4,000	
	Mark Gomes	954 518-9020	Public Services - 13975 Pembroke Rd	4,000	
	Mark Gomes	954 518-9020	Public Services - 13975 Pembroke Rd	4,000	
			Waste Water Treatment Plant North - 13955 Pembroke Rd		
	Mark Gomes	954 518-9020		12,000	
Plantation, City of	Charles Spencer	954-797-2647	Purchasing Contact		

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
			451 NW 70th Ter Plantation FL 33317	12,000	Below
			770 NW 91st Ave Plantation FL 33324	10,000	Below
			750 NW 91st Ave Plantation FL 33324	15,000	Above
			570 West Tropical Way, Plantation FL 33317	500	Above
Pompano Beach, City of	Forrest Hall	954 786-4033	1190 N.E. 3rd Ave., Bldg. A	12,000	below
Riviera Beach, City of	Lance Moss	561 845-4141	2391 Avenue L	2 x 15000	Below
	David Danford	561-845-4051	800 W Blue Heron Blvd	12,000	Below
		561-845-4051	5020 N Singer Island	1,700	Above- Sm
		561-845-4051	909 Avenue U	2,000	Above
		561-845-4051	909 Ave U	2,500	Above- Sm
		561-845-4051	2051 Avenue H, West	1,000	Above
		561-845-4051	6522 Haverhill Road	2,500	Below
Sunrise, City of	Hameed Khan	954 577-1145	5580 NW 108th Ave. Fueling Facility	20,000	Below
	Karl Thompson	954 888-6003	14150 NW 8th St.	10,000	Below
	Steve Kane	954 747-4633	8150 Springtree Dr.	250	Below
Tamarac, City of	Vince Sciacca	954 597-3730	PSAC Complx 6011 Nob Hill Rd.	10,000	Below
	John Engwiller	954 597-3727			
West Palm Bch, City of	Mario Guzman	561 822-2122	City Complex, 1045 Charlotte Ave	19,000	Below
Weston, City of	Karl Thompson	954 385-2600	2599 S Post Rd.	10,000	Below
Wilton Manors, City of	David Archacki	954 390-2190	524 NE 21 Ct.	8,000	Below



Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

BID/RFP NO.: 14-A-035 RFP
DESCRIPTION/TITLE: Unleaded Gasoline and Diesel Fuel
CONTRACT PERIOD: July 1, 2014 – March 31, 2017
TERM OF CONTRACT: 33 months
2 Additional 2 Year Renewals Available

SECTION #1 - VENDOR AWARD

Vendor Name: MacMillan Oil Co. of Florida, Inc.
Vendor Address: 295 East 11th Avenue
Hialeah, FL 33013

Contact: William Putnam
Phone: (305) 384-7625
Fax: (305) 693-1880
Email Address: William@macmillanoil.com
Website: http://macoilco.tripod.com
FEIN: 59-0648243

SECTION #2 – AWARD/BACKGROUND INFORMATION

Award Date: May 21, 2014
Resolution/Agenda Item No.:
Insurance Required: ☒ Yes ☐ No
Performance Bond Required: ☐ Yes ☒ No

SECTION #3 - PROCURING AGENCY

Agency Name: City of Coral Springs
Agency Address: 9551 West Sample Road
Coral Springs, FL 33065
Agency Contact: Angelo Salomone
Telephone: (954) 344-1102
Facsimile: (954) 344-1186
Email: asalomone@coralsprings.org

**City of Coral Springs
City Commission Meeting Agenda Item**

Meeting: May 21, 2014
Department: Financial Services
Initiated By: Angelo Salomone

Summary Sheet

DOC ID: 3945

SUBJECT: Unleaded Gasoline & Diesel Fuel

PLACEMENT: Policy

REQUESTED ACTION: Request to approve and award the contract for Unleaded
(INCLUDE CONTRACT) Gasoline and Diesel Fuel through the Southeast Florida
Governmental Purchasing Cooperative Group, RFP #14-A-035 to
MacMillan Oil Co. of Florida, Inc. of Hialeah, Florida beginning
START/TERM DATES) July 1, 2014 and terminating on March 31, 2017 with two
additional two year renewals possible. The estimated annual
expenditure for the City of Coral Springs under this contract is
approximately \$1,200,000.00 for diesel fuel and unleaded
gasoline. (REQUEST TO APPROVE, AWARD)

**PROJECT REVIEWED BY
OR INCLUDED IN:**

ATTACHMENTS: #1 – Letter of Understanding
#2 – Proposers List

BACKGROUND / DESCRIPTION:

1. Using Department: City-Wide
2. Justification for Award Recommendation:
_____ Most responsive and responsible Bidder
 X Highest ranked Proposer
_____ Other: _____
3. Is this item in the adopted budget? X Yes _____ No
4. Is this item in the CIP? _____ Yes X No
5. No. of Vendors solicited: 48
No. of Coral Springs firms solicited: 3
No. of Vendors responding: 5
6. Agreement Info: _____ Contract executed by Firm
 X N/A
7. Insurance: X Approved
_____ N/A

City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: May 21, 2014

Subject: Unleaded Gasoline & Diesel Fuel

8. Additional Information:

The City of Coral Springs, acting as lead agency for the purchase of diesel fuel and unleaded gasoline for the Southeast Florida Governmental Purchasing Cooperative Group has solicited proposals for this necessary commodity, combining the estimated usage of the 32 agencies that chose to participate in this procurement. It is estimated that the value of this contract will exceed \$70 million dollars annually judged by today's prices.

This new fuel contract positions our fuel procurement in the following manner:

1. Contract with a fuel distributor (or "jobber") encouraged to establish a "back-to-back" agreement with a fuel wholesaler, or owner of fuel products at the port, specifically for the contract to be established with the Co-Op Group. An allocation for a percentage of fuel specifically purchased under contract by the Jobber for the Cooperative Group provides a more secure supply chain for our fuel needs than any other method available.
2. Contract with a fuel distributor who has demonstrable capabilities to appropriately administer a contract with 32 different using agencies, deliver fuel quickly and safely, and provide accurate electronic billing.
3. As much as possible, ensure a wide variety of capabilities both in fuel supply sources and available equipment for the steady provision of fuel during declared emergency situations. Capabilities such as significant delivery fleet size, distributor owned fuel farms in the tri-county area, and access to alternative fuel wholesalers, both at Port Everglades and other ports throughout Florida, would be positively viewed.
4. Obtain the required fuels at competitive market rates.

A Request for Proposals process was used for this procurement, in which proposers would be evaluated in all the above mentioned areas using the criteria established in the Request for Proposals.

In order to align our procurements of this important commodity with the marketplace, the following are key issues in the Request for Proposals.

1. The oil price index used as a cost comparison method during the procurement process and to obtain pricing during the contract period, was changed to the OPIS Fuel Index, which is locally oriented and is also the index by which the majority of our prospective proposers purchase the fuel directly from the wholesalers. The price was set to float on a daily basis, again to mirror the marketplace in which our prospective proposers buy fuel.
2. Payment will be made to the Jobber selected via a wire transfer of funds within 15 days of receipt of fuel delivery, in order to eliminate the "float" which occurs when government takes 30-45 days to pay for the fuel that is delivered. The Jobbers are required to pay the wholesaler within ten days of their receipt of the product, and their cost of waiting for our payment for approximately 20 to 30 days requires many

City of Coral Springs
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Subject: Unleaded Gasoline & Diesel Fuel

of these firms to establish a line of credit to finance this cash flow issue. The cost of that financing is, of course, passed on to the Participating Agencies via higher fuel cost. Payment by wire transfer mitigates this additional cost.

3. Proposers were provided information that a supply contract with a wholesaler or multiple wholesalers would be established specifically for a percentage of the purchases of fuel. Some spot market (daily, open market) buys by any jobber are a necessity in the current fuel market place.

By taking these actions, the Cooperative positioned itself effectively in the fuel marketplace. As a result of these changes, a total of five proposals were received.

Proposals were received from the following firms:

- Mansfield Oil Co
- McMillan Oil Co. of FL, Inc.
- Port Consolidated
- RKA Petroleum Companies, Inc.
- Seminole Tribe of Florida, Inc. d/b/a Askar Oil

The Evaluation Committee for this procurement consisted of:

Voting Members:

- Angelo Salomone, Purchasing Administrator, City of Coral Springs
- Dave Mack, Assistant Fleet Manager, Broward Sheriff's Office
- Mark Alan, Purchasing Agent II, School Board of Broward County
- Tim Garling, Director, Transit Division Broward County
- Paul Strauss, Director of Environmental and Conservation Services, Palm Beach County School Board

Non-Voting Members:

- Paul Stanton, Assistant to Port Director-Petroleum, Broward County Port Everglades
- Neal Kutchera, Petroleum Specialist, Broward County Port Everglades
- Christine Calhoun, Purchasing Agent, Broward County Purchasing
- Rick Torres, purchasing Agent, Broward Sheriff's Office

Based on the evaluation criteria established in the Request for Proposals, the Evaluation Committee reviewed all proposals received and short listed the following three firms for presentations:

- McMillan Oil Co. of FL, Inc.
- Port Consolidated
- Seminole Tribe of Florida, Inc. d/b/a Askar Oil

The Evaluation Committee received best and final offers from the three finalists on May 7, 2014.

City of Coral Springs
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Subject: Unleaded Gasoline & Diesel Fuel

The final ranking of the Evaluation Committee established MacMillan Oil Co. of Florida, Inc. as the top ranked proposer to provide unleaded gasoline and diesel fuel for the Cooperative Group. This ranking was established by the Evaluation Committee for the following reasons:

1. MacMillan Oil Co. currently has supply agreements with several major oil companies, notably Exxon Mobil, Shell/Motiva, Citgo, Sunoco, Volero, Marathon, Trans Montaigne and has arrangements with companies that store fuel in terminals in South Florida.
2. MacMillan Oil Co. has a local bulk plant facility with the capacity to store sufficient fuel to serve its government clients for several days should a shutdown of Port Everglades occur due to a storm situation. They have also contracted storage at a second bulk plant as a backup facility to the existing storage capabilities.
3. MacMillan Oil Co. has decades of experience in providing fuel to government entities. They are a past supplier to the Southeast Florida Governmental Cooperative Group and are the current supplier for Miami-Dade County, south Florida offices of the State of Florida and the City of Plantation. As a past supplier of fuel, MacMillan Oil Company's record of performance and reliability with the Cooperative agencies was excellent.
4. MacMillan Oil Company locally owns a supply of rental tanks and "ISO tanks" with a 6,000 gallon fuel capacity. These mobile tanks can be provided to co-op members and regularly refilled to provide additional fuel capacity during hurricane season or for periods of time when fuel tanks may be taken out of use for repair or replacement by a cooperative agency.
5. MacMillan was the second lowest cost proposer, however with the difference between the lowest cost proposer and MacMillan was less than one half of one percent of the total contract value. It is also within approximately 8/10 of one cent per gallon less expensive than Miami-Dade County for unleaded gasoline. Based on the cost proposals received through our competitive Request for Proposals, and recent pricing received by Miami-Dade County, the Evaluation Committee believes the prices proposed by MacMillan Oil Co. are fair and reasonable and are actually at the low end of the market range.

Based on approval of this Evaluation Committee recommendation, the contract with MacMillan Oil Co. of Florida, Inc. would begin on July 1, 2014. This provides adequate time for the firm to contact each of the Participating Agencies, establish agency contact information, and work towards satisfying the logistical requirements of providing fuel to the Participating Agencies at approximately 100 different fueling sites. MacMillan Oil Co. of Florida, Inc. has executed a Memorandum of Understanding which is attached to this agenda report outlines the requirements of the firm under this contract, along with the operating and payment requirements of the Co-Op Participating Agencies.

Copies to:

T. Planco, Central Stores Coordinator
S. Harbin, Fleet Services Superintendent


**City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: May 21, 2014**

Subject: Unleaded Gasoline & Diesel Fuel

M. Heller, Director of Financial Services
S. Grant, Deputy City Manager
S. Whitacre, Deputy City Attorney
J. Hearn, City Attorney



TO: Southeast Florida Governmental Purchasing Cooperative Group

FROM:  Angelo Salomone, Purchasing Administrator

DATE: May 23, 2014

SUBJECT: **UNLEADED GASOLINE & DIESEL FUEL FOR S.E. FLORIDA
GOVERNMENTAL PURCHASING COOPERATIVE GROUP,
RFP 14-A-035**

The RFP for Unleaded Gasoline and Diesel Fuel for the S.E. Florida Governmental Purchasing Cooperative Group, RFP 14-A-035 was awarded by the Coral Springs City Commission at their meeting of May 21, 2013.

I have attached the following information:

- Agenda Memo
- Award Letter to MacMillan Oil Company
- Executed Memorandum of Understanding
- Final Voting & Tally Sheet
- Delivery and Contact Information for Participating Agencies

A representative from MacMillan Oil Company will be contacting each agency to establish an account. Also, MacMillan Oil Company will want to visit each tank location prior to the start of fuel deliveries.

MEMORANDUM OF UNDERSTANDING

Between

Southeast Florida Governmental Purchasing Cooperative

And

MacMillan Oil Co. of Florida, Inc.

2955 E. 11 Ave.

Hialeah, FL 33013-3509

This Memorandum of Understanding is made by MacMillan Oil Company of Florida, Inc. (hereinafter "Contractor").

The purpose of this Memorandum of Understanding is to document the covenants, provisions, terms, promises and conditions related to the provision of unleaded gasoline and diesel fuel to the Southeast Florida Governmental Purchasing Cooperative Group (hereinafter "Cooperative") by Contractor. In conjunction with Request for Proposal 14-A-035, dated March 4, 2014, Addendum #1, dated March 11, 2014, Addendum #2, dated March 27, 2014 and Addendum #3 dated April 1, 2014 as incorporated fully herein, and Contractor's Proposal dated April 4, 2014 and Best and Final Offer, dated May 6, 2014 ("Proposal"), as incorporated fully herein, Contractor confirms and agrees as follows:

1. TERM OF CONTRACT:

The initial contract term will begin on July 1, 2014 through March 31, 2017 with the possibility of two (2) additional two (2) year renewals. The length of any renewal period is subject to negotiation with the selected Contractor at the time of contract renewal.

2. SPECIFICATIONS

2.1 Contractor will sell to all participating agencies the following products (the "Products"):

- "Ultra Low Sulfur diesel": No. 2 Ultra Low Sulfur, on-road, clear, taxable diesel fuel per ASTM D975-08a specifications, or latest revision.
- "Ethanol Gasoline": 10% Ethanol blended gasoline per ASTM D4814-07b specifications, or latest revision.

2.2 Additional, Optional Fuel Products:

- Midrange Unleaded Gasoline: Minimum Octane of 89.0
- Ultra Low Sulfur #2 Red Dye Diesel
- “5% Biodiesel Fuel”: Ultra Low Sulfur 5% Biodiesel blended fuel, on-road, clear, taxable diesel fuel. The B100 will conform to ASTM D6751-08 or latest revision.
- “20% Biodiesel Fuel”: Ultra Low Sulfur 20% Biodiesel blended fuel, on-road, clear, taxable diesel fuel. The B100 will conform to ASTM D6751-08 or latest revision.
- E85 Fuel Ethanol: Shall conform to the chemical and physical standards for fuel Ethanol as set forth in the ASTM International Designation D5798-99, “Standard specification for fuel Ethanol (Ed 75-Ed85) for Automotive Spark-Ignition Engines”.

2.2 The products supplied must conform to the specifications of the State of Florida and comply with all Federal, State and local laws and regulations as applicable on date of delivery.

3. PRICING METHODOLOGY:

3.1 Prices are F.O.B. delivered expressed as a positive or negative differential from the applicable daily *OPIS* price published in the “OPIS Contract Benchmark File” as described herein *for the date of delivery of product* to the Participating Agency and are exclusive of all Federal, State and County Excise taxes and fees. Any other applicable taxes and fees shall be added at the time of invoicing. See Paragraph 4, TAXES. **PRICING FOR THE PRODUCTS SHALL BE AS PROVIDED IN EXHIBIT “A”.**

3.2 Pricing of Unleaded 87 Octane Gasoline is to be provided using the following methodology:

Daily Published *OPIS Gross CBOB Ethanol 10% Unleaded Unbranded Rack Average Price* (For the applicable Reid Vapor Pressure - RVP on the date of delivery of product at the rack)

See attached *OPIS* pricing pages dated 3/27/14 (Exhibit “B”) with indicated pricing listing.

Plus

Positive or Negative differential provided for 87 Octane Unleaded on Exhibit "A". (Differential to be constant regardless of the applicable RVP.)

- 3.3 Pricing of Ultra Low Sulfur Diesel #2 is to be provided using the following methodology:

Daily Published OPIS Gross Ultra Low Sulfur Distillate No. 2 **Unbranded Rack Average** prices.

See attached OPIS pricing pages dated 3/27/14 (Exhibit "B") with indicated pricing listing.

Plus

Positive or Negative differential provided for Diesel Fuel #2 Ultra Low Sulfur on Exhibit "A".

- 3.4 The price provided with differential shall include the vendor's cost of product, vendor's profit, the cost of delivery within a 40 mile radius of Port Everglades, and any and all other costs. A lump sum, additional delivery charge only applicable to deliveries beyond a forty (40) mile radius of Port Everglades may be charged as shown on Exhibit "A". Within the forty (40) mile radius of Port Everglades the provided costs must include delivery regardless of the actual varying road miles required to be driven to make deliveries within that radius to each tank location. The differential provided for Unleaded Gasoline and Diesel Fuel or any additional fuel products shall not change during the initial term of the contract or any renewal periods. No other charges shall be added. Differential must be expressed in dollars and/or cents per gallon.

- 3.5 The Contractor shall advise the Lead Agency of all available Federal or State credits and discounts available on all fuel types being purchased herein. The Contractor shall apply all applicable credits and discounts to the price charged to the Co-Op and identify and reflect the discount on the applicable invoices.

3.6 **Alternative Fuels**

Considering the dynamic nature of fuel technology and the growing demand for alternative fuels, the Co-Op reserves the right to add any alternative fuel to the fuel types required. When such a need arises, the Co-Op shall contact the Contractor to determine if the Contractor has the ability to provide or obtain the alternative fuel. The Co-Op shall provide

the Contractor with information on the fuel type, the technical specifications of the fuel, the acceptable operating parameters, the estimated quantities, delivery requirements, and any other relevant information available. The Contractor shall submit a written price offer for the supply of the alternative fuel for the Co-Op's review and approval.

However, if the Contractor is unable to supply the alternative fuel type, or the Co-Op does not accept the Contractor's price offer, the Co-Op shall have the right to purchase the alternative fuel elsewhere.

4. **TAXES:**

- 4.1 The agencies listed herein are counties, municipalities or subdivisions of the State of Florida and are exempt from Federal Gasoline and Diesel (excise) Road taxes and Florida Sales Tax.

5. **SUBSTITUTE/ALTERNATE METHOD FOR PRICE ADJUSTMENT:**

- 5.1 The City reserves the right, based on mutual agreement with the Contractor to substitute an alternate method for price adjustment for a specified, negotiated period of time if:
- A. An interruption in the OPIS Index is experienced beyond existing scheduled holidays (Independence Day, Christmas, etc.), or
 - B. The listing of prices for the OPIS Index are interrupted or modified to a degree which would require alteration of the computation formula to determine a fair price, or
 - C. The use of the OPIS Index prices becomes non-representative of the market.
 - D. The Contractor provides clear and convincing proof that market conditions unrelated to the OPIS Index have been materially altered from those that existed at the time of award or renewal of contract. Such proof may consist of contracts with suppliers, invoices or published indexes, etc.
- 5.2 The City may, if deemed to be in the City's best interest, elect to modify the pricing methodology in the situations listed above in the following manner using any nationally recognized, published benchmark or index.

The firm markup or discount will include the Contractor's cost of product, profit, delivery costs and any other costs. The firm markup or discount for Unleaded Gasoline or Diesel shall not change during the negotiated term of any contract amendment. No other charges shall be added.

- 5.3 The City may also negotiate a per transport or tank wagon delivery surcharge, if market conditions necessitate such a solution.
- 5.4 If it is determined by the City to be in its best interest to substitute an alternate method for price adjustment as specified above, the Contractor will be notified thirty (30) days prior to the effective date for the alternate adjustment. If an alternate price adjustment method is not acceptable to all awarded Contractor, the City may cancel this contract in whole or in part by giving the Contractor ninety (90) days prior written notice.

6. INVOICING

- 6.1 All invoices shall be provided to each participating agency via an electronic method within twenty-four (24) hours of date of delivery of product. Each invoice shall reference the date of the applicable published **OPIS** price for that day with the appropriate differential as per the contract. Contractor shall list separately on invoice each individual non-exempt tax/fee and the amount of the differential.

7. ORDERING & PAYMENT:

- 7.1 Each participating governmental agency will, based on the award of contract made by the Lead Agency and with the same prices, terms, and conditions establish its own contract with the Contractor(s) in a manner acceptable to the Contractor; will issue its own purchase orders; will require separate billing and will issue its own tax exemption certificates as required by the Contractor.
- 7.2 The City of Coral Springs Purchasing Division will furnish a copy of proposers list and any other information submitted with the proposals to all participating agencies.
- 7.3 Payment will be *made by each Participating Agency* within fifteen (15) calendar days from delivery of product at Participating Agencies location via wire transfer to seller's account and bank, as indicated on the invoice. Contractor reserves the right to discontinue fuel deliveries to a Participating Agency if invoices are not paid in a timely manner by that Participating Agency.
- 7.4 It is understood and agreed that the City of Coral Springs is not a legally bound party to any contractual agreement made between any other agency and the Contractor as a result of this Request for Proposals.
- 7.5 After award of contract to Contractor the City reserves the right to issue purchase orders in accordance with the terms of this contract.

8. **REPORTING REQUIREMENTS**

The Contractor shall submit to the Lead Agency a Fuel Purchasing Report on a monthly basis. The Fuel Purchasing Report shall include fuel volume totals by fuel type for each participating agency. The report shall also include a "Grand Total" (year-to-date) fuel volume for all Participating Agencies for each fuel type. The required fields are the following:

- Reporting Period (specify month)
- Participating Agency
- Delivery volume (do not round off reported volume amounts, allow volumes to be reported up to as many decimal places as needed).
- Subtotal volume (per fuel type for each Participating Agency)
- Cumulative Total Volume Year to Date (per fuel type for all Participating Agencies)
- Note regarding fuel types: report must specify the ethanol and biodiesel blend being delivered.

The Fuel Purchasing Report shall be sent in electronic format (Excel format preferred) via email to: purchase@coralsprings.org.

9. **DELIVERY REQUIREMENTS**

For the purposes of this section the term Carrier shall mean the Seller (Contractor) or an independent contractor hired by the Seller (Contractor) for the delivery of fuel to the Participating Agencies.

9.1 **LEGAL REQUIREMENTS:**

- A. **Compliance with Laws and Codes:** Federal, State, County, and local laws, ordinances, rules and regulations that in any manner, affect the terms covered herein apply. Lack of knowledge by Carrier shall in no way be a cause for relief from responsibility. The Carrier shall strictly comply with Federal, State and Local building and safety codes. Equipment shall meet all State and Federal Safety Regulations.
- B. **Independent Contractor Relationship:** The Carrier is, and shall be, in the performance of all work, services, and activities under the Agreement, an Independent Contractor and not an employee, agent, or servant of any Participating Agency. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Carrier's sole direction, supervision, and control. The Carrier shall exercise control over the

means and manner in which it and its employees perform the work and in all respects the Carrier's relationship, and the relationship of its employees, to any Participating Agency shall be that of an independent contractor and not as employees or agents of any Participating Agency.

- C. **Certifications, Licenses and Permits:** Carrier shall provide a copy of all applicable Certificates of Competency issued by the State of Florida in the name of the Carrier. It shall also be the responsibility of the Carrier to submit prior to commencement of work a current Occupational License and all permits required to complete this contractual service at no additional cost. It is the responsibility of the Carrier to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the Agreement.

10. **DELIVERY/RESPONSE TIME:**

- A. Delivery shall be required within twenty-four (24) hours unless an alternate delivery date has been requested by the Participating Agency.
- B. Daily orders shall be placed by e-mail from a Participating Agency representative by 10:00 a.m., Monday through Friday.
- C. Deliveries shall be made within 24 hours of order placement unless the Participating Agency specifically requests otherwise as indicated on the order, in which case, requested delivery date and time shall become the required delivery time.
- D. Orders placed on Friday shall be delivered no later than 5:00 p.m. the following Monday, unless the Participating Agency specifically requests otherwise, in which case, requested delivery date and time, shall become the required delivery time. The Participating Agency shall not require the carrier to deliver on Sundays (except for declared emergency situations).
- E. A transport load shall be defined as no less than 7,500 gallons of Ethanol blended or regular gasoline or no less than 7,000 gallons of Ultra Low Sulfur Diesel or 5% biodiesel fuel or 20% biodiesel fuel.
- F. **The Participating Agencies reserve the right to split any load between no more than two delivery sites for their agency.**
- G. If the carrier is unable to meet the delivery requirements, it shall be the responsibility of the carrier to notify the Participating Agency within 2 hours

of the delay occurring so that the Participating Agency can determine if it needs to transfer fuel between its sites to cover delay.

- H. At time of delivery, carrier shall present a delivery ticket/bill of lading to a Participating Agency representative, or if requested, deliver document to a specified location. The delivery ticket/bill of lading shall include:
- Bill of lading number.
 - Name of supplier and carrier.
 - Date and time of delivery.
 - Type of fuel delivered.
 - Gross gallons and net gallons delivered.
 - Inches in fuel tank, before and after delivery.
 - Driver's signature.
 - Signature of participating agency employee receiving delivery, unless otherwise indicated.
 - Delivery address.
- I. Carrier shall be adequately equipped, staffed, and supplied to, promptly, and efficiently, furnish, deliver, and dispense, all products that are submitted at various facilities.
- J. Carrier shall have the ability to fill above-ground tanks.
- K. Carrier shall be fully responsible for any and/or all actions of their employees that require clean up or ground sterilization as the result of an "improper" delivery. Carrier shall have and shall maintain those types and quantities of materials necessary to contain spilled product(s). Carrier shall be responsible for prompt and thorough cleanup of all spillage, as per EPA specifications, and for any agency fines or fees that result from contamination.
- L. Discovery or occurrence of a spill, on overfill, excess water in the tank, suspected contamination of surrounding area, suspected tank failure, or any other indication of chemical release shall be immediately reported by the Carrier to the Participating Agency. Where the event is directly or indirectly the result of carrier's actions, the carrier shall also affect containment and initiate cleanup immediately.
- M. All transport truck deliveries will be temperature adjusted to 60 degrees F in accordance with the latest edition of the American Society for Testing and Materials (ASTM) Table 6B, Volume II, Petroleum Measurement Tables. Delivery tickets and invoices shall reflect the net gallons delivered after temperature compensation.
- N. Any Tankwagon deliveries will be metered in gross gallons and invoiced in gross gallons.

- O. Agencies will accept fuel from trucks with sealed State approved and inspected meters. Trucks that have State of Florida Department of Agriculture and Consumer Services sealed, calibrated and certified compartment tank volume markers for the petroleum product being delivered, are also acceptable.

11. SPILLAGE:

- A. The Contractor and/or his subcontractors making deliveries shall be fully responsible for any errors or mistakes that require clean up or ground sterilization. Contractor will be responsible for prompt and thorough cleanup of all spillage per EPA specifications and for any agencies fines or fees for any contamination that result from improper delivery of fuel.

12. PRIORITY DELIVERIES:

Preference of deliveries shall be given to agencies providing emergency relief and response services and members of the co-op who are participating in this contract, in case of declared emergencies or natural disasters.

13. WORK SITE SAFETY/SECURITY:

The carrier shall at all times guard against damage or loss to the delivery site property, the Carrier's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the Carrier shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and ensure the delivery site(s) and insure that all county, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, carrier shall provide for the prompt removal of all debris from delivery sites. All participating agencies may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the Carrier or its agents.

14. INSURANCE REQUIRED:

The carrier shall be required to provide evidence of the following minimum amounts of insurance coverage to all participating agencies. During the term of the agreement and prior to each subsequent renewal thereof, the carrier shall provide this evidence to all participating agencies prior to the expiration date of each and every insurance required herein.

Commercial General Liability Insurance: Carrier shall maintain commercial General Liability Insurance, or similar form, at a limit of liability not less than \$2,000,000 each occurrence for bodily injury, personal injury and property

damage liability. Coverage shall include premises and/or operations, independent contractors, products and/or completed operations, personal injury/advertising, liability, contractual liability and broad form property damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed.

Business auto policy, including the MCS-90 Motor Carrier Act Endorsement and/or CA 99 48 Pollution Liability - broadened Coverage for Covered Autos – Business Auto, Motor Carrier and Truckers coverage Forms Endorsement, at a minimum limit not less than \$2,000,000 per occurrence providing coverage for damages against such third-party liability, remediation and defense costs. In the event the policy includes a self-insured retention or deductible in excess of \$1,000,000, the participating agency reserves the right, but not the obligation to review and request a copy of the carrier's most recent annual report or audited financial statements. The policy shall be endorsed to include "participating agency name" as additional insured. (In this context, the term "autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads). In the event the carrier neither owns nor leases automobiles, the business Auto Liability requirement shall be amended allowing the Carrier to maintain only hired and non-owned auto liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Worker's Compensation and Employer's Liability Insurance. The carrier shall maintain Workers' Compensation and Employer's Liability insurance in accordance with Florida Statute Chapter 440.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the Carrier in the types and amounts required hereunder shall be transmitted to all participating agencies via the insurance company/agent.

Except as to Business auto, worker's compensation and Employer's Liability (and professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include the participating agency as an additional insured.

Further, said certificate(s) shall unequivocally provide thirty (30) days (except 10 days for non-payment) written notice to the participating agency prior to any adverse change, cancellation or non-renewal of coverage thereunder.

It is the responsibility of the carrier to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract. All insurance must

be acceptable to and approved by the participating agency as to form, types of coverage and acceptability of the insurers providing coverage.

All insurance provided hereunder shall be endorsed to show that it is primary as respect to the participating agency.

15. **ADDITION OF DELIVERY SITES:**

Each Participating Agency shall be able to add delivery sites to the provided list, with 7 days notice to the seller.

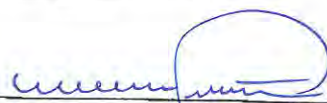
FOR CONTRACTOR

BY: 
AMANCIO ALONSO

State of Florida
County of Broward

The foregoing instrument was acknowledged before me, the undersigned notary public in and for the State of Florida, on this, the 14 day of MAY, 2014 by AMANCIO ALONSO.




Notary Public, State of Florida

Printed, typed or stamped name of Notary Public exactly as commissioned individuals who signed are personally known: no identification produced;

EXHIBIT "A"

MacMillan Oil Company will invoice fuel to participating Co-Op Agencies via the following delivery differential price schedule predicated as indicated in Paragraph 3, "Pricing Methodology" of the Memorandum of Understanding.

Item No.	Description	Transport Delivery differential (+)/(-) per gallon	Tank Wagon Delivery differential (+)/(-) per gallon
1	87 Octane	\$0.0030	\$0.0290
2	Diesel Fuel #2 Ultra Low Sulfur	\$0.0000	\$0.0380
3	Lump Sum Additional Delivery Charge for Deliveries <u>beyond</u> 40 miles radius of Port Everglades only	\$0.00/each	\$0.00/each

ADDITIONAL FUEL PRODUCTS

Item No.	Description	Transport Delivery differential (+)/(-) per gallon	Tank Wagon Delivery differential (+)/(-) per gallon
1	Midrange Unleaded 89 Octane	\$0.0440	\$0.0730
2	Recreational Unleaded 90 Octane	\$0.0440	\$0.0730
3	Ultra Low Sulfur #2 Red Dye Diesel	\$0.0440	\$0.1430
4	Biodiesel Fuel B5	\$0.0840	\$0.1430
5	Biodiesel Fuel B20	\$0.0840	\$0.1030
6	E85 Fuel Ethanol	\$0.0840	\$0.1030

Notes:

1. MacMillan Oil Company will provide any participating Co-Op Agency a \$.02 per gallon discount for any/all product that is loaded directly from their suppliers in Port Everglades (F.O.B. Port Everglades). Any participating Co-Op Agency wishing to take advantage of this discount must sign-up with MacMillan Oil Company no later than (30) days prior to pulling product to ensure all necessary paperwork and procedures are in place.
2. During the contract period, or any extension thereof, if any Participating Agency wishes to buy required fuel products from Contractor on a fixed price or prepurchase basis, Contractor shall enter into good faith negotiations with that Participating Agency.
3. During any declared emergency situation Contractor will provide mobile fuel storage tanks to any Participating Agency upon request for a period of up to one month at no cost, based on availability of tanks. In a non-emergency situation or for periods of use beyond one month, Contractor will negotiate with each Participating Agency for rental costs.

4. The cost for fuel delivered for emergencies from ports or terminals other than Port Everglades will be reimbursed by the Participating Agency at the actual market freight rate with no mark-up by the Contractor. The Contractor shall provide documentation of their additional freight cost as a condition of reimbursement.

MIAMI, FL

2014-03-27 10:00:14 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS CLEAR PRICES

9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
Marathon	b 1-10	-- --	-- --	-- --	-- --	376.16	+ 8.58	03/26	18:00
Marathon	u N-10	-- --	-- --	-- --	-- --	371.40	+ 8.50	03/26	18:00
Valero	b 1-10	-- --	-- --	-- --	-- --	370.95	+ 8.50	03/26	18:00
Valero	u N-10	-- --	-- --	-- --	-- --	375.50	+12.35	03/26	18:00
LOW RACK		-- --	-- --	-- --	-- --	370.95			
HIGH RACK		-- --	-- --	-- --	-- --	376.16			
RACK AVG		-- --	-- --	-- --	-- --	373.50			
FOB COLONIAL		270.015	-- --	-- --	-- --	-- --			
FOB MIAMI		-- --	-- --	-- --	-- --	304.38			
BRD LOW RACK		-- --	-- --	-- --	-- --	370.95			
BRD HIGH RACK		-- --	-- --	-- --	-- --	376.16			
BRD RACK AVG		-- --	-- --	-- --	-- --	373.56			
UBD LOW RACK		-- --	-- --	-- --	-- --	371.40			
UBD HIGH RACK		-- --	-- --	-- --	-- --	375.50			
UBD RACK AVG		-- --	-- --	-- --	-- --	373.45			
CONT AVG-03/27		-- --	-- --	-- --	-- --	373.50			
CONT LOW-03/27		-- --	-- --	-- --	-- --	370.95			
CONT HIGH-03/27		-- --	-- --	-- --	-- --	376.16			

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS CEN ETHANOL(10%) PRICES

9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
Valero	b 1-10	291.85	+12.75	304.35	+12.75	329.35	+12.75	03/26	18:00
BP	b 1-10	291.86	+10.62	304.56	+10.62	329.76	+10.62	03/26	18:00
Sunoco	b 1-10	292.04	+12.99	304.04	+12.99	329.40	+13.29	03/26	18:00
Marathon	b 1-10	292.42	+10.60	304.75	+10.61	329.39	+10.60	03/26	18:00
MPC2	b 1-10	292.42	+10.60	304.90	+10.61	329.85	+10.61	03/26	18:00
Citgo	b 1-10	293.10	+12.70	305.45	+12.70	330.15	+12.70	03/26	18:00
Shell	b 1-10	293.35	+12.72	305.47	+12.72	330.73	+12.73	03/26	18:00
Chevron	b 1t45c	293.60	+12.00	306.10	+12.00	331.60	+12.00	03/26	18:00
Taxaco	b 1t45c	293.60	+12.00	306.10	+12.00	331.60	+12.00	03/26	18:00
KOM	b 1-10	294.50	+12.30	306.80	+12.30	333.00	+12.30	03/26	19:00
Marathon	u N-10	297.95	+ 8.50	316.28	+ 8.50	352.95	+ 8.50	03/26	18:00
Shell	u N-10	301.45	+11.80	313.45	+11.80	337.45	+11.80	03/26	18:00
TransMont	u N-10	301.77	+18.05	317.37	+14.49	347.90	+ 7.91	03/26	18:00
FlntHlsRs	u N-10	303.15	+11.05	315.15	+11.05	348.15	+11.05	03/26	18:00
Colonial	u N-10	304.60	+ 2.50	-- --	-- --	350.60	+ 3.60	03/26	23:00
Valero	u N-10	304.70	+ 4.05	321.70	+ 4.05	354.70	+ 4.05	03/26	18:00
Citgo	u 1-10	311.05	+11.20	326.25	+11.20	356.55	+11.20	03/26	18:00
Global	u 1-10	321.39	+11.80	327.85	+ 9.37	341.87	+11.92	03/27	00:01
LOW RACK		291.85		304.04		329.35			
HIGH RACK		321.39		327.85		356.55			
RACK AVG		298.60		311.21		338.61			
FOB MIAMI		287.86	-- --	-- --	-- --	-- --			
BRD LOW RACK		291.85		304.04		329.35			
BRD HIGH RACK		294.50		306.80		333.00			
BRD RACK AVG		292.87		305.25		330.48			
UBD LOW RACK		297.95		313.45		337.45			
UBD HIGH RACK		321.39		327.85		356.55			
UBD RACK AVG		303.76		319.72		348.77			
CONT AVG-03/27		298.60		311.21		338.61			
CONT LOW-03/27		291.85		304.04		329.35			
CONT HIGH-03/27		321.39		327.85		356.55			
LOW RETAIL		351.03							
AVG RETAIL		364.47							
LOW RETAIL EX-TAX		295.95							
AVG RETAIL EX-TAX		309.38							

MIAMI, FL

2014-03-27 10:00:14 EDT

OPIS CONTRACT BENCHMARK FILE
 OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES

	Terms	No.1	Move	No.1	Move	Pre	Move	Date	Time
Shell	u N-10	308.82	.50						
Shell	b 1-10	311.94	.51					03/26	18:00
Marathon	u N-10	312.30	1.85					03/26	18:00
Global	u 1-10	312.65	.50					03/26	18:00
TransMont	u N-10	313.54	.25					03/26	18:00
BP	b 1-10	314.31	.85					03/26	18:00
Colonial	u N-10	314.70	.40					03/26	18:00
Valero	u N-10	315.30	.80					03/26	18:00
FlntHlsRs	u N-10	316.10	.25					03/26	18:00
Marathon	b 1-10	316.31	1.87					03/26	18:00
Valero	b 1-10	318.05	.50					03/26	18:00
Coastal	b 1-10	318.08	.78					03/26	18:00
Sunoco	b 1-10	318.08	.78					03/26	18:00
Chevron	b 1t45c	318.10	.20					03/26	18:00
Texaco	b 1t45c	318.10	.20					03/26	18:00
XOM	b 1-10	318.72	.22					03/26	18:00
Citgo	b 1-10	324.70	2.00					03/26	19:00
Citgo	u 1-10	324.70	2.00					03/25	18:00
LOW RACK		308.82						03/25	18:00
HIGH RACK		324.70							
RACK AVG		316.36							
FOB COLONIAL		288.515							
FOB MIAMI		295.45							
BRD LOW RACK		311.94							
BRD HIGH RACK		324.70							
BRD RACK AVG		317.64							
UBD LOW RACK		308.82							
UBD HIGH RACK		324.70							
UBD RACK AVG		316.75							
CONT AVG-03/27		316.36							
CONT LOW-03/27		308.82							
CONT HIGH-03/27		324.70							

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS ULTRA LOW SULFUR RED DYE DISTILLATE PRICES

	Terms	No.2	Move	No.1	Move	Pre	Move	Date	Time
Shell	u N-10	309.32	.50					03/26	18:00
Marathon	u N-10	312.80	1.85					03/26	18:00
Global	u 1-10	313.15	.51					03/26	18:00
TransMont	u N-10	314.04	.25					03/26	18:00
BP	b 1-10	314.81	.85					03/26	18:00
Colonial	u N-10	315.20	.40					03/26	18:00
Valero	u N-10	315.70	.80					03/26	18:00
Marathon	b 1-10	316.82	1.87					03/26	18:00
FlntHlsRs	u N-10	316.85	.25					03/26	18:00
Coastal	b 1-10	318.58	.78					03/26	18:00
Sunoco	b 1-10	318.58	.78					03/26	18:00
Chevron	b 1t45c	318.60	.20					03/26	18:00
Texaco	b 1t45c	318.60	.20					03/26	18:00
Citgo	b 1-10	325.10	2.00					03/26	18:00
Citgo	u 1-10	325.10	2.00					03/25	18:00
LOW RACK		309.32						03/25	18:00
HIGH RACK		325.10							
RACK AVG		316.88							
FOB MIAMI		295.80							
BRD LOW RACK		314.81							
BRD HIGH RACK		325.10							
BRD RACK AVG		318.73							
UBD LOW RACK		309.32							
UBD HIGH RACK		325.10							
UBD RACK AVG		315.27							
CONT AVG-03/27		316.88							
CONT LOW-03/27		309.32							
CONT HIGH-03/27		325.10							



MACMILLAN OIL COMPANY OF FLORIDA, INC.
2955 EAST 11TH AVENUE, HIALEAH, FL 33013-3509
Ph: 305-691-7814 Ext. 33 Fax 305-693-1880

May 6, 2014

City of Coral Springs
Purchasing Administrator
City hall
9551 West Sample Road
Coral Springs, FL 33065

RE: RFP No - 14-A-035 UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST
FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

Dear Mr. Salomone,

Pursuant to your letter of May 5, 2014, we have reviewed the proposal submitted to the Co-Op for the aforementioned RFP, for the purpose of providing the Co-Op with the best and final offer. Please find our amended proposal listed below.

ORIGINAL PROPOSAL

Item No	Description	Transport Delivery differential Proposed (+) / (-) per gallon	Tank Wagon Delivery differential Proposed (+) / (-) per gallon
1	87 Octane	\$ 0.0080	\$ 0.0290
2	Diesel Fuel #2 Ultra Low Sulfur	\$ 0.0150	\$ 0.0380

MODIFIED PROPOSAL

Item No	Description	Transport Delivery differential Proposed (+) / (-) per gallon	Tank Wagon Delivery differential Proposed (+) / (-) per gallon
1	87 Octane	\$ 0.0030	\$ 0.0290
2	Diesel Fuel #2 Ultra Low Sulfur	\$ 0.0000	\$ 0.0380

The modified proposal, when compared to Miami Dade County's ITQ 04-2014 is as follows using the OPIS as of 05/05/2014

Gasoline Transport 15 day terms

Miami Dade County (OPIS Rack Avg)	$\$2.8423 - \$0.0203 = \$2.8220$
Broward Co-Op (OPIS Unbrand Avg)	$\$2.8153 - \$0.0030 = \$2.8150$

On Road ULSDiesel Transport 15 day terms

Miami Dade County (OPIS Rack Avg)	$\$3.1256 - \$0.0300 = \$3.0956$
Broward Co-Op (OPIS Unbrand Avg)	$\$3.1056 - \$0.0000 = \$3.1056$

The modified proposed differential should save the Co-Op approximately \$218,000.00 per year.

The difference in the slightly higher price of the diesel is offset by the lower price of the gasoline and the lower tank wagon differentials for both gasoline and diesel that would be charged to the Co-Op versus what would be charged to Miami Dade County.

We hope that these proposed changes would be acceptable to the Co-Op. Please do not hesitate to contact us if any additional clarification is needed.

Regards,
MACMILLAN OIL COMPANY OF FLORIDA INC



Amancio Alonso
President

Account #136804

To align the following data, change the font size to 9 in Courier New.

MIAMI, FL

2014-05-05 10:00:08 EDT

OPIS CONTRACT BENCHMARK FILE
OPIS GROSS CLEAR PRICES

9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Move	Date	Time
Marathon	b 1-10	-- --	-- --	-- --	-- --	336.92	+	2.12	05/02	18:00
Marathon	u N-10	-- --	-- --	-- --	-- --	332.55	+	2.10	05/02	18:00
Valero	b 1-10	-- --	-- --	-- --	-- --	337.10	+	2.00	05/02	18:00
Valero	u N-10	-- --	-- --	-- --	-- --	332.45	-	2.65	05/02	18:00
LOW RACK		-- --		-- --		332.45				
HIGH RACK		-- --		-- --		337.10				
RACK AVG		-- --		-- --		334.76				
OPIS GULF COAST SPOT MEAN - 05/02										
FOB COLONIAL		275.200		-- --		-- --				
OPIS GULF WATERBORNE DELIVERED SPOT (SRI)										
FOB MIAMI		-- --		-- --		297.06				
BRD LOW RACK		-- --		-- --		336.92				
BRD HIGH RACK		-- --		-- --		337.10				
BRD RACK AVG		-- --		-- --		337.01				
UBD LOW RACK		-- --		-- --		332.45				
UBD HIGH RACK		-- --		-- --		332.55				
UBD RACK AVG		-- --		-- --		332.50				
CONT AVG-05/05		-- --		-- --		334.76				
CONT LOW-05/05		-- --		-- --		332.45				
CONT HIGH-05/05		-- --		-- --		337.10				

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2014-05-05 10:00:08 EDT

OPIS CONTRACT BENCHMARK FILE
OPIS GROSS CBOB ETHANOL(10%) PRICES

7.8 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Move	Date	Time
Shell	u N-10	277.85	+ 1.40	289.85	+ 1.40	313.85	+	1.40	05/02	18:00
Citgo	b 1-10	286.30	+ 2.40	298.65	+ 2.40	323.75	+	2.40	05/02	18:00
Shell	b 1-10	287.14	+ 2.42	299.26	+ 2.42	324.52	+	2.43	05/02	18:00
XOM	b 1-10	287.65	+ 1.20	299.95	+ 1.20	326.15	+	1.20	05/02	19:00
FlntHlsRS	u N-10	288.80	+ 3.25	300.80	+ 3.25	333.80	+	3.25	05/02	18:00
Citgo	u 1-10	288.85	+ .00	304.05	+ .00	334.35	+	.00	05/02	18:00
Global	u 1-10	291.47	+ 2.60	298.44	+ 4.22	344.50	+	7.15	05/03	00:01
LOW RACK		277.85		289.85		313.85				
HIGH RACK		291.47		304.05		344.50				
RACK AVG		286.87		298.71		328.70				
OPIS GULF WATERBORNE DELIVERED SPOT (SRI)										
FOB MIAMI		286.65		-- --		-- --				
BRD LOW RACK		286.30		298.65		323.75				
BRD HIGH RACK		287.65		299.95		326.15				
BRD RACK AVG		287.03		299.29		324.81				
UBD LOW RACK		277.85		289.85		313.85				
UBD HIGH RACK		291.47		304.05		344.50				
UBD RACK AVG		286.74		298.29		331.63				
CONT AVG-05/05		286.87		298.71		328.70				
CONT LOW-05/05		277.85		289.85		313.85				
CONT HIGH-05/05		291.47		304.05		344.50				

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2014-05-05 10:00:08 EDT

OPIS CONTRACT BENCHMARK FILE
OPIS GROSS CBOB ETHANOL(10%) PRICES

9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Move	Date	Time
Shell	u N-10	277.85	+ 1.40	289.85	+ 1.40	313.85	+	1.40	05/02	18:00

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Valero	u N-10	277.95	- .50	293.95	- .50	316.95	- .50	05/02	18:00
FlntHlsRs	u N-10	278.80	+ 3.25	290.80	+ 3.25	323.80	+ 3.25	05/02	18:00
Marathon	u N-10	279.70	+ 2.10	298.03	+ 2.10	334.70	+ 2.10	05/02	18:00
Global	u 1-10	281.67	+ 1.42	293.79	+ 1.42	318.03	+ 1.41	05/02	18:00
Colonial	u N-10	283.55	+ 1.40	-- --	-- --	315.95	+ 2.05	05/02	18:00
TransMont	u N-10	283.88	+ 1.83	296.80	+ 3.06	320.78	+ 5.33	05/02	18:00
BP	b 1-10	284.02	+ 2.34	296.97	+ 2.34	322.42	+ 2.34	05/02	18:00
Sunoco	b 1-10	285.37	+ .90	297.37	+ .90	323.06	+ .90	05/02	18:00
Valero	b 1-10	285.80	+ 2.50	298.30	+ 2.50	324.80	+ 2.50	05/02	18:00
Citgo	b 1-10	286.30	+ 2.40	298.65	+ 2.40	323.75	+ 2.40	05/02	18:00
Marathon	b 1-10	286.52	+ 2.13	299.06	+ 2.12	324.14	+ 2.12	05/02	18:00
Chevron	b 1t45c	287.00	+ 2.50	299.50	+ 2.50	325.00	+ 2.50	05/02	18:00
Texaco	b 1t45c	287.00	+ 2.50	299.50	+ 2.50	325.00	+ 2.50	05/02	18:00
MPC2	b 1-10	287.02	+ 2.32	299.73	+ 2.33	325.15	+ 2.32	05/02	18:00
Shell	b 1-10	287.14	+ 2.42	299.26	+ 2.42	324.52	+ 2.43	05/02	18:00
XOM	b 1-10	287.65	+ 1.20	299.95	+ 1.20	326.15	+ 1.20	05/02	19:00
Citgo	u 1-10	288.85	+ 2.50	304.05	+ 2.50	334.35	+ 2.50	05/02	18:00
LOW RACK		277.85		289.85		313.85			
HIGH RACK		288.85		304.05		334.70			
RACK AVG		284.23		297.39		323.47			
OPIS GULF WATERBORNE DELIVERED SPOT (SRI)									
FOB MIAMI		286.65	-- --	-- --	-- --	-- --			
BRD LOW RACK		284.02		296.97		322.42			
BRD HIGH RACK		287.65		299.95		326.15			
BRD RACK AVG		286.38		298.83		324.40			
UBD LOW RACK		277.85		289.85		313.85			
UBD HIGH RACK		288.85		304.05		334.70			
UBD RACK AVG		281.53		295.32		322.30			
CONT AVG-05/05		284.23		297.39		323.47			
CONT LOW-05/05		277.85		289.85		313.85			
CONT HIGH-05/05		288.85		304.05		334.70			

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 LOW RETAIL 359.90
 AVG RETAIL 376.03
 LOW RETAIL EX-TAX 304.81
 AVG RETAIL EX-TAX 320.94

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OPIS CONTRACT BENCHMARK FILE
 OPIS GROSS E-85 PRICES

2014-05-05 10:00:08 EDT

Terms	Move	Date	Time
TransMont u N-10	254.29	- 8.15	05/02 18:00
LOW RACK	254.29		
HIGH RACK	254.29		
RACK AVG	254.29		
UBD LOW RACK	254.29		
UBD HIGH RACK	254.29		
UBD RACK AVG	254.29		
CONT AVG-05/05	254.29		
CONT LOW-05/05	254.29		
CONT HIGH-05/05	254.29		

MIAMI, FL

OPIS CONTRACT BENCHMARK FILE
 OPIS GROSS E-80 PRICES

2014-05-05 10:00:08 EDT

Terms	Move	Date	Time
Marathon u N-10	226.90	- 5.20	05/02 18:00
LOW RACK	226.90		
HIGH RACK	226.90		
RACK AVG	226.90		

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UBD LOW RACK 226.90
UBD HIGH RACK 226.90
UBD RACK AVG 226.90
CONT AVG-05/05 226.90
CONT LOW-05/05 226.90
CONT HIGH-05/05 226.90

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2014-05-05 10:00:08 EDT

OPIS CONTRACT BENCHMARK FILE
OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES

	Terms	No.2	Move	No.1	Move	Pre	Move	Move	Date	Time
Shell	u N-10	305.14	+ 1.49	-- --	-- --	-- --	-- --	-- --	05/02	18:00
FlntHlsRS	u N-10	306.55	+ 1.25	-- --	-- --	-- --	-- --	-- --	05/02	18:00
Colonial	u N-10	307.40	+ 1.35	-- --	-- --	-- --	-- --	-- --	05/02	18:00
Shell	b 1-10	308.22	+ 1.50	-- --	-- --	-- --	-- --	-- --	05/02	18:00
Global	u 1-10	308.93	+ 1.51	-- --	-- --	-- --	-- --	-- --	05/02	18:00
Valero	u N-10	310.00	- .40	-- --	-- --	-- --	-- --	-- --	05/02	18:00
TransMont	u N-10	310.64	+ 1.70	-- --	-- --	-- --	-- --	-- --	05/02	18:00
BP	b 1-10	310.95	+ 1.07	-- --	-- --	-- --	-- --	-- --	05/02	18:00
Chevron	b 1t45c	313.10	+ 1.30	-- --	-- --	-- --	-- --	-- --	05/02	18:00
Texaco	b 1t45c	313.10	+ 1.30	-- --	-- --	-- --	-- --	-- --	05/02	18:00
Valero	b 1-10	313.65	+ 1.75	-- --	-- --	-- --	-- --	-- --	05/02	18:00
Marathon	u N-10	313.90	+ .25	-- --	-- --	-- --	-- --	-- --	05/02	18:00
XOM	b 1-10	314.17	+ 1.62	-- --	-- --	-- --	-- --	-- --	05/02	19:00
Coastal	b 1-10	314.30	- 1.09	-- --	-- --	-- --	-- --	-- --	05/02	18:00
Sunoco	b 1-10	314.30	- 1.09	-- --	-- --	-- --	-- --	-- --	05/02	18:00
Marathon	b 1-10	317.93	+ .25	-- --	-- --	-- --	-- --	-- --	05/02	18:00
Citgo	b 1-10	321.90	+ 1.30	-- --	-- --	-- --	-- --	-- --	05/02	18:00
Citgo	u 1-10	321.90	+ 1.30	-- --	-- --	-- --	-- --	-- --	05/02	18:00
LOW RACK		305.14		-- --		-- --				
HIGH RACK		321.90		-- --		-- --				
RACK AVG		312.56		-- --		-- --				
OPIS GULF COAST SPOT MEAN - 05/02										
FOB COLONIAL		290.555		-- --		-- --				
OPIS GULF WATERBORNE DELIVERED SPOT (SRI)										
FOB MIAMI		297.49		-- --		-- --				
BRD LOW RACK		308.22		-- --		-- --				
BRD HIGH RACK		321.90		-- --		-- --				
BRD RACK AVG		314.16		-- --		-- --				
UBD LOW RACK		305.14		-- --		-- --				
UBD HIGH RACK		321.90		-- --		-- --				
UBD RACK AVG		310.56		-- --		-- --				
CONT AVG-05/05		312.56		-- --		-- --				
CONT LOW-05/05		305.14		-- --		-- --				
CONT HIGH-05/05		321.90		-- --		-- --				

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OPIS CONTRACT BENCHMARK FILE
OPIS GROSS ULTRA LOW SULFUR RED DYE DISTILLATE PRICES

	Terms	No.2	Move	No.1	Move	Pre	Move	Move	Date	Time
Shell	u N-10	305.64	+ 1.49	-- --	-- --	-- --	-- --	-- --	05/02	18:00
FlntHlsRS	u N-10	307.30	+ 1.25	-- --	-- --	-- --	-- --	-- --	05/02	18:00
Colonial	u N-10	307.90	+ 1.35	-- --	-- --	-- --	-- --	-- --	05/02	18:00
Global	u 1-10	309.43	+ 1.50	-- --	-- --	-- --	-- --	-- --	05/02	18:00
Valero	u N-10	310.40	- .40	-- --	-- --	-- --	-- --	-- --	05/02	18:00
TransMont	u N-10	311.14	+ 1.70	-- --	-- --	-- --	-- --	-- --	05/02	18:00
BP	b 1-10	311.45	+ 1.07	-- --	-- --	-- --	-- --	-- --	05/02	18:00
Chevron	b 1t45c	313.60	+ 1.30	-- --	-- --	-- --	-- --	-- --	05/02	18:00
Texaco	b 1t45c	313.60	+ 1.30	-- --	-- --	-- --	-- --	-- --	05/02	18:00
Marathon	u N-10	314.40	+ .25	-- --	-- --	-- --	-- --	-- --	05/02	18:00
Coastal	b 1-10	314.80	- 1.09	-- --	-- --	-- --	-- --	-- --	05/02	18:00

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Sunoco	b 1-10	314.80	- 1.09	-- --	-- --	-- --	-- --	05/02 18:00
Marathon	b 1-10	318.43	+ .25	-- --	-- --	-- --	-- --	05/02 18:00
Citgo	b 1-10	322.30	+ 1.30	-- --	-- --	-- --	-- --	05/02 18:00
Citgo	u 1-10	322.30	+ 1.30	-- --	-- --	-- --	-- --	05/02 18:00
LOW RACK		305.64		-- --	-- --	-- --		
HIGH RACK		322.30		-- --	-- --	-- --		
RACK AVG		313.17		-- --	-- --	-- --		
OPIS GULF WATERBORNE DELIVERED SPOT (SRI)								
FOB MIAMI		297.84		-- --	-- --	-- --		
BRD LOW RACK		311.45		-- --	-- --	-- --		
BRD HIGH RACK		322.30		-- --	-- --	-- --		
BRD RACK AVG		315.57		-- --	-- --	-- --		
UBD LOW RACK		305.64		-- --	-- --	-- --		
UBD HIGH RACK		322.30		-- --	-- --	-- --		
UBD RACK AVG		311.06		-- --	-- --	-- --		
CONT AVG-05/05		313.17		-- --	-- --	-- --		
CONT LOW-05/05		305.64		-- --	-- --	-- --		
CONT HIGH-05/05		322.30		-- --	-- --	-- --		

MIAMI, FL

2014-05-05 10:00:08 EDT

OPIS CONTRACT BENCHMARK FILE
 OPIS GROSS NO. 2 DISTILLATE PRICES

	Terms	No.2 LS	Move	No.2 LS RD	Move	No.2 HS	Move	Move Date	Time
Marathon	u N-10	-- --	-- --	314.05	+ .25	-- --	-- --	05/02	18:00
Marathon	b 1-10	-- --	-- --	318.08	+ .25	-- --	-- --	05/02	18:00
LOW RACK		-- --		314.05		-- --			
HIGH RACK		-- --		318.08		-- --			
RACK AVG		-- --		316.07		-- --			
OPIS GULF WATERBORNE DELIVERED SPOT (SRI)									
FOB MIAMI		-- --		289.66		-- --			
BRD LOW RACK		-- --		318.08		-- --			
BRD HIGH RACK		-- --		318.08		-- --			
BRD RACK AVG		-- --		318.08		-- --			
UBD LOW RACK		-- --		314.05		-- --			
UBD HIGH RACK		-- --		314.05		-- --			
UBD RACK AVG		-- --		314.05		-- --			
CONT AVG-05/05		-- --		316.07		-- --			
CONT LOW-05/05		-- --		314.05		-- --			
CONT HIGH-05/05		-- --		318.08		-- --			

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OPIS CONTRACT BENCHMARK FILE
 OPIS GROSS WHOLESALE B6 MULT BIODIESEL PRICES

	Terms	No.2 ULS	Move	Date	Time
TransMont	u N-10	317.15		05/02	18:00
LOW RACK		317.15			
HIGH RACK		317.15			
RACK AVG		317.15			
UBD LOW RACK		317.15			
UBD HIGH RACK		317.15			
UBD RACK AVG		317.15			
CONT AVG-05/05		317.15			
CONT LOW-05/05		317.15			
CONT HIGH-05/05		317.15			

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OPIS CONTRACT BENCHMARK FILE
 OPIS GROSS WHOLESALE B10 MULT BIODIESEL PRICES

	Terms	No.2 ULS	Move	Date	Time
TransMont	u N-10	317.15		05/02	18:00

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LOW RACK	317.15
HIGH RACK	317.15
RACK AVG	317.15
UBD LOW RACK	317.15
UBD HIGH RACK	317.15
UBD RACK AVG	317.15
CONT AVG-05/05	317.15
CONT LOW-05/05	317.15
CONT HIGH-05/05	317.15

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B15 MULT BIODIESEL PRICES

	Terms	ULS No.2	Move Date Time
TransMont	u N-10	317.16	05/02 18:00
LOW RACK		317.16	
HIGH RACK		317.16	
RACK AVG		317.16	
UBD LOW RACK		317.16	
UBD HIGH RACK		317.16	
UBD RACK AVG		317.16	
CONT AVG-05/05		317.16	
CONT LOW-05/05		317.16	
CONT HIGH-05/05		317.16	

MIAMI, FL

2014-05-05 10:00:08 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B20 MULT BIODIESEL PRICES

	Terms	ULS No.2	Move Date Time
TransMont	u N-10	317.16	05/02 18:00
LOW RACK		317.16	
HIGH RACK		317.16	
RACK AVG		317.16	
UBD LOW RACK		317.16	
UBD HIGH RACK		317.16	
UBD RACK AVG		317.16	
CONT AVG-05/05		317.16	
CONT LOW-05/05		317.16	
CONT HIGH-05/05		317.16	

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RFP NO. 14-A-035
UNLEADED GASOLINE & DIESEL FUEL
FOR SOUTHEAST FLORIDA GOVERNMENTAL
PURCHASING COOPERATIVE GROUP

PROPOSERS

MacMillan Oil Co. of Florida, Inc.

2955 East 11th Ave.
Hialeah, FL 33013
Contact: William Putnam
Telephone: 305 384-7625
Fax: 305 693-1880
Email: William@macmillanoil.com

Mansfield Oil Co.

1025 Airport Pky. SW
Gainesville, GA 30501
Contact: David Zarfoss
Telephone: 800 255-6699
Fax: 678 450-2242
Email: dzarfoss@mansfieldoil.com

RKA Petroleum Companies, Inc.

28340 Wick Rd.
Romulus, MI 48174
Contact: Nicole Canty
Telephone: 734 946-2199
Fax: 734 946-4772
Email: ncanty@rkapetroleum.com

**Seminole Tribe of Florida, Inc.
d/b/a Askar Oil Co.**

3170 S. Horseshoe Dr.
Naples, FL 34104
Contact: Sam Askar
Telephone: 239 262-4124
Fax: 239 262-7861
Email: saskar@askarmanagementgroup.com

Port Consolidated

3141 S.E. 14th Ave. / PO Box 350430
Ft. Lauderdale, FL 33335
Contact: Don Carlton
Telephone: 954 522-1182 x-233
800 683-5823
Fax: 954 527-1191
Email: dcarlton@portconsolidated.com

RFP 14-A-035			Attachment "B"	Updated 3/4/14	
Diesel Fuel Delivery Information					
					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Broward County					
BCTD	Joyce Mack	954 357-8423	3201 W Copans Rd., Pompano Bch.	490,000	Below
	Belinda Thomas	954 357-7716	Ravenswood Rd., Ft. Lauderdale	200,000	Below
BCFM					
			Main Courthouse Shop	4,000	
			N Regional courthouse	550	
			Midrise	6,000	
			Main Library	5,000	
			S Regional Courthouse	550	
			Public Safety Bldg 1	10,000	
			Public Safety Bldg 2	2,500	
			Public Safety Bldg 3	1,000	
			W Regional Courthouse	610	
			Medical Examiner	4,000	
			Booher Bldg.	1,000	
			EOC	15,000	
			BCGC West Tank 1	10,000	
			BCGC West Tank 2	10,000	
			1200 Garage	550	
			Gov. Center	2,000	
			Central Warehouse	275	
			NW Regional Library	100	
			Mental Health	375	
			N Homeless Shelter	310	
			Hughes Bldg.	100	
			African American Library	155	
			S Regional Maint Ctr	200	
	Roger Jeremiah	954 357-6112	Lowrise: 2600 SW 4th Ave. Ft. Laud, FL 33315	527	

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
BCFS	Jim Long	954 357-5458	Fleet Svc Ctr #2 2515 SW 4 Ave, Ft. Laud	10,000	below
	Rick Carlin	954 357-5443	Fleet Svc Ctr #3 1600 Blount Rd., Pompano Bch	16,000	below
	Tom Tobin	954 357-5342	Fleet Svc Ctr #8 7101 SW 205 Ave. Ft. Laud	10,000	below
	Jim Sprague	954 831-0864	2555 W Copans Rd., Pompano Bch	10,000	below
	Brian McLaughlin	954 357-5181	CB Smith Pk 900 N Flamingo Rd. Pembroke Pine	6,000	below
	Mike Mullen	954 359-1250	Aviation Maint. 1501 SW 43 St, Ft. Laud	6,000	Above
	Martha Grimstead	954 765-4062 x229	Mosquito Ctrl 1200 S University Dr., Pembroke Pi	2,500	below
	Chief Thomas Mitchell	94 635-3301	Airport Fire Res 250 Tamiami Dr Gate 100, Ft. La	1,500	above
	Jeanette Howie	954 357-8840	TY Park 3300 N Park Rd., Hollywood	500	Above
	Don Puglisi	954 357-8195	Pk & Rec 950 NW 38 St. Oakland Pk	1,000	Above
Boca Raton, City of	Lynne Piper	561 393-7878	Purchasing Contact		
	Harri Mangroo	561 416-3382	City Hall, 201 W Palmetto Park Rd	1,000	Above
			Golf Course, 8111 Golf Course Rd	500	Above
			Fire Station 1, 1151 N Federal Hwy	1,000	Above
			Fire Station 5, 2333 W Glades Rd	1,000	Above
			Police Services, 100 NW Boca Raton Blvd	2,000	Below
			6500 Bldg., 6500 Congress Ave.	6,000	Above
			Sugar Sand, 300 S Military Trail	550	Above
			Spanish River, 3001 N Ocean Blvd.	250	Above
	Ramy Maharaj	561 338-7316	Tank 55A, 1401 Glades Rd	6,000	Above
			Yamatto Rd Generator Bldg. 2150 NW 51 St	5,000	Above
			18th St. Booster Pump Sta, 1700 SW 18th St	2,000	Above
			Spanish River booster Pump Sta, 3801 N Ocean B	250	Above
			Hidden Valley Booster Pump Sta, 7900 N Dixie H	250	Above
	Juan Garland	561 212-5402	Dredge-Boca Raton Inlet, A1A at Camino Real	1,000	Above
	Harri Mangroo	561 416-3382	Fire Support Generators, 800 Banyan Trail	2,000	Above
			Fire Station 2 Generator - 903 W Palmetto Park R	500	Above
			Fire Station 3 Generator - 100 S Ocean Dr.	500	Above
			Fire Station 4 Generator - 351 NW 51 St	500	Above
			Fire Station 6 Generator - 1901 Clint Moore Rd.	400	Above
			Fire Station 7 Generator, 3001 W Yamato Rd.	500	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
			Fire Station 8 Generator, 190 SW 18 St	500	Above
Broward Cty School Bd.	Mark Alan	754 321-0507	Purchasing Contact		
SBBC School Bus Terminals					
Vehicle Maintenance Department	Dennis James	(954) 812-8601	3895 NW 10 Avenue, Fort Lauderdale, FL 33309	24000	Below
Vehicle Maintenance Department	Tony Verdejo	(954) 850-3725	2300 NW 18 Street Pompano Beach, FL 33062	24000	Below
Vehicle Maintenance Department	Dennis Freemyer	(954) 242-0278	900 South University Drive, Pembroke Pines, FL 33025	24000	Below
Vehicle Maintenance Department	Rudy Beckles	(954) 242-0413	2320 College Avenue, Davie, FL 33317	24000	Below
Vehicle Maintenance Department	Mike Kriegel	(754) 321-4460	20251 Stirling Road, Southwest Ranches, FL 33332	24000	Below
SBBC diesel generators					
Arthur R. Ashe, Jr. Middle (primary public shelter)	Becky Edwards	(754) 321-4750	1701 NW 23 Avenue, Fort Lauderdale, FL 33311	389	
Atlantic Technical Center	Becky Edwards	(754) 321-4750	4700 Coconut Creek Parkway, Coconut Creek, FL 33063	250	
Attucks Middle	Becky Edwards	(754) 321-4750	3500 North 22 Avenue, Hollywood, FL 33020	550	
BECON/Instructional TV (mobile unit)	Becky Edwards	(754) 321-4750	6500 Nova Drive, Davie, FL 33317	150	Above
BECON/Instructional TV (TV tower)	Becky Edwards	(754) 321-4750	4991 SW 28 Street, Hollywood, FL 33023	900	
Boyd Anderson High	Becky Edwards	(754) 321-4750	3050 NW 41 Street, Lauderdale Lakes, FL 33309	1060	
Broadview Elementary	Becky Edwards	(754) 321-4750	1800 SW 62 Avenue, Pompano Beach, FL 33068	75	
Central Park Elementary	Becky Edwards	(754) 321-4750	777 North Nob Hill Road, Plantation, FL 33324	250	
Coconut Creek High	Becky Edwards	(754) 321-4750	1400 NW 44 Avenue, Coconut Creek, FL 33066	366	
Coral Glades High (primary public shelter)	Becky Edwards	(754) 321-4750	2700 Sportsplex Drive, Coral Springs, FL 33065	380	
Coral Park Elementary	Becky Edwards	(754) 321-4750	8401 Westview Drive, Coral Springs, FL 33067	1000	

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Country Hills Elementary	Becky Edwards	(754) 321-4750	10550 Westview Drive, Coral Springs, FL 33076	500	
Country Isles Elementary	Becky Edwards	(754) 321-4750	2300 Country Isles Road, Weston, FL 33326	550	
Cresthaven Elementary	Becky Edwards	(754) 321-4750	801 NE 25 Street, Pompano Beach, FL 33064	250	
Cypress Bay High	Becky Edwards	(754) 321-4750	18600 Vista Park Blvd., Weston, FL 33332	500	
William Dandy Middle	Becky Edwards	(754) 321-4750	2400 NW 26 Street, Fort Lauderdale, FL 33311	370	
Dillard Elementary	Becky Edwards	(754) 321-4750	2330 NW 12 Court, Fort Lauderdale, FL 33311	250	
Dillard High Performing Arts	Becky Edwards	(754) 321-4750	2501 NW 11 Street, Fort Lauderdale, FL 33311	600	
Discovery Elementary	Becky Edwards	(754) 321-4750	8800 NW 54 Court, Sunrise, FL 33351	660	
Charles Drew Elementary	Becky Edwards	(754) 321-4750	1000 NW 31 Avenue, Pompano Beach, FL 33069	250	
Driftwood Middle	Becky Edwards	(754) 321-4750	2751 N 70 Terrace, Hollywood, FL 33024	390	
Blanche Ely High	Becky Edwards	(754) 321-4750	1201 NW 6 Avenue, Pompano Beach, FL 33060	550	
Blanche Ely High Performing Arts	Becky Edwards	(754) 321-4750	1201 NW 6 Avenue, Pompano Beach, FL 33060	550	
Blanche Ely High (new campus wing)	Becky Edwards	(754) 321-4750	1201 NW 6 Avenue, Pompano Beach, FL 33060	700	
Endeavor Primary Learning Center Elementary	Becky Edwards	(754) 321-4750	2701 NW 56 Terrace, Lauderhill, FL 33313	172	
Everglades High (secondary public shelter)	Becky Edwards	(754) 321-4750	17100 SW 48 Court, Miramar, FL 33027	530	
Flamingo Elementary	Becky Edwards	(754) 321-4750	1130 SW 133 Avenue, Davie, FL 33325	119	
Forest Glen Middle	Becky Edwards	(754) 321-4750	6501 Turtle Run Blvd., Coral Springs, FL 33067	500	
Fort Lauderdale High	Becky Edwards	(754) 321-4750	1600 NE 4 Avenue, Fort Lauderdale, FL 33305	500	
Fort Lauderdale High	Becky Edwards	(754) 321-4750	1600 NE 4 Avenue, Fort Lauderdale, FL 33305	525	
Hallandale Elementary	Becky Edwards	(754) 321-4750	900 SW 8 Street, Hallandale Beach, FL 33009	400	
Hawkes Bluff Elementary	Becky Edwards	(754) 321-4750	5900 SW 160 Avenue, Southwest Ranches, FL 33331	450	
Heron Heights Elementary	Becky Edwards	(754) 321-4750	11010 Nob Hill Road, Parkland, FL 33076	500	
Hollywood Central Elementary	Becky Edwards	(754) 321-4750	1700 Monroe Street, Hollywood, FL 33020	300	
Hollywood Hills Elementary	Becky Edwards	(754) 321-4750	3501 Taft Street, Hollywood, FL 33021	390	

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Hollywood Park Elementary	Becky Edwards	(754) 321-4750	901 North 69 Way, Hollywood, FL 33024	180	
James S. Hunt Elementary	Becky Edwards	(754) 321-4750	7800 NW 35 Court, Coral Springs, FL 33065	78	
Indian Ridge Middle (special needs public shelter) (2 each)	Becky Edwards	(754) 321-4750	1355 South Nob Hill Road, Davie, FL 33324	500 (2 each)	
Indian Ridge Middle (should be in the final year of a State of Florida-provided/filled tank after placement)	Becky Edwards	(754) 321-4750	1355 South Nob Hill Road, Davie, FL 33324	5200	
Indian Trace Elementary	Becky Edwards	(754) 321-4750	400 Indian Trace, Weston, FL 33326	250	
William T. McFatter Technical Center	Becky Edwards	(754) 321-4750	6500 Nova Drive, Davie, FL 33317	350	
McNicol Middle (should be in the final year of a State of Florida-provided/filled tank after placement)	Becky Edwards	(754) 321-4750	1602 South 27 Avenue, Hollywood, FL 33020	5200	
Miramar Elementary	Becky Edwards	(754) 321-4750	6831 SW 26 Street, Miramar, FL 33023	270	
Miramar High	Becky Edwards	(754) 321-4750	3601 SW 89 Avenue, Miramar, FL 33025	365	
Mobile Unit (45 kW)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	79	Above
Mobile Unit (80 kW)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	150	Above
Mobile Unit (125kW)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	150	Above
Mobile Unit (140kW)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	200	Above
Mobile Units (300 kW) (3 each)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	400 (3 each)	Above
Mobile Unit (400 kW)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	400	Above
Mobile Unit (1750 kW)	Becky Edwards	(754) 321-4750	7720 West Oakland Park Blvd., Sunrise, FL 33351	2500	Above
Mobile Units (230kW) (3 each)	Becky Edwards	(754) 321-4750	Bad condition. Slated for salvage.	200 (3 each)	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Monarch High (primary public shelter)	Becky Edwards	(754) 321-4750	5050 West Wiles Road, Coconut Creek, FL 33073	366	
New Renaissance Middle (primary public shelter)	Becky Edwards	(754) 321-4750	10701 Miramar Blvd., Miramar, FL 33025	550	
New River Middle (special needs public shelter)	Becky Edwards	(754) 321-4750	3100 Riverland Road, Fort Lauderdale, FL 33312	1100	
North Area Bus Terminal	Becky Edwards	(754) 321-4750	2300 NW 18 Street Pompano Beach, FL 33062	400	
Northeast High	Becky Edwards	(754) 321-4750	700 NE 56 Street, Oakland Park, FL 33334	1475	
Nova Eisenhower Elementary	Becky Edwards	(754) 321-4750	6501 SW 39 Street, Davie, FL 33314	500	
Olsen Middle	Becky Edwards	(754) 321-4750	330 SE 11 Terrace, Dania Beach, FL 33004	500	
Palm Cove Elementary	Becky Edwards	(754) 321-4750	11601 Washington Street, Pembroke Pines, FL 33025	270	
Park Springs Elementary	Becky Edwards	(754) 321-4750	5800 NW 66 Terrace, Coral Springs, FL 33067	250	
Henry D. Perry Middle	Becky Edwards	(754) 321-4750	3400 Wildcat Way, Miramar, FL 33023	560	
Pines Middle	Becky Edwards	(754) 321-4750	200 North Douglas Road, Pembroke Pines, FL 33024	366	
Pompano Beach Middle	Becky Edwards	(754) 321-4750	310 NE 6 Street, Pompano Beach, FL 33060	308	
Quiet Waters Elementary	Becky Edwards	(754) 321-4750	4150 West Hillsboro Blvd., Deerfield Beach, FL 33442	250	
Ramblewood Elementary	Becky Edwards	(754) 321-4750	8950 Shadowood Blvd., Coral Springs, FL 33071	145	
Riverland Elementary	Becky Edwards	(754) 321-4750	2600 SW 11 Court, Fort Lauderdale, FL 33312	250	
Riverside Elementary	Becky Edwards	(754) 321-4750	11450 Riverside Drive, Coral Springs, FL 33071	550	
Rock Island Elementary	Becky Edwards	(754) 321-4750	2350 NW 19 Street, Fort Lauderdale, FL 33311	389	
Safety Department	Becky Edwards	(754) 321-4750	4200 NW 10 Avenue, Fort Lauderdale, FL 33309	4000	
Sanders Park Elementary	Becky Edwards	(754) 321-4750	800 NW 16 Street, Pompano Beach, FL 33060	90	
Sandpiper Elementary	Becky Edwards	(754) 321-4750	3700 Noth Hiatus Road, Sunrise, FL 33351	550	
Sawgrass Springs Middle	Becky Edwards	(754) 321-4750	12500 West Sample Road, Coral Springs, FL 33065	500	
Sea Castle Elementary	Becky Edwards	(754) 321-4750	9600 Miramar Blvd., Miramar, FL 33025	250	
Sheridan Technical Center	Becky Edwards	(754) 321-4750	5400 Sheridan Street, Hollywood, FL 33021	280	
Silver Lakes Middle	Becky Edwards	(754) 321-4750	7600 Tam O'Shanter Blvd., North Lauderdale, FL 33068	137	
Silver Ridge Elementary	Becky Edwards	(754) 321-4750	9100 SW 36 Street, Davie, FL 33328	550	

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Silver Trail Middle (primary public shelter) (2 each)	Becky Edwards	(754) 321-4750	18300 Sheridan Street, Southwest Ranches, FL 33331	500 (2 each)	
South Area Bus Terminal	Becky Edwards	(754) 321-4750	900 South University Drive, Pembroke Pines, FL 33025	500	
South Broward High	Becky Edwards	(754) 321-4750	1901 North Federal Highway, Hollywood, FL 33020	358	
South Plantation High	Becky Edwards	(754) 321-4750	1300 Paladin Way, Plantation, FL 33317	400	
Southwest Bus Terminal (Garage)	Becky Edwards	(754) 321-4750	20251 Stirling Road, Southwest Ranches, FL 33332	2700	
Southwest Bus Terminal (Transportation Building)	Becky Edwards	(754) 321-4750	20251 Stirling Road, Southwest Ranches, FL 33332	3500	
Stirling Elementary	Becky Edwards	(754) 321-4750	5500 Stirling Road, Hollywood, FL 33021	250	
Marjory Stoneman Douglas High	Becky Edwards	(754) 321-4750	5901 Pine Island Road, Parkland, FL 33067	500	
Sunrise Middle	Becky Edwards	(754) 321-4750	1750 NE 14 Street, Fort Lauderdale, FL 33304	450	
Sunset Learning Center (special needs public shelter)	Becky Edwards	(754) 321-4750	3775 SW 16 Street, Fort Lauderdale, FL 33312	350	
Sunset Learning Center (should be in the final year of a State of Florida-provided/filled tank after placement)	Becky Edwards	(754) 321-4750	3775 SW 16 Street, Fort Lauderdale, FL 33312	4100	
Sunshine Elementary	Becky Edwards	(754) 321-4750	7737 W La Salle Blvd., Miramar, FL 33023	315	
J.P. Taravella High	Becky Edwards	(754) 321-4750	10600 Riverside Drive, Coral Springs, FL 33071	500	
Technology and Support Services Center	Becky Edwards	(754) 321-4750	7720 West Oakland Park Blvd., Sunrise, FL 33351	4000	
Technology and Support Services Center Annex	Becky Edwards	(754) 321-4750	7770 West Oakland Park Blvd., Sunrise, FL 33351	194	Above
Tequesta Trace Middle	Becky Edwards	(754) 321-4750	1800 Indian Trace, Weston, FL 33326	500	
Vehicle Maintenance Department (fuel pumps)	Becky Edwards	(754) 321-4750	3895 NW 10 Avenue, Fort Lauderdale, FL 33309	170	

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Vehicle Maintenance Department (Main Office)	Becky Edwards	(754) 321-4750	3895 NW 10 Avenue, Fort Lauderdale, FL 33309	500	
West Broward High	Becky Edwards	(754) 321-4750	500 NW 209 Avenue, Pembroke Pines, FL 33029	500	
West Hollywood Elementary	Becky Edwards	(754) 321-4750	6301 Hollywood Blvd., Hollywood, FL 33024	270	
Westglades Middle (special needs public shelter)	Becky Edwards	(754) 321-4750	11000 Holmberg Road, Parkland, FL 33076	612	
Westpine Middle	Becky Edwards	(754) 321-4750	9393 NW 50 Street, Sunrise, FL 33351	540	
Wilton Manors Elementary	Becky Edwards	(754) 321-4750	2401 NE 3 Avenue, Wilton Manors, FL 33305	250	
Winston Park Elementary	Becky Edwards	(754) 321-4750	4000 Winston Park Blvd., Coconut Creek, FL 33073	250	
K.C. Wright Administration Center	Becky Edwards	(754) 321-4750	600 SE 3 Avenue, Fort Lauderdale, FL 33301	4000	
Virginia Shuman Young Elementary	Becky Edwards	(754) 321-4750	101 NE 11 Avenue, Fort Lauderdale, FL 33301	300	
Walter C. Young Middle and Resource Center	Becky Edwards	(754) 321-4750	901 NW 129 Avenue, Pembroke Pines, FL 33028	580	
Zone 1 Physical Plant Operations (North Area)	Becky Edwards	(754) 321-4750	6501 NW 15 Avenue, Fort Lauderdale, FL 33309	500	
Broward County Sheriff	David Mack	954 497-1440	2001 NW 31 Ave, Lauderdale Lakes	6,000	Below
			3801 NE 5th Ave, Oakland Pk	10,000	Below
			3300 SW 4th Ave., Ft. Lauderdale	3,000	Above
			2200 S.W. 42nd St., Ft. Lauderdale	4,000	Above
			2610 S.W. 40th Ave., West Park	3,000	Above
			MM 35 Alligator Alley Weston	2,500	Above
			11251 SW 49 St., Cooper city	4,000	Below
			928 E. Hillsboro blvd., Deerfield Beach	4,000	Below
			1441 FAU Research Park Blvd., Deerfield Beach	20,000	Below
Coconut Creek	Christine Semeraro	954 956-1584	4800 W Copans Rd.	14,900	Below

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Cooper City, City of	Brad Sicari	954 252-8685	11221 SW 49 St.	4,000	Below
Coral Springs, City of	Tim Planco	954 345-2235	4181 NW 121 Ave, Coral Springs, FL	8,000	Above
			4181 NW 121 Ave, Coral Springs, FL	2,000	Above
	Bill Castelli	954 345-2143	2403 NW 102 Ave., Coral Springs, FL	2,000	Above
	Tony Nelson	954 346-1383	2801 Coral Springs Dr., Coral Springs, FL	20,000	Below
	Eric Beyer	954 345-2195	3800 NW 85 Ave., Coral Springs, FL	10,000	Above
	Eric Beyer	954 345-2195	8365 NW 24 St., Coral Springs, FL	2,000	Above
Dania Beach, City of	Yamil Lobo	954 924-3744 Work	1201 Stirling Rd.	10,000	Below
		754 224-6382 Cell	Water Plant	2,000	Above
Davie, Town of	Mark Siegel	954 797-1249	6915 Orange Dr.	10,000	Below
			1230 Nob Hill Rd.	8,000	Below
			3600 S Flamingo Rd.	3,000	Below
Deerfield Beach, City of	John Rencher	954 420-5568	401 SW 4 St.	12,000	Below
			210 Goolsby Blvd.	16,000	Below
Ft. Lauderdale	Carlos Berriz	954 828-5781	Central: 220 SW 14th Ave. Ft. Lauderdale	18,000	Below
			38th St. 949 NW 38th St., Ft. Lauderdale	18,000	Below
			Lohmyer: 1401 SE 21st St. Ft. Lauderdale	9,000	Above
			Station 53: 220 Executive Airport Way, Ft. Lauderdale	3,490	Below
			Station 54: 3200 NE 32nd St., Ft. Lauderdale	900	Below
Green Acres, City of	Monica Powery	561 642-2039	5800 Melaleuca Lane, City Hall	2,000	Above
	Mike Wilson	561 642-2084	2995 Jog Rd. Public Safety Station 1	2,000	above
Hallandale Beach, City of	John Chidsey, Ops Mgr PV	954 457-3045	630 NW 2nd St.	10,000	Below
	Melanie VeLazques, Warehouse	954 457-1613			
Hollywood, City of	Steve Letteri	954 967-4555	1600 S Park Rd.	10,000	Below
	Steve Salafrio	954 921-3260	1112 N Ocean Dr.	500	Above
Lauderdale Lakes, City of	Robin Soodeen	954 535-2758	Public Works	1,000	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
			Fire Station	500	Above
			City Hall/Police	500	Above
Lauderhill, City of	Mike LaRoche	954 790-2966	1919 NW 55 Ave.	4,000	Below
Margate, City of	Joe Kavanagh	954 972-8126	102 Rock Island Road	10,000	Below
	Joe Kavanagh	954 972-8126	5790 Margate Blvd.	1,500	Above
	Joe Kavanagh	954 972-8126	6009 NW 10 St	1,500	Above
	Sean McFarland	954 972-0828	980 NW 66 Ave.	2 x 5,000	Above
	Sean McFarland	954 972-0828	5650 NW 29 St.	1,000	Above
	Wendell Wheeler	954 972-0828	6630 NW 9 St.	2 x 12,000	Above
	Wendell Wheeler	954 972-0828	901 NW 66 Ave.	1,200	Above
Miami, City of	Junaid Akhter	305 329-4894	1390 NW 20 St	2 x 15,000	Above
Miami Gardens, City of	Dan Perez	305 474-1488	1020 NW 163 Dr.	2,000	Above
	Timmye Allen	954 265-5810	18541 NW 27th Ave	5,000	Above
Miramar, City of	Robert Samuel	954 548-0460	13900 Pembroke Rd.	10,000	Above
		or 954 883-5824	13900 Pembroke Rd.	6,000	Below
			13900 Pembroke Rd.	10,000	Above
			13900 Pembroke Rd.	3,000	Above
N Miami, City of	Clifford Taylor	305 895-9879	1855 NE 142 St.	3 x 10000	Below
N Palm Beach, Village of	Chief JD Armstrong	561 882-1141	560 US Hwy 1	500	Above
	Capt. Andrew Lezza	561 841-3319			
	Dennis Nentwick	561 644-5311	645 prosperity Farms Rd	4,000	below
Palm Beach County School District	Morris Simpson	561 434-8172	3376 Summit Blvd., W Palm Beach	3x 20,000	
			7071 Garden Rd, Riviera Beach	20,000	
			1302 SW 30th Ave, Boynton Beach	2 x 10,000	
			1901 NW 16th St, Belle Glade	2 x 10,000	
			420 Business Pkwy, Royal Palm Beach	4 x 5,000	

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Palm Beach, Town of	Stephanie Mavigliano	561 227-6430	FS #1 355 S County Rd.	6,000	below
			FS #2 300 S County Rd.	6,000	below
			FS #3 2185 S County Rd.	1,000	Above
	Billy Loihle	561 533-1170	Par 3 Golf Course 2345 S Ocean Blvd.	4,000	below
	Loretta Mellon	561 227-7044	Pinewalk #1 Cocoanut row	1,000	
			1279 Skees Road	500	
Pembroke Park, Town of	Todd Larson	954 966-4600 ext 2	Coca Cola List Station 3350 Pembroke Rd	500	
			Stormwater Carolina St, 2156 S Park Rd	2,000	
			Stormwater 24th St., 2400 S Park Rd	500	
			Master Lift Station, 2700 S Park Rd	500	
			Watkins Elem Sch, 5500 SW 52 Ave	500	
			Peninsula, 5000 W Hallandale Bch Blvd	500	
			Town Hall Portable Attached, 3150 SW 52 Ave	200	
			Town Hall Portable Back, 3150 SW 52 Ave	500	
			Stormwater 25 St, 2500 S Park Rd		
Pembroke Pines, City of	Christina Sorensen	954 437-1111			
Pompano Beach	Mark Stevens	954 786-4109	1190 NE 3rd Ave.	2 x 12,000	Below
Riviera Beach, City of	Dante Wright	561 845-4141	2391 Avenue L	15,000	Below
Sunrise, City of	Jim Dolan	954 572-2424	4350 Springtree Dr.	2 x 15,000	Above
			4350 Springtree Dr.	10,000	Above
	Karl Thompson	954 888-6003	14150 NW 8 St.	2 x 12,000	Above
			14150 NW 8 St.	10,000	Above
			14150 NW 8 St.	10,000	Below
	Hugo Alagic	954 434-6900	15400 Water Mill Rd., Davie	3,000	
	Steve Kane	954 572-2290	8150 Springtree Dr.	15,000	
	Hameed Khan		Public Safety Complex, 10440 W Oakland Park Bl	10,000	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
	Audrey Burley	954 577-1145	5580 NW 108th Ave. Fueling Facility	15,000	below
	Alex Mendoza	954 746-3295	City Hall 10770 W Oakland Park Blvd.	3,000	above
	Steve Kane	954 747-4633	8150 Springtree Dr.	250	Above
	Jason Rivera	954 572-2385	3001 NW 104 Terrace	1,000	Above
	Jason Rivera	954 572-2393	14201 NW 2nd St. (Pump Station #8)	5,000	above
Tamarac, City of	Vince Sciacca	954 597-3730	PSAC Complx 6011 Nob Hill Rd.	10,000	Below
	John Engwiller	954 597-3727	PSAC Complex 6001 Nob Hill Rd.	1,000	Above
			FS 15, 6000 Hiatus Rd.	3,000	Above
			FS 41, 7501 NW 88 Ave.	1,000	Above
			FS 78, 4801 N Comm. Blvd.	500	Above
			City Hall 7525 NW 88 Ave.	1,000	Above
			BSO 7515 NW 88 Ave.	1,000	Above
			Pump Sta. East 6601 Southgate Blvd	2,000	Above
			Pump Sta. Central 8801 Southgate Blvd.	2,000	Above
			Pump Sta. West 10801 Southgate Blvd.	2,000	Above
	John Fletcher	954 597-3777	Water Treatment Plant, 7803 61st St.	6,000	Above
			7750 NW 100 Ave.	2,000	Above
			4191 W Commercial Blvd.	1,000	Above
Weston, City of	Karl Thompson	954 385-2600	2599 S Post Rd.	10,000	Below
Wilton Manors, City of	David Archacki	954 390-2190	2100 N Dixie Hwy.	5,000	Above



Title - TR12922 - Amendment 1 to Lease Agreement with Ramada Plaza

A Resolution of the City Commission of the City of Tamarac, Florida, approving and authorizing the appropriate City Officials to execute the First Amendment to the lease agreement with VL Bldg. West DBA Ramada Plaza extending the lease term for the City's 800 MHz radio antenna site located at 5100 N. State Road 7, Fort Lauderdale, FL; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

Citywide

ATTACHMENTS:

Description	Upload Date	Type
▣ TR 12922 Staff Report	3/9/2017	Cover Memo
▣ TR12922 Resolution	3/10/2017	Resolution
▣ TR 12922 Exhibit 1	3/9/2017	Exhibit
▣ TR 12922 Exhibit 2	3/9/2017	Exhibit

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
INFORMATION TECHNOLOGY DEPARTMENT

TO: Michael C. Cernech
City Manager

DATE: March 9, 2017

FROM: Levent Sucuoglu
Director of Information
Technology

RE: TR 12922 – First Amendment to
Extend Lease Term

Recommendation:

Place temporary resolution 12922 on the March 22, 2017 Commission Meeting Agenda for approval of proposed First Amendment to Lease Agreement with VL Buildings, DBA Ramada Plaza (Ramada Plaza), to extend the term of the agreement for four (4) additional five (5) year terms for a total of twenty (20) years.

Issue:

Existing 15 Year lease agreement with Ramada Plaza For the City's 800 MHz Radio Antenna Site located at 5100 North State Road 7, Fort Lauderdale, FL 33319 will end in May 2017.

Background:

City Commission approved a lease agreement attached hereto as Exhibit 1 with Ramada Plaza in May 2002 for rooftop space to locate one of the City's three 800 MHz Radio Antenna sites. These sites enable radio communications for the City's Non-Emergency services such as Public Services, Code Enforcement and Parks & Recreation.

The annual lease amount in 2002 was set at \$720.

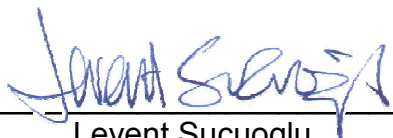
Proposed Amendment 1 attached hereto as Exhibit 2 would:

- Extend the term of the lease agreement for four (4) additional five (5) year terms for a total extension of twenty (20) years.

I recommend approval of Amendment 1 with the above revision.

Financial Impact:

Funding for this lease agreement has been provided in account number 001-8100-513.44-02 in the amount of \$800



Levent Sucuoglu

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2017-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE FIRST AMENDMENT TO THE LEASE AGREEMENT WITH VL BLDG. WEST DBA RAMADA PLAZA EXTENDING THE LEASE TERM FOR THE CITY'S 800 MHZ RADIO ANTENNA SITE LOCATED AT 5100 N. STATE ROAD 7, FORT LAUDERDALE, FL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 8, 2002, The City Commission approved R2002-120 attached hereto as Exhibit 1 for a fifteen (15) year lease agreement with VL Bldg. DBA Ramada Plaza (Ramada Plaza), for rooftop space to establish an 800 MHz radio antenna site at a cost of \$60 per month; and

WHEREAS, the existing lease agreement with Ramada Plaza will expire on May 7, 2017; and

WHEREAS, The Lessor is proposing Amendment 1 attached hereto as Exhibit 2 allowing automatic extension of the lease term for four (4) additional five (5) year terms, for a total extension of twenty (20) years, at an annual lease amount of \$720; and

WHEREAS, Director of Information Technology recommends approval; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interests of the citizens and residents of the City of Tamarac to approve and to authorize the appropriate City Officials to execute Amendment 1 to Lease Agreement with Ramada Plaza to amend the expiration of the existing lease agreement and extend automatically for four (4) additional five (5) year terms, for a total extension of twenty (20) years, at an annual lease amount of \$720.

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

SECTION 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution. All exhibits referenced herein are incorporated and made a specific part of this resolution.

SECTION 2: Amendment 1 to the Lease Agreement with Ramada Plaza to amend the expiration of the existing lease agreement and extend automatically for four (4) additional five (5) year terms, for a total of twenty (20) years, at an annual lease amount of \$720 is hereby approved and the appropriate City Officials are hereby authorized to execute Amendment 1.

SECTION 3: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 5: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this day of , 2017.

HARRY DRESSLER
MAYOR

ATTEST:

PATRICIA TEUFEL, CMC
CITY CLERK

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

SAMUEL S. GOREN
CITY ATTORNEY

CITY OF TAMARAC, FLORIDA
RESOLUTION NO. R-2002-120

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A LEASE AGREEMENT WITH VL BUILDING WEST DBA RAMADA PLAZA RESORT FOR AN ANTENNA SITE ON THE RAMADA PLAZA RESORT BUILDING FOR THE CITY'S RADIO COMMUNICATION SYSTEM FOR A PERIOD OF FIVE YEARS WITH TWO ADDITIONAL FIVE YEAR RENEWAL OPTIONS AT A COST OF \$60 PER MONTH; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, since 1989, the City has maintained an antenna on the roof of the Ramada Plaza Resort building as part of the FCC's license requirements and to provide radio communications coverage in the area; and

WHEREAS, the lease agreement for the antenna site has expired; and

WHEREAS, the property is now owned and operated by VL Building West DBA Ramada Plaza Resort; and

WHEREAS, it is the recommendation of the Director of Information Technology to execute the lease agreement with VL Building West DBA Ramada Plaza Resort to maintain the City's FCC license and radio communication system; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to

execute the lease with VL Building West DBA Ramada Plaza Resort to maintain the City's FCC license and radio communication system.

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

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.


SECTION 2: The appropriate City officials are hereby authorized to execute the lease agreement with VL Building West DBA Ramada Plaza Resort to maintain the City's FCC license and radio communication system for a term of five (5) years with two (2) additional five (5) year renewal options at a cost of \$60 per month with a maximum of 10% increase during the entire lease period, attached hereto as Exhibit 1.

SECTION 3: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

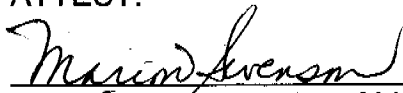
SECTION 4: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 5: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED, AND APPROVED this 8th day of May, 2002.


JOE SCHREIBER
MAYOR

ATTEST:


MARION SWENSON, CMC
CITY CLERK

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


MITCHELL S. KRAFT
CITY ATTORNEY

RECORD OF COMMISSION VOTE:

MAYOR SCHREIBER Aye
DIST 1: V/M. PORTNER Aye
DIST 2: COMM. MISHKIN Excused
DIST 3: COMM. SULTANOF Aye
DIST 4: COMM. ROBERTS Aye

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered in this 8 day of MAY, 2002, by and between the City of Tamarac, a municipal corporation of the State of Florida, hereinafter referred to as "CITY" and VL Bldg. West DBA Ramada Plaza Resort, located at 5100 N. State Road 7, Fort Lauderdale, Florida 33319, hereinafter referred to as "RAMADA".

WITNESSETH

WHEREAS, the City Commission of the City of Tamarac determines that it is in the public interest to lease space from RAMADA, to be used by CITY for the installation of communication antennas, and equipment pertaining thereto, and

WHEREAS, an efficient communication system is a vital part of the services provided to the residents by the City of Tamarac.

NOW THEREFORE, it is mutually agreed by and between the parties to this Lease Agreement as follows:

1. PROPERTY

RAMADA does hereby agree to lease to CITY a portion of the rooftop of the Ramada Plaza Resort located at 5100 N. State Road 7, Fort Lauderdale, Broward County, Florida 33319. The legal description of said premises is as follows:

Parcel A, "Leder" Subdivision, as recorded in Platbook 79, Page 25 of the Public Records of Broward County.

2. RENT

The CITY agrees to pay RAMADA Sixty and no/100-- Dollars (\$60.00) per antenna, per month, as total rent for the above described property. Rent shall be payable in monthly installments due on the 1st day of each month. Payments shall commence beginning JUNE 1, 2002 and continue until the expiration or termination of this lease as elsewhere provided for herein. The number of antennas which CITY intends to place on RAMADA's roof is 1 (one) in accordance with the plan specified in Exhibit "A" attached hereto.

3. NOTICE

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses.

CITY

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

With a copy to the City Attorney at the same address.

CONTRACTOR

Gerry Verrillo
VL Building West DBA Ramada Plaza Resort
5100 N. State Road 7
Fort Lauderdale, Florida 33319

4. **ADDITIONAL ANTENNAS AND EQUIPMENT**

CITY shall have the right to affix additional antennas to the leased premises during the term of the lease. Before affixing additional antennas and equipment, CITY shall be required to obtain the written consent of RAMADA. RAMADA reserves the right to withhold consent for additional antennas at its sole discretion.

5. **EQUIPMENT TO REMAIN PROPERTY OF CITY**

All antennas so affixed during the term of this Lease Agreement and all equipment pertaining thereto shall remain the property of CITY.

6. **LOCAL, STATE AND FEDERAL REGULATIONS**

CITY shall ensure that all installations and locations of antennas and equipment pertaining thereto shall comply with all Federal, State and Local government regulations.

7. **WARRANTIES**

CITY shall ensure that the installation and use of the antennas and equipment pertaining thereto shall not interfere with the transmission or reception of radio, television or telephone signals or equipment of any existing tenant or future tenant of RAMADA. Upon termination of this lease, CITY shall remove the antennas at its own expense and CITY shall make any repairs necessary to restore premises to the same conditions present at the commencement of this lease.

8. **UTILITIES**

RAMADA agrees to provide, at its expense, electrical facilities and outlets of 110 volts AC power for the operation of CITY's equipment, which is to be wired to receptacles adjacent to CITY's equipment with each receptacle on a separate 20 AMP circuit breaker. CITY specifically acknowledges that CITY and/or its agents have inspected existing electrical service and that said electrical service conforms with the requirements of this paragraph.

9. MAINTENANCE

CITY shall not be responsible for maintaining any part of the leased premises and the maintenance requirements of painting the interior or exterior of the structure or placement of light bulbs, lighting equipment, electrical outlets, or any maintenance of any kind pertaining to the roof shall remain the sole responsibility of RAMADA. CITY will be responsible for the repair of any damage to RAMADA property, which occurs as a result of the installation or repair of CITY's equipment. CITY shall be responsible for the installation, maintenance, repair or removal of all equipment installed by CITY under the terms of this agreement.

10. INSURANCE

CITY shall provide a statement to RAMADA from its Risk and Safety Officer stating that CITY is insured up to the statutory limits set forth in 768.28, Florida Statutes, or its successor. It is agreed that CITY's liability shall be limited to said statutory amounts.

11. AMENDMENTS

This agreement shall be amended only by the proper execution of a written document of equal dignity hereto previously approved by both parties.

12. ASSIGNMENTS

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

13. VENUE

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

14. WAIVER

Failure or delay on the part of CITY or RAMADA to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

15. CONDITIONS PRECEDENT AND EARLY TERMINATION

The parties acknowledge that the purpose of this Lease is to allow CITY to engage in the receiving and broadcasting of certain radio signals in the ongoing conduct of CITY operations. In the event CITY is unable to maintain all required Federal, State, County and/or Municipal licenses necessary, CITY's obligation to pay rent hereunder and RAMADA's obligation to lease their premises shall terminate upon notification to RAMADA by CITY within thirty (30) days written notice.

16. SECURITY

RAMADA agrees to provide reasonable security for CITY's equipment on or about the lease premises.

17. IMPOSSIBILITY TO PERFORM

If the leased property becomes untenable due to fire or other casualty or CITY is prohibited from using same for the purposes specified herein because of Federal, State or Local regulations now or hereinafter in force, or if the lease premises become unfit or undesirable for radio communications due to causes beyond the control of CITY, CITY may terminate this Lease upon thirty (30) days written notice.

18. ACCESS TO LEASE PREMISES

CITY, its employees, sub-contractors or sub-lessees, shall have the right of ingress and egress to the leased premises upon reasonable notice and at reasonable times except in the event of any emergency.

19. OPTION TO RENEW

RAMADA hereby grants CITY an option to renew this Lease Agreement for two (2) additional periods of five (5) years each, with the same terms and conditions except for rent. With regard to rent, the parties may renegotiate said rent during the last ninety (90) days of the initial period of the Lease. Additionally, should the first five year option be exercised, the rent shall be renegotiated within the last ninety (90) days of said five year period. In no event shall the rent as renegotiated exceed the initial rental amount plus ten percent (10%).

20. TERMINATION

Either party may terminate this Lease for any reason whatsoever upon thirty (30) days written notice to the other party.

21. TERM

The term of this Lease Agreement shall be for a period of five (5) years commencing on MAY 8, 2002.

22. PRIOR NEGOTIATIONS

This Lease Agreement constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements made in connection with the subject matter set forth herein.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, through its Mayor and VL Building West DBA Ramada Plaza Resort signing by and through Gerry Verrillo duly authorized to execute same.

CITY OF TAMARAC



Joe Schreiber, Mayor

5/13/02

Date



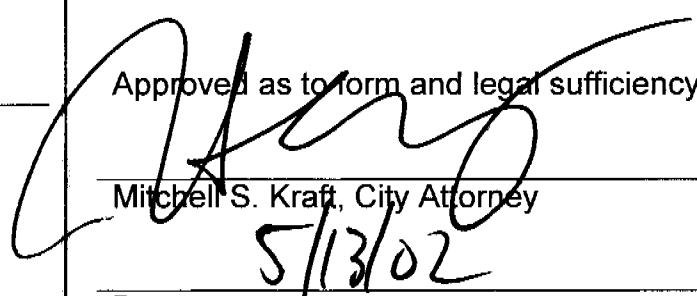
Jeffrey L. Miller, City Manager

5-13-02

Date

Date

Approved as to form and legal sufficiency:

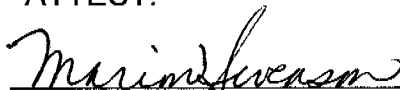


Mitchell S. Kraft, City Attorney

5/13/02

Date

ATTEST:



Marion Swenson, CMC
City Clerk

5/13/02

Date

ATTEST:

(Corporate Secretary)

Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

**VL BUILDING WEST DBA RAMADA
PLAZA RESORT**

Company Name



Signature of President/Corporate Officer

Gerry Verrillo

Type/Print Name of President/Corporate
Officer

21 March 02

Date

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA :
COUNTY OF Broward :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Gerry Verrillo, (title) of VL Building West DBA Ramada Plaza Resort, a Florida Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 21 day of March, 2002

Karen M. Greto
Signature of Notary Public

State of Florida at Large



Print, Type or Stamp
Name of Notary Public

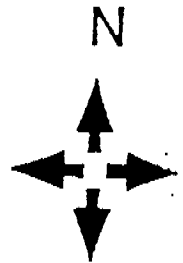
☒ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

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

EXHIBIT A

5100 N. STATE ROAD 7
FT. LAUDERDALE, FLORIDA



NORTH PARKING AREA

elev.
equip.
room

Motorola receiver & 10' high
Antenna attached to elevator
Telephone outlets at same.

Roof
Hatch

LOW ROOF

HIGH ROOF

PATIO AREA

FIRST AMENDMENT TO LEASE AGREEMENT

This FIRST Amendment to LEASE AGREEMENT (the "**Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between CITY OF TAMARAC, a Florida municipal corporation ("**Lessee**") and VL Bldg. West DBA Ramada Plaza Resort ("**Lessor**") (collectively, the "**Parties**").

Lessor and Lessee (or their predecessors-in-interest) entered into that certain LEASE AGREEMENT dated May 8, 2002 (the "**Agreement**") regarding Lessor's leased area ("**Premises**") located at the rooftop of Ramada Plaza Resort located at 5100 N. State Road 7, Fort Lauderdale, Florida 33319 (the "**Property**"). This Amendment together with the Agreement shall collectively be known as the "**Agreement**".

NOW, for good and valuable consideration, Lessor and Lessee agree as follows:

1. The Agreement is in full force and effect and neither Lessor nor Lessee is in breach under the terms of the Agreement.
2. At the expiration of the Agreement, the Term of the Agreement will automatically be extended for four (4) additional and successive five (5) year terms (each a "**Renewal Term**"), provided, that Lessee may elect not to renew by providing Lessor thirty (30) days' notice prior to the expiration of the then current Renewal Term.
3. At the commencement of the first Renewal Term provided for in this Amendment, Lessee shall pay Lessor an annual rent totaling seven hundred and twenty, paying sixty and 00/100 Dollars (\$60.00) per month ("**Rent**") in advance, by the fifth day of each month.
4. For delivery of any and all notices, requests, demands and other communications Lessee hereby amends and designates the following address for delivery to Lessee.

To:

LESSOR

VL Building West DBA Ramada Plaza Resort
5100 N. State Road 7
Fort Lauderdale, FL 33319
Attn: Gerry Verrillo

LESSEE

City of Tamarac
7525 NW 88 Avenue
Tamarac, Florida 33321
Attn: City Manager

With a copy to the City Attorney at
the following address:
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., St 200
Fort Lauderdale, FL 33308

5. To the extent any provision contained in this Amendment conflicts with the terms of the Agreement, the terms and provisions of this Amendment shall control.
6. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic copies of this Amendment will legally bind the parties to the same extent as originals.
7. Each of the Parties represents and warrants that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment.

IN WITNESS, the parties execute this Amendment as of the Effective Date.

Lessor:

VL Building West DBA Ramada Plaza Resort

By: _____

Print Name: _____

Title: _____

Date: _____

Lessee:

City of Tamarac

By: _____

Print Name: Michael C. Cernech

Title: City Manager

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____



Title - TR12910 - Awarding Bid 16-24RB Sports Complex LED Lighting

A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No. 16-24RB to and approving an agreement with Electrical Contracting Service, Inc. for the Sports Complex Walkway LED Project, in accordance with Bid No. 16-24RB for a contract amount not to exceed \$119,000.00; a contingency in an amount of \$11,900.00 will be added to the project account, for a total project budget of \$130,900.00; authorizing an expenditure from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):


District 3

ATTACHMENTS:

Description	Upload Date	Type
▣ TR 12910 Memo	3/7/2017	Cover Memo
▣ TR12910 Resolution Revised	3/16/2017	Resolution
▣ TR 12910 Exhibit 1	3/6/2017	Exhibit
▣ TR 12910 Exhibit 2	3/7/2017	Exhibit
▣ BACK-UP RFP 16-24RB	3/6/2017	Backup Material

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
PUBLIC SERVICES DEPARTMENT**

TO: Michael C. Cernech, City Manager DATE: March 6, 2017

**THRU: Jack Strain, Public Services
Director** 

**FROM: Troy Gies, Budget and Contracts
Manager** 

**RE: Sports Complex LED Lights,
Temp. Reso. # 12910, March 22,
2017 Commission Meeting**

Recommendation:

I recommend that the City Commission authorize the appropriate City Officials to award Bid No. 16-24RB and execute an Agreement with Electrical Contracting Service, Inc. for the replacement of the lights on the walkway at the Tamarac Sports Complex located at 9901 N.W. 77th Street, respectively, in an amount not to exceed \$119,000.00; a contingency in the amount of \$11,900.00 (10% of the contract cost) will be added to the Project Account for a total project budget of \$130,900.00; and that this item be placed on the March 22, 2017 Commission Meeting Agenda.

Issue:

The award of Bid No. 16-24RB to Electrical Contracting Service, Inc. for the replacement of the lights on the walkway at the Tamarac Sports Complex.

Background:

Timely repair, maintenance, and upkeep of the lighting systems are essential in maintaining the integrity and useful life of the facilities. Proper lighting of the walkways prevents accidents and provides a safe pathway around the facilities preventing unnecessary liability.

The City of Tamarac advertised Bid No. 16-24RB on November 17, 2016, which included replacement of the existing lights along the walkway at the Tamarac Sports Complex. Bids were opened on January 17, 2017. Responses were received from one (1) vendor (see bid tabulation below). Upon review of the submittal, it was determined that Electrical Contracting Service, Inc. was the lowest responsible responsive bidder.

It should be noted, that Bid No. 16-24B was originally published on June 24, 2016, and two (2) submittals were received and reviewed on September 20, 2016. Upon reviewing and performance of due diligence on the submittals, staff had concerns regarding the project budget. Therefore, the specifications were changed and the revised Bid No. 16-24RB was subsequently published as noted above.

Below is a summary bid tabulation (for more details see Exhibit 1 to TR12910).

16-24RB Sports Complex LED Lights

Electrical Contracting Service, Inc.	\$119,000.00

Contract Summary:

Scope of Project: Sports Complex LED Lights

Type of Project: Construction

Contract Cost: \$ 119,000.00 Bid Cost

Term/Completion: Completion within 90 calendar days from City's Notice to Proceed.

Risk Mitigation: Performance and Payment Bonds @ 100% of value in effect for up to one (1) year after completion and acceptance.

Liquidated Damages: \$200 per day for each day project not completed after scheduled completion date.

Fiscal Impact:

The Sports Complex LED Lights Project was included in the FY 2014 General Capital Project Budget; and funding is available within Project No. GP14E, in Account No. 310-7002-572.63-03.

Per Bid 16-24RB, the contract amount not to exceed \$119,000.00, a contingency in the amount of \$11,900.00 (10% of the contract cost) will be added to the project account, for a total project budget of \$130,900.00. Although no significant issues are anticipated, the contingency is reasonable considering the nature of the project. The construction may result in work beyond the original scope and the contingency would allow for the timely and safe conclusion of the project. Expenditure of the contingency would require approval of the City Manager.

Commission District 3

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2017_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDED BID NO. 16-24RB TO AND APPROVING AN AGREEMENT WITH ELECTRICAL CONTRACTING SERVICE, INC. FOR THE SPORTS COMPLEX WALKWAY LED PROJECT, IN ACCORDANCE WITH BID NO. 16-24RB FOR A CONTRACT AMOUNT NOT TO EXCEED \$119,000.00; A CONTINGENCY IN AN AMOUNT OF \$11,900.00 WILL BE ADDED TO THE PROJECT ACCOUNT, FOR A TOTAL PROJECT BUDGET OF \$130,900.00; AUTHORIZING AN EXPENDITURE FROM THE APPROPRIATE ACCOUNTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac is committed to meeting the Strategic Goal to provide a Strong Economy in a Healthy Environment through developing environmental initiatives; and

WHEREAS, the City is continuously seeking opportunities for environmentally friendly and economically advantageous projects; and

WHEREAS, the City desires to install LED lighting, high energy-saving lighting fixtures, by changing out and retrofitting street and parking lighting; and

WHEREAS, on November 17, 2016, the City of Tamarac published Bid No. 16-24RB for the Sports Complex Walkway LED Project, a copy of the Bid is incorporated herein by reference and on file in the Office of the City Clerk; and

WHEREAS, on January 17, 2017, the City received and opened one (1) submittal in response to Bid No. 16-24RB, with Electrical Contracting Service, Inc. being

the lowest responsive responsible bidder, a bid tabulation is hereto attached as "Exhibit 1"; and

WHEREAS, Electrical Contracting Service, Inc. possesses the required knowledge and experience for the Sports Complex Walkway LED Project and has agreed to the Terms and Conditions, Special Conditions, and Technical Specifications of Bid No. 16-24RB; and

WHEREAS, it is the recommendation of the Director of Public Services, the Director of Financial Services, and the Purchasing and Contracts Manager that the appropriate City Officials award Bid No. 16-24RB and execute an Agreement with Electrical Contracting Service, Inc., for the Sports Complex Walkway LED Project attached hereto as Exhibit "2"; and

WHEREAS, the City Commission of the City of Tamarac, deems it to be in the best interest of the citizens and residents of the City of Tamarac to award Bid No. 16-24RB and execute an Agreement with Electrical Contracting Service, Inc., for the Sports Complex Walkway LED Project at a contract cost not to exceed \$119,000.00, and a contingency in the amount of \$11,900.00, for a total project budget of \$130,900.00.

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

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this

Resolution upon adoption hereof. All Exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

SECTION 2: The City Commission HEREBY awards Bid No. 16-24RB to Electrical Contracting Service, Inc. and approves an Agreement between the City of Tamarac and Electrical Contracting Service, Inc. ("the Agreement") and the appropriate City Officials are hereby authorized to execute the Agreement, hereto attached as "Exhibit 2", to provide for the Sports Complex Walkway LED Project.

SECTION 3: An expenditure for a contract cost not to exceed \$119,000.00, and a contingency in the amount of \$11,900.00, for a total project budget of \$130,900.00, for said purpose is hereby approved.

SECTION 4: Funding for the Sports Complex Walkway LED Project for a contract cost not to exceed \$119,000.00, and a contingency in the amount of \$11,900.00, for a total project budget of \$130,900.00 in Project No. GP14E in the General Capital Project Fund.

SECTION 5: The City Manager or his designee is hereby authorized to approve and initiate Change Orders in amounts not to exceed \$65,000.00 per Section 6-147 of the City Code, and close the contract award, which includes, but is not limited to making final payment and releasing bonds per Section 6-149 of the City Code, when the work has been successfully completed within the terms, conditions and pricing of the agreement.

SECTION 6: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: If any clause, section, other part or application of this

Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 8: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2017.

Harry Dressler
MAYOR

ATTEST:

Patricia Teufel, CMC
CITY CLERK

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

SAMUEL S. GOREN
CITY ATTORNEY

16-24RB - Rebid Sports LED Lighting Complex Complete Bid Tab				
ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	Electrical Contracting Service, Inc.
1	LUMP SUM BASE BID PRICE for the acquisition and installation of LED's. Please give a price to trench conduit include in your cost to repair asphalt and grass area's	LS	1	\$ 119,000.00
2	LUMP SUM BASE BID PRICE for all conduits will be bored underground to prevent damage to asphalt and grass areas.	LS	1	\$ 119,000.00
3	LUMP SUM BASE BID PRICE for the acquisition and installation of Color changing LED's. Please give a price to trench conduit include in your cost to repair asphalt and grass areas	LS	1	\$ 139,000.00



Senior Procurement Officer

1/18/2017

Andrew J. Rozwadowski

SPORTS COMPLEX WALKWAY LED PROJECT
BETWEEN THE CITY OF TAMARAC
AND
ELECTRICAL CONTRACTING SERVICE, INC.

THIS AGREEMENT is made and entered into this ____ day of _____, 2017 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and ELECTRICAL CONTRACTING SERVICE, INC., a Florida corporation with principal offices located at 2375 WEST 77 STREET HIALEAH, FL 33016 (the "Contractor") to provide for SPORTS COMPLEX WALKWAY LED PROJECT.

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

1) The Contract Documents

The Contract Documents consist of this Agreement, Bid Document No. 16-24RB – SPORTS COMPLEX WALKWAY LED PROJECT, including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid No. 16-24RB as issued by the City, and the Contractor's Proposal, Bid No. 16-24RB as issued by City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other Contract Documents, this Agreement shall prevail.

2) The Work

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

2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to complete the scope of work, as outlined in the contract documents.

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

2.1.3 Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior

to any schedule change with the exception of changes caused by inclement weather.

- 2.1.4** Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3) Insurance

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

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

4) Time of Commencement and Substantial Completion

4.1 The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than **Ten (10)** days after the date that Contractor receives the City's Notice to Proceed. The work shall be completed within **Ninety (90)** calendar days from Contractor's receipt of City's Notice to Proceed subject to any permitted extensions of time under the Contract Documents. The work under this agreement shall be substantially complete (i.e. Substantial Completion) within **Sixty (60)** calendar days from issuance of the City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. Final Completion shall be within 30 calendar days from the date of substantial completion, subject to any permitted extensions of time under the Contract Documents. For the purposes of this Agreement, substantial completion shall mean the project is sufficiently complete in accordance with the Contract Documents so that the project can be occupied or used for its intended purpose, void of any safety concerns. For the purposes of this Agreement, final completion shall mean the issuance of final payment.

4.2 During the pre-construction portion of the work hereunder, the parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained by the City in accordance with the Schedule included in the Contract Documents. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the parties hereto, and such delays are the result of force majeure or are otherwise outside of the control of either party hereto, then the parties shall agree on an equitable extension of the time for substantial completion hereunder and any resulting increase in general condition costs.

5) Contract Sum

The Contract Sum for the above work is One Hundred Nineteen Thousand Dollars and Zero cents (\$119,000.00).

6) Payments

Payment will be made monthly for work that has been completed, inspected and properly invoiced. A retainage of ten percent (10%) will be deducted from monthly payments until 50% of the project is complete. Retainage will be reduced to five percent (5%) thereafter. Retainage monies will be released upon satisfactory completion and final inspection of the work. Invoices must bear the project name, project number, bid number and purchase order number. City has up to thirty (30) days to review, approve and pay all invoices after receipt. The Contractor shall invoice the City and provide a written request to the City to commence the one (1) year warranty period. All necessary Releases of Liens and Affidavits and approval of Final Payments shall be processed before the warranty period begins. All payments shall be governed by the Florida Prompt Payment Act, F.S., Part VII, Chapter 218.

7) Remedies

7.1 Damages: The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.

7.2 Correction of Work: If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City shall be the sole judge of non-conformance and the quality of workmanship.

8) Change Orders

8.1 Without invalidating the contract, without any monetary compensation, and without notice to any surety, the City reserves and shall have the right to make increases, decreases or other changes to the work as may be considered necessary or desirable to complete the proposed construction in a satisfactory manner. The Contractor shall not start work pursuant to a change order until the change order setting forth the adjustments is approved by the City, and executed by the City and Contractor. Once the change order is so approved, the Contractor shall promptly proceed with the work. All Change Orders shall include overhead and profit, not to exceed five percent (5%) and five percent (5%) respectively.

8.2 The Contract Price constitutes the total compensation (subject to authorized adjustments, if applicable) payable to the Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at Contractor's expense without change in the Contract Price or Time except as approved in writing by the City.

8.3 The Contract Price and/or Time may only be changed by a Change Order. A fully executed change order for any extra work must exist before such extra work is begun. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. The amount of the claim with supporting data shall be delivered (unless the City allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.

8.4 The Contract Time may only be changed by a Change Order. A fully executed change order must exist prior to extension of the contract time.

8.5 Any claim for an extension of the Contract Time shall be based on written notice delivered by the party making the claim to the other party no later than fifteen (15) days

after the occurrence of the event giving rise to the claim. Notice of the extent of the claim shall be delivered with supporting data and stating the general nature of the claim. Contractor hereby agrees to waive rights to recover any lost time or incurred costs from delays unless Contractor has given the notice and the supporting data required by this Paragraph.

8.6 Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the Contractor can clearly demonstrate that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of delay, available to absorb specific delays and associated impacts is used.

8.7 In the event satisfactory adjustment cannot be reached by the City and the Contractor for any item requiring a change in the contract, and a change order has not been issued, the City reserves the right at its sole option to terminate the contract as it applies to these items in question and make such arrangements as the City deems necessary to complete the work. The cost of any work covered by a change order for an increase or decrease in the contract price shall be determined by mutual acceptance of a Guaranteed Maximum Price by the City and Contractor. If notice of any change in the contract or contract time is required to be given to a surety by the provisions of the bond, the giving of such notice shall be the Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City. Failure of the Contractor to obtain such approval from the Surety may be a basis for termination of this Contract by the City.

9) No Damages for Delays

ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE AGREEMENT. EXCEPT AS PROVIDED HEREIN, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the construction cost or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of City or its agents. In addition, if Contractor is delayed at any time in the progress of the Work by an act or neglect of the City's employees, or separate contractors employed by the City, or by changes ordered in the Work, or by delay authorized by the City pending arbitration, then the Contract Time shall be reasonably extended by Change Order, and the Guaranteed Maximum Price shall be reasonably increased by Change Order in order to equitably increase the general conditions component of the Guaranteed Maximum Price. Furthermore, if Contractor is delayed at any time in the progress of the Work by labor disputes, fire, unusual delay in

deliveries, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the City and Contractor agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. Otherwise, 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 that extent specifically provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data as recorded by the United States Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.

10) Waiver of Liens

Prior to final payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release City from all claims of liability by Contractor in connection with the agreement.

11) Warranty

Contractor warrants the work against defect for a period of five (5) years from the date of final payment. In the event that defect occurs during this time, Contractor shall perform such steps as required to remedy the defects. Contractor shall be responsible for any damages caused by defect to affected area or to interior structure. The five (5) year warranty period does not begin until approval of final payment for the entire project, and the subsequent release of any Performance or Payment Bonds, which may be required by the original bid document.

12) Indemnification

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

12.2 The City and Consultant recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Consultant and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars

and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Consultant. Furthermore, the City and Consultant understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Consultant's responsibility to indemnify.

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

13) Non-Discrimination & Equal Opportunity Employment

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

14) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business,

that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

15) Assignment and Subcontracting

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

16) Notice

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

CITY

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

With a copy to the City Attorney at the following address:

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

CONTRACTOR

FLOYD , CHARLES H., Jr.
2375 WEST 77 STREET
HIALEAH, FL 33016
59-2552102
305-556-0041
ECSINC25@aol.com

17) Termination

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

- 17.2 Default by Contractor:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

18) Public Records

- 18.1** The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

18.1.1 Keep and maintain public records required by the City in order to perform the service;

18.1.2 Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

18.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

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

18.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

19) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

20) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

21) Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

22) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

23) Uncontrollable Circumstances

23.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

23.2 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.

24) Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

25) No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

29. RECORDS / AUDITS

29.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

29.1.1 Keep and maintain public records required by the City in order to perform the service;

29.1.2 Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

29.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

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

29.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

42. PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**

Remainder of Page Intentionally Blank

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its President duly authorized to execute same.

CITY OF TAMARAC

Harry Dressler, Mayor

Date

ATTEST:

Michael C. Cernech, City Manager

Patricia A. Teufel, CMC
City Clerk

Date

Date

Approved as to form and legal sufficiency:

City Attorney

Date

ATTEST:

ELECTRICAL CONTRACTING SERVICE, INC.

Company Name

Signature of Corporate Secretary

Signature of President/Owner

Type/Print Name of Corporate Secy.

Floyd, Charles H, Jr

Type/Print Name of President/Owner

(CORPORATE SEAL)

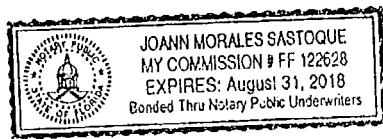
Date

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida :
 COUNTY OF Dade :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Charles H. Floyd Jr, of Electrical Contracting Service Inc,
 a Florida Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 2 Feb, 2017



[Signature]

Signature of Notary Public
 State of Florida at Large

Print, Type or Stamp
 Name of Notary Public

☒ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

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

EXHIBIT 1

SECTION 16000
ELECTRICAL GENERAL REQUIREMENTS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General Conditions, apply to all the work specified in the Electrical 16000 Sections.

1.02 LAWS, PERMITS, FEES AND NOTICES

- A. Secure and pay all permits, fees and licenses necessary for the proper execution of the work. Submit all notices and comply with all laws, ordinances, rules and regulations of any public agency bearing on the work. Contractor shall be licensed Electrical Contractor in the county of construction.

1.03 DEPARTURES

- A. If any departures from the Contract Drawings or Specifications are deemed necessary, details of such departures and the reasons therefore shall be submitted to the Engineer for advance written approval, prior to departure.

1.04 GUARANTEES

- A. Furnish written guarantee covering all materials, workmanship, labor and equipment for a period of one (1) year from the date of acceptance as described in the Contract General Conditions.
- B. The Owner reserves the right to operate and use all materials and equipment failing to meet the requirements of the Contract Documents until such unacceptable materials and equipment are replaced or repaired to the satisfaction of the Engineer.

1.05 AS-BUILT INFORMATION

- A. A set of "red-lined" electrical drawings shall be carefully maintained at the job site. Actual conditions are to be put on the drawings in red on a daily basis so the drawings will continuously show locations and routes of cable

trays, conduits, pull-boxes, circuit numbers, and other information required by the Engineer.

1.06 JOB SITE VISIT

- A. Visit the project site before submitting a bid. Verify all dimensions shown and determine the characteristics of existing facilities which will affect performance of the work, but which may not be shown on drawings or described within these Specifications.

1.07 CLEANUP

- A. Maintain a continuous cleanup during the progress of the work and use appointed storage areas for supplies. The premises shall be kept free from accumulations of waste materials and rubbish.

1.08 CUTTING AND PATCHING

- A. Cut and prepare all openings, chases and trenches required for the installation of equipment and materials. Repair, remodel and finish in strict conformance with the quality of workmanship and materials in the surroundings. Obtain written permission from the Engineer for any alterations to structural members before proceeding.

1.09 MAINTENANCE

- A. Render all necessary measures to ensure complete protection and maintenance of all systems, materials and equipment prior to final acceptance. Any materials or equipment not properly maintained or protected to assure a factory new condition at the time of final acceptance shall be replaced immediately at no additional cost to the Owner.

1.10 WATERPROOFING

- A. Whenever any work penetrates any waterproofing, seal and render the work waterproof. All work shall be accomplished so as not to void or diminish any waterproofing bond or guarantee.

1.11 TESTS

- A. Conduct an operating test of equipment prior to the Engineer's approval. The equipment shall be demonstrated to operate in accordance with the requirements of these Specifications. The tests shall be performed in the presence of the Engineer or an authorized representative. The Electrical Contractor shall furnish all instruments, electricity and personnel required for the tests.

1.12 SUMMARY OF ELECTRICAL WORK

- A. Provide all labor, materials, tools, supplies, equipment and temporary utilities to complete the work shown on the drawings and specified herein. All systems are to be completely installed and fully operational. Specifically the work includes, but is not necessarily limited to:
1. Power and control raceways and wire.
 2. Power distribution including panel, transformers, grounding, surge protection, conduit and wire.
 3. PLC System Modification
 4. MCC Modification
 5. Field I&C equipment
 6. Lighting
 7. Temporary power and telephone service as required.
 8. Grounding
 9. Lightning Protection
 10. Start-up testing and documentation

1.13 CODES AND STANDARDS

- A. General Applicable provisions of the following codes and standards and other codes and standards required by the State of Florida and local jurisdictions are hereby imposed on a general basis for electrical work (in addition to specific applications specified by individual work sections of these specifications):
1. U.L.: Electrical materials shall be approved by Underwriters' Laboratories, Inc. This applies to materials which are covered by U.L. standards. Factory applied labels are required.
 2. National Electrical Code.
 3. OSHA: Standards of the Occupational Safety and Health Administration are to be complied with.
 4. NEMA: National Electrical Manufacturers Association Standards are to be met wherever standards have been established by that agency and proof is specifically required with material submittals for

switchboards, motor control centers, panelboards, cable trays, motors, switches, circuit breakers and fuses.

5. ANSI: America National Standards Institute
6. NESC: National Electrical Safety Code

1.14 ELECTRICAL TEMPORARY FACILITIES

- A. The Electrical Contractor shall include in his bid the cost of furnishing, installing, maintaining and removing all materials and equipment required to provide temporary light and power to perform his work during construction and until work is completed.
- B. Safety
 1. All reasonable safety requirements shall be observed to protect workers and the public from shock and fire hazards. Ground fault interrupters shall be employed in accordance with codes.
 2. Ground wires are required in all circuits. Ground poles are required on all outlets. All metallic cases shall be grounded.
 3. Rain tight cabinets shall be used for all equipment employed in wet areas.

1.15 EXCAVATING FOR ELECTRICAL WORK

- A. General
 1. Excavation or drilling, backfill and repair of paving and grassing is to be in the bid of the Electrical Contractor. The actual work need not be performed by electrical trades. However, the Electrical Contractor is responsible for all excavation, drilling, dewatering, backfilling, tamping and repair of pavements and grassing required in support of electrical work. All areas disturbed by electrical work shall be repaired to their original condition, or as indicated on the drawings.
- B. Coordination
 1. The Electrical Contractor must check for existing utilities before commencing any excavation or drilling.
 2. Contract drawings and other trades are to be consulted to avoid interferences with other utilities on this project.

3. In the event of damage to existing utilities, the Engineer shall be immediately notified, and damage shall be immediately repaired.
4. The Owner is to be consulted to ascertain locations of existing interferences by referring to "As Built" drawings and Owner's experience. The excavations are to be scheduled at the Owner's convenience.

Precautions

1. The Electrical Contractor must take every reasonable precaution to avoid interferences. In the vicinity of a suspected interference, excavations shall be dug by hand.

1.16 ELECTRICAL SUBMITTALS

A. Submittals for Approval

1. Refer to Contract General Conditions and Section 01300 for instructions on the General Conditions and this Section, the more stringent requirements shall apply.
2. Shop Drawings and manufacturer's data sheets are required for all electrical materials.
3. Submittals will not be accepted for partial systems. Submit all materials for each specification section at one time. Submittals must be arranged, correlated, indexed and bound in orderly sets for ease of review.
4. Samples are to be supplied for any substitute as requested by the Engineer.
5. The following numbers of copies are required, see Section 01300.
6. Submit shop drawings, manufacturer's data and certifications on all items of electrical work prior to the time such equipment and materials are to be ordered. Order no equipment or materials without approval from the Engineer. Submittals will not be accepted for partial system submittals; submit all data at one time. Submittals will be promptly returned, approved, approved as noted, or not approved. Items "approved as noted" must be changed to comply with the Engineer's comments and need not be resubmitted for "approved" status. Items "not approved" are not suitable, requiring complete new submittals.
7. Time delays caused by rejection of submittals are not cause for extra charges to Owner or time extensions. Contractor shall be responsible for investigating existing systems or shop drawings in

order to fully integrate the new equipment into the system. Adequate shop drawings may or may not exist for all existing systems.

B. Operation and Maintenance Manuals

- the
1. Submit O&M manuals per Section 01300. As a minimum, include following.
 2. Submit to the Engineer copies of all manufacturer's service installation and operation manuals, instructions and bulletins. These manuals shall be subject to review of the Engineer. If acceptable they shall be forwarded to the Owner. If not acceptable they shall be returned to the Contractor for revision and resubmittal. Manuals shall contain, but not be limited to, the following:
 - a. Brief description of system and basic features.
 - b. Manufacturer's name and model number for all components in the system.
 - c. List of local factory authorized service companies.
 - d. Operating instructions.
 - e. Maintenance instructions
 - f. Trouble shooting instructions
 - g. Manufacturer's literature describing each piece of equipment.
 - h. Power and control wiring diagrams
 - i. Parts lists

1.17

ELECTRICAL PRODUCTS

A. Standards Products

1. Unless otherwise indicated in writing by the Engineer, the products to be furnished under this Specification shall be the manufacturer's latest design. Units of equipment and components of the same purpose and rating shall be interchangeable throughout the project. All products shall be newly manufactured. Defective equipment or equipment damaged in the course of installation or test, shall be replaced or repaired in a manner meeting with the approval of the Engineer at no additional expense to the Owner.

B. Delivery, Storage and Handling

1. Deliver products to project properly identified with names, model numbers, types, grades, compliance labels and similar information needed for distinct identification; adequately packaged or protected to prevent deterioration during shipment, storage and handling. Store in a dry, well ventilated, indoor space, except where prepared and protected by the manufacturer specifically for exterior instructions for storage locations.

C. Substitutions

1. Comply with instructions in the Contract General Conditions and Special Conditions and obtain pre-approval of the Engineer regarding substitutions.

1.18

ELECTRICAL IDENTIFICATION

- A. Color Coding Conductor colors shall be in accordance with the N.E.C. and NFPA requirements. Refer also to applicable sections of these specifications. Three phase feeder and branch circuits shall be identified as follows:

120/240	480-3P	120/208-3P	120/240-3P
A – Black	A – Black	A – Black	A – Brown
B – Red	B – Red	B – Red	B – Orange
N – White	C – Blue	C – Blue	C – Yellow
G – Green	G – Green	N – White	N – White
		G – Green	G – Green

B. Nameplates

1. The following items shall be equipped with nameplates: All motors, motor starters, motor control centers, pushbutton stations, control panels, time switches, disconnect or relays in separate enclosures, receptacles, wall switches, high voltage boxes and cabinets. All light switches and outlets shall carry a phenolic plate with the supply identified. Special Electrical systems shall be identified at junction and pull boxes, terminal cabinets and equipment racks.
2. Nameplates shall adequately describe the function of the particular equipment involved. Nameplates for panelboards and switchboards shall include the panel designation, voltage and phase of the supply. For example, "Panel A, 277/480V, 3-phase, 4-wire". The name of the machine on the motor nameplates for a particular machine shall be the same as the one used on all motor starters, disconnect and P.B. station nameplates for that machine. Normal power nameplates shall be laminated phenolic plastic, white front

and back with black core, with lettering etched through the outer covering; black engraved letters on white background. Lettering shall be 3/16 inch high at pushbutton stations, thermal overload switches, receptacles, wall switches and similar devices, where the nameplate is attached to the device plate. At all other locations, lettering shall be 1/4 inch high, unless otherwise detailed on the Drawings. Nameplates shall be securely fastened to the equipment with No. 4 Phillips, round-head, cadmium plated, steel self-tapping screws or nickel-plated brass bolts. Motor nameplates may be non-ferrous metal not less than 0.003 inch thick, die stamped. In lieu of separate plastic nameplates, engraving directly on device plates is acceptable. Engraved lettering shall be filled with contrasting enamel. Equipment nameplate schedule for all equipment shall be submitted with shop drawing submittal for Engineer's approval.

1.19

SKILLED ELECTRICAL CRAFTSMEN

- A. Contractor shall employ and staff the project with skilled Craftsmen experienced in the project requirements.
- B. As a minimum, a Licensed Journeyman Electrician shall be present on the project at all times.
- C. Other skilled persons shall be present as the project requirements dictate including manufacturers' representatives, start-up technicians, Engineers, etc.

END OF SECTION



CERTIFICATE OF LIABILITY INSURANCE

TR 12910 Date (MM/DD/YYYY)

1/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SUNZ Insurance Solutions LLC
1301 6th Avenue W
Bradenton, FL 34205

CONTACT NAME:**PHONE** (A/C, No, Ext): 941-306-3077**FAX** (A/C, No):**E-MAIL ADDRESS:****INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Benchmark Insurance Company

41394

INSURER B:**INSURER C:****INSURER D:****INSURER E:****INSURER F:**

INSURED
Decision HR Holdings, Inc.
11101 Roosevelt Blvd N
Saint Petersburg FL 33716

COVERAGES**CERTIFICATE NUMBER:** 33960576**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCPEOBN006601	6/1/2016	6/1/2017	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Coverage provided for all leased employees but not subcontractors of: Electrical Contracting Service, Inc

Effective date: 6/1/2016

Project: Sports Complex Walkway LED

CERTIFICATE HOLDER

151141

City of Tamarac
7525 NW 88th Ave
Tamarac FL 33321

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

Glen J Distefano

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ACORD 25 (2016/03)

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ACORD™

CERTIFICATE OF LIABILITY INSURANCE

01/31/17 DP

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Advanced Insurance Unds, LLC 3250 N. 29th Ave Hollywood, FL 33020		CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 954 963-6666 FAX (A/C, No): 954-964-1438 E-MAIL ADDRESS: Certificateofinsurance@	
INSURED Electrical Contracting Service, Inc. 2375 West 77 Street Hialeah, FL 33016	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : United Specialty Insurance Comp		12537
	INSURER B : Commerce and Industry Insurance		19410
	INSURER C : Phoenix Insurance Company		25623
	INSURER D : Charter Oak Fire Insurance Comp		25615
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	DCI0001901	01/01/2017	01/01/2018	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$5,000
	<input checked="" type="checkbox"/> BI/PD Ded:5,000					PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG	\$2,000,000
							\$
D	AUTOMOBILE LIABILITY	X	BA9053R96716SEL	09/17/2016	09/17/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
							\$
B	UMBRELLA LIAB		EBU026141330	03/26/2016	03/26/2017	EACH OCCURRENCE	\$2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$2,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A			E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
C	Equipment Floater Rented/Leased Eqp Deductibles		I6607646A940PHX17	01/01/2017	01/01/2018	\$546,246 Covered Equip \$250,000 Aggregate 5% Wind/\$1,000 AOP	

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

Certificate Holder is included as Additional Insured under General Liability Policy when required by written contract per End #CG2010 (10/01) and End #CG2037 (10/01). Blanket Waiver of Subrogation applies in favor of certificate holder under General Liability Policy as required by written contract per End #CG2404 (10/93). Blanket Additional Insured and Waiver of Subrogation apply to Commercial Auto Policy as required by written contract per End #CAF079 (04/07).

CERTIFICATE HOLDER	CANCELLATION
<p>City of Tamarac Purchasing & Contracts Division 7525 NW 88th Avenue Tamarac, FL 33321-2401</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
	<p>AUTHORIZED REPRESENTATIVE</p> <p><i>Advanced Insurance Underwriters, LLC</i></p>

ELECTRICAL CONTRACTING SERVICE

Master Electrician - Licensed & Insured
Residential - Commercial - Industrial

2375 West 77 Street
Hialeah, Florida 33016

Tel. (305) 556-0041
Fax. (305) 820-0553

LETTER of TRANSMITTAL

Date: Feb 2, 2017

To: City of Tamarac Purchasing & Contracts Mgr

Attention: 7525 NW 88 Ave Room 108

Re: Bid # 16-24 RB Rbid Sports Lighting Complex LED Project

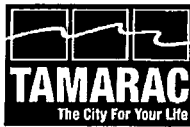
We Are Sending You: Herewith: Under Separate Cover:

# of Copies	Description
Two	Original Contracts Signed & Sealed
Two	Certificates of Insurance
Two	W-9
Two	Contract For Direct Deposit

Approved as noted	Not Approved	For Your Use
Revise & Resubmit	For Review & Comment	
Per Your Request <input checked="" type="checkbox"/>	For File Or Distribution	Other

REMARKS:

Sent By: JOAO MORAES SASTAGUE Rec'd By: _____
Date: Feb 2, 2017 Date: _____



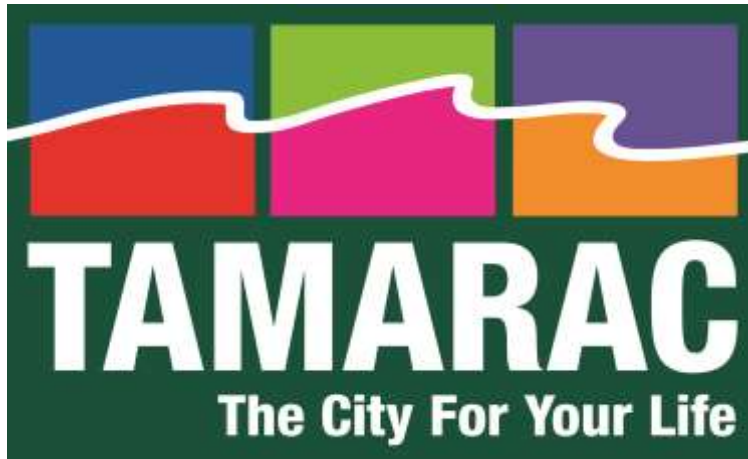
CITY OF TAMARAC
Bid No. 16-24RB
Rebid Sports Lighting Complex LED Project

AGREEMENT CHECKLIST

- ☒ 1. Print out **two (2)** documents for execution by authorized signer. *(Usually an officer of the corporation or an agent of the company who is authorized to bind the company in contractual matters as evidenced by a Corporate Resolution).* A fully executed original will be returned to you for your files.
- ☒ 2. **Leave date on Page 1 blank.** The date is entered upon City's execution.
- ☒ 3. Make sure the company's Corporate Secretary of record signs, dates and seals (with corporate seal, if available) in the spaces provided on the signature page. The City checks corporate information on-line via the State of Florida Division of Corporations at www.sunbiz.org.
- ☒ 4. Carefully review the Corporate Acknowledgement and make sure it is notarized and dated on the same day that the actual Agreement was signed. A discrepancy between the date of notarization and the agreement execution date may cause delays in processing.
- ☒ 5. The Deadline to return the executed document for this Agreement is **Thursday, February 2, 2017 by COB**. Please return **two (2)** copies of the executed documents to the attention of the Purchasing & Contracts Manager, 7525 NW 88th Avenue, Room 108, Tamarac Florida 33321. For telephone inquiries, contact the Purchasing Office at 954-597-3570. Email inquiries can be sent to Andrew.Rozwadowski@tamarac.org.
- ☒ 6. Make sure executed documents are returned on or before the above deadline, preferably by a shipment method that allows tracking, i.e. US Postal Service Express Mail or Priority Mail with delivery confirmation, UPS or overnight courier. *Hand Delivered*
- ☒ 7. Prepare Certificates of Insurance per the requirements of the agreement naming the city as an additional insured.
(Click and complete the 3 links in purple below)
- ☒ 8. Access the online Vendor Registration Portal and prepare and return current W-9 Form, and request for Direct Deposit
- ☒ 9. Payment and Performance Bond Forms are not required to be returned with the signed Agreement; however, these forms are due within fourteen (14) calendar days following award by the City of Tamarac City Commission. Please remember that these **MUST** be recorded with **recorded with Broward County Clerk in accordance with Special Condition Clause no. 17**

Failure to follow the above guidelines may require the City to return the documents for re-signing.

INVITATION TO BID



BID NO. 16-24RB

REBID Sports Complex Walkway LED Project

Publish Date:

11/17/2016

Bid Due and Bid Opening Date:

12/15/2016

Pre-Bid Conference:

12/01/2016 Room 105 at 9:00 AM

Where to Deliver Bid

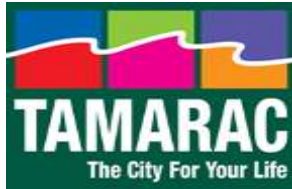
**City of Tamarac
Purchasing & Contracts Division
7525 NW 88th Avenue
Room 108
(954) 597-3570**

All Questions Due:

12/07/2016

**City of Tamarac
Purchasing & Contracts Division
7525 NW 88th Avenue
Room 108
(954) 597-3570**

**For
Public Works Department**



SUBMIT BID TO:

CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
954-597-3570

INVITATION FOR BID

Bidder Acknowledgement

BID NO.: 16-24RB

BID TITLE: REBID **SPORTS COMPLEX WALKWAY LED PROJECT**

BID OPENING DATE/TIME: 12/15/2016 AT 3:00 PM

BUYER NAME: **ANDREW J. ROZWADOWSKI, SENIOR PROCUREMENT SPECIALIST**

BUYER PHONE: **954-597-3570**

BUYER EMAIL: **ANDREW.ROZWADOWSKI@tamarac.org**

PRE-BID CONFERENCE/SITE INSPECTION: **12/01/2016 at 9:00AM Room # 105**

BONDING: **5% Bid Bond, 100% Payment/Performance Bond**

GENERAL CONDITIONS

These instructions are standard for all bids for commodities/services issued by the City of Tamarac. The City of Tamarac may delete, supersede or modify any of these standard instructions for a particular bid by indicating such change in the Instructions to Bidders or in the special conditions of the bid. Any and all special conditions that may vary from these general conditions shall prevail over any conflicting provision within any vendor's standard terms and conditions regardless of any language in vendor's documentation to the contrary.

SEALED BIDS

This form should be submitted with all Bid Forms in a sealed envelope. The face of the envelope shall contain the above address, the Bid number and the Bid title. Bids not submitted on the attached Bid Form may be deemed non-responsive. All Bids are subject to the terms and conditions specified herein. Those bids that do not comply with these conditions may be deemed non-responsive.

BIDDER COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY PHONE: _____

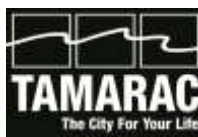
NAME OF AUTHORIZED AGENT: _____

TITLE OF AUTHORIZED AGENT: _____

AUTHORIZED AGENT EMAIL ADDRESS: _____

BIDDER TAXPAYER ID OR SOCIAL SECURITY NUMBER: _____

I certify that this Bid Acknowledgement is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities and/or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid as an agent for the Bidder.

**Our Vision and Mission**

Our Vision: The City of Tamarac, our community of choice -- leading the nation in quality of life through safe neighborhoods, a vibrant economy, exceptional customer service and recognized excellence.

Our Mission: We Are "Committed to Excellence. . . Always" It is our job to foster and create an environment that

*Responds to the Customer
Creates and Innovates
Works as a Team
Achieves Results, and
Makes a Difference*

In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service. Our vendors are truly partners in meeting these commitments to the community, and in support of that vision and mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork and customer service are employed to provide goods and services to the City. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered; in a manner that improves the overall value of the services that the City provides to its residents. In addition, we expect our vendors to work with the City as a team, and exhibit the highest level of integrity when dealing with any office or department of the City.

Diligence in the execution of the requirements of this proposal will ultimately contribute to the overall quality of services provided to the entire community. The City is searching for a firm who will exemplify these ideals in the execution of their work, and the successful firm will be measured against the performance standards outlined in this bid invitation.

INTRODUCTION

It is the intent of the City to award this bid to the lowest responsible and responsive Bidder. The City reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such rejection or waiver is deemed to be in the best interest of the City. The City reserves the right to award the bid on a split order basis, lump sum or individual item basis unless otherwise stated, whichever is in the best interest of the City.

This solicitation is issued pursuant to the City of Tamarac Code, Chapter 6, "Finance & Taxation", Article V, "Purchasing Procedures", Section 6-141 et seq.

GENERAL TERMS AND CONDITIONS These general terms and conditions apply to all offers made to the City of Tamarac by all prospective Bidders including but not limited to Request for Quotes, Request for Bids and Request for Proposals. As such the words "bid" and "proposal" are used interchangeably in reference to all offers submitted by prospective Bidders. Any and all special conditions in this IFB or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

1. SUBMISSION OF THE BID

The Bidder is directed to deliver sealed bids to the City of Tamarac, Purchasing Division, 7525 N. W. 88th Avenue, Room 108, Tamarac, Florida 33321, no later than the date and time specified on the cover page of this solicitation document. At this time the bids will be opened, the names of all Bidders will be announced and all bids shall become a matter of public record. All Bidders and their representatives are invited to attend. The Bidder must show the bid number, bid name, time and date of the bid opening on the outside of the sealed bid package. Delivery of the sealed bids to the Purchasing Office on or before the above date is solely and strictly the responsibility of the Bidder. Late bids will be returned unopened to the Bidder.

It is the Bidder's responsibility to read and understand the requirements of this bid. Unless otherwise specified, the Bidder must use the bid form furnished in the bid document. The Bidder is requested to submit **one (1) original and two (2) copies** of the bid. **The original bid must be manually and duly signed in ink by a Corporate Officer, Principal, or Partner with the authority to bind the bidding company or firm by his/her signature.** All bid forms must be typewritten or completed in ink. The Bidder must initial any erasures or corrections in ink. All bids shall be submitted in the English language. All prices, terms and conditions quoted in the submitted bid shall be expressed in U.S. Dollars, and will be firm for acceptance for sixty (60) calendar days from the date of the bid opening unless otherwise stated by the City.

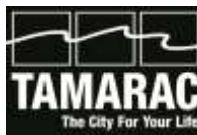
The Bidder preparing a bid in response to this solicitation shall bear all expenses associated with its preparation. The Bidder shall prepare a bid with the understanding that no claim for reimbursement shall be submitted to the City for expenses related to its preparation. The City reserves the right to charge a non-refundable fee for the purchase of a solicitation document, and / or for project plans related to the solicitation. Such requirement will be specified on the cover page of this document. Payment of such fee to the City shall be required in order for a bidder to be considered for the award of an agreement as a result of this solicitation.

2. BID DEPOSIT

When required on the cover page, a bid deposit or bid surety bond in the amount specified shall accompany the bid. Bid deposits shall be in the form of cash, certified check or cashier's check, drawn on a responsible bank doing business in the United States, and shall be made payable to the City of Tamarac. In lieu of a bid deposit, a bid surety provided by a firm licensed to business in the State of Florida shall be provided to the City. Any bid deposits will be returned to the Bidders at the time of contract award. The bid deposit of the successful vendor shall be returned upon receipt of acceptable Performance and/or Payment bonds.

3. BONDING

When required by the specification herein, the successful Bidder shall furnish a Performance and Payment bond, and/or Warranty bond, as stated on the cover page of this solicitation, on the City's forms, within fifteen (15) calendar days after notification of contract award. Failure to furnish the required bonds within the time specified may be cause for rejection of the bid and any bid deposit may be retained



by the City as liquidated damages and not as a penalty. Said sum shall be a fair estimate of the amount of damages the City would sustain due to Bidder's failure to furnish said bonds.

Pursuant to the requirements of Chapter 255.05 (1) (b), Florida Statutes, the Contractor shall ensure that the Bond or Bonds referenced above shall be recorded in the Public records of Broward County. Proof of recording must be submitted to the City prior to issuance of a purchase order. One (1) set of originals is required.

4. WITHDRAWAL OF BID

Any Bidder may withdraw its bid prior to the indicated opening time. The request for withdrawal must be submitted in writing to the Purchasing Office.

5. PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for 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, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

6. NON-COLLUSIVE AFFIDAVIT

Each Contractor shall complete the Non-Collusive Affidavit Form and shall submit this form with the bid/proposal. The City considers the failure of the Contractor to submit this document to be a major irregularity, and may be cause for rejection of the Proposal.

7. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112 of the State of Florida Statutes. Bidders shall disclose the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the City or any of its agencies.

8. QUANTITIES

Quantities shown are estimates only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contract. The City reserves the right to decrease or increase quantities or add or delete any item from the contract if it is determined that it best serves the interests of the City.

9. PRICES, PAYMENTS, DISCOUNTS & ELECTRONIC PAYMENTS

Firm Pricing: Bid prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, bid prices shall be fixed and firm for a period of sixty (60) calendar days, or ninety (90) calendar days when the contract must be approved by another agency. Payment will be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.

Prompt Payment Discounts: Bidders are encouraged to provide prompt payment terms in the space provided on the Bid Form. If no payment discount is offered, the Bidder shall enter

zero (0) for the percentage discount to indicate net 30 days. If the Bidder does not enter a percentage discount, it is understood and agreed that the payment terms shall be 2% 10 days, net 30 days effective on the date that the City receives an accurate invoice or accepts the product, whichever is the later date. Payment is deemed made on the date of the mailing of the check. All payments shall be governed by the *Local Government Prompt Payment Act*, F.S. Chapter 218.

***** IMPORTANT NOTE*****

Payments by Electronic Funds Transfer: Effective October 1, 2013, ALL payments by the City will be made by Direct Deposit (ACH) via electronic funds transfer. No paper checks will be issued after that date. Vendors must register for direct deposit with the City prior to receiving any payments by providing a "City of Tamarac Consent for Direct Deposit" form (ACH Form) to the City's Financial Services Accounting Division. The form may be accessed on the City of Tamarac web-site at <http://www.tamarac.org/index.aspx?NID=622>. Please contact the Purchasing & Contracts Division at the number shown on this solicitation document herein as the first point of contact for more information.

10. DELIVERY

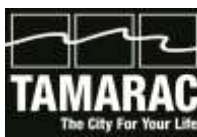
All items shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the bid price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the bid.

11. MANUFACTURER'S NAME & APPROVED EQUIVALENTS

Manufacturer's name, trade name, brand name information and/or model/catalog numbers are used in these specifications for information and establishment of a quality level desired, and are not intended to restrict competition unless otherwise specified in the bid. The Bidder may offer any brand which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model/catalog number. Bidder shall submit complete descriptive literature and/or specifications with the bid. The burden of proof for specification compliance is solely on the Bidder. The City reserves the right to be the sole judge of what is equal and acceptable. Failure to provide this information within three (3) business days of the City's request may be grounds for bid disqualification. If Bidder fails to name a substitute, it will be assumed that the Bidder has submitted a bid which conforms in all aspects to the requirements of the bid document, and that the Bidder intends to furnish goods identical to the bid standard.

12. SAMPLES AND DEMONSTRATIONS

When requested, samples are to be furnished free of charge to the City. If a sample is requested it must be delivered within seven days of the request unless otherwise stated in the bid. Each sample must be marked with the Bidder's name and manufacture's brand name. The City will not be responsible for returning samples. The City may request a full demonstration of any product or service before the award of a contract. All demonstrations will be done at the expense of the Bidder.

**13. BACKGROUND INVESTIGATION**

As a part of the Bid evaluation process, the City may conduct a background investigation including a criminal record check of Bidder's officers and/or employees, by the Broward County Sheriff's Office. Bidder's submission of a bid constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Bidder's qualifications.

14. CONDITIONS OF MATERIALS

All materials and products supplied by the Bidder in conjunction with this bid shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Bidder at no cost to the City.

Successful Bidder shall furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

15. COPYRIGHTS OR PATENT RIGHTS

The Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

16. SAFETY STANDARDS

The Bidder warrants that the product(s) supplied to the City conform with all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

17. PERFORMANCE & WARRANTY

Failure on the part of the Bidder to comply with the conditions, terms, specifications and requirements of the bid shall be just cause for cancellation of the bid award; notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance based contracting. The City may, by written notice to the Bidder, 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 nonperformance.

Upon award of any contract resultant from this solicitation, Contractor warrants the work against defects. In the event that defect occurs during this time, within a reasonable time after work has been performed, Contractor shall perform such steps as required to remedy the defects.

18. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful vendor.

19. TERMINATION

a. DEFAULT: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the

City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

b. TERMINATION FOR CONVENIENCE OF CITY:

Notwithstanding any additional requirements for performance based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

c. AGREEMENT SUBJECT TO FUNDING: Any Agreement resulting from this solicitation shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each.

20. ASSIGNMENT

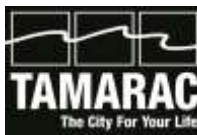
The Bidder shall not transfer or assign the performance required by this bid without the prior written consent of the City. Any award issued pursuant to this bid and monies that may become due hereunder are not assignable except with prior written approval of the City.

21. EMPLOYEES

Employees of the Bidder shall at all times be under its sole direction and not an employee or agent of the City. The Bidder shall supply competent and physically capable employees. The City may require the Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Bidder shall be responsible to the City for the acts and omissions of all employees working under its directions.

22. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

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



made aware of and will comply with this nondiscrimination clause.

23. TAXES

The City of Tamarac is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

24. OMISSION OF DETAILS

Omission of any essential details from these specifications will not relieve the Bidder of supplying such product(s) as specified.

25. INSURANCE REQUIREMENTS

Bidder agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

Bidder shall obtain at Bidder's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Bidder shall maintain such insurance in full force and effect during the life of this Agreement. Bidder shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. Bidder shall indemnify and save the City harmless from any damage resulting to it for failure of either Bidder or any subcontractor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the Bidder agrees to maintain during the term of this contract:

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

The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

Neither Bidder nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Bidder will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement. All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days' notice prior to cancellation. The Bidder's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Bidder's Worker's Compensation carrier will provide a

Waiver of Subrogation to the City. The Bidder shall be responsible for the payment of all deductibles and self-insured retentions. The City may require that the Bidder purchase a bond to cover the full amount of the deductible or self-insured retention. If the Bidder is to provide professional services under this Agreement, the Bidder must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance.

26. INDEMNIFICATION

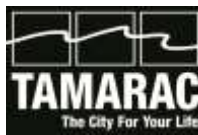
The Bidder shall indemnify and hold harmless the City of Tamarac, its elected and appointed officials and employees from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Bidder or his Subcontractors, agents, officers, employees or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City of Tamarac or its elected or appointed officials and employees. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

27. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential 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.

28. CLARIFICATION & ADDENDA

Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Detailed Specifications outlined in this



bid, the Special Conditions and/or the Detailed Specifications shall prevail.

The Bidder shall examine all bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. If, upon review, any material errors in specifications are found, the Bidder shall contact the Purchasing Office immediately. Any inquires, suggestions, requests concerning clarification, or requests for additional information shall be submitted in writing to the Purchasing and Contracts Manager.

The City of Tamarac reserves the right to amend this bid prior to the Bid opening date indicated by written addenda. Written addenda shall serve as the sole means of clarification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

**** **SPECIAL NOTE -- Addendums will only be issued electronically through the City's web-site. Vendors will be notified of the availability of new solicitations and addendums via e-mail or text message (per the vendor's choice). It is essential that all vendors receiving a bid or proposal either download the document from the City's web-site, or register as a plan holder. All bidders / proposers must visit <http://www.tamarac.org/bids.aspx>, and select the "NOTIFY ME" icon. This action will take the bidder/proposer to the "Notify Me" page. Once on the "Notify Me" page, enter the appropriate e-mail address to which notifications of solicitations and addendums should be sent. Bidders and proposers may also request notification by text message at this time. Upon completion of this process, a confirming e-mail will be sent to the individual who registered. You must click on the link provided to confirm registration for solicitation documents and addendums. Regardless of the means of transmission of an Addendum it is the responsibility of the bidder or proposer to insure that they have received all addendums issued for a solicitation prior to submitting a response.**

29. BID TABULATION

Bidders may download the bid tabulation directly from the Internet at <http://www.tamarac.org/bids.aspx>. The City does not notify unsuccessful Bidders of contract awards.

Pursuant to Florida Statute Chapter 119, Section 071(1), sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §119.071(1) (b) (2), or within 30 days after bid/proposal opening, whichever is earlier.

30. RECORDS/AUDITS

The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law; Ensure that public records that are exempt or that are

confidential and exempt from public record requirements are not disclosed except as authorized by law; and

Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce any available contract remedies in force including termination of the Agreement. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

31. UNBALANCED BIDS

When a unit price bid has variable or estimated quantities, and the bid shows evidence of unbalanced bid pricing, such bid may be rejected.

32. UNIT PRICES

Where a discrepancy between unit price and total price is indicated on a Bidder's submitted Schedule of Bid Prices or Price Proposal Form, the unit prices shall prevail.

33. VENUE

Any Agreement resulting from this solicitation shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

34. FORM AGREEMENT DOCUMENT

The City may attach as a part of this solicitation, a Form Agreement document. Bidders shall be responsible for complying with all of the terms and conditions of the Form Agreement document if included herein, except where variant or conflicting language may be included in any Special Conditions contained herein. Bidders shall note any deviation or variance with the Form Agreement document at the time of bid submission.

35. OTHER GOVERNMENTAL ENTITIES

If a Bidder is awarded a contract as a result of this Invitation for Bid, Bidder will, if Bidder has sufficient capacity, capability or quantities available to provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the Invitation for Bid and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.

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EXHIBIT 1: SECTION 16000 ELECTRICAL GENERAL REQUIREMENTS

Technical Specifications TOC

Bid No. 16-24RB

Sports Complex Walkway LED Project

Scope of Work:

- Supply and install 277 volt to (35) existing poles
 - Install power for new fixtures on the lighting panel to be controlled by energy management system
 - All areas that get damaged must be restored
 - Supply and install (35) in ground J boxes
 - Supply and install conduit, wire, J boxes, circuit breakers and miscellaneous materials for a professional installed project.
 - Install (35) LED light Engines.
 - All work to be performed Monday through Friday 8am-5pm. Weekends will need to be approved by the City Project Manager.
 - Permits will be pulled by Contractor and paid by the City of Tamarac.
 - Must have a Master Electrician on the project at all times.
 - Must leave solar panels in place
 - Work needs to be completed in 90 days including permitting
-
- **Price A- Please give a price to trench conduit include in your cost to repair asphalt and grass areas.**
 - **Price B- Preferred All conduits will be bored underground to prevent damage to asphalt and grass areas.**
 - **Price C- Please give an alternative price using color changing LED lights.**

Manufacturer's Warranty:

Contractors Warranty: Contractor shall provide Owner with a written guarantee for all labor and materials for a 12 month period from date of City's Final Acceptance of project.

Manufacturer's Warranty; Manufacturer shall provide owner with a 5 year warranty on the materials from the date of the City's Final Acceptance of project.

Color Changing Lights: 35 ultra-bright 5mm LEDs set in to a beautifully designed prismatic array and covered with an arcpoly refractable glass. Also available in solid white. Even in still life, you can see the sparkle which emits from this LED light source. IP-65 rated, these LED in-ground lights are suitable for outdoors and are not submersible. Can be used on decks, along walkways, on patios, in steps, to highlight landscape features, indoors or outdoors. There will be two conduits laid into the trench, one to be used for wires and the other is an extra.

There is a separate, ABS plastic installation sleeve or 'pouring form' for in-stone wall or paver or concrete installations. The In-Ground LED light is inserted into the installation sleeve after the proper wire connections have been made. Allow at least 12" extra lead length for possible removal and replacement should it become necessary for repairs or replacement.

- Operating Voltage: 24 VDC
- Power Consumption: 3W RGB; 2.4W White
- Current Consumption: 250mA
- Operating Temperature: -40° C to +85° C (-40° F to +185° F)

INSTRUCTIONS TO BIDDERS**Bid No. 16-24RB****Sports Complex Walkway LED Project**

It is the intent of the City to award this bid to the lowest responsible and responsive bidder. The City reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such rejection or waiver is deemed to be in the best interest of the City.

DESCRIPTION OF WORK

The City of Tamarac is hereby requesting Bids, from qualified Contractors, for the installation of new LED lighting on thirty five (35) existing poles at Tamarac Sports Complex, per specifications herein; including all hardware, electrical wiring, switches, conduit, new electric controls and all permit submittals in full compliance with current Florida Building Code and Miami-Dade Product Approvals. All existing features that need to be relocated, modified due to conflict with new installation, or replaced shall be the responsibility of the Contractor.

A. LICENSES

To be eligible for award of this project, the Contractor must possess at time of bid opening, one of the following State Certified and/or County Competency licenses or any license that can meet, exceed, or legally perform the scope of work will be acceptable, as determined by state or county licensing agency.

State: Certified General Contractor License, defined by F.S. 489.105 3a

Or

The State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statutes and registered with the County;

Or

The Miami-Dade County Construction Trades Qualifying Board, pursuant to the provisions of Section 10-3(a) of the Dade County Code of Miami-Dade County. Holders of County Certificates of Competency must also hold Certificates of Registration issued by the State of Florida Construction Licensing Board, pursuant to the provisions of Section 489.115 or 489.117 Florida Statutes.

Occupational license must be in effect as required by Florida Statute §205.065.

B. LIQUIDATED DAMAGES

Upon failure of the Contractor to complete each individual requirement within the specified and mutually agreed upon time frame (plus approved extensions, if any) the Contractor shall pay to the City the sum of **Two-Hundred Dollars (\$200.00)** for each calendar day after the time specified for completion and readiness for final payment. This amount is not

a penalty but liquated damages to the City. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the Contractor to complete the Contract on time. City shall have the right to deduct from and retain out moneys which may be due or which may become due and payable to Contractor. The amount of such liquidated damages and if the amount retained by City is insufficient to pay in full such liquidated damages, Contractor shall pay in full such liquidated damages. Contractor shall also be responsible for reimbursing City the total of all monies paid by the City to the engineer for additional engineering, inspection and administrative services until the work is complete.

C. CONTACT INFORMATION

For inquiries regarding the bid, contact the Andrew J. Rozwadowski, Senior Procurement Specialist, Purchasing and Contracts Division, at **(954) 597-3570**. Any technical issues shall be submitted in writing via email to Andrew.Rozwadowski@tamarac.org. Be sure to include the Project Name and Bid Number on all correspondence.

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SPECIAL CONDITIONS**Bid No. 16-24RB**
Sports Complex Walkway LED Project

1. BID GUARANTY

An acceptable Bid Bond, Cashier's Check, money order, irrevocable letter of credit or Certified Check payable to the City of Tamarac in an amount not less than 5% (five percent) of the bid price, must accompany the bid. Additional bonding may be required in the Special Terms and Conditions of this bid. The Bond must be executed by a surety company authorized to do business in the State of Florida or secured in a manner satisfactory to the City of Tamarac. Upon award of the Contract, Payment and Performance Guaranty in the bid award amount will be required within 15 calendar days of award and shall continue in effect until the contract expiration. Pursuant to the requirements of Chapter 255.05 (1) (b), Florida Statutes, the Contractor shall ensure that the Bond or Bonds referenced above shall be recorded in the Public records of Broward County. Proof of recording must be submitted to the City prior to issuance of a purchase order. One (1) set of originals is required.

2. ASSIGNMENT OF CONTRACT

Neither this contract, nor any portion thereof, shall be assigned, except by formal approval of the City Commission. No such approval will be construed as making the City a part of or to such assignment, or subjecting the City to liability of any kind to any assignee. No subcontract or assignment shall, under any circumstances, relieve the Contractor of his liability and obligation under this contract, and despite any such assignment, the City shall deal through the Contractor only. However, if the company is sold during the life of the contract, the buying agent must provide the City with a letter signed by an officer of the new owner that can legally bind the company, stating that they will continue to perform the requirements of the contract under all the terms, conditions, and specifications so stated in the contract.

3. CONTRACTOR'S RESPONSIBILITY

Contractor shall provide sufficient manpower so as to perform work safely and expeditiously with all equipment plainly marked with the company name. All equipment provided pursuant to this agreement shall be in good and proper working order. No work shall be performed before 8:00 AM. Exceptions to this schedule can only be made with the prior approval of the City in writing. The Contractor shall provide a qualified superintendent present on the site at all times, as a fully authorized agent of the Contractor, and capable of making on-site decisions. It shall be the responsibility of the Contractor to remove from the job site and properly dispose of all residues at the end of each and every workday. Any materials or equipment left on site shall be secured by the Contractor, who is fully and totally responsible for security. Loss of materials or equipment due to theft, vandalism, etc. shall be the responsibility of the Contractor. Any material left on site overnight shall be properly marked and identified in order to ensure public safety.

4. DAMAGE TO PUBLIC AND/OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows, and vehicles 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 in equal or better condition at no additional cost to the City. The Contractor shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, immediately make all repairs, replacements and dressings to damaged materials, to the approval of the City, at no additional cost to the City. In the event of damage to public and/or private property, the Contractor shall immediately contact the City's Public Services Department by telephone at (954) 597-3700 and inform the appropriate staff member about the location and extent of the damages.

5. PERMITS AND LICENSES

The Contractor shall be responsible for securing all City permits. However, all City permit fees will be reimbursed, except for the City Public Art Fund Fee, which is equal to 1% of construction cost that requires a building permit. Please include the cost of the Art Fund Fee as a part of your bid pricing. The successful Contractor shall submit copies of all permits required for this work. The Contractor shall be responsible to secure the necessary construction permits from other agencies as may be required by those agencies. Cost of any required permits, will be reimbursed by City without markup (i.e. direct pass-through), for properly submitted invoices.

6. SITE INSPECTION – CITY

All work will be conducted under the general direction of the Public Services Department, and Building Department of the City of Tamarac, and is subject to inspection by the appointed inspectors to ensure compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization from the aforementioned agencies nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract.

Any work performed past City of Tamarac's normal working hours (M-F, 8:00 AM – 4:00 PM) must be inspected. If any work is done outside of normal working hours, the City inspector is to be compensated by the Contractor at a rate of \$55.00/hour. However, if a City contract/consultant inspector is used, the Contractor will compensate that inspector at the same cost as the City's cost. In addition, the City inspector must be onsite at least one (1) hour prior to closing site for each day. If site closure has taken place after 4:30 PM, the City inspector will be compensated at the above provision.

7. SUBMITTALS

Contractor shall submit all required forms and documents as required by this contract including but not limited to bonds, insurance certificates and any required drawings within 15 days from the Award. Additionally, Contractor shall apply for all applicable licenses or permits within 15 days of the Notice to Proceed.

8. WAIVER OF LIENS

Prior to Final Payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is subject of

the Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release the CITY from all claims of liability to the Contractor in connection with the Agreement.

9. DELIVERY

All items shall be delivered F.O.B. destination to a specific City of Tamarac address. All delivery costs and charges must be included in the bid price. Project completion shall be within **Ninety Days (90)** calendar days from Contractor's receipt of City's Notice to Proceed subject to any permitted extensions of time under the Contract Documents. The work under this agreement shall be substantially complete (i.e. Substantial Completion) within **Sixty Days (60)** calendar days from issuance of the City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. Final Completion shall be within 30 calendar days from the date of substantial completion, subject to any permitted extensions of time under the Contract Documents. For the purposes of this Agreement, substantial completion shall mean the project is sufficiently complete in accordance with the Contract Documents so that the project can be occupied or used for its intended purpose, void of any safety concerns. For the purposes of this Agreement, final completion shall mean the issuance of final payment. Vendor shall be given an ample amount of time to acquire materials before the installation.

10. PAYMENT

Payment will be made monthly for work that has been completed, inspected and properly invoiced. A retainage of 10% will be deducted from monthly payment up to 50% of project completion followed by 5% thereafter. Retainage monies will be released upon satisfactory completion and final inspection of the specific work order. Invoices must bear the project name, project number, bid number and purchase order number. The City has up to thirty (30) days to review, approve and pay all invoices after receipt. The Contractor shall invoice the City and provide a written request to the City to commence the one-year warranty period. All necessary Release of Liens and Affidavits shall be processed before the warranty period.

11. CONTRACT DOCUMENTS

The contract documents shall consist of the Standard Form of Agreement, Bid Proposal executed and submitted by the Contractor, plans and specifications (where applicable), any addenda or change orders, bond(s), insurance certificate(s), and the City's Resolution awarding the bid.

12. CHANGE ORDERS

Without invalidating the contract, without any monetary compensation, and without notice to any surety, the City reserves and shall have the right to make increases, decreases or other changes to the work as may be considered necessary or desirable to complete the proposed construction in a satisfactory manner. The Contractor shall not start work pursuant to the change order until a change order setting forth the adjustments is approved by the City, and executed by the City and Contractor. Once the change order is so approved, the Contractor shall promptly proceed with the work.

13. CHANGES IN THE WORK/CONTRACT PRICE

13.1 CONTRACT PRICE

The Contract Price constitutes the total compensation (subject to authorized adjustments, if applicable) payable to the Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Price or Time except as approved in writing by the City Engineer/Project Manager.

13.2 CHANGE ORDER

The Contract Price and/or Time may only be changed by a Change Order. **A fully executed change order for any extra work must exist before such extra work is begun.** Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. The amount of the claim with supporting data shall be delivered (unless the Owner allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.

14. CHANGES IN CONTRACT TIME

14.1 CHANGE ORDER

The Contract Time may only be changed by a Change Order. A fully executed change order must exist prior to extension of the contract time.

14.2 Notice

Any claim for an increase or decrease in the Contract Time shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Contractor hereby agrees to waive rights to recover any lost time or incurred costs from delays unless Contractor has given the notice and the supporting data required by this Paragraph.

14.3 Basis for Extension

Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the Contractor can clearly demonstrate that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of delay, available to absorb specific delays and associated impacts is used.

15. CITY'S OPTION

In the event satisfactory adjustment cannot be reached by the City and the Contractor for any item requiring a change in the contract, and a change order has not been issued, the

City reserves the right at its sole option to terminate the contract as it applies to these items in question and make such arrangements as the City deems necessary to complete the work. The cost of any work covered by a change order for an increase or decrease in the contract price shall be determined by mutual acceptance of a lump sum by the City and Contractor. If notice of any change in the contract or contract time is required to be given to a surety by the provisions of the bond, the giving of such notice shall be the Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the CITY. Failure of the Contractor to obtain such approval from the Surety may be a basis for termination of this Contract by the CITY.

16. BONDS

The Contractor shall furnish separate Performance and Payment Bonds in the amount of **One Hundred Percent (100%)** of the total bid award amount as security for the faithful project performance and payment of all of the Contractor's obligations under the contract documents, per City Code Section 10-156. At the completion and formal approval and acceptance of all work associated with the project, a one year warranty period will begin. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in Florida, the Contractor shall, within seven (7) days thereafter, substitute another bond meeting the requirements outlined above, which must also be acceptable to the City.

Pursuant to the requirements of Chapter 255.05 (1) (b), Florida Statutes, the Contractor shall ensure that the Bond or Bonds referenced above **shall be recorded in the Public records of Broward County**. Proof of recording must be submitted to the City prior to issuance of a purchase order. One (1) set of originals is required.

17. PERFORMANCE, PAYMENT AND WARRANTY BONDS

Within **fifteen (15)** calendar days after contract award, but in any event prior to commencing work, the Successful Bidder shall execute and furnish the CITY a Performance Bond and Payment Bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. The Contractor shall be required to provide acceptable, separate Performance and Payment Bonds in the amount of **One-Hundred Percent (100%)** of the bid award. The Performance Bond shall be conditioned that the Successful Bidder performs the contract in the time and manner prescribed in the contract. The Payment Bond shall be conditioned that the Successful Bidder promptly make payments to all persons who supply the Successful Bidder in the prosecution of the work provided for in the contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law and that they shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the carrying out of said contract which the CITY may be required to make under the law. **Payment and Performance Bonds must be submitted on City forms, included herein.**

Such bonds shall continue in effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents with the final

sum of said bonds reduced after final payment to an amount equal to **twenty five percent (25%)** of the Contract price, or an additional bond shall be conditioned that the Successful Bidder correct any defective or faulty work or material which appear within one (1) year after final completion of the Contract, upon notification by CITY. The Warranty Bond shall cover the cost of labor as well as materials.

Pursuant to the requirements of Chapter 255.05 (1) (b), Florida Statutes, the Contractor shall ensure that the Bond or Bonds referenced above shall be recorded in the Public records of Broward County. Proof of recording must be submitted to the City prior to issuance of a purchase order. One (1) set of originals is required.

18. LOCATION OF EXISTING UTILITIES

Existing utilities may be shown on the drawings. Such information is shown for design purposes and the existing and detail given is information that is obtained during the design period and is not necessarily complete, correct or current. Prior to commencement of construction, the Contractor is responsible for locating existing city utilities affected by the construction in the field. Such utilities include but are not limited to water mains, force mains, gravity sewers, pump stations, storm sewers and drain systems. The City will provide to the Contractor available construction drawings for locating existing city utilities. However, the City cannot guarantee the accuracy of drawings or any information related to existing utilities and the City will not assume responsibility or liability for damage resulting from the Contractor incorrectly locating existing utilities.

Damage to any of the City's utilities incorrectly located by the Contractor or his agents shall be the responsibility of the Contractor and shall be repaired and or replaced to equal or better condition at the Contractor's expense. The Contractor shall also be liable for all damages and claims against or by the City arising in any way from damage or interference with such utilities.

No additional compensation shall be allowed to the Contractor for any delays, inconvenience or damage sustained by him due to interference and/or incorrectly locating such utilities or appurtenances.

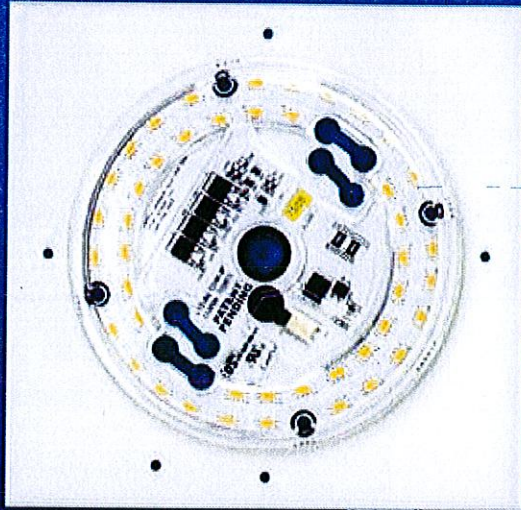
Numerous utilities not owned by the City exist within the project area that may or may not have been depicted on the drawings. The Contractor shall exercise care in digging and other work so as to not damage existing utilities including overhead utilities and underground cables and pipes. The Contractor is also responsible for contacting the Sunshine State One Call Center of Florida (Sunshine) at 1-800-432-4770 to determine location of underground utilities. Calls to Sunshine must be made at least 48 hours before digging but not more than five (5) days prior. Contractor is responsible for renewing locates if job extends beyond marking period established by Sunshine. Any utility in the vicinity that is not a member of the Sunshine Service must be notified directly.

Should any underground obstructions be encountered which interfere with the work, the City shall be notified at once. The Contractor shall be responsible for the immediate repair of any damage caused by the work, and shall be responsible for any disruption of service caused by this damage.

19. CONFLICT WITH EXISTING UTILITIES

Upon completion of locating existing utilities affected by the proposed construction by the Contractor, and prior to commencement of construction, the Contractor shall examine the alignment of proposed work to be constructed and identify any conflicts with existing utilities. If such conflicts exist, the Contractor shall undertake accurate surveys to determine elevations of utilities and shall notify the Engineer/Project Manager in writing seven (7) working days prior to the scheduled construction. The Engineer/Project Manager may revise the proposed design or recommend ways and means to avoid such conflicts. The Contractor may re-schedule his work so that the construction can be completed on time. No claim for down times by the Contractor shall be allowed.

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EOS LED RETROFIT KITS

- UL 1598 Classified Retrofit Kit
- AC Driver-On-Board Technology
- Data Per NVLAP Accredited Laboratory
- TRIAC Dimmable To 5% (forward & reverse phase)
- Energy Star CSD
- 5 Year Warranty



RoHS
compliant

SPECIFICATIONS

- Input Voltage: 120VAC; 50/60Hz
- 13W, 14W & 23W Models
- Available in 3000K or 4000K
- Constant current design
- High power factor > 0.98
- Estimated 50,000 hrs L70
- Max Lens Temp. (Tc): 80°C (see below for Tc location)
- Optical grade polycarbonate lens
- Standard mounting options for easy install
- Integrated powdercoated aluminum heat sink with ground wire
- On board line surge protection
- Optional MOV ground surge protection
- 18" 18 AWG Leads
- UL 1598 Classified
- FCC compliance Class B

Full specifications available on cut sheets

POWER OPTIONS @ 80CRI

13W EOS RETROFIT

910lm, 3000K = 70lm/W
1000lm, 4000K = 76lm/W

14W EOS RETROFIT

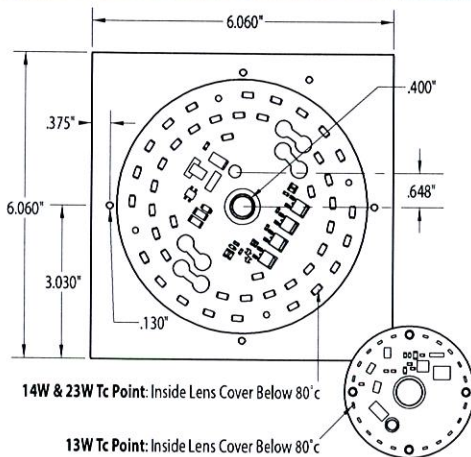
1350lm, 3000K = 96lm/W
1400lm, 4000K = 100lm/W

23W EOS RETROFIT

1850lm, 3000K = 80lm/W
1900lm, 4000K = 82lm/W

90CRI models special order

EOS Retrofit Kits available in component form. Contact Inter-Global for more information.



SL08-AC120R-W-M807PL
13W, 910LM, 3000K

SL08-AC120R-C-M807PL
13W, 1000LM, 4000K

SL12-AC120R-W-M807PL
14W, 1350LM, 3000K

SL12-AC120R-C-M807PL
14W, 1400LM, 4000K

SL18-AC120R-W-M807PL
23W, 1850LM, 3000K

SL18-AC120R-C-M807PL
23W, 1900LM, 4000K

PART NUMBER GUIDE

SL08 - AC120R - W - M807PL - M

SL08 13W
SL12 14W
SL18 23W

AC120R INPUT VOLTAGE

W 3000K
C 4000K

M807PL HEAT SINK #

OPTIONAL

M
MOV SURGE
PROTECTION

For more information contact our sales department at 1-800-325-7364 or visit www.interglobal-inc.com

SPECIAL PROVISIONS

Bid No. 16-24RB **Sports Complex Walkway LED Project**

1. PURPOSE OF BID

The City of Tamarac is hereby requesting Bids, from qualified Contractors, for the installation of new LED lighting on thirty five (35) existing poles at Tamarac Sports Complex, per specifications herein; including all hardware, electrical wiring, switches, conduit, new electric controls and all permit submittals in full compliance with current Florida Building Code and Miami-Dade Product Approvals. All existing features that need to be relocated, modified due to conflict with new installation, or replaced shall be the responsibility of the Contractor.

2. BASIC DEFINITIONS

Wherever used in the Agreement or in other Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural of each:

- | | |
|---|--|
| <p>2.1 Addenda – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the bidding requirements or the contract document.</p> | <p>Certificate(s) of Insurance, Bonds and any additional modifications and supplements, Change Orders and Work directive changes issued on or after the effective date of the Contract. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.</p> |
| <p>2.2 Agreement – The written agreement between the City and the Contractor covering the Work to be performed including other Contract Documents that are attached to the Agreement and made a part thereof.</p> | <p>2.7 Contract Times – the number of consecutive calendar days stated in the Contract Documents to achieve substantial completion and/or complete the Work so that it is ready for final payment as evidenced by the Capital Projects Manager's/Project Manager's written recommendation of final payment.</p> |
| <p>2.3 Application for Payment – the form acceptable to the Engineer/Project Manager which is used by the Contractor during the course of the work in requesting progress or final payments and which is accompanied by such supporting documentation as is required by the Contract Documents.</p> | <p>2.8 Defective – An adjective which when modifying the Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to final payment.</p> |
| <p>2.4 Change Order – A document that is signed by the Contractor and the City and authorizes an addition, deletion or revision in the Work within the general scope of this Agreement, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.</p> | <p>2.9 Drawings – The drawings that show the character and scope of the Work to be performed and which are referred to in the Contract Documents.</p> |
| <p>2.5 City – The City of Tamarac, Florida. Also referred to as Owner.</p> | <p>2.10 Effective Date of the Agreement – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.</p> |
| <p>2.6 Contract Documents – The contract documents consist of this Agreement, conditions of the contract (General, Supplementary and other Conditions), drawings, specifications of Bid No. 06-13B, all addenda issued prior to, all modifications issued after execution of this Agreement, Notice of Award, Notice to Proceed,</p> | |

- 2.11 Engineer/Project Manager** – The City's authorized project representative. The words "Engineer" and "Engineer/Project Manager" are used interchangeably.
- 2.12 Capital Projects Manager** – An authorized representative of the City.
- 2.13 Field Order** – A written order issued by the Engineer/Project Manager that requires minor changes in the Work but does not involve a change in Contract Price or Contract Time.
- 2.14 FDOT** – the State of Florida Department of Transportation
- 2.15 Milestone** – A principal event specified in the Contract Documents relating to an intermediate complete date or time prior to Substantial Completion of all the Work.
- 2.16 Notice to Proceed** – A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract Documents.
- 2.17 Project** – the total construction for which the Contractor is responsible under this agreement, including all labor, materials, equipment and transportation used or incorporated in such construction.
- 2.18 Specifications** – Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and Workmanship as applied to the Work and certain administrative details applicable thereto.
- 2.19 Subcontractor** – An individual, firm or corporation having a direct Contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
- 2.20 Substantial Completion** – "Substantial Completion" means the finishing or accomplishing of substantial performance of the Work as proscribed in the Contract Documents. "Substantial Performance" means that there has been no willful departure from the terms of the Contract Documents and the Work has been honestly and faithfully performed in its material and substantial particulars. The term "Final Completion" means the City's acceptance of the job.
- 2.21 Final Completion** - "Final Completion" means the City's acceptance of the job and issuance of final payment.
- 2.22 Supplier** – A manufacturer, fabricator, supplier, distributor, materialman or vendor.
- 2.23 Unit Price Work** – Work to be paid for on the basis of unit prices.
- 2.24 Work** – The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work is the result of performing services, specifically, including but not limited to construction, furnishing labor, testing, documentation, equipment and materials used or incorporated in the construction of the entire Contract Documents. The words "Project" and "Work" are used interchangeably.
- 2.25 Work Change Directive** – A written directive to the Contractor issued on or after the effective date of the Agreement and signed by the City and recommended by the Engineer/Project Manager ordering an addition, deletion or revision in the Work. A Work Change Directive shall not change the Contract price or time, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time.
- 2.26 Written Amendment** – A written amendment of the Contract Documents, signed by the CITY and the Contractor on or after the Effective Date of the Agreement and normally dealing with the non-Engineering, or non-technical aspects rather than strictly Work related aspects of the Contract Documents.

3. ENUMERATION OF CONTRACT DOCUMENTS

If any portion of the Contract Documents appears to be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence:

1. The Technical Specifications
2. The Contract Drawings
3. The Special Provisions
4. Special Conditions
5. The Instructions to Bidders and General Terms and Conditions

6. The Sample Agreement

As between schedules and information given on Drawings, the schedules shall govern; as between figures given on Drawings and the scale measurements, the figures shall govern; as between large-scale drawings and small-scale drawings, the larger scale drawings shall govern.

4. INTENT

It is the intent of the Contract Documents to describe a functionally complete Project in accordance with the Plans and Specifications. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied 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. 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 implications, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of contract award, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the City, the Contractor, or any of their consultants, agents or employees from those set forth in the Contract Documents.

5. SUPPLEMENTS, MINOR VARIATIONS OR DEVIATIONS

In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized in one or more of the following ways:

5.1 The Engineer/Project Manager's approval of a shop drawing or sample; or

5.2 The Engineer/Project Manager's written interpretation or clarification.

6. CONTRACTOR'S ADDITIONAL RESPONSIBILITY

6.1 The Contractor shall provide sufficient manpower so as to perform work safely and expeditiously with all equipment plainly marked with the company name. All equipment provided pursuant to this agreement shall be in good and proper working order.

6.2 The Contractor shall provide a qualified, English speaking, superintendent present on the site at all times. The superintendent shall be a fully authorized agent of the Contractor, and have full authority to make on-site decisions and commitments regarding the Contractors Work.

6.3 The superintendent shall be satisfactory to the City and shall not

be changed except with consent of the Capital Projects Manager/Project Manager.

6.4 The Contractor shall assign to the work site at least one (1) supervisor at all time capable of making field decisions, interpreting plans, etc. The Contractor shall also provide suitable personnel who shall be available after work hour emergencies and capable of making appropriate decisions. The Contractor shall supply competent and physically capable employees having the requisite skill and experience to perform the work in a workmanlike manner. The City may require the Contractor to remove any employee working for or under the Contractor that the City deems careless, incompetent, insubordinate

- or otherwise objectionable. The Contractor shall be responsible to the City for the acts and omissions of all subcontractors and personnel working under the Contractor.
- 6.5** The Contractor shall be aware that the job may be subject to vehicular and pedestrian traffic at all times of the day and night.
- 6.6** Loss of materials or equipment due to theft, vandalism, etc. shall be the responsibility of the Contractor. Any material left on site overnight shall be properly marked and identified in order to ensure public safety.
- 6.7** The Contractor is responsible for familiarizing itself with the nature and extent of the Contract Documents, the Work, the locality, and with all local conditions, verifying all pertinent figures and applicable field measurements, and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect cost, progress, or performance of the Work. The Contractor is responsible for making or causing to be made any examinations, investigations, tests and studies as it deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with other terms and conditions of the Contract Document.
- 6.8** Before beginning the Work or undertaking each component part of the Work, The Contractor shall carefully study the Contract Documents, Special Conditions, Technical Specification, all pertinent figures and site conditions. The Contractor shall promptly report in writing to the Engineer/Project Manager and the City any conflict, error or discrepancy which the Contractor may discover and shall obtain a written interpretation or clarification from the Project Manager before proceeding with any Work affected thereby.
- 6.9** Unless otherwise provided in the Contract Documents, the Contractor shall provide or cause to be provided and shall pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- 6.10** The Contractor shall be responsible for and shall coordinate all construction means, methods, techniques, sequences and procedures.
- 6.11** The Contractor shall keep the City and the Project Manager informed of the progress and quality of the Work.
- 6.12** If requested in writing by the Contractor, the City, with reasonable promptness and in accordance with time limits agreed upon, shall interpret the requirements of the Contract Documents and shall decide (subject to other provisions in the Contract Documents governing claims, disputes and other matters in question) matters relating to performance. Such interpretations and decisions shall be in writing.
- 6.13** The Contractor shall correct all Work, which does not conform to the Contract Documents.
- 6.14** The Contractor warrants to the City that materials and equipment incorporated in the work will be new unless otherwise specified, and that the Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents.
- 6.15** The Contractor shall pay all applicable sales, consumer, use and similar taxes, and shall secure and pay for permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work. The Contractor shall identify all governmental authorities and

- agencies having jurisdiction to approve the construction, and obtain all permits and approvals with such governmental authorities as have jurisdiction, and assist the City in consultations with appropriate governmental authorities and agencies in obtaining all permits and approvals.
- 6.16** Without limiting the foregoing, the Contractor shall pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits, **not previously obtained by the owner or its agent**, from all governmental authorities which have jurisdiction over all aspects of this Work except City permits and fees which shall be waived except for so much of said fees as the City is required to remit to other governmental agencies.
- 6.17** The Contractor shall give notices and comply with laws, ordinances, rules, regulations and lawful orders of public authorities relating to the Project.
- 6.18** The Contractor shall be responsible to the City for acts and omissions of the Contractor's employees and parties in privacy of contract with the Contractor
- to perform any portion of the Work, including their agents and employees.
- 6.19** The Project Manager shall prepare Change Orders for the City's approval and execution in accordance with the Contract Documents. Any work, which is commenced without a Change Order or Work Directive being approved, shall constitute a waiver of any claim of compensation for such work. All Change Orders must be approved by the City Manager or designee identified as such in writing.
- 6.20** The Contractor shall maintain in good order when present at the site one record copy of the drawings, specifications, product data, samples, shop drawings, Change Orders and other Modifications marked currently to record changes made during construction. These shall be delivered to the City upon completion of the construction and prior to final payment.
- 6.21** Contractor must repair any pavement, concrete, brick pavers, etc., disturbed as a result of any work within the scope of this contract to all applicable codes and City standards.

7. FAMILIARITY WITH THE TOTAL SCOPE OF THE PROJECT

- 7.1** The Contractor shall be familiar with the total scope of the project prior to bidding. In case of any questions or conflict, they must be brought to the attention of the Senior Procurement Specialist prior to bidding. If further assistance is needed, the Contractor may contact the Director of Public Services. The City shall not be responsible for the Contractor's failure to comply with this requirement.
- 7.2** The Contractor shall be responsible for repair and restoration of all utilities or any other items damaged during the Work.
- 7.3** By execution of the Agreement, The Contractor acknowledges that all requirements and conditions necessary to fulfill this Contract have been met. No contract adjustments shall be allowed for concealed site conditions.

8. SHOP DRAWINGS AND SAMPLES

- 8.1** The Contractor shall submit to The Project Manager for review and approval **eight (8) copies** of all Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures and manufactured articles. The purpose of the Shop Drawing is to show the suitability, efficiency, technique-of-manufacture,

installation requirements and detail of the item and evidence of compliance with the Contract Documents. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable the Engineer/Project Manager to review the information as required.

- 8.2** The Contractor shall also submit to the Project Manager for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents and each sample shall be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.
- 8.3** Before submission of each Shop Drawing or sample, the Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.
- 8.4** At the time of each submission, the Contractor shall give the Engineer/Project Manager specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to the Engineer/Project Manager for review and approval of each such variation. Failure to point out such departures shall not relieve the Contractor from his responsibility to comply with the Contract Documents.
- 8.5** Approval of the Shop Drawings by the Engineer/Project Manager shall be general and shall not relieve the Contractor of responsibility for the accuracy of such drawings nor for the proper fittings and construction of the Work, nor for the furnishing of material or Work required by the Contract Documents and not indicated on the drawings. No Work called for by any Shop Drawing shall be done until the Engineer/Project Manager has approved the drawings. The costs incurred for the Engineer/Project Manager's review of shop drawings, substitutes, "or equal" items, or change orders shall be paid by the Contractor.

9. SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 9.1** The Contractor shall furnish, in writing on the form included, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Contractor shall not change a Subcontractor, person or entity previously selected if the City makes reasonable objection to such change.
- 9.2** The Contractor shall be fully responsible to the City for all acts and omissions of the Contractor's employees, subcontractors, suppliers and other persons directly or indirectly employed by his subcontractors, suppliers and of persons whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect contract with the Contractor. Nothing in the Contract Documents shall create any Contractual relationship between the City and any such subcontractor, supplier, or other person or organization, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such subcontractor, supplier, or other

person or organization except as may otherwise be required by laws and regulations.

10. CITY'S RESPONSIBILITIES

- 10.1** The City shall designate a representative authorized to act on the City's behalf with respect to the Project. The City or such authorized representative shall examine documents submitted by the Contractor and shall promptly render decisions pertaining thereto to avoid delay in the orderly progress of the Work.
- 10.2** The City may appoint an on-site Project representative to observe the Work and to have such other responsibilities as the City and the Contractor agree in writing prior to execution of this Agreement.
- 10.3** The City shall cooperate with the Contractor in securing building and other permits, licenses and inspections.
- 10.4** If the City observes or otherwise becomes aware of a fault or defect in the Work or nonconformity with the Contract Documents, the City shall give prompt written notice thereof to the Contractor.
- 10.5** The City shall furnish required information and services and shall promptly render decisions pertaining thereto to avoid delay in the orderly progress of the design and construction.
- 10.6** The City shall communicate with subcontractors only through the Contractor.
- 10.7** The City shall furnish data required of the City under the Contract Documents promptly.
- 10.8** If the Work is defective, or the Contractor fails to supply sufficient skilled Workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other party.

11. ENGINEER/PROJECT MANAGER'S RESPONSIBILITIES

- 11.1** The Engineer/Project Manager or his designee will be the City's representative during the construction period and until final payment is made.
- 11.2** The Engineer/Project Manager will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Engineer/Project Manager's efforts will be directed toward providing for the City a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site inspections, the Engineer/Project Manager shall keep the City informed of the progress of the Work and shall endeavor to guard the City against defects and deficiencies in the Work.

- 11.3** The Engineer/Project Manager will issue technical clarifications and interpretations, with reasonable promptness. Should the Contractor fail to request interpretation of items the Contractor determines to be questionable in the Contract Documents neither the City nor the Engineer/Project Manager would thereafter entertain any excuse for failure to execute the Work in a satisfactory manner based upon such a reason or claim.
- 11.4** The Engineer/Project Manager may authorize minor variations in the Work from the technical requirements of the Contract Documents, which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These shall be accomplished by a Field Order and will be binding on the City, and also on the Contractor who shall perform the Work involved promptly.
- 11.5** The Engineer/Project Manager will have the authority to disapprove or reject Work that the Engineer/Project Manager believes to be defective, and will also have authority to require special inspections or testing of the Work whether or not the Work is fabricated, installed or completed.

12. AVAILABILITY OF AREA TO STORE EQUIPMENT AND MATERIAL

City will make every effort to provide suitable areas within or near the project site. Restoration of all storage areas shall be Contractor's responsibility.

13. CLEANUP AND RESTORATION

- 13.1** During and after completion of all work, the Contractor shall be responsible for all cleanup including but not limited to sweeping, cleaning and removal of loose material. Leftover or excessive material, debris, etc. must be completely removed from the work area and other affected areas at no expense to the City at the end of work. It shall be the Contractor's responsibility to protect any debris from obstructing or getting into any wastewater, water or storm water conveyance system. If any grassed area is disturbed, it shall be promptly restored at the Contractor's expense.
- 13.2** Cleanup shall be performed on a routine basis in order to facilitate the maintenance of all work areas. Any damage to public or private property resulting from improper or incomplete cleanup shall be the sole responsibility of the Contractor as per Section 14, Damage to Public and/or Private Property.
- 13.3** The Contractor shall be responsible for the proper and legal removal and disposal of all construction debris.
- 13.4** The project site shall be maintained in a neat and clean manner, and upon final cleanup, the project site shall be left clear of all surplus material and debris. Paved areas shall be swept clean.
- 13.5** If the Contractor fails to properly maintain the site or perform required clean-ups and debris removal the City shall place the Contractor on written notice to perform required clean up. Contractor shall perform required clean up within twenty-four (24) hours of receipt of the City's written notice.

- 13.6** In the event that the Contractor does not comply, the City may correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor costs of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover the amount of the deduction, the Contractor shall pay the difference to the City.

14. DAMAGE TO PUBLIC AND/OR PRIVATE PROPERTY

- 14.1** Extreme care shall be taken to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows, and vehicles 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 in equal or better condition at no additional cost to the City.
- 14.2** The Contractor shall use all means to protect existing objects, structures and vegetation designated to remain.
- 14.3** In the event of damage, Contractor shall immediately make all repairs, replacements and dressings to damaged materials, to the approval of the City, at not additional cost to the City.
- 14.4** In the event of damage to public and/or private property, the Contractor shall immediately contact the City's Public Works Department by telephone at (954) 597-3700 and inform the appropriate staff member about the location and extent of the damages.
- 14.5** In the event that the Contractor does not immediately repair to the satisfaction of the City damage to public and/or private property, the City may correct such damage. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor costs of correcting such damage. If the payments then or thereafter due the Contractor are not sufficient to cover the amount of the deduction, the Contractor shall pay the difference to the City.

15. CONNECTION TO CITY WATER

The Contractor must also comply with all City of Tamarac Utility Department and Building Department requirements, and contact these departments at least 48 hours prior to start of work.

16. BASIS OF PAYMENT, UNIT PRICES AND RIGHT TO CHANGE QUANTITIES

Payment at the contract unit price shall be inclusive of all labor, materials, and equipment along with incidental items.

17. ACCEPTANCE OF WORK

Acceptance shall be based upon satisfactory completion; material test results, performance and appearance of the Work after the materials have established, been placed or found to be in good operating order. Prior to final acceptance, the Contractor shall remove and replace, satisfactory to the City, all defective areas. Any adjusted area that is found to be of an unsatisfactory condition shall be rejected and shall be removed and restored by the Contractor at no expense to the City.

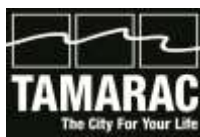
18. TESTS AND INSPECTIONS

- 18.1** The Contractor shall give the City timely notice of readiness of the Work for all required inspections, tests or approvals. The Contractor shall assume full responsibility, pay all costs in connection therewith and furnish the City the required certificates of inspection, testing or approval for all materials, equipment for the Work and any part thereof unless otherwise specified herein.
- 18.2** The City inspectors shall have no authority to permit deviations from or to relax any of the provisions of the Contract Documents, or to delay the Agreement by failure to inspect the materials and Work with reasonable promptness.
- 18.3** The payment of any compensation in any form, or the giving of any gratuity or the granting of any favor by the Contractor to any inspectors, directly or indirectly is strictly prohibited and any such action on the part of the Contractor will constitute a breach of this Agreement.

19. CORRECTION OR REMOVAL OF DEFECTIVE WORK

- 19.1** The Contractor shall correct Work rejected by the City or known by the Contractor to be defective or failing to conform to the Construction Documents, whether observed before or after Final Completion and whether or not fabricated, installed or completed, and all work found to be defective in the one-year period from the date of Substantial Completion (the Warranty Period) shall be the responsibility of the Contractor, or within such longer period provided by any applicable special warranty in the Contract Documents.
- 19.2** The City shall provide the Contractor with written notice regarding defective or rejected work. Within seven days after receipt of such written notice from the City the Contractor shall commence with corrective action to remove and replace it with Work that is not defective or rejected.
- 19.3** If the Contractor fails to correct defective Work as required or persistently fails to carry out the Work in accordance with the Contract Documents, the City, by written order may stop the Work, or any portion thereof, until the cause for such order has been eliminated; however the City's right to stop the Work shall not give rise to a duty on the part of the City to exercise the right for benefit of the Contractor or other persons or entities.
- 19.4** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents within seven days after receipt of written notice from the City to commence and continue correction of such default or neglect, the City may give a second written notice to the Contractor. If within seven days following receipt of the second notice, the Contractor fails to correct such default or neglect with diligence and promptness, the City may correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor costs of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover the amount of the deduction, the Contractor shall pay the difference to the City.

20. PROGRESS PAYMENTS



- 20.1** The Contractor shall deliver to the City itemized Applications for Payment for Payment. The Contractor may requisition payments for Work completed during the Project at intervals of not more than once a month. The Contractor's requisition shall show a complete breakdown of the Project components, the quantities completed and the amount due, together with a certification by the Contractor that the Contractor has disbursed to all Subcontractors and Suppliers their pro-rata shares of the payment out of previous progress payments received by the Contractor for all Work completed and materials furnished in the previous period and that properly executed releases of liens by all Subcontractors, Suppliers and materialmen were provided and included in the Contractor's previous applications for payment, and any other supporting documentation as may be required by the Engineer/Project Manager or Contract Documents. Each requisition shall be submitted in triplicate to the Engineer/Project Manager for approval. The City shall make payment to the Contractor within thirty (30) calendar days after approval by the Engineer/Project Manager of the Contractor's requisition for payment.
- 20.2** Within thirty (30) days of the City's receipt of a properly submitted and correct Application for Payment, the City shall make payment to the Contractor.
- 20.3** The City shall retain Ten percent (10%) of all monies earned thru 50% of project completion by the Contractor, and Five percent (5%) thereafter, until the Work is totally completed as specified, and accepted by the City. The parties hereto agree that 255.052, Florida Statutes, do not apply to this Agreement, or to any underlying agreements and obligations to which this Agreement pertains.
- 20.4** The Application for Payment shall constitute a representation by the Contractor to the City that, to the best of the Contractor's knowledge, information and belief, the design and construction have progressed to the point indicated, the quality of the Work covered by the application is in accordance with the Contract Documents and the Contractor is entitled to payment in the amount requested.
- 20.5** The Contractor shall pay each Subcontractor, upon receipt of payment from the City, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled in accordance with the terms of the Contractor's contract with such Subcontractor. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-Subcontractors in similar manner.
- 20.6** The City shall have no obligation to pay or to be responsible in any way for payment to a Subcontractor of the Contractor except as may otherwise be required by law.
- 20.7** No progress payment or partial or entire use or occupancy of the Project by the City shall constitute an acceptance of Work not in accordance with the Contract Documents.
- 20.8** The Contractor warrants that:
- Title to Work, materials and equipment covered by an Application for Payment will pass to the City either by incorporation in construction or upon receipt of payment by the Contractor, whichever occurs first;
 - Work, materials and equipment covered by previous Applications for Payment are free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens"; and (3) no Work, materials or equipment covered by an Application for Payment will have been acquired by the

Contractor, or any other person performing Work at the site or furnishing materials or equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

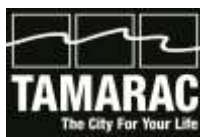
- 20.9** The Contractor may apply for the return of the retainage held pursuant to Section 20.3, if the Contractor has satisfied the requirements of the Contract relating to retainage. The City shall pay the Contractor the amount retained for the Work, less the reasonable value of incorrect or incomplete Work, liquidated damages or both. Final payment of such withheld sum shall be made upon correction or completion of such Work and resolution of all issues regarding liquidated damage. The release of retainage shall not become due until all Work is **One-Hundred Percent (100%)** completed as identified on the final punch list. The requirements of retainage include the following:

- 20.9.1** Repair and/or replacement of faulty or defective Work.
- 20.9.2** As-built drawings are submitted to and accepted by the City.
- 20.9.3** All Code requirements, inspections, testing and certificates of approval are conformed with, submitted and accepted by the City.
- 20.9.4** The City is satisfied all payrolls, bills for materials and equipment and other indebtedness connected with the Work for which the City might in any way be responsible have been paid or otherwise satisfied to the extent and in such form as may be designated by the City.
- 20.9.5** Release of Lien is submitted and accepted by the City.
- 20.9.6** The Contractor's completion of Punch List.
- 20.9.7** Warranties are submitted to and accepted by the City.

- 20.10** The City of Tamarac desires to have the ability to use a city credit card for payment. Contractors are encouraged to allow for the use of city credit cards as payment by the City.

21. CHANGE QUANTITIES/CHANGE ORDERS

- 21.1** The City, without invalidating this Agreement, may order additions, deletions or revisions to the Work. A written Amendment, Change Order or Work Change Directive shall authorize such additions, deletions or revisions.
- 21.2** All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this Project, increase the cost of the Work to the City or which extend the time for completion, must be formally authorized and approved by the appropriate City authority prior to their issuance and before Work may begin.
- 21.3** **No claim against the City for extra Work in furtherance of a Change Order shall be allowed unless prior written City approval pursuant to this section has been obtained.**
- 21.4** The Contract Price and Contract Time shall be changed only by Change Order or written Amendment.



- 21.5** The Engineer/Project Manager shall prepare Proposed Change Orders on forms provided by the City. When submitted for approval, they shall carry the signature of the Public Works Director, the City Manager, and the Contractor.
- 21.6** If the City and the Contractor are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract times that should be allowed as a result of a Work Change Directive, a claim may be made therefore.
- 21.7** The Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented.
- 21.8** If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility and the amount of each applicable bond shall be adjusted accordingly.
- 21.9** Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to the Engineer/Project Manager not later than fifteen (15) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the contract time will be valid if not submitted in accordance with this Paragraph.
- 21.10** The cost or credit to the City from a change in the Work shall be determined by one or more of the following ways:
- 21.10.1** By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation where unit prices do not exist in the contract documents;
 - 21.10.2** By unit prices stated in the Contract Documents or subsequently agreed upon; or
 - 21.10.3** By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

22. REGULATORY CHANGES

The Contractor shall be compensated for changes in the Work necessitated by the enactment or revision of codes, laws, or regulations subsequent to the submission of the Contractor's proposal.

23. SUBSTANTIAL COMPLETION

The specified warranty period for a specific Project does not begin until final completion of that project under that project's individual Notice to Proceed.

24. FINAL INSPECTION

Upon written notice from the Contractor that the Work is or an agreed portion thereof is complete, the City and the Engineer/Project Manager will make a final inspection and will notify the Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. The Contractor shall address such deficiencies in accordance with Section 19 "Correction or Removal of Defective Work" of this document.

25. FINAL APPLICATION FOR PAYMENT

25.1 After the Contractor has completed all such corrections to the satisfaction of the City and the Engineer/Project Manager and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked up record documents and other documents required by the Contract Documents, and after the Engineer/Project Manager has indicated that the Work is acceptable, the Contractor may make application for final payment. The final application for payment shall be accompanied by (1) complete and legally effective releases or waivers of all liens arising out of or filed in connection with the Work and a final affidavit; or (2) the Contractor's receipts in full covering all labor, materials and equipment for which a lien could be filed; or (3) a final affidavit stating that all laborers, materialmen, Suppliers and Subcontractors who Worked for the Contractor under this Contract have been paid in full or if the fact be otherwise, identifying the name of each lienor who has not been paid in full and the amount due or to become due each for labor, services or materials furnished and the reason(s) why the same remains unpaid. If any Subcontractor or Supplier fails to furnish a release or receipt in full, the Contractor may furnish a bond satisfactory to the City to indemnify the City against any such lien.

25.2 The Contractor shall also submit with the final application for payment, the completed set of "As-Built" drawings for review and approval. The "As-Built" drawings shall be prepared, sealed and certified by a professional registered land surveyor licensed by the State of Florida. The Contractor shall deliver Mylar sepias of the as-built project, signed, sealed and dated by the responsible professional. In addition, "As-Built" plans are to be submitted in a digital format in AutoCAD latest version. The Digital File is to be compatible with the City's GIS system. Final payment to the Contractor shall not be made until said drawings have been reviewed and approved by the Engineer/Project Manager. Prior to approval, if necessary, the drawings may be returned to the Contractor for changes or modifications if in the opinion of the Engineer/Project Manager they do not represent correct or accurate "As-built" drawings.

26. FINAL PAYMENT AND ACCEPTANCE

26.1 If, on the basis of the Engineer/Project Manager's observation of the Work during construction and final inspection, and the Engineer/Project Manager's review of the final Application for Payment and accompanying documentation, the Project Manager is satisfied that the Work has been completed and the Contractor's other obligations under the Contract Documents have been fulfilled, the Engineer/Project Manager will, within **thirty (30)** days after receipt of the final Application for Payment, indicate in writing the Project Manager's recommendation of payment and present the Application to the City for payment. Thereupon the Project Manager will give written notice to the City and the Contractor that the Work is acceptable. Otherwise, the Project Manager will return the Application to the Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case the Contractor shall make the necessary corrections and resubmit the Application. After presentation to the City of the Application and accompanying documentation, in appropriate form and substance, and with the Project Manager's recommendation and notice of acceptability, the amount recommended by the Project Manager will become due and will be paid by the City to the Contractor within the required time frame under Florida statute regarding such payments.

26.2 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the City to the Contractor when the Work has been completed, the Contract fully performed, and a final certificate for payment has been approved by the Project Manager. The making of final payment shall constitute a waiver of claims by the City except those arising from:

- 26.2.1** Liens, claims, security interests or encumbrances arising out of this Agreement and unsettled.
- 26.2.2** Faulty or defective Work and latent defects discovered after acceptance.
- 26.2.3** Failure of the Work to comply with the requirements of the contract documents.
- 26.2.4** Terms of special warranties required by the contract documents.
- 26.2.5** Any of the Contractor's continuing obligations under this Agreement.

26.3 The acceptance of final payment by the Contractor shall constitute a waiver of claims by that payee except those previously made in writing and identified as unsettled at the time of final application for payment.

27. CITY'S RIGHT TO WITHHOLD PAYMENT

- 27.1** The City may withhold in part, final payment or any progress payment to such extent as allowed under Florida statute, necessary to protect itself from loss on account of:
- 27.2** Defective Work not remedied.
- 27.3** Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor.
- 27.4** Failure of the Contractor to make payments to Subcontractors or Suppliers for materials or labor.
- 27.5** Damage to another Contractor not remedied.
- 27.6** The Contractor has incurred liability for liquidated damages.
- 27.7** Reasonable evidence that the Work cannot be completed for the unpaid balance of the contract sum.
- 27.8** Reasonable evidences that the Work will not be completed within the Contract time.
- 27.9** Failure to carry out the Work in accordance with the Contract Documents.
- 27.10** When the above grounds are removed or resolved or the Contractor provides a Surety Bond or Consent of Surety satisfactory to the City, which will protect the City in the amount withheld, payment may be made in whole or in part.

28. WARRANTIES

- 28.1** The Contractor warrants that all equipment, materials and Workmanship furnished, whether furnished by the Contractor or its subcontractors and Suppliers, will comply with the Technical Specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a Workmanlike manner.
- 28.2** The Contractor warrants to the City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.
- 28.3** The Contractor warrants to the City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation,

arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

29. CORRECTION PERIOD

29.1 The Contractor warrants all material and Workmanship as noted in the Technical Specifications from date of final acceptance by the City. If within the period of warranty from the date of final completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, whether observed before or after acceptance by the City, the Contractor shall commence with corrective action within seven (7) days after written notice of the such defect, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with Work that is not defective and satisfactorily correct and remove and replace any damage to other Work or the Work of others resulting therefrom. If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Workmanship corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of the Engineer/Project Manager, attorneys and other professionals) will be paid by the Contractor.

29.2 Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period as noted in the Technical Specifications after such correction or removal and replacement has been satisfactorily completed.

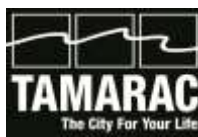
29.3 Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations that the Contractor might have under the Contract Documents. Establishment of the time period as described in Article 29, relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligation other than specifically to correct the Work.

30. CONSTRUCTION SCHEDULE

30.1 The construction schedule shall be in the form of a tabulation, chart or graph (MS Project latest edition) and shall be in sufficient detail to show the critical path and the chronological relationship of all activities contained in the project. These include, but are not limited to: estimated starting and completion dates of various activities, submittals required to the Engineer/Project Manager for

approval, procurement of material and scheduling of equipment.

30.2 The Construction Schedule shall allow for a maximum turnaround time by the Engineer/Project Manager of fourteen calendar days on all submittals, shop drawings and all requests for information.



30.3 The construction schedule shall reflect the completion of all Work to be performed within the specified time and in accordance with the Contract Documents.

30.4 The construction schedule shall be thoroughly reviewed and updated on a monthly basis. The revised schedule shall be submitted to the City at least every 30 days during the term of this Agreement and shall reflect a current schedule of activities, percent complete and remaining durations for all tasks.

30.5 Float, slack or contingency time derived from the early completion of

tasks on the critical path is not for the exclusive use or benefit of the Contractor. The Contractor shall not utilize such time without the prior written consent of the City.

30.6 If the Contractor desires to make changes in the method of operation after the construction approval of the construction schedule, or if the Engineer/Project Manager determines that the schedule fails to reflect the actual progress, the Contractor shall submit to the Engineer/Project Manager a revised construction schedule for approval.

31. PROTECTION OF PERSONS AND PROPERTY

31.1 The Contractor shall be solely responsible for initiating, maintaining and providing supervision for compliance with Occupational Safety and Health Act (OSHA) standards for safety precautions and programs in connection with the Work.

31.2 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1) employees on the Work and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein; and (3) other property at or adjacent to the site.

31.3 The Contractor shall comply with applicable laws, ordinances, rules, regulations and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury or loss.

31.4 The Contractor shall be liable for damage or loss (other than damage or loss to property insured under the property insurance provided or

required by the Contract Documents to be provided by the City) to property at the site caused in whole or in part by the Contractor, a Sub-Contractor of the Contractor or anyone directly or indirectly employed by either of them, or by anyone for whose acts they may be liable.

31.5 All unit prices provided by the Contractor as a part of this Bid shall include the cost of all safety equipment necessary for the performance of the Work.

31.6 The Contractor shall comply with the requirements of the Florida Trench Safety Act and all applicable OSHA Regulations pertaining to excavation.

31.7 The Contractor shall comply with Florida Statutes, Chapter 556, Underground Facility Damage Prevention and Safety Act and secure the underground locations and obtain a Sunshine State One Call Certification number prior to beginning any excavation.

32. HURRICANE AND SEVERE WEATHER PRECAUTIONS

- 32.1** The Contractor shall immediately take all protective actions necessary to secure the construction site, materials, debris and equipment to the satisfaction of Engineer/Project Manager. Engineer/Project Manager shall not be held liable for the construction site, materials, debris, and equipment.
- 32.2** All construction materials or equipment will be secured against displacement by wind forces.

33. WORK BY THE CITY OR CITY'S CONTRACTORS

- 33.1** The City reserves the right to perform Work related to, but not part of, the Project and to award separate contracts in connection with other Work at the site.
- 33.2** The Contractor shall afford the City's separate Contractors reasonable opportunity for introduction and storage of their materials and equipment for execution of their work. The Contractor shall incorporate and coordinate the Contractor's work with the work of the City's separate contractors as required by the Contract Documents.
- 33.3** Costs caused by defective or ill-timed Work shall be borne by the party responsible.

34. BID PREPARATION EXPENSE

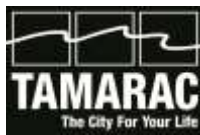
The Bidder preparing a bid in response to this bid shall bear all expenses associated with its preparation. The Bidder shall prepare a bid with the understanding that no claim for reimbursement shall be submitted to the City for the expense of bid preparation and/or presentation.

35. CONTINGENCY ALLOWANCE

A contingency allowance may have been allowed for this project. If so, it will be a pre-printed amount shown on the Bid Form/Schedule of Bid Prices. The Contractor shall add this amount to the total bid amount. If a contingency allowance is stipulated in the bid, the Contractor is not to use this contingency allowance without written permission from the City and upon written justification to the City for such use. Although the contingency allowance may be contained in the contract award amount, Contractor agrees that any unused portion of the contingency allowance shall remain with City and Contractor agrees they shall have no claim for the unused amount. The Contractor further agrees to execute a Change Order to the contract amount as may be required to deduct the unused amount of the contingency.

36. TRAFFIC CONTROL AND WORKING HOURS

- 36.1** The Contractor shall be responsible for maintaining all traffic controls during the entire period of the project. All traffic controls shall conform to the Manual of Uniform Traffic Control Device (MUTCD) and Florida Department of Transportation Roadway and Traffic Design Standards, latest edition and must be approved by the City in advance. At all times, at least one lane shall be kept open with adequate and legal traffic controls. Work shall be avoided during peak traffic hours. Working hours are set between 8 AM to 4 PM. Any deviation shall be approved in advance by City.
- 36.2** The Contractor shall be responsible for obtaining any and all required Maintenance of Traffic Permits from the appropriate regulatory authorities.
- 36.3** Road closure will not be permitted without written approval of the Engineer/Project Manager.



- 36.4** All unit prices provided by Contractor as a part of this Bid shall include all costs relating to the Maintenance of Traffic including any and all safety equipment necessary, including but not limited to barricades, signage, traffic markings, arrow boards, etc.

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Bid No. 16-24RB
Sports Complex Walkway LED Project

COMPANY NAME: (Please Print): _____

Phone: _____ **Fax:** _____

BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...

1. ☐ Carefully read the General Terms & Conditions, Special Conditions and Special Provisions.
2. ☐ Properly fill out the **Bid Forms and the Schedule of Bid Prices**.
3. ☐ Fill out and sign the **Non-Collusive Affidavit** and have it properly notarized.
4. ☐ Sign the **Certification** page. **Failure to do so may result in your Bid being deemed non-responsive.**
5. ☐ Fill out the **Bidder's Qualification Statement**.
6. ☐ Fill out the **References** page.
7. ☐ Sign the **Vendor Drug Free Workplace Form**.
8. ☐ Fill out the **List of Subcontractors**.
9. ☐ **Include a 5% Bid Guaranty. Failure to provide the stipulated bond or guaranty will result in automatic rejection of your bid.** Payment and Performance Bonds will be required and **must** be submitted on the City's forms, included herein.
10. ☐ Fill out and sign the **Certified Resolution**.
11. ☐ **Include proof of insurance.**
12. ☐ **Include copy of State Certified or County Competency License(s)**

Submit one (1) original document, marked "Original" on its exterior and two (2) copies, prior to the bid opening deadline as well as a PDF copy on a USB Flash Drive or CD, clearly marked with the BID NUMBER AND BID NAME on the outside of the package.

Make sure your Bid is submitted PRIOR to the deadline.

Late Bids will not be accepted.

Failure to provide the requested attachments may result in your bid being deemed non-responsive.

THIS SHOULD BE THE FIRST PAGE OF YOUR BID.

BID FORM**Bid No. 16-24RB****SPORTS COMPLEX WALKWAY LED PROJECT**

The City of Tamarac is hereby requesting Bids, from qualified Contractors, for the installation of new LED lighting on thirty five (35) existing poles at Tamarac Sports Complex, per specifications herein; including all hardware, electrical wiring, switches, conduit, new electric controls and all permit submittals in full compliance with current Florida Building Code and Miami-Dade Product Approvals. All existing features that need to be relocated, modified due to conflict with new installation, or replaced shall be the responsibility of the Contractor.

In order to be considered for this project, the Bidder shall possess, at time of bid opening, one of the following State Certified or County Competency licenses or any license that meet, exceed, or legally perform the scope of work will be acceptable, as determined by state or county licensing agency.

State: Certified General Contractor License, defined by F.S. 489.105 3a

Or

The State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statutes and registered with the County;

Or

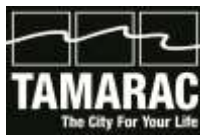
The Miami-Dade County Construction Trades Qualifying Board, pursuant to the provisions of Section 10-3(a) of the Dade County Code of Miami-Dade County. Holders of County Certificates of Competency must also hold Certificates of Registration issued by the State of Florida Construction Licensing Board, pursuant to the provisions of Section 489.115 or 489.117 Florida Statutes.

Occupational license must be in effect as required by Florida Statute §205.065.

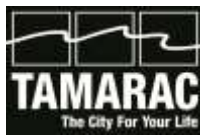
Additional Bid Required Qualifications:

In addition to the license requirements above, the successful Bidder shall evidence to the City, at least **three (3)** years verifiable full-time successful experience with the completion of a minimum of **five (5)** successful projects of similar size and scope under the same company name. You should provide evidence of the above requirement with your bid however, must provide within **three (3)** days of City's request.

We propose to furnish the following items in conformity with the specifications and at the indicated bid prices. The bid prices quoted have been checked and certified to be correct. Said prices are fixed and firm and shall be paid to Bidder for the successful completion of its obligation as specified in the contract documents. In the event of obvious mathematical errors, the Bidder recognizes that these are clerical in nature and may be corrected by City. For each bid item, Bidder agrees to



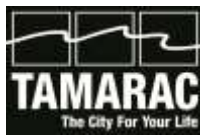
furnish all labor, materials, tools and equipment necessary to properly perform the work described herein and on the project drawings. A more detailed description of Pay Items are located throughout the Technical Specifications. It is the intent of the City to award this bid based on the Total Base Bid for all bid items. In the event of latent multiplication or addition errors, the Bidder recognizes that these are clerical errors and may be corrected by the Owner.

**BID SCHEDULE****Bid No. 16-24RB****SPORTS COMPLEX WALKWAY LED PROJECT**

Bidder agrees that any unit price listed is to be multiplied by the estimated quantity requirements listed below in order to arrive at the total price. Bidder agrees to furnish all labor, material, tools, qualified supervision, equipment, accessory material, required bonds, insurance, and permits necessary to complete the proper performance of the work described herein. It is the intent of the City to award this to the lowest responsive/responsible Bidder based on the Grand Total Bid Amount.

ITEM NO.	Description	LUMP SUM PRICE
1	LUMP SUM BASE BID PRICE for the acquisition and installation of LED's. Please give a price to trench conduit include in your cost to repair asphalt and grass area's	\$ _____
2	LUMP SUM BASE BID PRICE for all conduits will be bored underground to prevent damage to asphalt and grass areas.	\$ _____
3	LUMP SUM BASE BID PRICE for the acquisition and installation of Color changing LED's. Please give a price to trench conduit include in your cost to repair asphalt and grass areas	\$ _____
Manufactures' specification sheets for all LED Lights proposed shall be included with the bid. The lights must be installed according to the manufacturer's specifications.		
BID BREAKDOWN* The Bidder shall provide a Schedule of Values for all aspects of the project including mobilization/demobilization, labor and materials, permitting, etc. required or to be used for the project. The schedule of values shall be in sufficient detail to allow the owner to understand how the Bidder arrived at said Base Bid and Alternate Bid prices and shall become part of the contract for basis of payment. The City may ask for a more detailed schedule of values if one submitted is not sufficient.		

NAME OF BIDDER:

**BID FORM**

(continued)

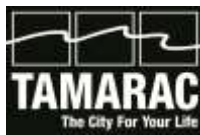
Bid No. 16-24RB**SPORTS COMPLEX WALKWAY LED PROJECT**

Submitted by: _____ Date: _____

THIS BID IS SUBMITTED TO:

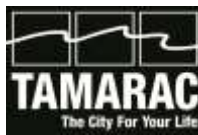
City of Tamarac
Purchasing and Contracts Manager
7525 Northwest 88th Avenue
Tamarac, Florida 33321

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into a contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this bid.
2. This bid will remain subject to acceptance for ninety (90) days after the day of bid opening. Bidder will sign and submit the necessary documents required by the City within fifteen (15) days prior to the date of the City's Award.
 - a. Bidder has familiarized itself with the nature and extent of the contract documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - b. Bidder has given the City written notice of all conflicts, errors or discrepancies that it has discovered in the contract documents and the written resolution thereof by the City is acceptable to Bidder.
 - c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.
3. Bidder will complete the Work for the prices shown in the "Bid Form".
4. Bidder agrees that the Work will be substantially performed and complete in accordance with the schedules established herein.

**BID FORM**
(continued)**Bid No. 16-24RB**
SPORTS COMPLEX WALKWAY LED PROJECT

The City reserves the right to reject any bid, if it deems that a vendor has deliberately provided erroneous information. The undersigned declare to have specific and legal authorization to obligate their firm to the terms of this bid, and further, that they have examined the Invitation to Bid, the instructions to Bidders, the Specifications, and other documents included in this bid request, and hereby promises and agrees that, if this bid is accepted, they will faithfully fulfill the terms of this bid together with all guarantees and warranties thereto. The undersigned bidding firm further certifies the product and/or equipment meets or exceeds the specification as stated in the bid package; and also agrees that products and/or equipment to be delivered which fail to meet bid specifications will be rejected by the City within thirty (30) days of delivery. Return of rejection will be at the expense of the bidder.

Authorized Signature_____
Company Name_____
Typed/Printed Name_____
Address_____
Telephone_____
City, State, ZIP_____
Fax_____
Federal Tax ID Number_____
Email address for above signer (if any)_____
Contractor's License Number

**BID FORM**
(continued)**Bid No. 16-24RB**
SPORTS COMPLEX WALKWAY LED PROJECT

Bidder's Name: _____

TERMS: _____ % (percent discount, if any, if payment made within _____ DAYS;
otherwise, terms are NET 30 days.

The City of Tamarac desires to have the ability to use a city credit card for payment. Will your firm accept a Visa credit card as payment from the City of Tamarac?

☐ Yes ☐ No

Delivery/completion: 120 calendar days after receipt of Notice to Proceed or Purchase Order, whichever is applicable for this project.

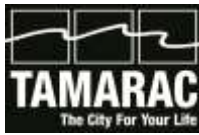
To be considered eligible for award, **one (1) original and two (2) copies of this bid form should** be submitted with the Bid. One original bid **must** be submitted at time of bid opening. Copies **must** be provided within 3 business days of City's request.

NOTE: Bid submittals without the manual signature of an authorized agent of the Bidder, as evidenced by completion of the Certified Resolution form contained herein (or acceptable Corporate Resolution) may be deemed non-responsive and ineligible for award.

NOTE: Bid submittals without the manual signature of an authorized agent of the Bidder shall be deemed non-responsive and ineligible for award.

IF "NO BID" IS OFFERED, PLEASE PROVIDE THE FOLLOWING INFORMATION:

Please indicate reason(s) why a Bid Proposal is not being submitted at this time. Return the Bid Form to avoid removal of Bidder from the City of Tamarac's vendor listing.



NON-COLLUSIVE AFFIDAVIT

State of _____)
)ss.
County of _____)

_____ being first duly sworn, deposes
and says that:

He/she is the _____, (Owner, Partner, Officer, Representative
or Agent) of _____, the Offeror that has submitted the
attached Proposal;

5. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
6. Such Proposal is genuine and is not a collusive or sham Proposal;
7. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
8. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By _____

Printed Name

Title



ACKNOWLEDGMENT
NON-COLLUSIVE AFFIDAVIT

State of Florida

County of _____

On this the ____ day of _____, 20____, before me, the undersigned Notary Public of the State of Florida, personally appeared

_____ and
(Name(s) of individual(s) who appeared before notary)

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

WITNESS my hand
and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

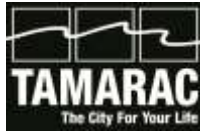
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public: Print,
Stamp, or Type as Commissioned)

☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

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

**CERTIFICATION**

THIS DOCUMENT MUST BE SUBMITTED WITH THE BID

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we (I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation To Bid.

Indicate which type of organization below:

INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION ☐ OTHER ☐

If "Other", Explain: _____

Authorized Signature

Company Name

Typed/Printed Name

Address

Telephone

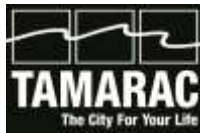
City, State, ZIP

Fax

Federal Tax ID Number

Email address for above signer (if any)

Contractor's License Number



BIDDER'S QUALIFICATION STATEMENT
Bid No. 16-24RB
SPORTS COMPLEX WALKWAY LED PROJECT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

Name of Company _____
 Address _____
 City State Zip _____
 Telephone _____
 Fax Number _____

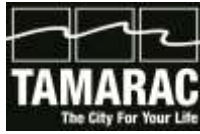
1. How many years has your organization been in business under its present name?
 _____ Years
2. If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute: _____
3. Under what former name(s) has your business operated?

List former address(es) of that business (if any).

4. Are you Certified? Yes ☐ No ☐ If Yes, attach copy of Certification
5. Are you Licensed? Yes ☐ No ☐ If Yes, attach copy of License
6. Has your company ever declared bankruptcy? Yes ☐ No ☐
 If Yes, explain: _____
7. Are you a Sales Representative ☐ Distributor ☐ Broker ☐ or Manufacturer ☐
 of the commodities/services bid upon?
8. Have you ever received a contract or a purchase order from the City of Tamarac or other governmental entity? Yes ☐ No ☐ If yes, explain (date, service/project, bid title etc.)

9. Have you ever received a complaint on a contract or bid awarded to you by any governmental entity? Yes ☐ No ☐ If yes, explain: _____

10. Have you ever been debarred or suspended from doing business with any governmental entity? Yes ☐ No ☐ If yes, explain: _____

**REFERENCES****Bid No. 16-24RB****SPORTS COMPLEX WALKWAY LED PROJECT**

Please list government agencies and/or private firms with whom you have done business during the last five years:

Your Company Name**Address****City State Zip****Phone/Fax**

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Bid No. 16-24RB
SPORTS COMPLEX WALKWAY LED PROJECT

VENDOR DRUG-FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 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.
9. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
10. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
11. 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 each conviction.
12. 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.
13. 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 form complies fully with the above requirements.

 Authorized Signature

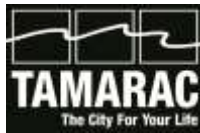
 Company Name

Bid No. 16-24RB
SPORTS COMPLEX WALKWAY LED PROJECT

LIST OF SUBCONTRACTORS

The Bidder shall list below the names and business address of each subcontractor who will perform Work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price, and shall also list the portion of the Work that will be done by such subcontractor. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement will render the Bid as non-responsive and may cause its rejection.

[illegible]



CERTIFIED RESOLUTION

I, _____ (Name), the duly elected Secretary of _____ (Corporate Title), a corporation organized and existing under the laws of the State of _____, 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 _____ (Name)", the duly elected _____ (Title of Officer) of _____ (Corporate Title) be and is hereby authorized to execute and submit a Bid and/or Bid Bond, if such bond is required, to the City of Tamarac and **such other instruments in writing as may be necessary on behalf of the said corporation**; and that the Bid, Bid Bond, and other such instruments signed by him/her 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 Tamarac 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.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this ____ day of _____, 20__.

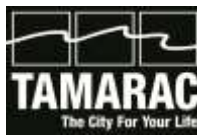
(SEAL)

By: _____
Secretary

Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Tamarac that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.



BID BOND

STATE OF FLORIDA)

)SS:

COUNTY OF BROWARD)

KNOW ALL MEN BY THESE PRESENTS, that we, _____
as Principal, and _____
as Surety, are held and firmly bound unto the City of Tamarac, a municipal corporation of
the State of Florida in the penal sum of:

_____ Dollars (\$_____) lawful money on the
United States, for the payment of which sum well and truly to be made, we bind ourselves,
our heirs, executors, administrators and successors jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has
submitted the accompanying Bid, dated _____, 20____,

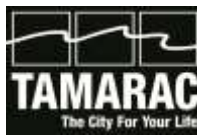
for:

Bid No: 16-24RB

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate.
- (b) If said Bid shall be accepted and the Principal shall properly execute and deliver to
said City the appropriate Contract Documents, and shall in all respects fulfill all
terms and conditions attributable to the acceptance of said Bid, then this obligation
shall be void; otherwise, it shall remain in force and effect, it being expressly
understood and agreed that the liability of the Surety for any and all claims
hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby agrees that the obligations of the said Surety and
its bond shall be in no way impaired or affected by any extension of time within which said
CITY may accept such Bid; and said Surety does hereby waive notice of any extension.



ACKNOWLEDGEMENT
BID BOND

Signed and sealed this _____ day of _____, 20__

IN PRESENCE OF:

Principal

Business Address

(AFFIX SEAL)

City/State/Zip

ATTEST:

Business Phone

Secretary

Surety*

ATTEST:

By

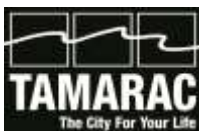
Secretary

Title

Attorney-In-Fact*

By

*Impress Corporate Seal



FORM PAYMENT BOND

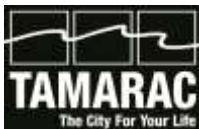
KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____, as Principal, hereinafter called CONTRACTOR, and, _____ as Surety, are bound to the City of Tamarac, Florida, as Obligee, hereinafter called OWNER, 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 entered into a Contract, Bid No. 16-24RB – SPORTS COMPLEX WALKWAY LED PROJECT I awarded the ___ day of _____, 20____, with OWNER for _____ which contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Indemnifies and pays OWNER all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 713.01 supplying CONTRACTOR with all labor, materials and supplies used directly or indirectly by CONTRACTOR in the prosecution of the Work provided for in the Contract, then his obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
 - 2.1 A claimant, except a laborer, who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within forty five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to the CONTRACTOR a notice that he intends to look to the Bond for protection.
 - 2.2 A claimant who is not in privity with the CONTRACTOR and who has not received payment for his 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 the CONTRACTOR and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.



- 2.3 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this ____ day of _____, 20____.

WITNESSES

Secretary

(AFFIX SEAL)

WITNESSES

Secretary

(AFFIX SEAL)

IN THE PRESENCE OF:

Principal

By

Signature and Title

Type Name and Title signed above

Surety

By

Signature and Title

Type Name and Title signed above

INSURANCE COMPANY:

By Agent and Attorney-in-Fact

Address

City/State/Zip Code

Telephone



ACKNOWLEDGMENT
FORM PAYMENT BOND

State of _____

County of _____

On this the _____ day of _____, 20__, before me, the undersigned
Notary Public of the State of Florida, the foregoing instrument was acknowledged by:

_____, of
(Name of Corporate Officer) (Title)

_____, a _____
(Name of Corporation) (State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

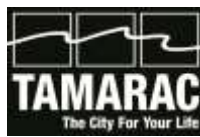
NOTARY PUBLIC, STATE OF _____

(Name of Notary Public: Print,
Stamp, or Type as Commissioned)

☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

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

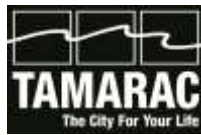


CERTIFICATE AS TO PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that _____, who signed the Bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(AFFIX SEAL)

(Name of Corporation)

**FORM PERFORMANCE BOND**

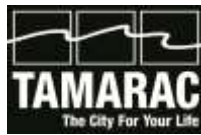
KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirement of Florida Statute 255.05, we, _____, as Principal, hereinafter called CONTRACTOR, and, _____ as Surety, are bound to the City of Tamarac, Florida, as Obligee, hereinafter called OWNER, 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 entered into a Contract, Bid No. 16-24RB – SPORTS COMPLEX WALKWAY LED PROJECT awarded the __ day of _____, 20__, with OWNER for _____ which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Fully performs the Contract between the CONTRACTOR and the OWNER dated _____, 20__, for the _____, within __ calendar days after the date of contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and
2. Indemnifies and pays OWNER all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and
3. Upon notification by the OWNER, corrects any and all defective or faulty work or materials, which appear within five (5) years after final acceptance of the work.
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.
 - 4.1 Whenever CONTRACTOR shall be, and declared by OWNER to be, in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
 - 4.2 Complete the Contract in accordance with its terms and conditions; or



- 4.3 Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Bidder, or, if the OWNER elects, upon determination by the OWNER and Surety jointly of the best, lowest, qualified, responsible and responsive Bidder, arrange for a contract between such Bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the OWNER named herein and those persons or corporations provided for in Section 255.05, Florida Statutes, or their heirs, executors, administrators or successors.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this ____ day of _____, 20__.

WITNESSES

Secretary

(AFFIX SEAL)

Principal

By

Signature and Title

Type Name and Title signed above

WITNESSES

Secretary

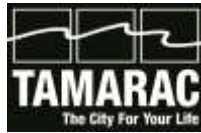
(AFFIX SEAL)

Surety

By

Signature and Title

Type Name and Title signed above



IN THE PRESENCE OF:

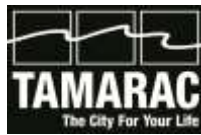
INSURANCE COMPANY:

By Agent and Attorney-in-Fact

Address

City/State/Zip Code

Telephone



ACKNOWLEDGMENT

FORM PERFORMANCE BOND

State of _____

County of _____

On this the ____ day of _____, 20____, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by:

_____, of
(Name of Corporate Officer) (Title)

_____, a
(Name of Corporation) (State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

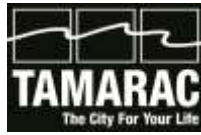
NOTARY PUBLIC, STATE OF _____

(Name of Notary Public: Print,
Stamp, or Type as Commissioned)

☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

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



CERTIFICATE AS TO PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the foregoing Performance Bond; that _____, who signed the Bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(AFFIX SEAL)

(Name of Corporation)

APPLICATION FOR PAYMENT

Contract Title: _____

Contract/Purchase Order No.: _____ Original Contract Value: _____

Contract Change Order Value: _____ Current Contract Value: _____

Cumulative No. Change Orders: _____

Application for Payment is made, as shown below:

- | | |
|---|----------|
| 1. Original Contract Sum | \$ _____ |
| 2. Net Change by Change Orders | \$ _____ |
| 3. Contract Sum to Date
(line 1 (+) or (-) line 2) | \$ _____ |
| 4. Total Completed and Stored to Date | \$ _____ |
| 5. Retainage | |
| a. ____% of Completed Work | \$ _____ |
| b. ____% of Stored Material | \$ _____ |
| c. Total Retainage (line 5a + line 5b) | \$ _____ |
| 6. Total Earned less Retainage
(line 4 – line 5c) | \$ _____ |
| 7. Less Previous Application For Payment
(subtract line 6 from prior A.F.P.) | \$ _____ |
| 8. Current Payment Due | \$ _____ |
| 9. Balance to Finish, plus Retainage
(line 3 – line 6) | \$ _____ |

Submitted by: _____
Contractor

Date: _____

Approved for Payment _____
Project Manager

Date _____

**CHANGE ORDER**

DATE OF ISSUANCE: _____ CHANGE ORDER NO. _____

OWNER:
CITY OF TAMARAC
7525 NW 88th Avenue
Tamarac, FL 33321-2401

PROJECT NAME: _____

BID NO. _____ PROJECT NO. _____

CONTRACTOR _____ P.O. NUMBER _____

IN COMPLIANCE WITH SPECIFICATIONS IN THE ABOVE REFERENCED CONTRACT, THE CONTRACTOR AND THE CITY DO BOTH HEREBY AGREE THAT THE CONTRACTOR SHALL MAKE THE FOLLOWING CHANGES, ADDITIONS OR DELETIONS TO THE WORK SPECIFIED IN THE PLANS AND SPECIFICATIONS:

DESCRIPTION: _____

PURPOSE OF CHANGE ORDER: _____

CHANGE IN CONTRACT PRICE

Original Contract Price

\$

Previous Change Order No. _____ to No. _____

\$

Contract Price prior to this Change Order

\$

Net (Increase) of this Change Order

\$

Contract Price with all approved Change Orders

\$

CHANGE IN CONTRACT TIME

Original Contract Time

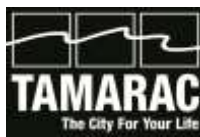
Net change from previous change orders

Contract Time prior to this Change Order

Net (Increase) of this Change Order

Contract Time with all approved Change Orders

RECOMMENDED		APPROVED		APPROVED	
BY	_____	BY	_____	BY	_____
	Director		City Manager		Contractor
Date	_____	Date	_____	Date	_____

**FINAL RELEASE OF LIEN BY CONTRACTOR**

STATE OF _____:

COUNTY OF _____:

The undersigned contractor, under a certain contract with the City of Tamarac, dated _____, 20__, in connection with the following public work:

PROJECT: _____ CONTRACT NO. _____

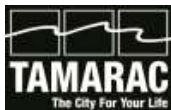
does hereby acknowledge receipt of the full contract price of \$ _____, as modified by change order, addenda, etc., and hereby releases and discharges all liens, lien rights, claims or demands of any kind whatsoever which the undersigned contractor now has or might have against the City of Tamarac arising out of said contract or in connection with the aforesaid public improvement.

That all claims, liens or other entitlements for labor, services, materials or supplies furnished, in connection with the aforesaid improvement have been fully paid. That an affidavit on behalf of the contractor, signed by _____, has been furnished to the City of Tamarac, as well as final releases of lien executed by all materialmen and subcontractor regardless of their tier.

IN WITNESS WHEREOF, the contractor has caused this release to be executed in its name and under its seal by its proper officers, this ____ day of _____, 20__.

Signed, Sealed and Delivered
in the Presence of:

Contractor_____
Corporate Secretary Signature_____
President Signature_____
Type Name_____
Type Name



ACKNOWLEDGMENT

FINAL RELEASE OF LIEN

State of Florida
County of Broward

On this the ____ day of _____, 20 ____, before me, the undersigned Notary Public of the State of Florida, personally appeared

_____ and
(Name(s) of individual(s) who appeared before notary)

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

WITNESS my hand
and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

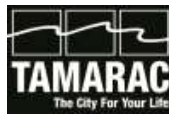
NOTARY PUBLIC, STATE OF _____

(Name of Notary Public: Print,
Stamp, or Type as Commissioned)

☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

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



**SPORTS COMPLEX WALKWAY LED PROJECT SAMPLE FORM AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND**

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and _____, a ____ corporation with principal offices located at _____ (the "Contractor") to provide for _____.

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

1) The Contract Documents

The Contract Documents consist of this Agreement, Bid Document No. 16-24RB – SPORTS COMPLEX WALKWAY LED PROJECT, including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid No. 16-24RB as issued by the City, and the Contractor's Proposal, Bid No. 16-24RB as issued by City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other Contract Documents, this Agreement shall prevail.

2) The Work

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

2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to complete the scope of work, as outlined in the contract documents.

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

2.1.3 Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by

inclement weather.

- 2.1.4** Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

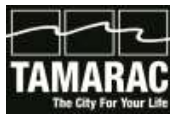
3) Insurance

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

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

4) Time of Commencement and Substantial Completion

- 4.1** The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than **Ten (10)** days after the



date that Contractor receives the City's Notice to Proceed. The work shall be completed within **Ninety (90)** calendar days from Contractor's receipt of City's Notice to Proceed subject to any permitted extensions of time under the Contract Documents. The work under this agreement shall be substantially complete (i.e. Substantial Completion) within **Sixty (60)** calendar days from issuance of the City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. Final Completion shall be within 30 calendar days from the date of substantial completion, subject to any permitted extensions of time under the Contract Documents. For the purposes of this Agreement, substantial completion shall mean the project is sufficiently complete in accordance with the Contract Documents so that the project can be occupied or used for its intended purpose, void of any safety concerns. For the purposes of this Agreement, final completion shall mean the issuance of final payment.

- 4.2** During the pre-construction portion of the work hereunder, the parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained by the City in accordance with the Schedule included in the Contract Documents. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the parties hereto, and such delays are the result of force majeure or are otherwise outside of the control of either party hereto, then the parties shall agree on an equitable extension of the time for substantial completion hereunder and any resulting increase in general condition costs.

5) Contract Sum

The Contract Sum for the above work is Dollars and cents (\$).

6) Payments

Payment will be made monthly for work that has been completed, inspected and properly invoiced. A retainage of ten percent (10%) will be deducted from monthly payments until 50% of the project is complete. Retainage will be reduced to five percent (5%) thereafter. Retainage monies will be released upon satisfactory completion and final inspection of the work. Invoices must bear the project name, project number, bid number and purchase order number. City has up to thirty (30) days to review, approve and pay all invoices after receipt. The Contractor shall invoice the City and provide a written request to the City to commence the one (1) year warranty period. All necessary Releases of Liens and Affidavits and approval of Final Payments shall be processed before the warranty period begins. All payments shall be governed by the Florida Prompt Payment Act, F.S., Part VII, Chapter 218.

7) Remedies

7.1 Damages: The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.

7.2 Correction of Work: If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City shall be the sole judge of non-conformance and the quality of workmanship.

8) Change Orders

8.1 Without invalidating the contract, without any monetary compensation, and without notice to any surety, the City reserves and shall have the right to make increases, decreases or other changes to the work as may be considered necessary or desirable to complete the proposed construction in a satisfactory manner. The Contractor shall not start work pursuant to a change order until the change order setting forth the adjustments is approved by the City, and executed by the City and Contractor. Once the change order is so approved, the Contractor shall promptly proceed with the work. All Change Orders shall include overhead and profit, not to exceed five percent (5%) and five percent (5%) respectively.

8.2 The Contract Price constitutes the total compensation (subject to authorized adjustments, if applicable) payable to the Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at Contractor's expense without change in the Contract Price or Time except as approved in writing by the City.

8.3 The Contract Price and/or Time may only be changed by a Change Order. A fully executed change order for any extra work must exist before such extra work is begun. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. The amount of the claim with supporting data shall be delivered (unless the City allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.

8.4 The Contract Time may only be changed by a Change Order. A fully executed change order must exist prior to extension of the contract time.

8.5 Any claim for an extension of the Contract Time shall be based on written notice delivered by the party making the claim to the other party no later than fifteen (15) days after the occurrence of the event giving rise to the claim. Notice of the extent of the

claim shall be delivered with supporting data and stating the general nature of the claim. Contractor hereby agrees to waive rights to recover any lost time or incurred costs from delays unless Contractor has given the notice and the supporting data required by this Paragraph.

8.6 Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the Contractor can clearly demonstrate that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of delay, available to absorb specific delays and associated impacts is used.

8.7 In the event satisfactory adjustment cannot be reached by the City and the Contractor for any item requiring a change in the contract, and a change order has not been issued, the City reserves the right at its sole option to terminate the contract as it applies to these items in question and make such arrangements as the City deems necessary to complete the work. The cost of any work covered by a change order for an increase or decrease in the contract price shall be determined by mutual acceptance of a Guaranteed Maximum Price by the City and Contractor. If notice of any change in the contract or contract time is required to be given to a surety by the provisions of the bond, the giving of such notice shall be the Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City. Failure of the Contractor to obtain such approval from the Surety may be a basis for termination of this Contract by the City.

9) No Damages for Delays

ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE AGREEMENT. EXCEPT AS PROVIDED HEREIN, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the construction cost or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of City or its agents. In addition, if Contractor is delayed at any time in the progress of the Work by an act or neglect of the City's employees, or separate contractors employed by the City, or by changes ordered in the Work, or by delay authorized by the City pending arbitration, then the Contract Time shall be reasonably extended by Change Order, and the Guaranteed Maximum Price shall be reasonably increased by Change Order in order to equitably increase the general conditions component of the Guaranteed Maximum Price. Furthermore, if Contractor is delayed at any time in the progress of the Work by labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipated, unavoidable

casualties or other causes beyond the Contractor's control, or by other causes which the City and Contractor agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. Otherwise, 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 that extent specifically provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data as recorded by the United States Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.

10) Waiver of Liens

Prior to final payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release City from all claims of liability by Contractor in connection with the agreement.

11) Warranty

Contractor warrants the work against defect for a period of five (5) years from the date of final payment. In the event that defect occurs during this time, Contractor shall perform such steps as required to remedy the defects. Contractor shall be responsible for any damages caused by defect to affected area or to interior structure. The five (5) year warranty period does not begin until approval of final payment for the entire project, and the subsequent release of any Performance or Payment Bonds, which may be required by the original bid document.

12) Indemnification

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

12.2 The City and Consultant recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Consultant and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the

specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Consultant. Furthermore, the City and Consultant understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Consultant's responsibility to indemnify.

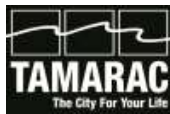
- 12.3** Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time

13) Non-Discrimination & Equal Opportunity Employment

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

14) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of



skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

15) Assignment and Subcontracting

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

16) Notice

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

CITY

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

With a copy to the City Attorney at the following address:

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

CONTRACTOR

17) Termination

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

17.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause,

should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

18) Public Records

18.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

18.1.1 Keep and maintain public records required by the City in order to perform the service;

18.1.2 Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

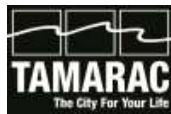
18.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

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

18.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

19) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City



Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

20) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

21) Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

22) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

23) Uncontrollable Circumstances

23.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

23.2 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.

24) Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

25) No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

29. RECORDS / AUDITS

29.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

29.1.1 Keep and maintain public records required by the City in order to perform the service;

29.1.2 Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

29.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

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

29.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records

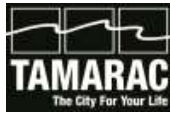
and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

42. PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its duly authorized to execute same.

CITY OF TAMARAC

Harry Dressler, Mayor

Date

ATTEST:

Michael C. Cernech, City Manager

Patricia A. Teufel, CMC
City Clerk

Date

Date

Approved as to form and legal sufficiency:

City Attorney

Date

ATTEST:

Company Name

Signature of Corporate Secretary

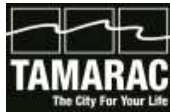
Signature of President/Owner

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

Date

**CORPORATE ACKNOWLEDGEMENT**

STATE OF _____ :

:SS

COUNTY OF _____:

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

_____, of _____,

a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this ___ day of _____, 20__.

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

☐ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

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

EXHIBIT 1

SECTION 16000
ELECTRICAL GENERAL REQUIREMENTS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General Conditions, apply to all the work specified in the Electrical 16000 Sections.

1.02 LAWS, PERMITS, FEES AND NOTICES

- A. Secure and pay all permits, fees and licenses necessary for the proper execution of the work. Submit all notices and comply with all laws, ordinances, rules and regulations of any public agency bearing on the work. Contractor shall be licensed Electrical Contractor in the county of construction.

1.03 DEPARTURES

- A. If any departures from the Contract Drawings or Specifications are deemed necessary, details of such departures and the reasons therefore shall be submitted to the Engineer for advance written approval, prior to departure.

1.04 GUARANTEES

- A. Furnish written guarantee covering all materials, workmanship, labor and equipment for a period of one (1) year from the date of acceptance as described in the Contract General Conditions.
- B. The Owner reserves the right to operate and use all materials and equipment failing to meet the requirements of the Contract Documents until such unacceptable materials and equipment are replaced or repaired to the satisfaction of the Engineer.

1.05 AS-BUILT INFORMATION

- A. A set of “red-lined” electrical drawings shall be carefully maintained at the job site. Actual conditions are to be put on the drawings in red on a daily basis so the drawings will continuously show locations and routes of cable

trays, conduits, pull-boxes, circuit numbers, and other information required by the Engineer.

1.06 JOB SITE VISIT

- A. Visit the project site before submitting a bid. Verify all dimensions shown and determine the characteristics of existing facilities which will affect performance of the work, but which may not be shown on drawings or described within these Specifications.

1.07 CLEANUP

- A. Maintain a continuous cleanup during the progress of the work and use appointed storage areas for supplies. The premises shall be kept free from accumulations of waste materials and rubbish.

1.08 CUTTING AND PATCHING

- A. Cut and prepare all openings, chases and trenches required for the installation of equipment and materials. Repair, remodel and finish in strict conformance with the quality of workmanship and materials in the surroundings. Obtain written permission from the Engineer for any alterations to structural members before proceeding.

1.09 MAINTENANCE

- A. Render all necessary measures to ensure complete protection and maintenance of all systems, materials and equipment prior to final acceptance. Any materials or equipment not properly maintained or protected to assure a factory new condition at the time of final acceptance shall be replaced immediately at no additional cost to the Owner.

1.10 WATERPROOFING

- A. Whenever any work penetrates any waterproofing, seal and render the work waterproof. All work shall be accomplished so as not to void or diminish any waterproofing bond or guarantee.

1.11 TESTS

- A. Conduct an operating test of equipment prior to the Engineer's approval. The equipment shall be demonstrated to operate in accordance with the requirements of these Specifications. The tests shall be performed in the presence of the Engineer or an authorized representative. The Electrical Contractor shall furnish all instruments, electricity and personnel required for the tests.

1.12 SUMMARY OF ELECTRICAL WORK

- A. Provide all labor, materials, tools, supplies, equipment and temporary utilities to complete the work shown on the drawings and specified herein. All systems are to be completely installed and fully operational. Specifically the work includes, but is not necessarily limited to:
1. Power and control raceways and wire.
 2. Power distribution including panel, transformers, grounding, surge protection, conduit and wire.
 3. PLC System Modification
 4. MCC Modification
 5. Field I&C equipment
 6. Lighting
 7. Temporary power and telephone service as required.
 8. Grounding
 9. Lightning Protection
 10. Start-up testing and documentation

1.13 CODES AND STANDARDS

- A. General Applicable provisions of the following codes and standards and other codes and standards required by the State of Florida and local jurisdictions are hereby imposed on a general basis for electrical work (in addition to specific applications specified by individual work sections of these specifications):
1. U.L.: Electrical materials shall be approved by Underwriters' Laboratories, Inc. This applies to materials which are covered by U.L. standards. Factory applied labels are required.
 2. National Electrical Code.
 3. OSHA: Standards of the Occupational Safety and Health Administration are to be complied with.
 4. NEMA: National Electrical Manufacturers Association Standards are to be met wherever standards have been established by that agency and proof is specifically required with material submittals for

switchboards, motor control centers, panelboards, cable trays, motors, switches, circuit breakers and fuses.

5. ANSI: America National Standards Institute
6. NESC: National Electrical Safety Code

1.14 ELECTRICAL TEMPORARY FACILITIES

- A. The Electrical Contractor shall include in his bid the cost of furnishing, installing, maintaining and removing all materials and equipment required to provide temporary light and power to perform his work during construction and until work is completed.
- B. Safety
 1. All reasonable safety requirements shall be observed to protect workers and the public from shock and fire hazards. Ground fault interrupters shall be employed in accordance with codes.
 2. Ground wires are required in all circuits. Ground poles are required on all outlets. All metallic cases shall be grounded.
 3. Rain tight cabinets shall be used for all equipment employed in wet areas.

1.15 EXCAVATING FOR ELECTRICAL WORK

- A. General
 1. Excavation or drilling, backfill and repair of paving and grassing is to be in the bid of the Electrical Contractor. The actual work need not be performed by electrical trades. However, the Electrical Contractor is responsible for all excavation, drilling, dewatering, backfilling, tamping and repair of pavements and grassing required in support of electrical work. All areas disturbed by electrical work shall be repaired to their original condition, or as indicated on the drawings.
- B. Coordination
 1. The Electrical Contractor must check for existing utilities before commencing any excavation or drilling.
 2. Contract drawings and other trades are to be consulted to avoid interferences with other utilities on this project.

3. In the event of damage to existing utilities, the Engineer shall be immediately notified, and damage shall be immediately repaired.
4. The Owner is to be consulted to ascertain locations of existing interferences by referring to “As Built” drawings and Owner’s experience. The excavations are to be scheduled at the Owner’s convenience.

Precautions

1. The Electrical Contractor must take every reasonable precaution to avoid interferences. In the vicinity of a suspected interference, excavations shall be dug by hand.

1.16 ELECTRICAL SUBMITTALS

A. Submittals for Approval

1. Refer to Contract General Conditions and Section 01300 for instructions on the General Conditions and this Section, the more stringent requirements shall apply.
2. Shop Drawings and manufacturer’s data sheets are required for all electrical materials.
3. Submittals will not be accepted for partial systems. Submit all materials for each specification section at one time. Submittals must be arranged, correlated, indexed and bound in orderly sets for ease of review.
4. Samples are to be supplied for any substitute as requested by the Engineer.
5. The following numbers of copies are required, see Section 01300.
6. Submit shop drawings, manufacturer’s data and certifications on all items of electrical work prior to the time such equipment and materials are to be ordered. Order no equipment or materials without approval from the Engineer. Submittals will not be accepted for partial system submittals; submit all data at one time. Submittals will be promptly returned, approved, approved as noted, or not approved. Items “approved as noted” must be changed to comply with the Engineer’s comments and need not be resubmitted for “approved” status. Items “not approved” are not suitable, requiring complete new submittals.
7. Time delays caused by rejection of submittals are not cause for extra charges to Owner or time extensions. Contractor shall be responsible for investigating existing systems or shop drawings in

order to fully integrate the new equipment into the system. Adequate shop drawings may or may not exist for all existing systems.

B. Operation and Maintenance Manuals

1. Submit O&M manuals per Section 01300. As a minimum, include the following.
 2. Submit to the Engineer copies of all manufacturer's service installation and operation manuals, instructions and bulletins. These manuals shall be subject to review of the Engineer. If acceptable they shall be forwarded to the Owner. If not acceptable they shall be returned to the Contractor for revision and resubmittal. Manuals shall contain, but not be limited to, the following:
 - a. Brief description of system and basic features.
 - b. Manufacturer's name and model number for all components in the system.
 - c. List of local factory authorized service companies.
 - d. Operating instructions.
 - e. Maintenance instructions
 - f. Trouble shooting instructions
 - g. Manufacturer's literature describing each piece of equipment.
 - h. Power and control wiring diagrams
 - i. Parts lists

1.17 ELECTRICAL PRODUCTS

A. Standards Products

1. Unless otherwise indicated in writing by the Engineer, the products to be furnished under this Specification shall be the manufacturer's latest design. Units of equipment and components of the same purpose and rating shall be interchangeable throughout the project. All products shall be newly manufactured. Defective equipment or equipment damaged in the course of installation or test, shall be replaced or repaired in a manner meeting with the approval of the Engineer at no additional expense to the Owner.

B. Delivery, Storage and Handling

1. Deliver products to project properly identified with names, model numbers, types, grades, compliance labels and similar information needed for distinct identification; adequately packaged or protected to prevent deterioration during shipment, storage and handling. Store in a dry, well ventilated, indoor space, except where prepared and protected by the manufacturer specifically for exterior instructions for storage locations.

C. Substitutions

1. Comply with instructions in the Contract General Conditions and Special Conditions and obtain pre-approval of the Engineer regarding substitutions.

1.18 ELECTRICAL IDENTIFICATION

- A. Color Coding Conductor colors shall be in accordance with the N.E.C. and NFPA requirements. Refer also to applicable sections of these specifications. Three phase feeder and branch circuits shall be identified as follows:

120/240	480-3P	120/208-3P	120/240-3P
A – Black	A – Black	A – Black	A – Brown
B – Red	B – Red	B – Red	B – Orange
N – White	C – Blue	C – Blue	C – Yellow
G – Green	G – Green	N – White	N – White
	G – Green	G – Green	G – Green

B. Nameplates

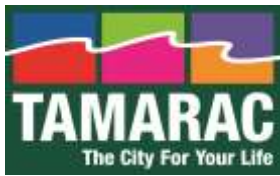
1. The following items shall be equipped with nameplates: All motors, motor starters, motor control centers, pushbutton stations, control panels, time switches, disconnect or relays in separate enclosures, receptacles, wall switches, high voltage boxes and cabinets. All light switches and outlets shall carry a phenolic plate with the supply identified. Special Electrical systems shall be identified at junction and pull boxes, terminal cabinets and equipment racks.
2. Nameplates shall adequately describe the function of the particular equipment involved. Nameplates for panelboards and switchboards shall include the panel designation, voltage and phase of the supply. For example, "Panel A, 277/480V, 3-phase, 4-wire". The name of the machine on the motor nameplates for a particular machine shall be the same as the one used on all motor starters, disconnect and P.B. station nameplates for that machine. Normal power nameplates shall be laminated phenolic plastic, white front

and back with black core, with lettering etched through the outer covering; black engraved letters on white background. Lettering shall be 3/16 inch high at pushbutton stations, thermal overload switches, receptacles, wall switches and similar devices, where the nameplate is attached to the device plate. At all other locations, lettering shall be ¼ inch high, unless otherwise detailed on the Drawings. Nameplates shall be securely fastened to the equipment with No. 4 Phillips, round-head, cadmium plated, steel self-tapping screws or nickel-plated brass bolts. Motor nameplates may be non-ferrous metal not less than 0.003 inch thick, die stamped. In lieu of separate plastic nameplates, engraving directly on device plates is acceptable. Engraved lettering shall be filled with contrasting enamel. Equipment nameplate schedule for all equipment shall be submitted with shop drawing submittal for Engineer's approval.

1.19**SKILLED ELECTRICAL CRAFTSMEN**

- A. Contractor shall employ and staff the project with skilled Craftsmen experienced in the project requirements.
- B. As a minimum, a Licensed Journeyman Electrician shall be present on the project at all times.
- C. Other skilled persons shall be present as the project requirements dictate including manufacturers' representatives, start-up technicians, Engineers, etc.

END OF SECTION



CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
"Committed to Excellence...Always"

December 14, 2016

Addendum No. 1

16-24RB - Rebid Sports Lighting Complex LED Project

This addendum shall modify and become a part of the original Proposal Document. The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Documents for Bid No. 16-24RB - Rebid Sports Lighting Complex LED Project

Q: = Question
A: = Answer

TO ALL PROSPECTIVE BIDDERS:

1. The new bid opening date for this project is 12/21/2016 at 3:00 PM.

Please return and/or acknowledge this Addendum No.1 with your bid submittal due **12/21/2016 at 3:00 PM local time to Tamarac City Hall, RM 108, 7525 NW 88th Ave., Tamarac, FL 33321.**

Sincerely,

Andrew J. Rozwadowski
Senior Procurement Specialist

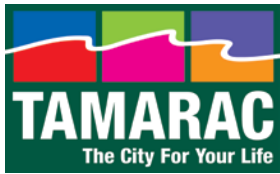
Please Acknowledge Receipt and Review of this Addendum:

Company Name: _____

Authorized Signature: _____

Date: _____

Printed Name: _____



CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
"Committed to Excellence...Always"

December 20, 2016

Addendum No. 2

16-24RB - Rebid Sports Lighting Complex LED Project

This addendum shall modify and become a part of the original Proposal Document. The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Documents for Bid No. 16-24RB - Rebid Sports Lighting Complex LED Project

Q: = Question
A: = Answer

TO ALL PROSPECTIVE BIDDERS:

1. The new bid opening date for this project is 1/17/2017 at 3:00 PM.

Please return and/or acknowledge this Addendum No.1 with your bid submittal due **1/17/2017 at 3:00 PM local time to Tamarac City Hall, RM 108, 7525 NW 88th Ave., Tamarac, FL 33321.**

Sincerely,

Andrew J. Rozwadowski
Senior Procurement Specialist

Please Acknowledge Receipt and Review of this Addendum:

Company Name: _____

Authorized Signature: _____

Date: _____

Printed Name: _____



Title - TR12911 - SCADA Upgrades for Water Plant Wells and Wastewater Pump Stations

A Resolution of the City Commission of the City of Tamarac, Florida, awarding a contract to CC Control Corporation utilizing pricing from an agreement obtained through a formal competitive process by the City of Oakland Park, RFP Number 022414 for SCADA Upgrades for 19 water plant wells and 83 wastewater pump stations; authorizing the appropriate City Officials to execute a Purchase Order Agreement with CC Control Corporation for a project cost of \$837,727.00, with a contingency of 10% or \$83,772.70 for an amount not to exceed \$921,499.70; authorizing an additional appropriation of \$71,500; authorizing the appropriate City Officials to administer the contract; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

Citywide

ATTACHMENTS:

Description	Upload Date	Type
▣ TR12911 Memo	2/22/2017	Cover Memo
▣ TR12911 Reso	3/10/2017	Resolution
▣ TR12911 Exhibit A	2/22/2017	Exhibit
▣ TR12911 Exhibit B	2/22/2017	Exhibit
▣ TR12911 Exhibit C	3/10/2017	Exhibit
▣ TR12911 Backup Documents	3/10/2017	Backup Material

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
PUBLIC SERVICES DEPARTMENT**

**TO: Michael C. Cernech,
City Manager**

DATE: February 13, 2017

**THROUGH: Jack Strain, P.E.,
Director of Public Services**

**FROM: James T. Moore, P.E.,
Assistant Director of Utilities**

**RE: Temp. Reso. #12911
SCADA Upgrades for Water
Plant Wells and Wastewater
Pump Stations**

RECOMMENDATION:

I recommend that the City Commission authorize the execution of an agreement with CC Control Corporation for the FY 2017 SCADA Upgrades for the Water Plant Wells and Wastewater Pump Stations Project in an amount of not to exceed \$837,727.00 utilizing pricing from an agreement obtained through a formal competitive solicitation process by the City of Oakland Park, in conjunction with RFP #022414. A contingency of 10% or \$83,772.70 will be added to the Project Account for a total project budget of \$921,499.70.

ISSUE:

Execution of a FY 2017 Agreement between the City of Tamarac and CC Control Corporation for the SCADA Upgrades of 19 Water Plant Raw Wells and 83 Wastewater Pump Stations to replace obsolete SCADA systems installed in 2001 and 2002.

BACKGROUND:

The present SCADA systems installed at the Water Plant Wells and Wastewater Pump Stations was designed by Montgomery Watson in 1999 and constructed in 2001 and 2002 by Curry Controls. At that time, all SCADA components at the Water Plant and Wastewater Pump Stations were upgraded at a cost of \$2,000,000.00.

Critical components are no longer manufactured for these SCADA systems and have not been available for approximately 10 years. Replacement electrical parts have been purchased from E-Bay and those parts are no longer easily obtainable and are often far too expensive when found.

This project will provide installation of an Allen-Bradley PLC SCADA system with a piggyback contract available from the City of Oakland Park. This system, when installed, will cost the City considerably less than what it would cost to upgrade the current system.

The Public Services Department recommends approving the Agreement with CC Control Corporation awarded by the City of Oakland Park through their RFP #022414 that contains favorable pricing, terms, and conditions, was awarded on April 16, 2014 and is effective for a period of five consecutive years and terminating on April 16, 2019. CC Control Corporation has agreed to maintain the same terms, conditions, and unit pricing as the original agreement.

CC Control Corporation is more than qualified to perform this highly specialized work and the company has satisfactorily performed work in the past at the Tamarac Water Treatment Plant.

FISCAL IMPACT:

Funding of \$850,000.00 for construction related to these SCADA Upgrades was budgeted in FY17 for the Project (UT16J) in Account #441-6040-535-63-10. A budget amendment of up to \$71,500 will be provided for during the course of FY17, if necessary.

Citywide Commission Districts

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2017-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDING A CONTRACT TO CC CONTROL CORPORATION UTILIZING PRICING FROM AN AGREEMENT OBTAINED THROUGH A FORMAL COMPETITIVE PROCESS BY THE CITY OF OAKLAND PARK, RFP NUMBER 022414 FOR SCADA UPGRADES FOR 19 WATER PLANT WELLS AND 83 WASTEWATER PUMP STATIONS; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A PURCHASE ORDER AGREEMENT WITH CC CONTROL CORPORATION FOR A PROJECT COST OF \$837,727.00, WITH A CONTINGENCY OF 10% OR \$83,772.70 FOR AN AMOUNT NOT TO EXCEED \$921,499.70; AUTHORIZING AN ADDITIONAL APPROPRIATION OF \$71,500; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ADMINISTER THE CONTRACT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac owns, operates and maintains the water supply, treatment, and distribution systems along with the Wastewater Pump Stations; and

WHEREAS, the present SCADA Systems installed at the Water Plant Wells and Wastewater Pump Stations were designed by Montgomery Watson in 1999 and constructed in 2001 and 2002 by Curry Controls at a cost of over \$2,000,000.00; and

WHEREAS, critical components are no longer manufactured or readily available for these SCADA Systems; and

WHEREAS, this project will provide for the installation of an Allen-Bradley PLC SCADA system with a piggyback contract available from the City of Oakland Park; and

WHEREAS, the construction of this project using the Allen-Bradley PLC SCADA System will cost significantly less than a like-kind upgrade to the existing system; and

WHEREAS, under Task Authorization No 16-12D, Eckler Engineering, Inc. provided the design for the SCADA Upgrades for the Water Plant Wells and Wastewater Pump Stations Project and will provide any bidding assistance required along with Engineering Services during construction of this Project at a cost of \$92,900.00; and

WHEREAS; the City of Oakland Park, RFP Number 022414 with CC Control Corporation, for the SCADA System Upgrades has favorable pricing, terms, and conditions, which was awarded on April 16, 2014, (a copy of such proposal is on file with the City Clerk), and the contract is effective until April 16, 2019 (a copy of which is attached hereto as "Exhibit A"); and

WHEREAS, CC Control Corporation agrees to allow the City of Tamarac to piggyback the existing contract with the City of Oakland Park (Contract RFP Number 022414) with the same terms, conditions, specifications and pricing and has prepared a project proposal in the amount of \$837,727.00 (a copy of the quotation from CC Control Corporation and the pricing provided under their response to the City of Oakland Park RFP 022414 are attached hereto as "Exhibit B" and "Exhibit C" respectively); and

WHEREAS, the Director of Public Services and the Purchasing and Contracts Manager chose to utilize available contracts awarded by other governmental entities for the SCADA Upgrades for the Water Plant Wells and Wastewater Pump Stations Project, as provided by City Code Section 6-148 (f) which states that the purchasing officer may utilize contracts with other governmental agencies; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to accept and execute

an Agreement with CC Control Corporation utilizing the City of Oakland Park Contract RFP Number 022414, in an amount not to exceed \$837,727.00.

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

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

SECTION 2: The City Commission hereby awards the SCADA contract to CC Control Corporation, utilizing the City of Oakland Park Contract RFP Number 022414 for the water plant wells and wastewater pump stations upgrades. The appropriate City Officials are hereby authorized to execute a Purchase Order Agreement in an amount not to exceed a project cost of \$837,727.00 with a 10% contingency of \$83,772.70, for a total project cost of \$921,499.70.

SECTION 3: The Director of Public Services is authorized to approve Work Tasks in accordance with the schedule of prices under said contract in an amount not to exceed \$837,727.00 for a project cost. A contingency of 10% or \$83,772.70 will be added to the project account for a total of \$921,499.70.

SECTION 4: The City Manager, or his designee, is hereby authorized to approve and initiate Change Orders in amounts not to exceed \$65,000.00 per Section 6-147) of the City Code, and close the contract award, which includes but is not limited to making final payment and releasing bonds per Section 6-149 of the City Code, when the work has been successfully completed within the terms, conditions, and pricing of the agreement.

SECTION 5: An appropriation in the amount not to exceed \$71,500.00 is hereby approved and will be included in a Budget Amendment prior to November 30, 2017, pursuant to F.S. 166.241(2).

SECTION 6: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 8: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this ____ day of _____,
2017.

ATTEST:

HARRY DRESSLER
MAYOR

PATRICIA A. TEUFEL, CMC
CITY CLERK

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

SAMUEL S. GOREN
CITY ATTORNEY

RESOLUTION NO. R-2014-029

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, DETERMINING THAT CC CONTROLS CORPORATION IS THE MOST RESPONSIVE AND MOST RESPONSIBLE BIDDER FOR THE INSTALLATION OF AN UPGRADED SCADA SYSTEM; PROVIDING THAT THE PROPER CITY OFFICIALS ARE AUTHORIZED TO EXECUTE A CONTRACT FOR THE PROJECT IN WHICH IS ATTACHED AS EXHIBIT “A”; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has sought competitive bids for the installation of an upgraded SCADA system;

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

SECTION 1. The foregoing “WHEREAS” clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida hereby accepts the recommendation as submitted by the City’s Consultant and City’s Staff and determines that CC Control Corporation is the most responsible and most responsive bidder for the installation of an upgraded SCADA system;

SECTION 3. The City Commission of the City of Oakland Park, Florida hereby approves and authorizes the appropriate City official to execute a contract with CC Control Corporation in the amount of \$231,654.00 for the installation of an upgraded SCADA system; a copy of the contract is attached hereto as Exhibit “A”.

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 clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way effecting the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 16th day of April, 2014.

CITY OF OAKLAND PARK, FLORIDA

Shari McCartney
MAYOR SHARI L. MCCARTNEY

J. SHANK	<u>YES</u>
T. LONERGAN	<u>YES</u>
S. GUEVREKIAN	<u>YES</u>
J. ADORNATO	<u>YES</u>
S. MCCARTNEY	<u>YES</u>

ATTEST:


RENEE M. SHROUT, CMC, CITY CLERK



CITY OF OAKLAND PARK
3650 NE 12th Avenue
Oakland Park, FL 33334

AGREEMENT for SCADA System Upgrades and Preventive Maintenance

This AGREEMENT, made this 16th day of April, 2014, by and between the City of Oakland Park, acting herein through its City Manager, hereinafter called "OWNER", and C. C Control Corp, 5760 Corporate Way, Suite 100, West Palm Beach, FL 33407 located in Palm Beach County in the State of Florida, hereinafter called "CONTRACTOR".

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I

That for, and in consideration of, the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the work described as follows:

The Contractor will:

- (1) Replace 24 Remote Terminal Units as specified in the RFP
- (2) Upgrade 5 Remote Terminal Units as specified in the RFP
- (3) Furnish software for 34 lift stations and the central station as specified in the RFP
- (4) Install three radios and associated components as specified in the RFP
- (5) Replace two antennas and associated equipment as specified in the RFP
- (6) Five-year maintenance agreement as specified in the RFP
- (7) Associated services as specified in the RFP.

All terms, conditions, and provisions of the Invitation to Request for Proposal # 022414 are incorporated herein by reference and made specific part hereof.

ARTICLE II

In accordance with the Proposal, the Contractor shall furnish at his own expense all labor, vehicles, materials, tools and equipment needed to perform the services required.

P.2014.029

ARTICLE III

The term of this Agreement shall be from April, 16, 2014 for a period of five consecutive years and terminating on April, 16, 2019. If mutually agreed upon by the CITY and CONTRACTOR, this contract may be renewed for two additional three- year periods.

ARTICLE IV

If it is determined that it is in the best interest of either party of the Agreement to terminate this Agreement prior to the expiration date, for cause, a thirty (30) calendar day written notice shall be given by the party wishing to terminate this Agreement.

ARTICLE V

Contractor agrees to indemnify and save CITY, its public officials, agents, servants and employees harmless from and against any and all claims arising out of or in any way connected with the willful misconduct or negligence of the contractor, or its employees and to carry at its own expense policies of insurance described in Invitation to Request for Proposal # 022414 to protect the CITY and its interests from such actions of the contractor or sub-contractors. Contractor further agrees to reimburse CITY for any and all court costs and other expenses, including reasonable attorney's fees incurred by CITY in defending any action, at both the trial and appellate levels, including paralegal expenses associated therewith, brought against CITY for injury or damage claimed to have been suffered as a result of or in any way connected with contractor's willful misconduct or negligence or that of its employees.

ARTICLE VI

Nondiscrimination Equal Employment Opportunity and Americans With Disabilities Act:

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 Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, 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. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Contractor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

ARTICLE VII
Public Records

The City of Oakland Park is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

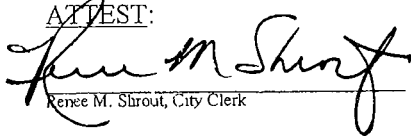
1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in ARTICLE IV.

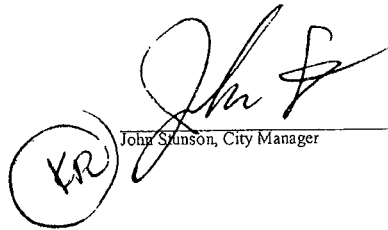
AGREEMENT:

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the Year and Day first mentioned above.

ATTEST:



Renee M. Shroot, City Clerk

(SEAL)


John Sunson, City Manager


WITNESS (as to CONTRACTOR)


WITNESS (as to CONTRACTOR)


CONTRACTOR

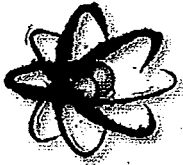
ADDRESS:

BC Control CORP.

5760 CORPORATE WAY, Suite 100

W.P.B., FL 33407

PHONE: 561-293-3975



C. C. CONTROL CORP.

5760 CORPORATE WAY, SUITE 100
WEST PALM BEACH, FLORIDA 33407

PHONE: 561 293-3975
FAX: 561 293-3976

CUSTOMER: CITY OF TAMARAC

ATTN:
PHONE:

PROJECT: RTU SYSTEM UPGRADES
CITY OF TAMARAC

DATE: 2/8/2017

DESCRIPTION	QUAN	TOTAL PAGES 3
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C. C. CONTROL CORP. PROPOSES TO FURNISH THE FOLLOWING
COMPLETE WITH EXCEPTIONS AS LISTED:

EXCEPTIONS:

- A) QUOTE DOES NOT INCLUDE ANY TOWERS

ITEM NO.1

REMOVE AND REPLACE ALL RTU'S AT LOCATIONS IDENTIFIED

CUSTOM ALUMINUM SUBPANEL 20"H X 16"W	1
SQD 860 MULTI 9 C60110 10A 1P CB	1
EDCO HSP-121A SURGE ARRESTER	1
AB MICROLOGIX 1400 PN. 1766-L32BXB PROCESSOR	1
AB 1766-MM1 MEMORY MODULE	1
VISHAY DALE RN60C499 499 OHM 1.2W RESISTOR	2
MDS SD RADIO	1
TESSCO CUSTOM JUMPER 2FT. TNC-M/N-M	1
POLYPHASER IS-50NX-C2 COAX. SURGE PROT.	1
PULS ML50.102 12VDC 4.2A POWER SUPPLY	1
RHINO PSP24-DC12-1 DC-DC CONVERTER	1
POWER SONICS P12180F 18AH 12VDC BATTERY	1
AB 700-HA33A1-3-4 3PDT 120VAC RELAY	1
AB 700-HN101 11PIN SOCKET	7
AB 700HA33Z24-3-4 24VDC 3PDT 24VDC RELAY	6
EDCO PC642C-036-X DUAL SIGNAL SURGE PROTECTOR	1
PHOENIX CONTACT UT 4 3044102 FEE THRU TERMINAL BLOCKS	60
PHOENIX D-UT2.5/10 3047028 END BARRIER	5
PHOENIX E/UK 1201442 END STOP	4
PHOENIX FBS5-6 3030349 5 POLE BRIDGE	5
PANDUIT UGB2/0-414-6 6 PORT GROUND BAR	1
PANDUIT UGB-B-SO ISOLATION STANDOFFS	1
CUSTOM SERIAL CABLE DB9 M/F SERIAL EXTENSION CABLE	1

U.L.508A LABEL	1
AB RTU PROGRAMMING	LOT
FIELD SERVICE TO REPLACE EXIST. SUBPANEL	LOT
AS BUILT DRAWINGS	LOT
STARTUP AND TRAINING	LOT

ITEM NO.2

YEARLY MAINTENANCE CONTRACT

4 VISITS @ 8 HOURS X 100/HR PER YEAR	32
--------------------------------------	----

ITEM NO.3 (NOT REQUIRED FOR TAMARAC)

ITEM NO.4 (NOT REQUIRED FOR TAMARAC)

ITEM NO.5

FURNISH AND INSTALL BROADBAND SPREAD SPECTRUM RADIOS

MDS SD RADIO	1
MDS SD RADIO	2
FIELD SERVICE TO REPLACE EXIST. RADIOS	LOT

ITEM NO.6

REMOVE AND REPLACE ANTENNA, ANTENNA JUMPER AND COAXIAL AT CELL TOWER

REPLACE EXIST. ANTENNA	1
REPLACE RF COAXIAL ANTENNA JUMPER	1
REPLACE SPREAD SPECTRUM ANTENNA AND RF COAXIAL ANTENNA JUMPER	1

NOTE!!

SERVICES PROVIDE BY ADVANTAGE COMMUNICATIONS

ITEM NO.7

REMOVE AND REPLACE RADIO STATION ANTENNA

REPLACE EXIST. RADIO STATION ANTENNA	1
ANTENNA	1

NOTE!!

SERVICES PROVIDE BY ADVANTAGE COMMUNICATIONS

ITEM NO.8

PERMITS, LICENSES AND FEES ALLOWANCE

PERMITS, LICENSES AND FEES ALLOWANCE	1
--------------------------------------	---

ITEM NO.9
COST ALLOWANCE AS DIRECTED BY THE ENGINEER
COST ALLOWANCE

1

ITEM NO.10
CONSIDERATION FOR IDEMNIFICATION
CONSIDERATION FOR IDEMNIFICATION

1

SUMMARY	QTY.	TOTAL	SELL
ITEM NO.1	102	5700.00	581400.00
ITEM NO.2	1	3200.00	3200.00
ITEMS NO.3 (NOT REQUIRED FOR TAMARAC)			
ITEMS NO.4 (NOT REQUIRED FOR TAMARAC)			
ITEMS NO.5	1	6227.00	6227.00
ITEM NO.6	1	5750.00	5750.00
ITEM NO.7	102	2070.00	211140.00
ITEM NO.8	1	5000.00	5000.00
ITEM NO.9	1	25000.00	25000.00
ITEM NO.10	1	10.00	10.00
		TOTAL	837727.00

TOTAL SELL: \$837,727.00 PLUS TAX IF APPLICABLE

FOB: JOB SITE
DEL: 18-20 WEEKS
AFTER APPROVED DRAWINGS
TERMS: NET 30 DAYS
(SUBJECT TO CREDIT APPROVAL)

WARRANTY: ALL WARRANTIES SHALL EXPIRE ONE (1) YEAR FROM DATE OF START-UP
FROM SELLER TO BUYER UNLESS SPECIALLY INDICATED OTHERWISE AND
WILL BE NULL AND VOID UNLESS MATERIALS ARE STORED UNDER PROPER
CONDITIONS DETERMINED BY C.C. CONTROL CORP.



LUIS L. GARCIA

2/9/2017

SECTION III PROPOSAL SUBMISSION FORMS

PROPOSAL SUBMISSION STATEMENT

RFP# 022414 SCADA Systems Upgrades

The undersigned hereby declares that after examining the Proposal Documents, does hereby submit a response and warrants that:

- a. She/He is an officer of the organization.
- b. She/He is authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in the RFP.
- c. She/He has fully read and understands the RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.



Authorized Signature

Luis H. Garcia Vice President

Printed Name & Title

C.C. CONTROL CORP.

Company Name

5760 CORPORATE WAY, SUITE 100

Company Address

WEST PALM BEACH, FL 33407

City, State, Zip Code

FEBRUARY 17, 2014

Date

561-293-3975

Phone Number

lgarcia@cccontrolcorp.com

Email Address

Note: Business documents attesting to the authority of the above signor to commit the firm to this proposal must be available for review at the City's request.

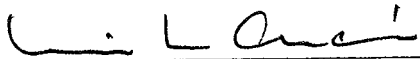
Bidder understands that the City may inspect any equipment and related materials prior to the start of any preparatory or application procedures to insure full compliance with the attached specifications. The City also retains the right to conduct a confirming inspection at any time during the project and to stop the contractor from performing any activities pending the resolution of any non-conformance issues.

The City of Oakland Park
SCADA Systems Upgrades
CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER

It is hereby made a part of this Request for Proposal that before, during and after a public emergency, hurricane, disaster, flood or acts of God, that the City of Oakland Park, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the City of Oakland Park.

Vendor/Contractor agrees to rent/sell/ lease all goods and services to the City of Oakland Park, Utilities Department as opposed to a private citizen on a first priority basis. The City of Oakland Park expects to pay the prices listed in the Force Maintenance Bid Schedule for all services rendered in the event of an emergency, hurricane, or disaster. Vendor/Contractor shall furnish a "24 hour" phone number in the event of such an emergency.

☒ I hereby understand and agree to the above statement. Signature


Signature

Luis L. Garcia
Print Name

Emergency Contact FRANK VITALE

Emergency Telephone Number: 561-339-5914

Home Telephone Number: N/A

Cellular Phone Number 561-339-5914

.....

_____ cannot comply with this request

Signature _____ Print Name _____

Title _____ Name of Company _____

NON-COLLUSION AFFIDAVIT

By submission of this affidavit, the Proposer certifies that this price is made independently and free from collusion. Proposer shall disclose below, to the best of its knowledge, any City of Oakland Park officer or employee, or any spouse, son, daughter, stepson, stepdaughter, or parent of any such officer or employee, who is an officer or director of, or has a material interest in, the Proposer's business who is in a position to influence this procurement. Any City of Oakland Park officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he or she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if he or she otherwise stands to personally gain if the contract is awarded to this vendor.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Oakland Park Code of Ordinances.

NAME

N/A

RELATIONSHIPS

N/A

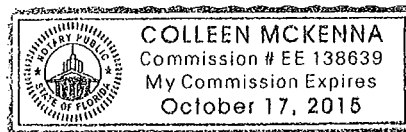
Lin H. Chen
Signature

Sworn to and subscribed before me in the state and county first mentioned above on this 17 day
of February, 2014.

(affix seal)

Colleen McKenna
Notary Public

October 17, 2015
My commission expires



SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON THE PUBLIC ENTITY CRIMES (To be signed in the presence Of a notary public or other officer authorized to administer oaths.)

STATE OF FLORIDA COUNTY Palm Beach

Before me, the undersigned authority, personally appeared, who, being by me first duly sworn, made the following statement:

Name of Proposer C.C. CONTRA CORP.

Business address 5760 Corporate Way Suite 100, W.P.B., FL 33407

I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any such agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" is defined by the statute to mean 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) 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, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

Please mark the appropriate paragraph below:

☒ Neither the proposer, contractor, nor any officer, director, executive, partner, shareholder, employee member or agent who is active in the management of the proposer or contractor nor any affiliate of the proposer or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

☐ There has been a conviction of a public entity crime by the proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the proposer or contractor who is active in the management of the proposer or contractor or an affiliate of the proposer or contractor. A determination has

been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is N/A. A copy of the order of the Division of Administrative Hearings is attached to this statement

[Signature]

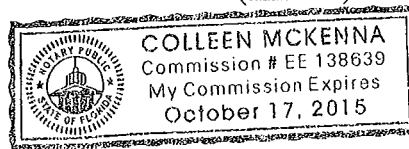
Proposer's Signature

Sworn to and subscribed before me on this 19 day of February, 2014

[Signature]

Notary Public Signature

(affix seal)



DOMESTIC PARTNERSHIP CERTIFICATION FORM

THIS FORM **MUST** BE COMPLETED AND SUBMITTED AT TIME OF SUBMITTAL
FOR CONTRACTOR TO BE DEEMED RESPONSIVE

The Contractor, by virtue of the signature below, certifies that it is aware of the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances, "Requirement for city contractors to provide equal benefits to domestic partners", and certifies the following:

(Please check only one below)

- ☐ 1. The Contractor currently complies with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances and provides benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- ☐ 2. The Contractor will comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of contract award and provide benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- ☐ 3. The Contractor will not comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of award
- ☒ 4. The Contractor does not need to comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of award because the following exemption applies: (Please check only one below)

- ☐ The Contractor's price bid for the initial contract term is \$100,000 or less
- ☒ The Contractor employs less than twenty-five (25) employees
- ☐ The Contractor does not provide benefits to employees' spouses or spouse's dependents
- ☐ The Contractor is a religious organization, association, society, or non-profit charitable or educational institution
- ☐ The Contractor is a government entity
- ☐ The Contractor cannot comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances 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

_____ and attach explanation of its applicability.

I, Luis L. Garcia, Vice President of C.C. Control Corp.
(Name) (Title) (Contractor)

Hereby attest that I have the authority to sign this notarized certification and certify that the above-referenced information is true, complete and correct.

Luis L. Garcia

Signature

Luis L. Garcia

Print Name

DOMESTIC PARTNERSHIP CERTIFICATION FORM (continued)

STATE OF FLORIDA

COUNTY OF PAIM BEACH

SWORN TO AND SUBSCRIBED BEFORE ME this 17th day of February, 2014

by Lois L. Garcia, to me personally known ☒ or produced

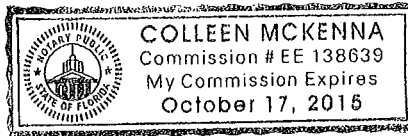
identification ___ type of identification produced: _____

Colleen Mckenna
Notary Public

My commission expires: 10/17/2015 Signature of

(SEAL)

Colleen Mckenna
Print name of Notary Public



EXPERIENCE/REFERENCES

The following is a listing of references the contractor has supplied services to, with in the past five years. Please provide name and current contact information for references.

NAME OF AGENCY	City of Lake Worth
CONTACT PERSON & PHONE NUMBER	Tim Sloan 561-586-1710
PERIOD OF SERVICE	FROM: 2001 TO: PRESENT

NAME OF AGENCY	Village of Golf
CONTACT PERSON & PHONE	John Lisle 561-732-4710
PERIOD OF SERVICE	FROM: 1995 TO: PRESENT

NAME OF AGENCY	City of Hollywood
CONTACT PERSON & PHONE NUMBER	Sum Reyes 954-921-3288
PERIOD OF SERVICE	FROM: 2005 TO: PRESENT

References may be attached separately.

Attachment "B"

SCHEDULE OF PRICES

SCADA System Upgrades

<u>No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1.	Remove and Replace all RTU's at Locations Identified in Table 1 with AB 1400 Series RTU's. Vendor shall replace each of the existing RTUs with UL 508A labeled subpanels and reconnect existing signals (includes all upgrades to existing Control Panels for the AB 1400 and installation of GE MDS SD4 Communication Devices, photos at end of Attachment "B").	24	EA	<u>5,700.00</u>	<u>136,800.00</u>
2.	Remove and Replace existing AB 1100 Series with AB1400 Series RTU at Location Identified in Table 1, Including all upgrades to existing Control Panels.	5	EA	<u>1,808.00</u>	<u>9,040.00</u>
3.	Furnish & Install VTS Trihedral Software Version 11 or latest version (redundant software for 2 computers, 5 web clients)	1	LS	<u>23,757.00</u>	<u>23,757.00</u>
4.	Furnish & Install Broadband Spread Spectrum Radios, One (1) Central Office Radio and two (2) Cell Tower Radios Including all Associated Radio Components.	1	EA	<u>6,227.00</u>	<u>6,227.00</u>
5.	Remove and Replace 450MHz Antenna, RF Coaxial Antenna Jumper, 900 MHz Spread Spectrum Antenna and RF Coaxial Antenna Jumper at Repeater Site (Cell Tower)	1	EA	<u>5,750.00</u>	<u>5,750.00</u>
6.	Remove and Replace Master Radio Station Antenna (900 MHz Antenna located at Central Control Room)	1	EA	<u>2,070.00</u>	<u>2,070.00</u>

Attachment "B"

SCHEDULE OF PRICES

SCADA System Upgrades

7.	Provide a 5 Year Maintenance Agreement (Consists of 20 Visits, Once Quarterly for 5 Years at 8 Hours a Visit at a maximum \$130.00 per hour)	5	YR	<u>3,200.⁰⁰</u>	<u>16,000.⁰⁰</u>
8.	Mobilization / Demobilization	1	LS	<u>0.⁰⁰</u>	<u>0.⁰⁰</u>
9.	Permits, Licenses and Fees Allowance	1	LS	<u>\$5,000.00</u>	<u>\$5,000.00</u>
10.	Maintenance of Traffic	1	LS	<u>0.⁰⁰</u>	<u>0.⁰⁰</u>
11.	Cost allowance for work as directed by the Engineer and upon authorization by the Owner due to undefined conditions	1	LS	<u>\$25,000.00</u>	<u>\$25,000.00</u>
12.	Consideration for Indemnification in accordance with the Supplementary General Conditions	1	LS	<u>\$10.00</u>	<u>\$10.00</u>

TOTAL PROPOSAL FOR COMPLETE PROJECT: 229,654.⁰⁰

Two Hundred twenty nine Thousand six hundred fifty Four And ⁰⁰/₀₀
TOTAL PROPOSAL PRICE IN WRITING

All work shall be included in each Proposal Item including but not limited to all equipment, machines, materials, maintenance of traffic, excavation, backfill, restoration, fencing if necessary, purchase and delivery of equipment and materials, removal and disposal of old equipment, installing Allen Bradley 1400 Series RTU's complete in place and functioning, replacement of radios, installation of GE MDS SD4 Communication Devices, wiring, conduits, transmitters, upgrades and rewiring of Control Panels to accept the AB 1400 and GE MDS SD4 Communication Devices, VTS Trihedral Software, Version 11 or latest version for two (2) Computers and five (5) Remote Web Clients, installation of new equipment including all appurtenances, training of City staff on software and field operations, permit fees, disposal fees, removal and delivery of Allen Bradley 1100 Series RTU's and the other RTU's to be replaced to the Public Works yard, etc. for a complete and functional removal and installation of a new SCADA system acceptable to the City of Oakland Park.



REQUEST FOR PROPOSALS

RFP # 022414 SCADA System Upgrades

**CITY OF OAKLAND PARK
PUBLIC WORKS DEPARTMENT
5100 NE 12 Terrace
OAKLAND PARK, FL. 33334**

SECTION I
INSTRUCTIONS TO PROPOSERS

1. GENERAL: The following instructions are given for guiding proposers in properly preparing their proposals. For information concerning procedures for responding to this Request for Proposal (RFP), contact Maggie Turner, at the phone number or email address listed on the title page of the document. Proposal documents are available for download via www.demandstar.com. Vendors who obtain specifications and plans from sources other than the City or DemandStar.com are cautioned that the bid package may be incomplete. All addendums, tabulations, and awards will be posted and disseminated by DemandStar.
2. SCOPE OF WORK: The purpose of this proposal is to establish firm prices by private contractors for upgrades and/or replacement of the existing SCADA System. The successful proposer will be responsible to furnish and install all tools, materials, equipment, traffic control, labor, software, RTU's, radios, etc. to perform all work specified in this document.
3. ADDITIONAL INFORMATION, QUESTIONS, AND ADDENDA: Requests for additional information or questions must be made in writing, to Maggie Turner, Purchasing Specialist, via email at margarett@oaklandparkfl.gov or fax to 954-630-4265. Requests must be submitted prior to the deadline listed in the schedule of events section. Additional information will only be transmitted via a written addendum.
4. DEVELOPMENT COSTS: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.
5. MANDATORY PRE – PROPOSAL MEETING: A mandatory pre proposal conference and optional site tour will be held on February 7, 2014 at 10:00 AM at in Commission Chambers at City Hall, 3650 NE 12 Ave., Oakland Park, Fl. 33334. The site tour portion of this meeting is optional.
6. INSURANCE REQUIREMENTS: The proposer will be required to furnish evidence of the following insurance coverages by a licensed Florida Company that has at least a "BEST" rating of "A."
 - A. Without limiting any of the other obligations or liabilities of proposer, proposer will provide, pay for and maintain in force until all of its work to be performed under this contract has been completed and accepted by City (or for such duration as is otherwise specified after this), the insurance coverages set forth herein.
 - B. Workers compensation insurance to apply for all employees of the contractor, sub contractors, and the contractor's architect and/or engineer meeting the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(s) must include: Employers' liability with a minimum limit of one hundred thousand dollars (\$100,000) each accident.
 - C. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000) per occurrence combined single limits for bodily injury liability and property damage liability.
 - D. Personal Injury Coverage with employee and contractual exclusions removed with minimum limits of coverage equal to those required for bodily injury liability and property damage liability;

- E. Business automobile liability with minimum limits of five hundred thousand dollars (\$500,000) per occurrence combined single limits for bodily injury liability and property damage liability.
 - F. The City is to be expressly included as an "Additional Insured" in the name of "City of Oakland Park" with respect to liability arising out of operations performed by City by or for proposer; or acts or omissions of City concerning general supervision of such operation.
 - G. Notice of cancellation and/or restriction Policy(s) must be endorsed to give the City thirty (30) days notice of cancellation and/or restriction.
- 6. PROOF OF CARRIAGE OF INSURANCE: The proposer will furnish to Maggie Turner, Purchasing Office, Certificates of Insurance or endorsements evidencing the insurance coverage specified above within seven (7) days after notification of an award. The required Certificates of Insurance or endorsements will not only name the types of policies continued, but will also refer specifically to this contract and will state that such insurance is as required by this contract.
 - 7. PROPOSER'S EXPERIENCE RECORD: The City will have the right to investigate the financial condition, experience record, and equipment of each proposer and determine to its satisfaction the competency of each to undertake the project. The proposer will submit documentation concerned with the past performance and integrity of a contractor/developer. Accordingly, proposer should provide information as to any of the following: (a) bankruptcy, (b) mortgage foreclosures; (c) previous or pending litigation and (d) restrictions, restraints or impositions imposed by federal or state regulatory agencies such as Federal Housing Administration, Securities and Exchange Commission, etc., that apply to the contractor/developer.
 - 8. NON- APPROPRIATION OF FUNDS: In the event no funds or insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for payments due under the contract, then the City, upon written notice of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense to the City.
 - 9. POSTPONEMENT OF DATE FOR SUBMITTING PROPOSALS: The City reserves the right to extend the date for the receipt of proposals and will give ample notice of any such postponement to each prospective proposer.
 - 10. CONTRACT AWARD: The City anticipates entering into a contract with the proposer who submits the proposal judged by the City to be most advantageous. The City anticipates awarding one contract but reserves the right to award more than one if in its best interests to do so.

The proposer understands that this RFP does not constitute an offer or a contract with the CITY. A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the Proposer have been authorized by the appropriate level of authority within the City, an agreement has been approved, and executed by parties and by the appropriate level of authority within the City.

11. RIGHT TO WAIVE AND REJECT: The City, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the City, to complete or perform a City of Oakland Park contracted project in a timely fashion or has failed in any other way, in the opinion of the City, to perform a prior contract in a satisfactory manner, and has directed the City of Oakland Park Purchasing Manager to emphasize this condition to potential proposers.

There is no obligation on the part of the City to award the proposal to the lowest proposer, and the City reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of the City, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. The City of Oakland Park shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

The City of Oakland Park reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the City.

The City specifically reserves the right to reject any conditional proposal and will normally reject those which made it impossible to determine the true amount of the proposal. Each item must be proposed separately and no attempt is to be made to tie any item or items to any other item or items.

12. DISQUALIFICATION OF PROPOSERS: Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:

- A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
- C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the City until such participant shall have been reinstated as a qualified proposer.
- D. Uncompleted work which in the judgment of the City might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- F. Default under previous contract.

13. NONDISCRIMINATION EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT 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 Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, 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. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 162), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Contractor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

14. PUBLIC RECORDS The City of Oakland Park is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
- A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - B. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
 - C. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - D. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
15. DOMESTIC PARTNER BENEFITS REQUIREMENT: Effective November 7, 2012, Ordinance 2012-28, Requirement for city contractors to provide equal benefits for domestic partners, was passed. The ordinance requires that all Contractors, with 25 or more employees contracting with the City of Oakland Park 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 and the children of spouses, with certain exceptions as provided by the Ordinance.

16. TERM OF AGREEMENT: The initial term of the Contract shall be for six (6) months. The City shall have the option to extend the Contract at its discretion, at terms mutually acceptable by both parties. Award of any contract is contingent upon appropriation of sufficient budgeted funds.

The City of Oakland Park reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to award only portions of the project, to award to multiple contractors, or take any similar actions that may be deemed to be in the best interests of the City

17. PROPOSAL SUBMISSION DEADLINE AND OPENING Sealed proposals will be received by the City Clerk's Office, City of Oakland Park, 3650 NE 12 Ave., Oakland Park, Florida until 2:30 PM, EST, February 24, 2014. The proposals will be opened and read aloud shortly thereafter. One (1) electronic CD copy, one (1) original and two (2) copies of proposals must be presented in a sealed envelope and identified with the following information: **"RFP # 022414 SCADA Systems Upgrades"**. The City of Oakland Park reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to award only portions of the project, to award to multiple contractors, or take any similar actions that may be deemed to be in the best interests of the City.
18. EVALUATION CRITERIA AND PROCEDURES: In evaluating proposals, the City will consider the qualifications of the Proposers, reputations, experience, certifications, whether the Proposals comply with the prescribed requirements, unit prices and other data as may be requested in the proposal forms. The City will evaluate proposals and will select the proposal, which meets the best interests of the City. The City's decision will be final.

The following criteria shall be utilized in the evaluation of the proposals:

1. Qualifications of the firm.
2. Experience in similar work, including governmental experience
3. Technical ability of the firm to perform the required services
4. Pricing

19. SCHEDULE OF RFP EVENTS

- | | | |
|----|--|---------------------|
| a. | Release of RFP | 01/27/14 |
| b. | Mandatory Pre-Proposal Conference | 02/07/14 (10:00 AM) |
| c. | Last date for submission of questions or requests for additional information | 02/12/14 (4:00 PM) |
| d. | Final addendum issued (if necessary) | 02/14/14 |
| e. | Proposal Due Date | 02/24/14 (2:30 PM) |
| f. | Award of Contract | 03/19/14 |

All dates are tentative and subject to change.

SECTION II

SCOPE OF WORK

The purpose of this proposal is to establish firm prices by private contractors for upgrades to existing SCADA Systems and replacement of existing outdated SCADA systems. The successful proposer is responsible for all tools, equipment, materials, traffic control and labor to perform all work specified in this agreement. These services include but are not limited to: replacement of equipment, software, upgrade to existing panels, wiring, materials, equipment, regularly scheduled preventive maintenance, inspections, and adjustments and all items as described within this RFP. Maintenance operations and repairs on an "as required basis" inclusive of response after hours for emergency conditions, as agreed upon between the Contractor and City.

See attached **Figure 1** for locations of SCADA systems upgrades.

- 1) The Contractor shall maintain the stations in a clean and safe manner. All OSHA safety standards shall be adhered to.
- 2) See **Appendix A** for SCADA Systems Report dated June 21, 2013 for all complete listing of all existing equipment, materials, hardware, software, etc. and proposed replacement of all for a complete new/upgraded SCADA system.

SPECIFICATIONS

Contractor shall accept full responsibility for the work to be performed and the services to be rendered and shall protect the work against loss or damage sustained during the process of the work and promptly repair any damages done.

The words "Supervise" and "Inspect" whenever used in this proposal in connection with duties or activities of the Public Works Department of the City shall in no way expressly or implied relieve the Contractor from its responsibility for the safety of the workmen, the preservation of the work, or proper performance. The City of Oakland Park shall not be responsible for the workman, safeguarding the work or the proper performance of the Contractor.

All material and workmanship shall, in every respect, be in conformity with the latest Florida Building Code requirements.

The Contractor shall comply with Department of Labor safety and health regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL91-54)

QUALIFICATIONS

Contractor has been in the business of furnishing, installing, servicing and repairing SCADA systems used for Sanitary Sewer Lift Station for at least ten (10) years.

Contractor has never failed to complete work awarded to it.

Contractor must have at least ten (10) years' experience with municipal lift station operations, maintenance, and repair within a municipality operating forty (40) lift stations. This includes and but not limited to submersible, vacuum, and drywell type stations.

Contractor must have at least ten (10) years' experience as it pertains to SCADA systems, and various types of telemetry maintenance and operation

WARRANTIES

The Contractor shall correct any defective or faulty work or materials, which may appear within one (1) year after completion of work upon notifications by the City.

Contractor shall follow all equipment manufacturer instructions, and shall be installed in accordance with manufacturer specifications.

PARTS AND MATERIALS

All parts and materials to be utilized shall conform to standards of the trade, manufacturers' recommendations, and be acceptable to the City of Oakland Park.

The cost of parts and materials shall be based on the Contractor's wholesale price from the supply house plus a maximum of a 15% percent mark-up. (A mark-up on sales tax will not be allowed). The Contractor's invoice shall clearly show the manufactures' part number, description, supply house cost and percent mark-up cost. A copy of the supply house invoice shall be submitted with the Contractor's invoice.

The Contractor shall be expected to negotiate and obtain the lowest prices possible when purchasing parts/materials for sale to the City of Oakland Park. Invoices will be spot checked and verified through a quote procedure to verify that the City of Oakland Park is receiving the best possible pricing for these products.

Note: All invoices shall be billed on a cost plus basis.

USE OF SUBCONTRACTORS: The Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless approved in writing by the authorized representative of the Public Works Department. On occasion, the use of subcontracted services may be required. This is for service that is needed on occasion, not in the regular course of lift station repair, and maintenance service. Subcontracted services for repairs, installations, major rehabilitation, and emergency services for lift station installation, repair and maintenance service are to be billed at net cost. A maximum of 15% markup will be allowed. A mark-up on sales tax will not be allowed on invoice. The Contractor's invoices will clearly show the description of the subcontracted service, cost and percent mark-up cost. A copy of the Subcontractor will be submitted with Contractors invoice.

The City reserves the right to negotiate subcontracted work.

SECTION III PROPOSAL SUBMISSION FORMS

PROPOSAL SUBMISSION STATEMENT

RFP# 022414 SCADA Systems Upgrades

The undersigned hereby declares that after examining the Proposal Documents, does hereby submit a response and warrants that:

- a. She/He is an officer of the organization.
- b. She/He is authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in the RFP.
- c. She/He has fully read and understands the RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.

_____ Authorized Signature	_____ Printed Name & Title
_____ Company Name	_____ Company Address
_____ City, State, Zip Code	_____ Date
_____ Phone Number	_____ Email Address

Note: Business documents attesting to the authority of the above signor to commit the firm to this proposal must be available for review at the City's request.

Bidder understands that the City may inspect any equipment and related materials prior to the start of any preparatory or application procedures to insure full compliance with the attached specifications. The City also retains the right to conduct a confirming inspection at any time during the project and to stop the contractor from performing any activities pending the resolution of any non-conformance issues.

The City of Oakland Park
SCADA Systems Upgrades
CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER

It is hereby made a part of this Request for Proposal that before, during and after a public emergency, hurricane, disaster, flood or acts of God, that the City of Oakland Park, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the City of Oakland Park.

Vendor/Contractor agrees to rent/sell/ lease all goods and services to the City of Oakland Park, Utilities Department as opposed to a private citizen on a first priority basis. The City of Oakland Park expects to pay the prices listed in the Force Maintenance Bid Schedule for all services rendered in the event of an emergency, hurricane, or disaster. Vendor/Contractor shall furnish a "24 hour" phone number in the event of such an emergency.

_____I hereby understand and agree to the above statement. Signature

_____	_____
Signature	Print Name
_____	_____

Emergency Contact _____

Emergency Telephone Number: _____

Home Telephone Number: _____

Cellular Phone Number _____

.....

_____cannot comply with this request

_____	_____
Signature	Print Name

_____	_____
Title	Name of Company

NON-COLLUSION AFFIDAVIT

By submission of this affidavit, the Proposer certifies that this price is made independently and free from collusion. Proposer shall disclose below, to the best of its knowledge, any City of Oakland Park officer or employee, or any spouse, son, daughter, stepson, stepdaughter, or parent of any such officer or employee, who is an officer or director of, or has a material interest in, the Proposer's business who is in a position to influence this procurement. Any City of Oakland Park officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he or she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if he or she otherwise stands to personally gain if the contract is awarded to this vendor.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Oakland Park Code of Ordinances.

NAME

RELATIONSHIPS

Signature

Sworn to and subscribed before me in the state and county first mentioned above on this ____ day
of _____, 20__.

(affix seal)

Notary Public

My commission expires

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON THE PUBLIC ENTITY CRIMES (To be signed in the presence Of a notary public or other officer authorized to administer oaths.)

STATE OF _____ COUNTY _____

Before me, the undersigned authority, personally appeared, who, being by me first duly sworn, made the following statement:

Name of Proposer _____

Business address _____

I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any such agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" is defined by the statute to mean 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) 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, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

Please mark the appropriate paragraph below:

_____ Neither the proposer, contractor, nor any officer, director, executive, partner, shareholder, employee member or agent who is active in the management of the proposer or contractor nor any affiliate of the proposer or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

_____ There has been a conviction of a public entity crime by the proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the proposer or contractor who is active in the management of the proposer or contractor or an affiliate of the proposer or contractor. A determination has

been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement

Proposer's Signature

Sworn to and subscribed before me on this _____ day of _____, 20__

(affix seal)

Notary Public Signature

ATTACHMENTS**Attachment "A"**

Location of Replacement RTU's, Control Panel Upgrades, Radios/Modem Upgrades		
Replacement of RTU, Control Panel Upgrades & New Radio/Modem Installation		RTU's to be Upgraded (Upgrading Allen Bradley 1100 PLC to Allen Bradley 1400 PLC)
8	D-6	1
A-2	D-7	2
B-1	D-8	5
B-3	D-9	7
C-3	D-10	B-2A
C-4	D-11	
D-1	D-12	
D-2	D-13	
D-3	D-14	
D-4	MILBR	
D-4A	FS	
D-5	RI	
24 STATIONS		5 STATIONS

It should be noted that there are an additional five (5) Lift Stations currently under design that will incorporate the proposed improvements at those stations under separate contracts. However, the software installation, training and maintenance shall include the additional five (5) lift stations in the Bid Price.

Attachment "B"

SCHEDULE OF PRICES

SCADA System Upgrades

<u>No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1.	Remove and Replace all RTU's at Locations Identified in Table 1 with AB 1400 Series RTU's. Vendor shall replace each of the existing RTUs with UL 508A labeled subpanels and reconnect existing signals (includes all upgrades to existing Control Panels for the AB 1400 and installation of GE MDS SD4 Communication Devices, photos at end of Attachment "B").	24	EA	_____	_____
2.	Remove and Replace existing AB 1100 Series with AB1400 Series RTU at Location Identified in Table 1, Including all upgrades to existing Control Panels.	5	EA	_____	_____
3.	Furnish & Install VTS Trihedral Software Version 11 or latest version (redundant software for 2 computers, 5 web clients)	1	LS	_____	_____
4.	Furnish & Install Broadband Spread Spectrum Radios, One (1) Central Office Radio and two (2) Cell Tower Radios Including all Associated Radio Components.	1	EA	_____	_____
5.	Remove and Replace 450MHz Antenna, RF Coaxial Antenna Jumper, 900 MHz Spread Spectrum Antenna and RF Coaxial Antenna Jumper at Repeater Site (Cell Tower)	1	EA	_____	_____
6.	Remove and Replace Master Radio Station Antenna (900 MHz Antenna located at Central Control Room)	1	EA	_____	_____

Attachment "B"

SCHEDULE OF PRICES

SCADA System Upgrades

7.	Provide a 5 Year Maintenance Agreement (Consists of 20 Visits, Once Quarterly for 5 Years at 8 Hours a Visit at a maximum \$130.00 per hour)	5	YR	<u> </u>	<u> </u>
8.	Mobilization / Demobilization	1	LS	<u> </u>	<u> </u>
9.	Permits, Licenses and Fees Allowance	1	LS	<u> \$5,000.00 </u>	<u> \$5,000.00 </u>
10.	Maintenance of Traffic	1	LS	<u> </u>	<u> </u>
11.	Cost allowance for work as directed by the Engineer and upon authorization by the Owner due to undefined conditions	1	LS	<u> \$25,000.00 </u>	<u> \$25,000.00 </u>
12.	Consideration for Indemnification in accordance with the Supplementary General Conditions	1	LS	<u> \$10.00 </u>	<u> \$10.00 </u>

TOTAL PROPOSAL FOR COMPLETE PROJECT:

TOTAL PROPOSAL PRICE IN WRITING

All work shall be included in each Proposal Item including but not limited to all equipment, machines, materials, maintenance of traffic, excavation, backfill, restoration, fencing if necessary, purchase and delivery of equipment and materials, removal and disposal of old equipment, installing Allen Bradley 1400 Series RTU's complete in place and functioning, replacement of radios, installation of GE MDS SD4 Communication Devices, wiring, conduits, transmitters, upgrades and rewiring of Control Panels to accept the AB 1400 and GE MDS SD4 Communication Devices, VTS Trihedral Software, Version 11 or latest version for two (2) Computers and five (5) Remote Web Clients, installation of new equipment including all appurtenances, training of City staff on software and field operations, permit fees, disposal fees, removal and delivery of Allen Bradley 1100 Series RTU's and the other RTU's to be replaced to the Public Works yard, etc. for a complete and functional removal and installation of a new SCADA system acceptable to the City of Oakland Park.

This Bid shall include ALL WORK, EQUIPMENT, LABOR and MATERIALS necessary to provide the City a complete and functional SCADA system for the entire wastewater transmission system. No additional payments will be made for required materials, equipment, labor or work that is not specifically stated within this RFP.

All equipment, materials, hardware, software, etc. stated within this RFP and its attachments are not to be substituted with any considered "equal" unless specifically stated as such by the City of Oakland Park.

The City shall remove and replace the existing antennas at the Lift Stations separate from this RFP.

Pictures of typical existing SCADA control panels and newly installed SCADA control panel are below and on the following pages.



Current SCADA control panel

APPENDIX “A”

SCADA SYSTEM REPORT

For the
City of Oakland Park, Florida
June 21, 2013



CRAVEN THOMPSON AND ASSOCIATES, INC
ENGINEERS • PLANNERS • SURVEYORS



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TABLE 1	Lift Station Monitoring Unit Data
TABLE 2	Radio Terminal Units (RTU)
TABLE 3	Estimate of Probable Cost
FIGURE 1	Lift Station Locations & RTU Identification
FIGURE 2	VTS Trihedral Lift Station User Interface

APPENDIX:

Appendix A	Advantage Communications Inc. Maintenance Report
Appendix B	VTS Trihedral SCADA Software Technical Datasheet
Appendix C	Allen Bradley Micrologix 1100 Vs. 1400 Controller
Appendix D	Advantage Communication Inc. Proposal for SCADA Repeater and Master Antenna Replacement
Appendix E	Advantage Communication Inc. Proposal for Master Radio Station Antenna Replacement

SECTION 1

INTRODUCTION

Lift stations are an integral part of the management of the City of Oakland Park's wastewater system and requires careful monitoring and control. There are currently (34) lift stations throughout the City of Oakland Park that manage the City's wastewater need. The electrical equipment that controls the City's lift stations is comprised of a control panel and a Radio Terminal Unit (RTU). The control panel provides general directions to the pumps as to when to turn on and off and also allows for manual control onsite. The RTU gathers the real time information and transmits it to a centralized Control Room (currently in the public works office) with a Supervisory Control & Data Acquisition (SCADA) System. SCADA, a type of Industrial Control System (ICS), is a computer controlled system that monitors and controls industrial processes that can include multiple sites over large distances. In the City of Oakland Park, this system is being utilized to monitor the basic actions of the City's (34) lift stations. The information from each RTU is sent to a centralized Cell tower that receives and retransmits the data to the Central Control Room. The City's current set up and version of software and RTU's allow recovering very basic information, such as pump failure and pumping on and off. The capabilities of a SCADA system allow more data to be collected from various devices. Such as monitoring pump faults, wet well levels, pump durations, trends, pressure, flow rate etc. The major defect in the City's current SCADA system is the age and the limited capabilities of the current RTU's.

The purpose of this report is to analyze the current SCADA system, identify its deficiencies and provide recommendations to upgrade all the Oakland Park Lift Stations to a Central SCADA system. In the following section, the current system is analyzed and the current RTU's capabilities are compared to the most recently installed Lift Station (B-2A) RTU capabilities. The RTU's with the oldest Programmable Logic Controllers (PLC) are identified and compared to Lift Station B-2A as well. Also, the current Oakland Park SCADA system software is analyzed and compared to the City's current RTU contractors (CC Control Corp.) recommended software.

SECTION 2

PROPOSED SCADA SYSTEM UPGRADE

The City of Oakland Park has been making improvements to several lift station throughout the City and is seeking to update their current SCADA system. The City wants the ability to better monitor the status of all the pumps, obtain real time information about each pump station, and be able to have control of the activities of the station by accessing the SCADA control computer through an administrative login system. Currently, Lift Station B-2A is one of the newest lift stations to be fully installed and actively working in the City of Oakland Park. It has most of the capabilities that the City is seeking, but as long as the rest of the lift stations are not capable to transmit the same rate of data, then B-2A is limited and is working well below its capabilities.

The data obtained for this report was taken from a combination of sources. The primary source was through field investigation of the lift stations throughout the City of Oakland Park. Each station's control panel and RTU panel available information was recorded and organized in **Table 1** titled Lift Station Monitoring Unit Data. The manufacturing date, company, controller Model number and radio type was recorded. The manufacturing and installation date for the majority of the RTU's was not available. Therefore, the date of the control panel installation was assumed for the installation of the RTU's. Data was obtained from the City of Oakland Park's Public Works files with station information and RTU antenna upgrade logs. Internal file data from Craven Thompson & Associates, Inc. (CTA) was referenced as well as data from another consulting engineering firm for the City of Oakland Park which are currently designing Lift Station B-2, 3, and 4. Additional SCADA system and upgrade information was obtained from CC Control Corp.

The current City of Oakland Park SCADA System is outdated and to an extent is incompatible with the capabilities of the newest lift station RTU's. The field data obtained (see **Table 1** for Lift Station Monitoring Unit Data) shows that the current control panel's range from 10 years to almost 25 years since they were originally manufactured and installed. The control panels also have had many repairs throughout

Table 1
Lift Station Monitoring Unit Inventory

STATUS	LS #	Location	Control Panel	Year Installed	RTU	Antenna (New Vs. old)	Pump Size		
							# of pumps	Voltage	Phase
Under Construction	1	1604 NE 45 ST	Manufacturer/Installed by CC Control Corp.	2013	RTU-01 Allen Bradley 1763- MM1Memory Module Allen Bradley Micro Logix 1100 Controller CAT: 1763-L168BB	New	2	480	3
Under Construction	2	4209 NE 15 AVE	Manufacturer/Installed by CC Control Corp.	2013	RTU-02 Allen Bradley 1763- MM1Memory Module Allen Bradley Micro Logix 1100 Controller CAT: 1763-L168BB	New	2	480	3
Design by Calvin Giordano Eng. (Currently in Design Phase)	3	4805 NE 13 TERR	Manufacturer/Installed by Acutec Inc.	1992	RTU-03 Allen Bradley Micro Logix 1100 Controller CAT: 1763-L16DWD SER: B REV: E Internal Panel Parts from US Filters	New	2	240	3
Design by Calvin Giordano Eng. (Currently in Design Phase)	4	1750 NE 42 ST	Manufacturer/Installed by Acutec Inc.	1992	RTU-04 Manufacturer and Controller by US Filters US Filters D620i Controller DB9	Old	2	240	3
Under Construction	5	3340 NE 20 AVE	Manufacturer/Installed by CC Control Corp.	2013	RTU-05 Allen Bradley 1763- MM1Memory Module Allen Bradley Micro Logix 1100 Controller CAT: 1763-L168BB	New	2	240	3
Under Construction	7	1810 E. Oakland Park Blvd	Manufacturer/Installed by CC Control Corp.	2013	RTU-06 Allen Bradley 1763- MM1Memory Module Allen Bradley Micro Logix 1100 Controller CAT: 1763-L168BB	New	2	240	3
Constructed Designed by Craven Thompson & Associates	8	1689 E. Oakland Park Blvd	Manufactured/Installed by Champion Controls Inc.	2009	RTU-07 Manufacturer and Controller by US Filters US Filters D620i Controller DB9	Old	2	240	3
Constructed Designed by Craven Thompson & Associates	A-2	3625 NE 17 AVE	Manufactured/Installed by Hydro Pump Inc.	2008	RTU-08 Manufacturer and Controller by US Filters US Filters D620i Controller DB9	New	2	240	3
Existing	B-1	3580 NE 12 AVE	Manufactured/Installed by STA-CON INC. As-Built Plans read 05/29/01	2001	RTU-09 Manufacturer and Controller by US Filters US Filters D620i Controller DB9 (S/N; 11148)	Old	2	480	3
Design by Calvin Giordano Eng. (Currently in Design Phase)	B-2	928 NE 48 ST	Unknown	----	RTU-10 Manufacturer and Controller by US Filters US Filters D620i Controller DB9	New	2	240	3
CTA Built - Model	B-2A	4750 NE 7 AVE	Manufacturer/Installed by CC Control Corp.	2012	RTU-34 Allen Bradley 1763- MM1Memory Module Allen Bradley Micro Logix 1100 Controller CAT: 1763-L168BB	New	2	240	3
Constructed Designed by Craven Thompson & Associates	B-3	4920 NE 12 AVE	Manufactured/Installed by Champion Controls Inc.	2009	RTU-11 Manufacturer and Controller by US Filters US Filters D620i Controller DB9	Old	2	240	3

Table 1
Lift Station Monitoring Unit Inventory

STATUS	LS #	Location	Control Panel	Year Installed	RTU	Antenna (New Vs. old)	Pump Size		
							# of pumps	Voltage	Phase
Design by Craven Thompson Eng. (Currently in Design Phase)	C-1	3590 N. Andrews AVE	Station Controller SC2000 Computer Manufactured/Installed by Champion Controls Inc. Design Plans read 07/26/12	2012	RTU-12 Allen Bradley Micro Logix 1100 Controller CAT: 1763-L16DWD SER: B REV: E Internal Panel Parts from US Filters	Old	2	480	3
Design by Craven Thompson Eng. (Currently in Design Phase)	C-2	813 NW 33 ST	Manufactured/Installed by STA-CON INC. As-Built Plans read 02/16/01	2001	RTU-13 Allen Bradley Micro Logix 1100 Controller CAT: 1763-L16DWD SER: B REV: E Internal Panel Parts from US Filters	Old	2	480	3
Existing	C-3	3271 NW 3 AVE	Manufacturer/Installed by CC Control Corp. Job: J-490, Installation date: 01/16/89	1989	RTU-14 Manufacturer and Controller by US Filters US Filters D620i Controller DB9 (Checked 11/08/11) Temp Modern/Radio "GE" MDS SD4 from CC Control Corp	Old	2	240	3
Existing	C-4	920 NW 38 ST	Manufacturer/Installed by CC Control Corp. Job: J-490, Installation date: 01/16/89	1989	RTU-15 Allen Bradley Micro Logix 1100 Controller CAT: 1763-L16DWD SER: B REV: B Internal Panel Parts from US Filters	New	2	240	3
Existing	D-1	3301 NW 21 AVE	Manufactured/Installed by STA-CON INC. Design Plans read 06/28/99	1999	RTU-16 Allen Bradley Micro Logix 1100 Controller CAT: 1763-L16DWD SER: B REV: B Internal Panel Parts from US Filters	Old	2	480	3
Existing	D-2	4400 NW 18 TERR	Manufacturer/Installed by STA-CON INC. Design Plans read 06/28/99	1999	RTU-21 Manufacturer and Controller by US Filters US Filters D620i Controller DB9	Old	2	480	3
Existing	D-3	3700 NW 18 AVE	Manufacturer/Installed by CC Control Corp. Job: J-1476, Installation date: 08/29/03	2003	RTU-22 Allen Bradley Micro Logix 1100 Controller CAT: 1763-L16DWD SER: B FW: 11 MAT: 1763-L16DWD B Internal Panel Parts from US Filters	Old	2	480	3
Existing	D-4	3098 NW 21 AVE	Installed in the late 80's to Early 90's; Manufactured/Installed by STA-CON INC.	Late 80's - Early 90's	RTU-23 Allen Bradley Micro Logix 1100 Controller CAT: 1763-L16DWD SER: B REV: B Internal Panel Parts from US Filters	Old	2	480	3
Existing	D-4A	2360 NW 27 STREET	Manufactured/Installed by Champion Controls Inc. Design Plans read 03/04/10	2010	RTU-33 Allen Bradley Micro Logix 1100 Controller CAT: 1763-L16DWD SER: B REV: E Manufactured/Installed by Champion Controls Inc.	New	2	240	3
Existing	D-5	3801 NW 10 AVE	Manufacturer/Installed by CC Control Corp. Job: J-490, Installation date: 01/16/89	1989	RTU-24 Manufacturer and Controller by US Filters US Filters D620i Controller DB9	New	2	240	3
Constructed Designed by Craven Thompson & Associates	D-6	2901 W. Oakland Park Blvd	Manufactured/Installed by Champion Controls Inc.	2005	RTU-25 Allen Bradley Micro Logix 1100 Controller CAT: 1763-L16DWD SER: B REV: E Internal Panel Parts from US Filters	Old	2	240	3

Table 1
Lift Station Monitoring Unit Inventory

STATUS	L.S. #	Location	Control Panel	Year Installed	RTU	Antenna (New Vs. old)	Pump Size		
							# of pumps	Voltage	Phase
Existing	D-7	2500 NW 44 ST	Installed in the late 80's to Early 90's; Manufactured/Installed by STA-CON INC.	Late 80's - Early 90's	RTU-26 Allen Bradley Micro Logix 1100 Controller CAT: 1763-L16DWD SER: B REV: E Internal Panel Parts from US Filters	New	2	480	3
Existing	D-8	4351 NW 21 AVE	Installed in the late 80's to Early 90's; Manufactured/Installed by STA-CON INC.	Late 80's - Early 90's	RTU-27 Manufacturer and Controller by US Filters US Filters D620i Controller DB9	Old	2	240	3
Existing	D-9	2751 NW 39 ST	Installed in the late 80's to Early 90's; Manufacturer/Installed by STA-CON INC.	Late 80's - Early 90's	RTU-28 Manufacturer and Controller by US Filters US Filters D620i Controller DB9 (Changed 7/13/11)	Old	2	240	3
Existing	D-10	2901 NW 44 ST	Installed in the late 80's to Early 90's; Manufactured/Installed by STA-CON INC.	Late 80's - Early 90's	RTU-17 Manufacturer and Controller by US Filters US Filters D620i Controller DB9	New	2	240	3
Constructed Designed by Craven Thompson & Associates	D-11	3500 N. Oakland Forest Dr	Manufactured/Installed by Champion Controls Inc. Design Plans read 02/28/05	2005	RTU-18 Manufacturer and Controller by US Filters US Filters D620i Controller DB9 (1998 Model)	New	3 (Triplex)	480	3
Existing	D-12	4900 NW 9 AVE	Installed in the late 80's to Early 90's; Manufactured/Installed by STA-CON INC.	Late 80's - Early 90's	RTU-19 Allen Bradley Micro Logix 1100 Controller CAT: 1763-L16DWD SER: B REV: E Internal Panel Parts from US Filters	Old	2	480	3
Existing	D-13	2203 W. Oakland Park Blvd.	Installed in the late 80's to Early 90's; Manufactured/Installed by STA-CON INC.	Late 80's - Early 90's	RTU-20 Allen Bradley Micro Logix 1100 Controller CAT: 1763-L16DWD SER: B REV: B Internal Panel Parts from US Filters	New	2	480	3
Existing	D-14	3308 NW 31 st Terrace	Manufactured/Installed by Champion Controls Inc. Design Plans read 12/21/06	2007	RTU-32 Manufacturer/Installed by Siemens US Filters D620i Controller DB9	New	2	240	3
Existing	MILBR	899 W. Prospect Rd	Manufactured/Installed by Electric Specialty Inc. Date Installed: 10/07/88	1988	RTU-30 Allen Bradley Micro Logix 1100 Controller CAT: 1763-L16DWD SER: B REV: E Internal Panel Parts from US Filters	Old	2	240	3
Existing	FS	155 E. Prospect Rd	Manufactured/Installed by Electric Specialty Inc. Date Installed: 10/07/88	1988	RTU-29 Manufacturer and Controller by US Filters US Filters D620i Controller DB9 (S/N; 11331)	Old	2	240	3
Existing	RI	2681 NW 19 AVE	Installed in the late 80's to Early 90's; Manufactured/Installed by Quality Controls Inc.	Late 80's - Early 90's	RTU-31 Manufacturer and Controller by US Filters US Filters D620i Controller DB9 (S/N; 11391)	New	2	240	Roto-Phase



the years, but have had no significant upgrades. These old panels (specifically the ones older than 10 years since installation) are somewhat problematic and are in need of replacement.

The City of Oakland Park currently has (34) RTU's that provide information about each of the active lift stations. Each RTU that was observed has had different additions to them over time to keep them working. When the RTU's were originally installed, they were all using US Filters RTU's with US Filter D620i PLC's. Over the years, some of the US Filters D620i PLC's were changed out for Allen Bradley Micro Logix 1100 Series PLC's. Currently, 10 out of the 34 Lift Stations have been upgraded to Allen Bradley Micro Logix 1100 Series PLC's but remain with the old US Filters components and the old radios. Five other stations have completely new systems that have Allen Bradley Micro Logix 1100 Series PLC's and new MDS 4710B 5 Watt Radios. Stations 1, 2, 5 and 7 are currently under construction and Station B-2A was completed less than a year ago. Another 5 lift stations (2 with old US Filters PLC's and 3 with Allen Bradley PLC's) have been approved to be rebuilt and are currently being designed. Station 3, 4, B-2, C-1, C-2 are in the design phase. From the remaining 24 Lift Stations, 14 Lift Stations have original US Filters RTU with the original US Filter D620i PLC's and 10 lift stations have original US Filters RTU with Allen Bradley Micro Logix 1100 PLC's. The different PLC's in the RTU's from one lift station to another do not allow for good communication to the SCADA system and is one of the major causes for deficiencies in the existing SCADA system. *Figure 1* shows a map with the location of all the lift stations, the Cell Tower and the Centralized Control Room in the City of Oakland Park. It identifies the lift stations that require the existing telemetry to be replaced, the lift stations with telemetry that can remain and the lift stations that are currently being designed for improvements.

The RTU antennas throughout the City's lift stations are not uniform. Fifteen lift station antennas have been replaced by new ones and 14 stations have old antennas in need of replacement. The remaining 5 are the ones currently in the design phase. While this is not a major deficiency, by replacing all the old station antennas there would be better



communications between the stations to the cell tower. This information was provided by Advantage Communications, Inc. (ACI) in a previous maintenance report summarizing the deficiencies of all their antenna equipment throughout the SCADA System (See *Appendix A* for ACI's Maintenance Report). As part of the report and system analysis, ACI trained Oakland Park personnel to perform antenna and coaxial cable replacement work. The replacement of these antennas is currently being carried out by the City of Oakland Park. The report also states that the City's master polling site antenna system (located at the Cell Tower) is defective and requires a complete replacement. The outlined work includes the replacement of both the 900MHz directional and the 450MHz omnidirectional antenna system at the repeater site. The antenna currently at the Central Control Room has also been determined by ACI to be in bad condition and in need of replacement.

The current 2 radios located at the cell tower are in fair condition, as well as the current radio at the centralized control room. They are capable of providing the service required of the existing SCADA System. But for the SCADA System capabilities that the City is seeking, the current radios will not suffice.

The software package being used to run the current SCADA system is a 2004 version of Wonderware software. This software currently interprets the basic data that is provided by the older RTU's and some of the information from the new RTU's. The main deficiency, as it pertains to the software in the current SCADA system is the age of the current software. This version of software is not capable of providing the City of Oakland Park their ideal SCADA system. While upgrading it to a later version of Wonderware might be able to provide the level of service the City is searching for, CC Controls Corp. recommends software called VTS Trihedral. This software provides a user friendly interface, immediate technical support as well as remote technical support with internet connection. It comes with built in reports that are tailored to Telemetry and Pumping Stations, alarm summaries and DNP3 capabilities all built into software. See *Appendix B* for VTS Trihedral SCADA Software information.



SECTION 3

CONCLUSION/RECOMMENDATION

The current City of Oakland Park SCADA system deficiencies range throughout the entire system, both hardware and software. The deficiencies are mainly due to the age of the current hardware and software, incompatibility and technological reliability of the current panels, radios and antennas. The City wants the ability to better monitor the status of all the pumps, obtain real time information about each pump station, and be able to have control of the activities of the station by accessing the SCADA control computer through an administrative login system. In order to meet the City's ideal SCADA System, a major upgrade has to be made. The current best option that proves to be cost effective as well as long lasting is the replacement of all the old RTU's, upgrading to better software, upgrading current radios and replacing all the old deficient antennas.

Radio Terminal Units (RTU)

Our recommendation is to upgrade all the deficient Radio Terminal Units (RTU) to a standard radio and Programmable Logic Controllers (PLC) to provide a uniform system that can communicate effectively. *Appendix C* compares the differences between the two types of Allen Bradley PLC's that were considered; the Micrologix 1100 series versus the Micrologix 1400 series. The two are capable of many features necessary for the proposed SCADA System, but only the 1400 series allows for DNP3 communication. DNP3 communication allows the SCADA System to obtain real time data versus the 1100's which would provide data every couple of minutes. DNP3 allows for transfer of large amounts of data using little bandwidth and is more technologically current. The 1400 series also provides the ease of having Removable Terminal Blocks (RTB) which allow you to replace Input/Output (I/O) modules without rewiring. This becomes very useful in situations where PLC's need to be switched out for maintenance or repair. They reduce the downtime of the RTU and make the process of changing the PLC's more efficient. In order to provide this new system, all the lift stations with old US Filters RTU panels need



to be completely replaced by new RTU's with Allen Bradley MicroLogix 1400 series PLC's. Also, all the existing lift stations with upgraded RTU panels that have Allen Bradley MicroLogix 1100 PLC's need to be upgraded to Allen Bradley MicroLogix 1400 PLC's.

Table 2 below shows the stations that fall under each category of repair.

TABLE 2				
RTU's to be Replaced (Completely)		RTU's to be Upgraded (Upgrading Allen Bradley 1100 PLC to Allen Bradley 1400 PLC)		RTU's Currently in Design Phase
8	D-6	1		3
A-2	D-7	2		4
B-1	D-8	5		B-2
B-3	D-9	7		C-1
C-3	D-10	B-2A		C-2
C-4	D-11			
D-1	D-12			
D-2	D-13			
D-3	D-14			
D-4	MILBR			
D-4A	FS			
D-5	RI			
24 STATIONS		5 STATIONS		5 STATIONS

There are a total of 24 stations that require a complete replacement of the RTU's and 5 stations that only require the PLC's to be upgraded. The remaining 5 stations are currently in the design phase and the proposed specifications will be provided to those design consultants. The estimated probable cost for this upgrade is \$7,300.00 per complete RTU replacement and \$1,700.00 per each PLC upgrade. This cost data was provided by CC Control Corp. and is summarized in **Table 3**. Basic training on how to operate this new system will be provided by CC Controls Corp. in order to resolve any minor problems that may occur. Their installation includes a warranty of one (1) year from the date installed on the workmanship of the provided product. This includes fixing,



replacing or repairing any components that may be defective. CC Controls Corp. also has three (3) highly skilled Senior Project Engineers that are available for unexpected problems or emergencies if necessary. If somehow unavailable, any system integrator can easily access the code and fix the problem.

Lift Station Antennas

The lift station antennas throughout the City of Oakland Park are not uniform. The City of Oakland Park has internally been replacing the old antennas over time. Our recommendation is for the City to continue replacing the antennas and set a schedule to complete all the antenna upgrades by the end of the year or by the time of completion of the proposed upgrade.

Cell Tower Antennas

According to the maintenance report provided by Advantage Communications Inc. (*Appendix A*), the City's master polling site antenna system is defective and requires a complete replacement. Our recommendation is to replace both the 900MHz directional and the 450MHz omnidirectional antenna system at the repeater site. The conditions of the existing antennas are not adequate for the proposed SCADA System and the new antenna will greatly reduce the high levels of interference in the current system. The cost of this repair was estimated to be approximately \$5,000.00 + Tax (See *Appendix D* for ACI SCADA Repeater and Master Antenna Replacement Proposals).

Central Control Room Antenna

The maintenance report provided by Advantage Communications Inc. also determined that the existing antenna at the SCADA System Central Control office located at 5100 NE 12th Terrace is in poor condition and requires replacement. It's key for the SCADA System that all the transmitting devices be reliable. Therefore, it is recommended that the



900MHz antenna at this office also be replaced. The cost of this upgrade was estimated to be approximately \$1,800.00 + Tax (See *Appendix E* for ACI Master Antenna Proposals).

Radio Upgrades

In order for the proposed SCADA System to work, the 2 radios at the Cell Tower and the radio at the central control room need to be upgraded. The current radios will be replaced with Broadband Spread Spectrum Radios. The cost of these upgrades can be seen in **Table 3**. These radios are crucial and will provide the best communications for this SCADA System.

Software Upgrade

The current software that the city is using is outdated and therefore it is our recommendation that the city upgrade their software to VTS Trihedral. VTS Trihedral (the software recommended CC Control Corp.) will allow the city staff to have much greater control and understanding of what is occurring at any particular lift station at any particular time. The software is very user friendly and provides many built in features specially made for analysis of lift station data, such as pump runtimes, trending, alarm summaries, pressure rates and changes, graphs of pump usage throughout the day to even over several weeks (See *Appendix B* for VTS Trihedral Software Product Information and Details).

Figure 2-A – VTS Trihedral Lift Station User Interface

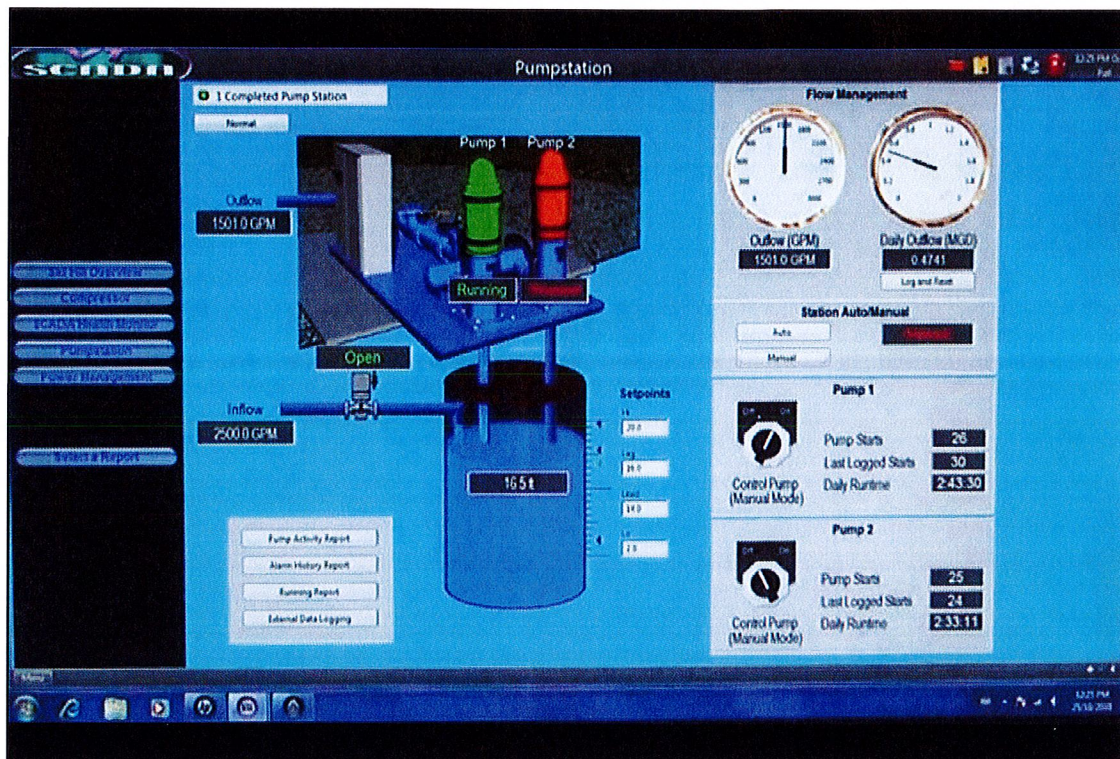


Figure 2 above displays a screen shot that shows the VTS Trihedral SCADA System interface for pump stations. The visual representation provides all the necessary information required to accurately monitor, operate and change the occurrences of the station in a very straight forward approach. This software allows for users to modify pump instructions and pump usage, as well change pump elevations and turn on/off pumps at the click of a mouse.

VTS Trihedral also provides immediate technical support over the phone, as well as remote technical support with internet connection. The proposed installation allows for 5 users with online logins. The package includes redundant software for 2 computers and provides access (both complete administrative access and limited access depending on administrative preferences). A laptop with internet connection and administrative access can also be used as a field access to the pump station controls. This allows the City of



Oakland Park to have real time lift station data/control accessible with an internet connection. The cost of upgrading the current SCADA System software (Wonderware) to VTS Trihedral software with multiple user online login is shown in **Table 3**.

Several cities such as the City of West Palm Beach, Indian Trace Improvement District and the Village of Palm Springs are currently using VTS Software for their SCADA Systems. They have not had any apparent problems or major dysfunctions with this software and are satisfied with its simplicity and customer service. Operational training in the VTS software will be provided to the public works staff and troubleshooting will be provided by the VTS Trihedral customer service.

Maintenance Plan

In order to maintain the proposed SCADA System running efficiently, a maintenance plan for the entire system is necessary. CC Control Corp. provides a 5 year maintenance agreement (beginning after RTU installations are made) which includes quarterly visits to maintain the SCADA System components and to address any problems that may arise. Each quarterly visit provides 8 work hours at a rate of \$130.00 per hour. **Table 3** on the following page shows the total cost of this service.

TABLE 3 Estimate of Probable Cost			
Items	Quantity	Unit Cost	Total
Replacing all Old RTU	24	\$ 7,300.00	\$ 175,200.00
Upgrading New RTU's (Replacing Existing Allen Bradley 1100 series PLC's with New Allen Bradley 1400 series PLC's)	5	\$ 1,700.00	\$ 8,500.00
SUBTOTAL OF RTU UPGRADE WORK			\$ 183,700.00
VTS Trihedral Software (redundant software for 2 computers, 5 web clients)	1	\$ 30,000.00	\$ 30,000.00
Central Office Radio & Radios at Cell Tower (2 radios at Cell Tower + 1 radio at Central Control Room)	1	\$ 8,000.00	\$ 8,000.00
Replacement of 450MHz Antenna, RF Coaxial Antenna Jumper, 900 MHz Spread Spectrum Antenna and RF Coaxial Antenna Jumper at Repeater Site (Cell Tower)	1	\$ 5,000.00	\$ 5,000.00
Replacement of Master Radio Station Antenna (900 MHz Antenna located at Central Control Room)	1	\$ 1,800.00	\$ 1,800.00
5 Year Maintenance Agreement (Consists of 20 Visits, Once Quarterly for 5 Years at 8 Hours a Visit at \$130.00 per hour)	1	\$ 20,800.00	\$ 20,800.00
TOTAL COST			\$ 249,300.00

Estimate of Probable Cost (**Table 3**) does not include the upgrading of RTU's of lift stations that are currently being designed and have an approved allocated budget by the City of Oakland Park. The City must specify RTU specifications to the design teams for future modification and/or upgrades to lift station telemetry for consistency with the proposed system.

Cost Effectiveness

This major upgrade to the SCADA System will increase productivity, allow insight to possible future repairs and reduce costs by decreasing the constant need to repair old technology. The various data that will be obtained with the new system software will allow a better understanding of the occurrences throughout the sanitary sewer system. Data on pump runtimes and the frequency of the pump turning on and off will allow the City to identify inefficient wells that can lead to quicker pump failures. In the long term, this information will allow the city to make better decisions which result in a more efficient wastewater system. The runtimes will also provide the total runtime of any specific pump. This information is helpful because it will identify the stations that require higher maintenance according to pump run time information. The information will also provide data to more efficiently schedule routine maintenance on stations in order to avoid major repair/replacement. While the upfront cost may be a deterrent, installing a new SCADA system will reduce down time and repair costs of stations by eliminating the emergencies and focusing on the routine maintenance.

Projected Timeline

The projected timeline is difficult to determine until a schedule and protocol on the process in which the work shall be constructed is set. As a rough estimate, each RTU upgrade should take about a week to be fully implemented. Additional time will be spent on the installation of the new antennas and radios located at the public works office and at the Cell Tower location. There is not a specific order in which the various components of the work need to be completed, but it is recommended that infrastructures of the SCADA System (Antennas and Radios) be upgraded and tested before the RTU's and VTS Software is installed. The estimated time of completion can range up to about a year depending on the amount of Lift Stations that the City of Oakland Park approves to be upgraded simultaneously.

APPENDIX A



ADVANTAGE COMMUNICATIONS, Inc.

Excellence in SCADA Radio Networks

www.advantage-com.com

Office Phone: 954-961-2642

Mailing / Shipping Address: 515 South Highlands Drive
Hollywood, FL 33021

Facsimile: 954-894-8900

Office / RF Lab Address: 4602 Pembroke Road
Hollywood, FL 33023

City of Oakland Park
5100 NE 12 Terrace
Oakland Park, Florida 33334

Monday, October 24, 2012

Ms. Susan Smith,

Advantage Communications, Inc. has completed a the waste water SCADA radio network Preventative Maintenance (PM). All radios in the network were tested for quality as they have all exceeded their typical service life of 10 years. The attached spread sheet calls out radios that are not capable of being tuned back to the original factory specifications. Also radios were found that are damaged beyond repair and must be replaced. One of these radios was found in the link between the SCADA repeater site and the Master radio sites where the HMI SCADA gear resides. This radio is a GEMDS 9810 and has been replaced out of scope of this PM work.

ACI has determined that all of the RTU's coaxial cables that connect the antenna to the radios surge protector are defective. All of these cables should be replaced with a Times Microwave LMR-400 cable or 1/2" Coaxial Transmission Hardline. The fasteners that hold the cable to the support structure are also largely missing or defective. This creates jeopardy for the coaxial cable (and the RTU's Antenna System) as the wind blows and moves the cable and it strikes the coaxial cable to the mast and surrounding hardware surfaces. These cables are fragile and should be fixed in place so that they can not be damaged by wind.

Great improvement has been made on the SCADA radios that have been aligned; SCADA radios of the type that are in use at Oakland Park aligned at least once per year. Oakland Park's radios have not been aligned in over 10 years, so many of the radios were found to be far off frequency, their modulation limits were grossly out of adjustment, other parameters were aligned and this is where much of the value of ACI's participation lies. See the notes in the attached spreadsheet.

The RTU's use antenna support structures that do not meet Florida Building code and are vulnerable to wind damage. They are also difficult to service the associated RTU's Antenna system if necessary. A bucket could be used to service the antennas, but they will continue to be vulnerable to wind events.

ACI recommends performing the following work to the SCADA Radio Network, these recommendations are listed in order of importance.

1 Replace the Antenna system at the main office. ACI will supply a quote for this work. This is important as there is a high level of interference in the Oakland Park service area at 900MHz, the new antenna will limit the amount of interference and more precisely improve the signal to noise issues.

2 Replace both the 900MHz directional and the 450MHz omnidirectional antenna system at the repeater site. This is important as there is a high level of interference in the Oakland Park service area at 900MHz, the new antenna will limit the amount of interference and more precisely improve the signal to noise issues.

3 Replace all the RTU Coaxial Cables and the Antennas as listed in the accompanying spread sheet.

4 Train Oakland Park personnel to perform antenna and coaxial cable replacement work with high quality, this will save the some repair costs on this work, and the work will be performed at industry standards for quality.

5 Other items such as defective coaxial surge protectors must be replaced due to defects found in the PM / System Audit work. See Attached Spread Sheet.

If these recommendations are followed the reliability of the Oakland Park SCADA Radio Network will increase significantly and communications failures will be reduced.

ACI will create proposals for the City for making these suggested repairs.

ACI would like to thank the City for the opportunity to serve the wastewater utility.

A handwritten signature in black ink, appearing to read "Mark Lavallee". The signature is fluid and cursive, with the first name "Mark" and last name "Lavallee" clearly distinguishable.

Mark Lavallee
President of ACI

APPENDIX B

Updated March 8, 2013

VTs HMI Software and VTScada SCADA Telemetry Tools Version 10.2

*An all-in-one monitoring & control interface for mission-critical applications of any size.
Designed for operators, developers, and managers.*



Powerful, Reliable, and Easy to Use

VTs™ provides a reliable, flexible, and feature-rich interface for your system with 27 years of proven installations in industries such as water & wastewater, manufacturing, power, oil & gas, chemical, food & beverage, air traffic control and broadcasting.

Integrated SCADA Tools

VTs includes VTScada™, an integrated telemetry tools layer designed for industries such as water, wastewater, gas, and power distribution. VTScada provides unparalleled polling management and industry-specific reports to help create efficiencies and lower cost of ownership.

Introducing Version 10.2

VTs Slippy Maps puts the familiarity and ease-of-use of on-line mapping right in your HMI. Create more vibrant displays and reports by choosing from over 16 million colors. Bring the power of tag hierarchy to your SCADA applications.

Software Licensing

One Install, All Mission-Critical SCADA Components

VTS monitoring & control software and VTScada telemetry tools are bundled into a single license. Applications require at least one license installed on a specific computer. Additional installations require additional licenses. Each installed license includes all of the Standard VTS Components in the left column below and can be configured as either a client or a server. Expand the capabilities of each installed license by enabling one or more of the optionally priced components listed in the right column. You can also add remote (thin) Internet client licenses for PCs, laptops or mobile devices (requires at least one full installation license).

Standard VTS Components	
Run-Time User Displays	✓
Alarm Management	✓
Configuration Management	✓
Reports	✓
Security	✓
Historian	✓
Trending/Data Export	✓
I/O Drivers/DDE/OPC Client	✓
Polling Management	✓
Operator Notes	✓

Select a Tag Count

- ☐ 1,000
- ☐ 5,000
- ☐ 10,000
- ☐ 25,000
- ☐ 100,000
- ☐ 500,000
- ☐ Unlimited

Select Optional Components	
<input type="checkbox"/>	Full Development Tools
<input type="checkbox"/>	VTS Alarm Dialer
<input type="checkbox"/>	Application Version Control
<input type="checkbox"/>	VTS OPC Server
<input type="checkbox"/>	VTS ODBC Server
<input type="checkbox"/>	VTS WEB Services (SOAP)
<input type="checkbox"/>	VTS Internet Client
<input type="checkbox"/>	VTS Mobile Internet Client

Start with a VTS Run Time License installed on a PC, Laptop, or Panel PC

Includes, out-of-the-box, all the standard components required for a stand-alone SCADA / HMI application (see diagram).

Select a Tag Count

The cost of a license depends on the number of tags required (see diagram). Most tags represent I/O values but they can also be things such as drivers, calculations, or totalizers. Tag counts include tags in all applications running concurrently on one computer. For example, two 500-tag applications running on a computer need at least a 1,000 tag license. Increase your tag count any time.

Add Optional Components

These are pre-integrated into VTS/VTScada and can be enabled by updating the license key. They are priced using the same tag count as the primary server license. E.g. a 1,000-tag Run Time requires a 1,000-tag dialer.

- ☐ **VTS Full Development Tools** - Create and edit applications, tags, graphic displays, and alarms (Page 7)
- ☐ **VTS Application Version Control** - See a detailed list of configuration changes and roll-back to any past version (Page 6)
- ☐ **VTS Alarm Dialer** - Receive and acknowledge alarms via phone, pager, text message, and email (Page 10)
- ☐ **VTS ODBC Server** - Allows other applications (e.g. Crystal Reports®) to retrieve real-time and historical process and alarm data (Page 6)
- ☐ **VTS OPC Server** - Enables other applications to read real-time data from VTS applications (OPC client required) (Page 6)
- ☐ **VTS Web Services (SOAP)** - Enables other applications to make requests to the VTS Historian via SOAP (Page 6)

Configure Redundant Computers (Recommended)

Add more full-installation licenses to configure redundant servers with automatic failover and historian synchronization. You can also balance the load for services like I/O, historian, alarms, and Internet client connectivity across multiple computers. (Page 4)

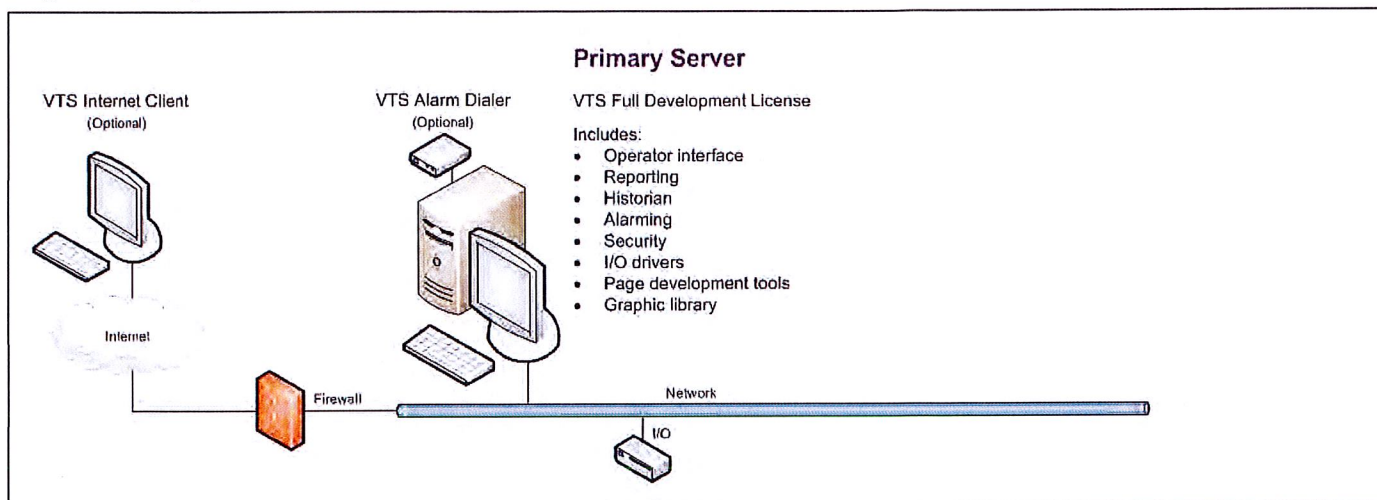
Add Thin Client Licenses

Requires at least one running full-installation license. Licensed by the number of concurrent users. (Page 4)

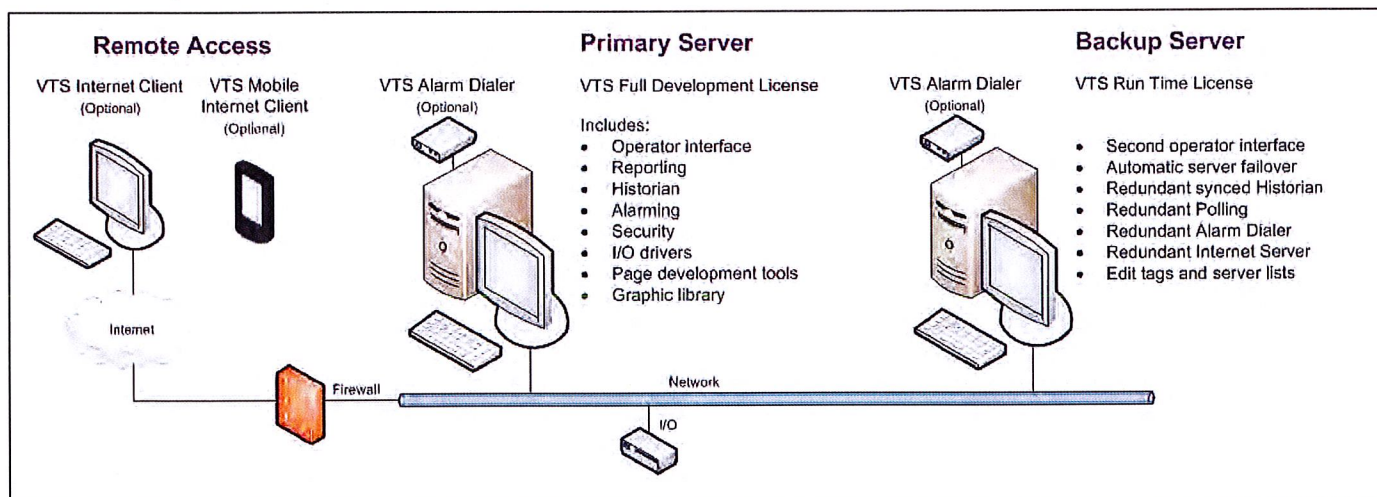
- ☐ **The VTS Internet Client** - For on-line Windows PCs and laptops. Identical to Run Time interface. No third-party server product required
- ☐ **VTS Mobile Internet Client** - For smart phones and tablets. Monitor, control, trend, and manage alarms with a touch or pinch

Typical Configurations

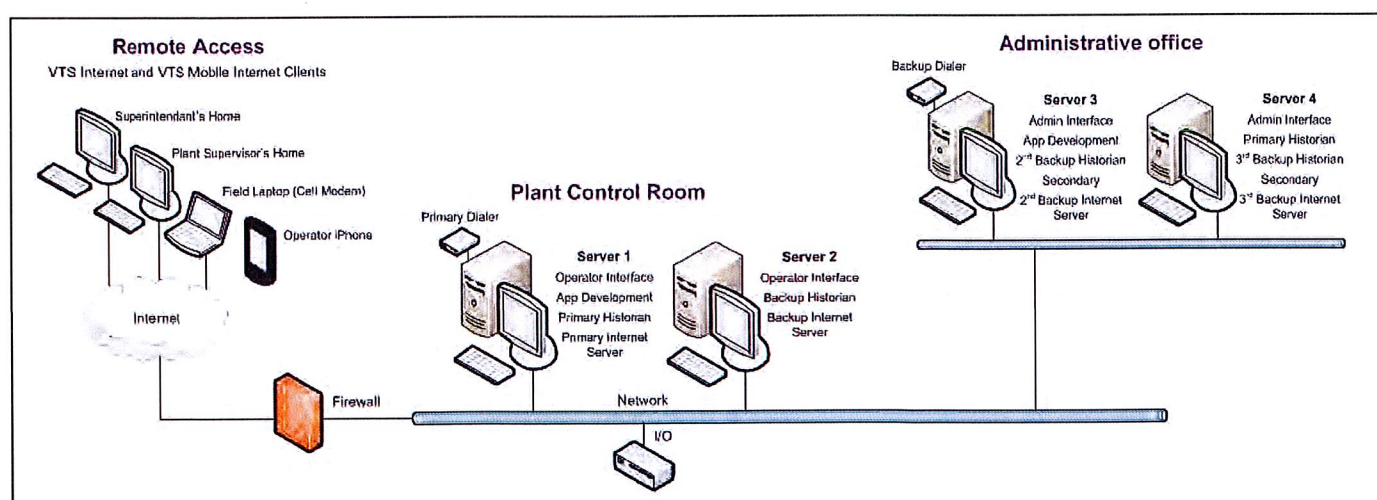
Single Server System



Two Server Systems



Large Scale Systems

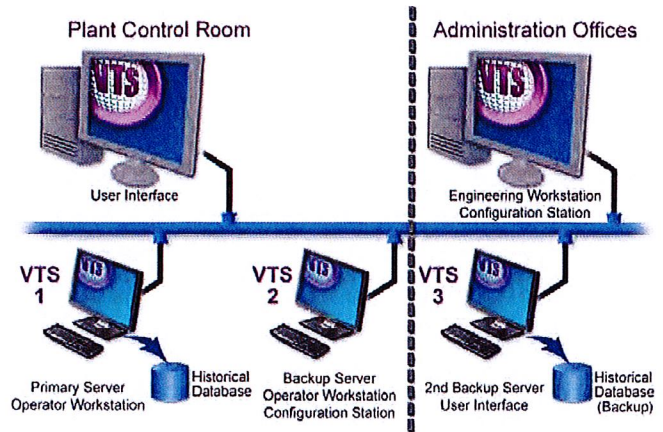


Architecture

Redundancy and Automatic Failover

To maximize uptime, we developed the most comprehensive and user-friendly approach to redundancy in the industry.

1. **Server Redundancy** - VTS supports unlimited synchronized servers with automatic failover. Configure any VTS thick client to be a redundant server in just minutes. Edit server lists without process interruption. Each server maintains a complete copy of the application's tags, security settings, displays, scripts, networked variables and configuration history. Historical and alarm history data can also be synchronized across all servers. Share CPU load for most services across multiple computers.
2. **Internet Server Redundancy** - If a server goes offline, client connections seamlessly failover to the next designated server. Configure any number of redundant servers.
3. **I/O Connection Redundancy** - The VTS Driver Multiplexer provides seamless failover to redundant communication networks or redundant I/O devices. Supports Serial, Ethernet, dial-up, DNP3, and radio.
4. VTS also supports an unlimited number of redundant, synchronized historians spread across multiple servers.

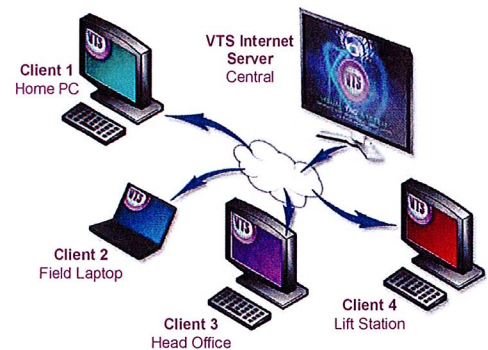


Sample redundant server architecture

VTS Internet Client for PCs and Laptops (Optional)

The VTS Internet Client (VIC) allows you to monitor and control your process from anywhere, anytime. Combined with industry-standard Internet security and automatic server failover, the VIC is as reliable as a full-installation VTS client.

The VIC does not require third-party server products such as Apache® or Microsoft IIS®. Displays appear exactly as they do on standard thick-client workstations without further configuration. The VIC license now includes the VTS Mobile Internet Client (Below).



Mobile Internet Client for Smart Phones & Tablets (Optional)

Version 10.1 introduced the simplest way to access your process from HTML5 compliant devices such as Android®, iPhone®, and iPad®. The VTS Mobile Internet Client (MIC) is a tactile interface to your application that allows you to securely view and acknowledge alarms, check equipment status, plot trends, and even issue control commands with just a touch or pinch. Unlike the VTS WAP Browser (page 10), the MIC is available under the VIC license.

New in 10.2 – The MIC now supports VTS Slippy Maps. Navigate your sites with a swipe and a pinch. Tap site pins to see process and alarm data.

For HTML 5 compliant devices

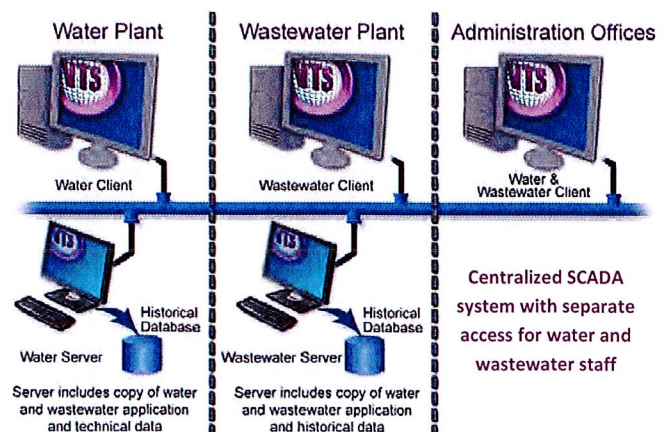


Realm Area Filtering

Rather than maintain separate applications for different departments (e.g. water and wastewater), VTS allows you to configure one central system where different user groups can only access screens and information relevant to them. This is done using a combination of Realm Area Filtering, Security Roles, and Application Privileges. Super users can be created to oversee the entire application.

This single-system approach minimizes training and computer hardware costs and greatly simplifies historian backup and server failover.

Centralized configuration also allows authorized users to operate or configure any part of the system from any computer.



Centralized SCADA system with separate access for water and wastewater staff

Historical Data Management

Historical Data Logging

The VTS Historian is part of every VTS application. Built for speed, it can log data at up to 4,000 values a second and sync across a WAN at up to 160,000 values a second. It can also share process data with third-party reporting tools via the VTS ODBC Server. (Page 6) Any tag drawn to a graphic display begins logging process data to the historical database automatically.

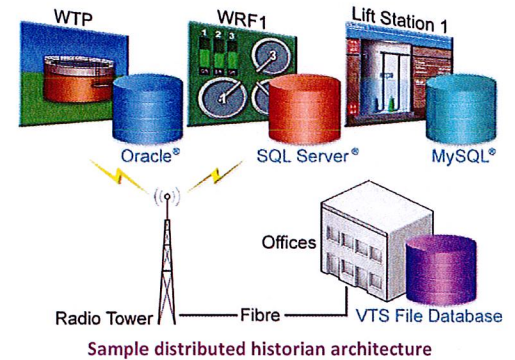
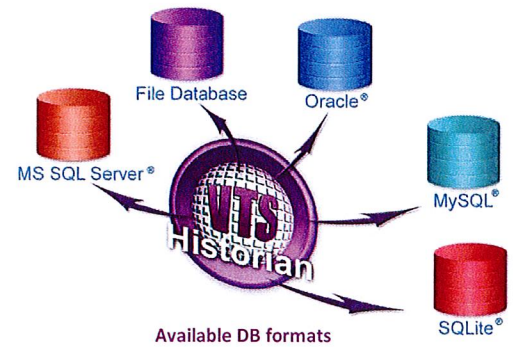
- Fast robust data logging and historical synchronization across networks
- Historical data are separated into monthly folders for easy archiving
- Log process data based on time of day or changes in value
- Avoid logging useless information using deadbands and delays
- Configure logging by tag

Supported Database Formats

In addition to the native VTS Historian, VTS supports Oracle®, SQL Server®, MySQL®, and SQLite® database formats.

Distributed Historians

VTS also supports an unlimited number of redundant, synchronized historians spread across multiple servers.



Historical Data Use

Historical Data Viewer (HDV)

The HDV page is a part of every VTS application. It combines historical data logs with real-time data to display a continuous picture of any number of I/O values over time. See analog and digital data displayed simultaneously in either trend view or tabular format. Add or remove tags as necessary and independently adjust each one's color and thickness.

- Save groups of tags for later recall
- Easily export any range of data to a file or database
- Add encrypted operator notes to points on the timeline
- Displays min, max and average values
- Supports logarithmic scaling



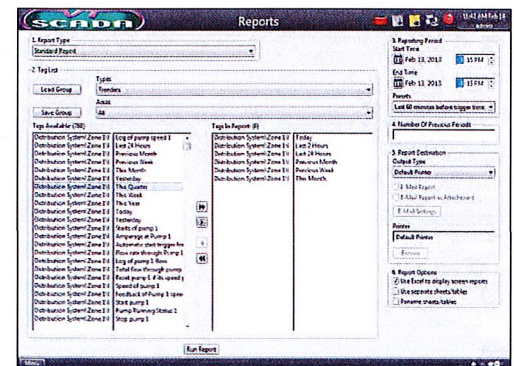
Report Generator

Every VTS application includes two reporting components; a page for generating ad-hoc reports and a report tag that can be scheduled to trigger pre-defined reports. Report tags are time zone aware and can run daily, weekly, monthly, manually, or on event.

VTS includes pre-defined reports to meet the needs of the water and wastewater industry. Add custom reports as required.

Reports can output to your screen, a file, an Excel® spreadsheet, a template, a database, or as an email attachment.

- Includes preconfigured reports for water and wastewater
- Report scheduler can automatically save important information to file, send it to a printer or email it to appropriate personnel
- Add custom script reports and Excel report templates as needed



Historical Data Sharing with Third-Party Systems

VTS OPC Server (Optional)

Allows OPC-compliant programs (including other VTS applications with OPC clients) to send and receive live process data to and from a standard VTS application.

VTS OPC Client (Standard)

The VTS OPC Client has long been a standard feature of VTS. It allows a standard VTS application to send and receive live process data to and from an OPC-compliant server (including other VTS applications with configured OPC servers).

- The OPC Client is available for no additional cost

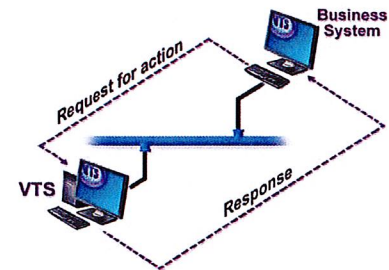
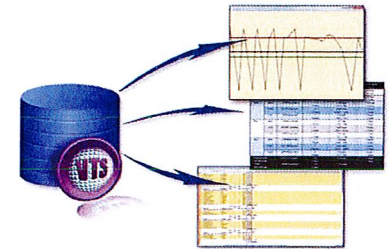
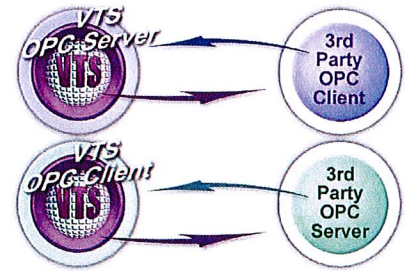
VTS ODBC Server (Optional)

The VTS ODBC Server allows you to use industry standard reporting software like Crystal Reports®, XL Reporter®, Microsoft Access® or Microsoft Excel® to extract system information directly from a VTS application. Through this interface, you can treat a VTS application as if it were a database, with each logged tag within it representing a table of timestamps and values. Once the connection is configured, your reporting software can send SQL queries to VTS to retrieve the logged tag values.

VTS Web Services (Optional)

This SOAP (XML) interface allows third-party business systems to make direct calls to real-time and VTS historical data. Calls can include requests for data from a time/date range (e.g. min, max, time of min, time of max, ave, total).

- Supports SQL calls from 3rd party apps to VTS native database
- Supports SELECT commands and WHERE clauses



Configuration Management

VTS Application Version Control (Optional)

VTS Application Version Control (AVC) provides change traceability, enhances application management in networked environments, and greatly improves recovery from unexpected effects of configuration changes. See a full change history of the application. Burrow into each version to see a side-by-side view of changes. Identify incremental changes made in each version. Instantly switch to any previous known good version. Merge changes in a multi-developer environment. Cherry-pick specific changes when merging versions. AVC is an optional feature of any VTS Full Development License. It is a standard feature of the VTS OEM/System Integrator license.

Version	Time Applied
CHR-D110	Mon Mar 04, 2013 15:36:15.091
BLA	913
BLA	683
CHR	627
BLA	649
CHR-D108	Mon Mar 04, 2013 15:34:55.060
CHR-D107	Mon Mar 04, 2013 15:33:05.362

Real-Time Configuration (Optional)

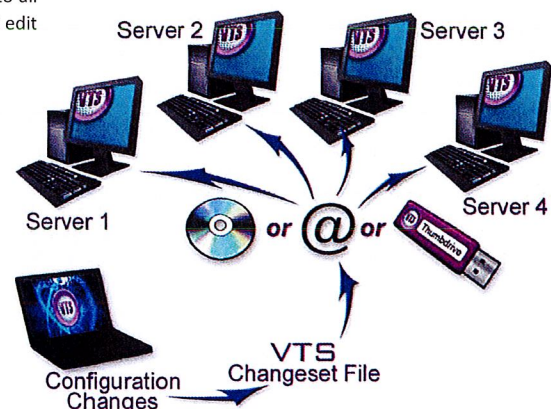
VTS reduces downtime by allowing you to edit tags and displays (plus many source code and property changes) without restarting your application. VTS versions 10 and higher allow multiple users to configure an application simultaneously without a configuration server. Push changes to all networked computers manually or automatically. You can edit tags via VTS Internet Clients and edit server lists from VTS Run Time Licenses.

Distribute Whole Applications in a Single File

VTS ChangeSets reduce integration costs by allowing you to easily distribute new or updated applications to multiple computers. ChangeSets are easily created, and imported by staff with limited technical knowledge. Apply ChangeSets without restart

- Distributed by email, FTP, memory stick, or CD
- Reuse work by cloning existing applications
- Use ChangeSets to backup/restore applications with version history
- Update OEM layers without affecting end user applications

New in VTS 10.2 - Application properties that determine the appearance of the VTS window (e.g. DispMgrFullScreen) can be changed without restart.



Application Configuration

Tags are the Building Blocks of VTS Applications

All resources (e.g. modems, I/O, alarms, device drivers) are treated as tags, allowing all application variables to be maintained in a single database.

- Test without live I/O using manual values
- Quality indicators on input tags
- Initial tag parameters can be calculated expressions
- Add new parameters to existing tags

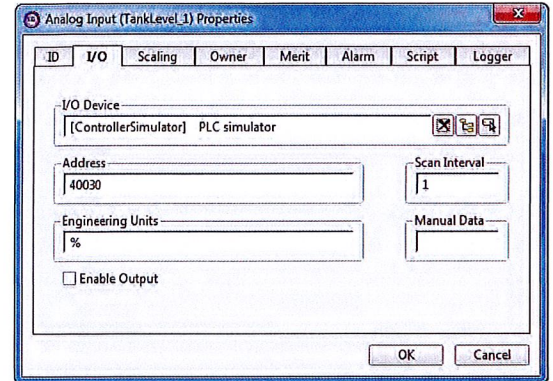
Hierarchical Tag Browser

Tags are created and managed using the VTS Tag Browser. VTS now allows you to model how your real-world elements relate to one another by nesting child tags within parent tags. If you see a pump as an assembly of I/O and communications drivers, you can define it that way. If the pump is one of many in a lift station or other assembly, you can make it a child of the lift-station tag. Build structures once and reuse them many times. Clone whole subsystems by simply copying the root of a tree of tags. Tags copied to new parent automatically reference new scope. The new VTS Context Tag makes grouping tags quickly and easily

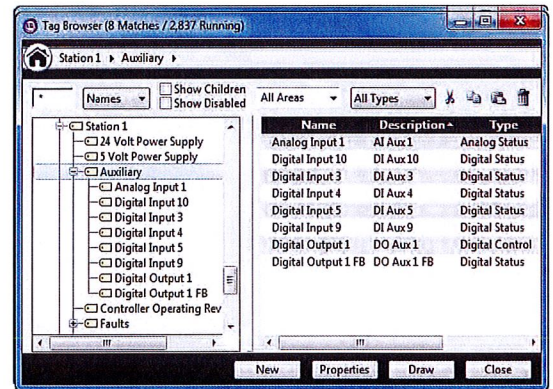
New in VTS 10.2 - Re-name and reorganize tags without losing tag history, page references, or alarms. Multiple tag selection saves significant time when copying, enabling, disabling, or deleting more than one tag.

High-Efficiency Tag Development

- Special analog and digital tag types integrate alarming and logging capability to reduce development time
- VTS Pump Status Tags automatically associate with preconfigured pump status reports, displaying pump Run Times and starts/stops
- Pump Status Tags include parameters for high and low alarms. Configure delays to reduce alarms due to minor disturbances
- 'Log on change' is activated whenever a new tag is added. This helps reduce database size without losing important data
- Create and replicate tags outside of VTS using Access®, Excel®, and SQL Server®
- New I/O tags automatically flagged as 'Questionable' to assist commissioning



Tag editing dialog



Hierarchical VTS Tag Browser

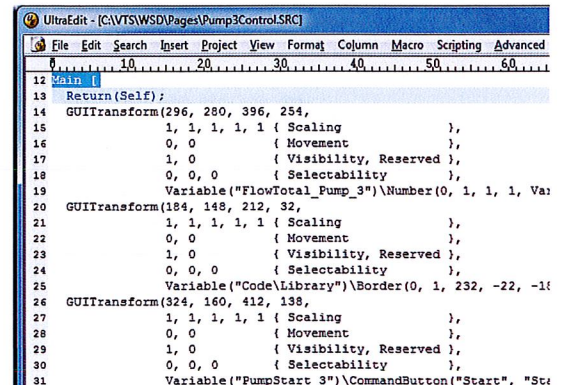
Advanced Customization

VTS Scripting Language

In addition to the drag & drop toolset, VTS provides a variety of tools to help you perform advanced customization. For example, the object-oriented VTS scripting language (similar to C++) allows unlimited customization of almost every feature. Copy a graphic object and paste its properties into a text editor. Make changes and paste them back onto the page. To reduce development time, VTS supports reusable objects (e.g. scripts, graphics, custom displays, library objects).

New in VTS 10.1

- Support for system file paths (42 in all)
- File dialog access to FTP (not in Vista)
- API for Deploy and DirectDeploy. Module constructors/destructors
- TRUE and FALSE functions & instance variables
- Dial-up networking support (PPP)
- Background scripts can run as services to start scheduled tasks or watch for events (e.g. run task when user logs in)



Edit VTS Script in any text editor

Soft Logic Control

- Deadband tag can be used as data source for output controls (Includes delay and hysteresis)
- Calculation tag (includes mathematical and logical functions) can be used as data source for output controls
- Expression tag supports complex scripting logic to be used as data source for output controls

Process Displays

Application-specific display pages provide an intuitive operator interface. These include graphical overviews of the process in a full-screen or windowed (user-selectable) view. A Full Development License allows you to quickly develop displays using objects from the graphics library, tag animations, polygons, etc. Switch between Run Time and Development modes without changing views. Divide system information logically across multiple pages that can be easily navigated by customizable menus, buttons and hotboxes.

- Default page navigation tools (e.g. menu, forward/back buttons)
- Dual and quad monitor support
- Design tag drawing methods without writing code
- Draw a grid of tags and their values on any page
- Nested page frames, check-boxes and tabbed folder drawing objects
- VTS Historian and modem statistics panels

New in VTS 10.2 - To help create more vibrant looking displays and reports, VTS supports 24-bit/32-bit 'true color'. Use the new color selector dialog to pick from more than 16 million colors. Script functions also support true color graphics.

VTS Configuration Toolbox

- Configure displays, navigation menu and tag database from one interface
- Easy-to-use graphic development tools
- Click & drag development tools (e.g. image library, polygons, tag-driven animations)
- Libraries allow fast development of custom reports, modem/alarm displays

Graphics Library

- 3,500+ symbols
- Import BMP, JPG, WMF and EMF
- Photo-real meters, clocks, compasses and HOA switches
- Draw grids of tags and their values
- Add nested frames, check-boxes and tabbed folders. (New in 10.1)
- Create reusable drawing objects by grouping multiple graphics and tags
- Import backgrounds, maps, watermarks
- Add 3D graphics created with 3rd party software (Must be flat jpg, png, bmp)

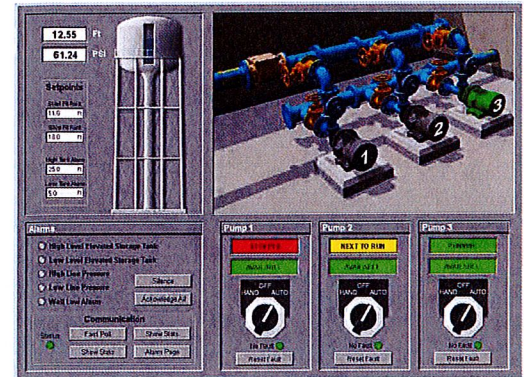
Lift Station Templates

Hierarchical tag architecture (Page 7) makes it easier to configure engaging pre-made lift station displays for third-party devices such as the MultiTrove® MultiSmart® RTU and the MPE Pump Controller®. New tools allow you to create and reuse your own templates. New pumping stations can be put on-line in less than a minute (Bottom right image).

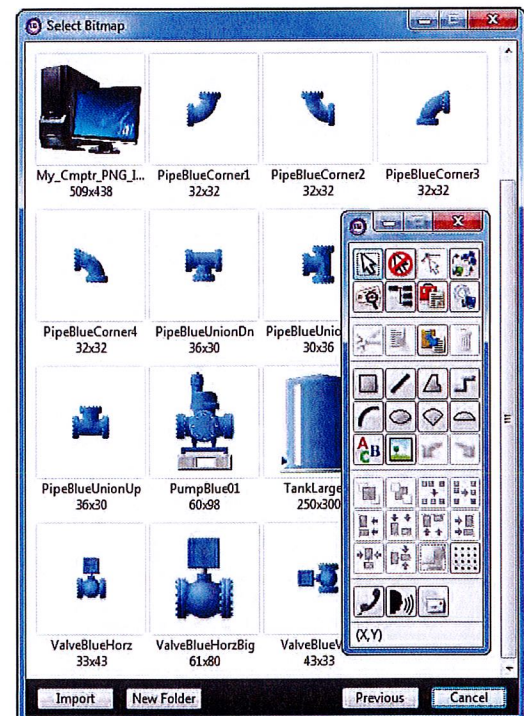
- Custom site displays can be created as desired
- Each auto-generated display includes:
 - All associated analog input, digital input and digital output values
 - A list of all related alarms
 - Data age and site status indicators
 - A Fast/Normal polling selector

Debugging Tools

- Logging profiler
- Million thread history with dead threads
- Debugging tools available locally or remotely through VTS Internet Server
- Automated application tests available
- Source code debugger for script
- Tracing of all VTS activities
- View error statistics and sent/received communications for device drivers
- Source debugger can highlight what code has been run or tested to date



Create custom displays with native drawing tools and imported images



Graphics library and configuration toolbox



Auto-generated lift-station display

I/O Connectivity

Device Driver Library

VTS provides maximum flexibility when choosing monitoring & control devices by supporting most industry standard and even many proprietary I/O protocols. We can also create new drivers to meet your needs.

The new SNMP driver uses UDP-based network protocol to communicate with devices used in oil & gas and broadcasting. Diagnostics drivers for MDS and DataRadios® provide real-time signal strength and other diagnostic data.

- All drivers include communications alarms (VTS 10.1)
- Group drivers and other related tags using VTS Context Tag
- Trigger tag expression for OFF condition
- Log History Stats tags
- Allen-Bradley® driver supports Radio Keying
- Some drivers support store & forward and logged data retrieval
- Driver support for third-party products. (e.g. Pi, Excel via DDE)

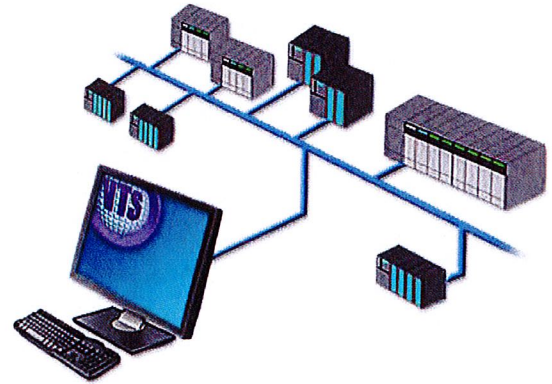
New in VTS 10.2 - Motorola IP Gateway Driver reduces communication traffic by using 'report by exception' features of Motorola ACE and MOSCAD RTUs. The DNP3 driver now includes an Addressing Assist Dialog to help configure addresses quickly with less chance of error.

Polling Management

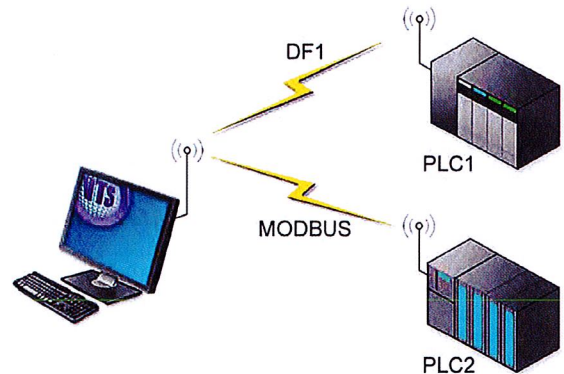
- Replaces master PLC reducing cost, set up, and points of failure
- Automatically manages scheduled polling cycles for RTUs
- Supports any number of independent polling groups
- 'Fast Poll' mode sets a higher polling frequency for specific RTU sites
- Use external triggers to poll on infrequent schedules or on command
- Enable or disable polling in any polling driver

Modem Management

- Supports modem pooling across servers for improved resource efficiency
- Includes custom Unimodem driver
- Data and VTS Alarm Dialer requests automatically routed to appropriate voice and data modem(s). No configuration necessary
- Supports dedicated modems for functional application areas
- Supports logging of modem activities
- Graphics show modem events, usage stats and modem status



Combine almost any combination of PLC and RTU brands



Use multiple protocols in the same polling cycle.

Operations

VTS Slippy Maps - Put Your SCADA System on the Map

New in VTS 10.2 - Interact with your remote monitoring sites in the same way you use on-line mapping tools like MapQuest®. Pan and zoom across all your sites with a simple click, toss, or scroll. Add dynamic maps to any graphic display or use the standard map pages.

Each site is represented by a pin that changes color based on its polling status. Click a pin to open the associated site. Easily drag pins into place or position them with latitude and longitude coordinates.

On-line applications can download map tiles directly from on-line map providers such as MapQuest® *. You can also pre-load these tiles for offline applications or load your own custom tiles created using third-party graphics programs. Once displayed, map tiles remain cached indefinitely.

Mobile Mapping at your fingertips - The VTS Mobile Internet Client now supports 'slippy maps' on HTML5 compliant mobile devices. (Page 4)

** Map tiles from commercial and open source websites may be subject to terms of license, or use agreements, compliance with which is the user's responsibility.*



Auto-generated site display with VTS Slippy Map tab

Application Security

Each application includes its own set of security accounts and settings which control access to all parts of the application including local workstations, Internet clients, mobile Internet clients, and the VTS Alarm Dialer. Once deployed, security changes are immediate and application wide. Ensure passwords exceed a minimum length, contain alphabetic, numeric or special characters or expire. Supports SMTP email servers requiring Transport Layer Security (e.g. Gmail®) when sending alarm notifications.

- Add, delete, copy or modify accounts
- Support for USB dongles
- Supports SSL (secure socket layer)
- User-definable automatic timed logout

VTS 10.1 replaced an ever-growing list of privileges with 'Rules.' Rules use a combination of a tag, a privilege, and a location to allow you to finely tune what users can do and where. Quickly configure user accounts by assigning them to a Role which is a pre-defined set of Rules corresponding to a specific job (e.g. plant operator).

To reduce duplication and ensure consistency, accounts can now be shared across multiple applications. The security database scheme now employs military-grade encryption as does the security information exchanged between the VTS Internet Client and Server. Accounts can also now be disabled following repeated failed log in attempts.

Operator Notes

Networked to allow authorized users
remote and local access

Include timestamp, user name

Encrypted to eliminate tampering

Print range of date/times or all notes

Display notes by date

More Ease-of-Use Features

Leave messages using highly-visible sticky notes

Multi-write object sets up to 50 outputs with a single action (Useful for starting HMI or replacing PLCs.)

Use History Statistics Tag to display calculated values (e.g. Compare one week's average flow to another.)

HTTP server displays HTML files like Google® maps

Alarm and Event Management

VTS applications include an alarm page (right) and alarm lists that can be added to any display. The alarm page lists current, active, unacknowledged, disabled, and configured alarms. Sort by date/time and filter by functional area or priority. Alarm pages also feature a list of time-stamped events including log on activity, alarm dialer activity, setpoint changes, etc. When an alarm occurs, click the blinking icon on every page to open the Alarm Page where you can silence or acknowledge alarms. Remotely acknowledge alarms by touch-tone phone via the VTS Alarm Dialer, by mobile phone via the VTS WAP Server or by smart phone or tablet via the MIC.

- Save an unlimited number of alarms and events
- Pop-up dialogs for high priority alarms
- Print any range of the alarm or event history
- Alarm tags built into Analog Status and Digital Status Tags
- Acknowledge alarms while configuring application






VTX Alarm Notification System (Optional)

Receive alarm information anywhere via email, pagers, and text-to-voice phone calls. Dial into your system to check levels and alarm status using your application-level security account. In addition to acknowledging alarms, you can change setpoints, start or stop pumps, or send digital commands to equipment. The alarm dialer shares the same tag and alarm databases as the VTS application. Create rosters of up to 30 staff to contact in sequence until an alarm is acknowledged. Configure any number of rosters for the whole application or just specific functional areas.. Alarm dialer roster activations recorded as events in the alarm history.

New in VTS 10.1 - Takes advantage of the latest in text-to-speech technology by supporting the 'Salli' speech engine from IVONA®. Acknowledge alarms via email.

VTS WAP Server - View system status, acknowledge alarms and control equipment via simple web pages designed for WAP-enabled Internet browsers running on mobile wireless devices such as the Blackberry®, Android®, iPhone®, iPad® and iPod Touch®. Note: Apple devices listed require WAP-enabled browsers (e.g. free Opera Mini®) from the Apple App Store®.

- Supports GZIP Encoding.

Users:	Account Name
admin	Blair
demo	
	Password
	••••••••
	Confirm Password
	••••••••
	Password Options
	<input type="checkbox"/> Password never expires
	<input type="checkbox"/> Force password reset at next logon
Roles:	Privilege/Role
Administrator	 Operator
Logged Off	 Application Stop
Operator	Add New Rule   

VTs Rules and Roles simplify account management

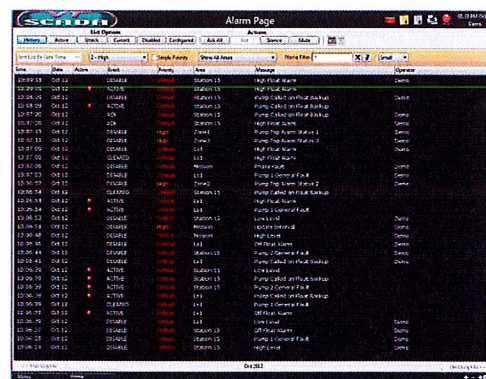
More Reliability Features

Rate-of-change tag detects rapid changes in values that indicate expensive leaks and spills

Trigger tag initiates actions based on time or value changes

Configure shutdown when Universal Power Supply runs low

Configure alarms to re-arm after a defined period once they have been acknowledged



Standard VTS Alarm Page



Minimum System Requirements

The following is a guide. Actual hardware/OS requirements depend upon your application's architecture.

Required

- VTS version 10.2 with program key (25-character key found on CD or in the email with the FTP link)
- OS: Windows 7 (32 or 64-bit), Vista (32 or 64-bit), 2008 Server R2*, XP** or 2003 Server***
- Processor: 2 GHz (XP) or 2GHz or more (Vista or Windows 7)
- RAM: 2 GB (XPSP3), 4GB (32-bit OS), 8GB (64-bit OS)
- Hard Disk: 200 MB free space (XP) or 20GB (Vista or Windows 7)
- Graphics Card: SVGA (XP), DirectX 9 compatible with 32Mb memory (Vista or Windows 7)
- Disc Drive: A CD-ROM (XP) or DVD-ROM (Windows 7, Vista, 2003 Server or 2008 Server)
- A mouse, pointing device or touch screen

Recommended

- 64-bit OS for all applications above 50K tags (You can run 32-bit VTS on a 64-bit OS)
- 3GHz dual or quad core processors (More cores won't help while higher clock speeds will)
- Solid State Drives (SSD) for the highest performance
- Avoid using RAID for file-based historian
- Keep historian on a separate hard drive from VTS and the OS
- Windows-compatible printer to print VTS pages or reports
- 100Mb/1Gb Ethernet required for networking
- A voice modem is required for the VTS Alarm Dialer
- Sound card and speakers are required for alarm annunciation
- RS-232 port if needed for communications with serial I/O devices

Compatible Operating Systems for VTS Versions

VTS Version	Win 8 64-Bit	Win 8 32-Bit	2013 Server	Win 7 64-Bit	Win 7 32-Bit	Vista 64-Bit	Vista 32-Bit	2008 Server	XP	2003 Server	2000
7.1									✓		✓
7.5									✓		✓
8.0					✓		✓	✓	✓	✓	
8.1					✓		✓	✓	✓	✓	
9.0				✓	✓	✓	✓	✓	✓	✓	
9.1				✓	✓	✓	✓	✓	✓	✓	
10.0				✓	✓	✓	✓	✓ 1	✓ 2	✓ 3	
10.1				✓	✓	✓	✓	✓ 1	✓ 2	✓ 3	
10.2				✓	✓	✓	✓	✓ 1	✓ 2	✓ 3	

Please Note

- Running newer versions of VTS on older operating systems may result in slower performance
- NetDDE is not available on Windows Vista and higher. (It was removed in XP Service Pack II.)
- VTS 10 uses IANA registered TCP/IP port 5780 (not 1160). Configure your firewall to route RPC traffic accordingly
- When reusing internal devices like modems or sound cards, make sure that the new computer has the correct motherboard slots
- Make sure the 3rd party software you use with VTS (e.g. accounting or reporting) is compatible with the new OS
- There are no A-Open modem drivers for an OS newer than Vista

Click below to learn more about selecting and configuring modems

www.trihedral.com/products/vts-alarm-dialer-and-wap-server/compatiblemodems

- 1 Many computers running Server 2008 require you to install speakers or audio cards to enable alarm sounds and some VTS Auto Dialer functionality. May also require manual modem and audio configuration.
- 2 XP requires Service Pack 3 or higher.
- 3 Server 2003 requires this hotfix to be installed: <http://support.microsoft.com/kb/938397>

Software Support, Annual Renewals, and Upgrades

VTS Software Level Support

We have built our business on providing superior customer service. All new VTS software licenses include 90 days of our SupportPlus Service. This includes phone, fax and email support during business hours as well as updates to the current version of VTS. Additional coverage may be contracted at time of purchase. As long as you renew your license annually, the renewal cost will stay constant at 15% of the original software license price per year. If your contract lapses, the cost of renewing will be based on the value of all software components as calculated using the current price list to a maximum of 45% of the current license value. This lapse will affect the cost of future years' support. Expiry dates can be adjusted to match your budget year or to align multiple licenses.

Note: SupportPlus applies to VTS/VTScada licenses and optional VTS components, not application issues, hardware troubleshooting, training, or system design.

Application Level Support

Premium SupportPlus Service provides application-level support in a package tailored to your specific needs. This extended protection is an important part of a well-structured risk management plan. Define your own requirements that could include after-hours, seasonal or year-round support with guaranteed response times. Trihedral works with you to formulate a cost-effective solution.

24/7 Emergency Support Service [NEW]

With the addition of 24/7 Emergency Support to your SupportPlus Service, help is always available. This service is intended for emergency issues directly associated with VTS/VTScada software. It does not cover application specific issues, over the phone training or advanced system design. It cannot replace training or the services of engineers, consultants or integrators. In order to best help you, we strongly recommend that you have a current version of VTS/VTScada and an internet connection. Emergency Support can only be added to a valid SupportPlus contract at a cost of 5% of the original software purchase price per year (minimum of \$1,200) and cannot be purchased as a standalone service.



1-855-887-2232

support@trihedral.com

Software Training Courses

Courses are available at our Bedford and Orlando training facilities or on-site anywhere in North America upon request.

- **Operation & Configuration**
For integrators, OEMs, consultants, operators, maintenance and IT staff.
- **Introduction to Scripting**
Advanced developers use VTS scripting language to do basic customization & configuration.
- **Advanced Configuration and Scripting**
For advanced system integrators and OEMs.

Custom courses can be created based upon specific user requirements.

See all available courses - www.trihedral.com/training

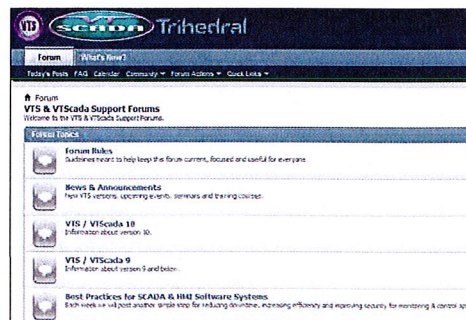


VTS/VTScada Internet Forum

Find answers. Share solutions.

This user-driven knowledgebase allows operators and developers to informally ask questions and share solutions about their HMI / SCADA applications. Everyone is welcome to browse this forum. If your organization has an up-to-date VTS software support contract, you can request a personal account so that you can post your own questions and answers.

Visit the Forum - www.trihedral.com/forum



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APPENDIX C

Select Family: MicroLogix 1100 or 1400 Controller

Step 1 - Select:

- controller family - based on memory, I/O, added functionality, programming instructions and dimensions
- consider future expansion requirements
- consider requirement for online editing
- consider the need for networked communication

Review the Features, Programming Instructions, Controller Specifications, and Controller Dimensions to determine which level of MicroLogix controller is required.

Features

MicroLogix Controllers Feature Comparison Chart

Controller	MicroLogix 1100	MicroLogix 1400
Bulletin Number	1763	1766
Memory (in user words) User Program/User Data		
Up to 1 KB		
Up to 6 KB		
Up to 7 KB		
Up to 8 KB	4 KB/4 KB	
Up to 14 KB		
Up to 20 KB		10 KB/10 KB
Online editing	✓	✓
Nonvolatile program and data	Battery back-up static RAM	Battery back-up static RAM
Memory Module (for program back-up and transport)	Optional	Optional
I/O		
Embedded Digital I/O, max	16	32
Embedded Analog I/O	Two 0...10V DC inputs on all controllers	Four 0...10V DC inputs on some controllers Two 0...10V DC outputs on some controllers
Local Expansion I/O, max	144	256
Thermocouple/RTD	Expansion	Expansion
Added Functionality		
Trim Potentiometers	Two (digital)	Two (digital)
PID	✓	✓
High Speed Counters (embedded)	One @ 40 kHz	Up to six @ 100 kHz
Real Time Clock	✓	✓
Motion: Pulse Width Modulated	2 @ 40 kHz	3 @ 40 kHz
Motion: Pulse Train Outputs	2 @ 40 kHz	3 @ 100 kHz
Data Access Tool	✓	✓
Data Logging	128 KB	128 KB
Recipe Storage	Uses up to 64 KB data logging memory	Uses up to 64 KB data logging memory
Floating Point Math	✓	✓
Programming		
Windows - RSLogix 500 Software	✓	✓
RSLogix Micro	✓	✓
Communication		
RS-232 Ports	(1) 8-pin mini DIN	(1) 8-pin mini DIN (1) 9-pin D-shell
DeviceNet Peer-to-Peer Messaging, slave I/O	With 1761-NET-DNI	With 1761-NET-DNI
EtherNet/IP	✓	✓
Web Server Capabilities	✓	✓
DH-485	Network with 1763-NC01	Network with 1763-NC01

MicroLogix Controllers Feature Comparison Chart

Controller	MicroLogix 1100	MicroLogix 1400
Bulletin Number	1763	1766
SCADA RTU - DF1 half-duplex master/slave	✓	✓
SCADA RTU - DF1 radio modem	✓	✓
SCADA RTU - Modbus RTU slave	✓	✓
SCADA RTU - Modbus RTU master	✓	✓
SCADA RTU - DNP3 slave		✓
ASCII - Read/Write	✓	✓
DNP3 over IP		✓
Modbus TCP/IP		✓
Operating Power		
120/240V AC	✓	✓
24V DC	✓	✓
12V DC	✓	
Agency Certifications		
CE, C-Tick, UL, and C-UL (including Class I, Division 2 Hazardous Location) ⁽¹⁾	✓	✓

(1) See the Product Certification link at <http://www.ab.com> for Declarations of Conformity, Certificates, and other certification details.

Programming Instructions

MicroLogix controllers have the range of functionality necessary to address diverse applications. The controllers use the following types of instructions:

- Basic instructions (for example, Examine if On, Examine if Off)
- Data Comparison instructions (for example, Equal, Greater than or Equal, Less than or Equal)
- Data Manipulation instructions (for example, Copy, Move)
- Math instructions (for example, Add, Subtract, Multiply)
- Program Flow Control instructions (for example, Jump, Subroutine)
- Application Specific instructions (for example, Programmable Limit Switch, Sequencer)
- High-speed Counter instruction
- High-speed pulse train output (PTO) and pulse width modulated (PWM) instructions
- Communication instruction including ASCII
- Recipe instruction
- Data Logging instruction
- LCD instruction
- Trigonometry instructions (MicroLogix 1400 controllers only)
- Advanced math instructions (for example, x^y , compute - MicroLogix 1400 controllers only)
- Advanced timing instructions (for example, Read High-speed clock, compute time difference - MicroLogix 1400 controllers only)

Controller Specifications

Controller General Specifications

Attribute	MicroLogix 1100 (Bulletin 1763)	MicroLogix 1400 (Bulletin 1766)
Memory Size and Type	8 KB battery backed RAM: 4 K user program, 4 K user data	20 KB battery backed RAM: 10 K user program, 10 K user data
Data Elements	configurable, user defined file structure, 4 KB max data size	configurable, user defined file structure, 10 KB max data size
Throughput	1.5 ms (for a typical 1 KB word user program) ⁽¹⁾	0.7 ms (for a typical 1 KB word user program) ⁽¹⁾

(1) A typical user program contains bit, timer, counter, math, and file instructions.

Environmental Specifications and Certifications

Attribute	1763 Controllers	1766 Controllers
Operating Temperature	-20...65 °C (-4...149 °F)	-20...60 °C (-4...140 °F)
Storage Temperature	-40...85 °C (-40...185 °F)	-40...85 °C (-40...185 °F)
Relative Humidity	5...95%, noncondensing	5...95%, noncondensing
Vibration	10...500 Hz, 5 g, 0.015 in. max peak-to-peak, (Relay Operation: 1.5 g)	10...500 Hz, 3 g, 0.015 in. max peak-to-peak
Shock, Operating	30 g; 3 pulses each direction, each axis (Relay Operation: 7 g)	30 g; 3 pulses each direction, each axis
Shock, Nonoperating	50 g panel mounted (40 g Din Rail mounted); 3 pulses each direction, each axis	50 g panel mounted (40 g Din Rail mounted); 3 pulses each direction, each axis
Agency Certification	<ul style="list-style-type: none"> UL Listed Industrial Control Equipment for use in Class 1, Division 2, Hazardous Locations, Groups A, B, C, D C-UL Listed Industrial Control Equipment for use in Canada CE marked for all applicable directives C-Tick marked for all applicable acts 	<ul style="list-style-type: none"> UL Listed Industrial Control Equipment for use in Class 1, Division 2, Hazardous Locations, Groups A, B, C, D C-UL Listed Industrial Control Equipment for use in Canada CE marked for all applicable directives C-Tick marked for all applicable acts

Electrical/EMC

ESD Immunity	EN 61000-4-2 4 kV contact, 8 kV air, 4 kV indirect	EN 61000-4-2 4 kV contact, 8 kV air
Radiated Immunity	ENV 50204 10 V/m, 1000 MHz	
Radiated RF Immunity	EN 61000-4-3 10V/m, 26...1000 MHz (alternatively, 80...1000 MHz), 80% amplitude modulation, +900 MHz keyed carrier	EN 61000-4-3 10V/m, 26...1000 MHz (alternatively, 80...1000 MHz), 80% amplitude modulation, +900 MHz keyed carrier

Environmental Specifications and Certifications

Attribute	1763 Controllers	1766 Controllers
Electronic Fast Transient/Burst (EFT/B) Immunity	EN 61000-4-4 2 kV, 5 kHz communication cable such as EtherNet, RS-232, and RS-485: 1 kV, 5 kHz	EN 61000-4-4 2 kV, 5 kHz communication cable such as EtherNet, RS-232, and RS-485: 1 kV, 5 kHz
Surge Transient Immunity	EN 61000-4-5 Unshielded communication cable: 2 kV CM (common mode), 1 kV DM (differential mode) Shielded communication cable: 1 kV galvanic gun I/O: 2 kV CM (common mode), 1 kV DM (differential mode) AC Power Supply Input: 4 kV CM (common mode), 2 kV DM (differential mode) DC Power Supply Input: 500V CM (common mode), 500V DM (differential mode) AC/DC Auxiliary Output: 500V CM (common mode), 500V DM (differential mode)	EN 61000-4-5 ±1 kV line-line (DM) and ±2 kV line-earth (CM) on AC power ports ±1 kV line-line (DM) and ±2 kV line-earth (CM) on signal ports ±1 kV line-earth (CM) on communication ports
Conducted RF Immunity	EN 61000-4-6 10V, 150 kHz...80 MHz	EN 61000-4-6 10V, 150 kHz...80 MHz
Conducted Emissions	EN 55011 AC Power Supply Input: 150 kHz...30 MHz	EN 55011 AC Power Supply Input: 150 kHz...30 MHz
Radiated Emissions	EN 55011 30...1000 MHz	EN 55011 30...1000 MHz
Line Related Tests	EN 61000-4-11 AC Power Supply Input: voltage drop: -30% for 10 ms, -60% for 100 ms voltage interrupt: at voltage greater than -95% for 5 s. voltage fluctuation: +10% for 15 minutes, -10% for 15 minutes DC Power Supply Input: voltage fluctuation: +20% for 15 minutes, -20% for 15 minutes	EN 61000-4-11 60% dip for 10 periods on AC supply ports 30% dips for 25 periods at 0x and 180x on AC supply ports 100% dip for 250 periods at 0x and 180x on AC supply ports 100% dip for 0.5 periods, arbitrary angle, on AC supply ports

APPENDIX D



ADVANTAGE COMMUNICATIONS, INC.

Excellence in Two-Way Radio

PROPOSAL

Radio Sales & Service; Motorola, Kenwood, ICOM, CalAmp
Office Phone: 954-961-2642
Facsimile: 954-894-8900
Fed. Tax ID #: 65-0456787
Email POs to po@advantage-com.com

Specializing in: Healthcare, Government, and Industrial Solutions
Mailing address: 515 South Highlands Drive
Hollywood, FL 33021
Internet Address: www.advantage-com.com

Customer: City of Oakland Park
Date: Monday, December 17th 2012
Project Name: Antenna System Repairs (Repeater and Polling Master Sites)
Proposal Number: 121712-Oakland Park SCADA Antenna System Repairs

Description

Work includes Replacement of 450MHz Antenna and RF Coaxial antenna Jumper and the 900MHz Spread Spectrum Antenna and RF Coaxial antenna Jumper at Repeater Site. This work is dangerous and difficult as the antenna tower is a monopole and specialized skilled (antenna tower crew) workers will be used for this work. ACI RF technicians will be on site to manage the tower crew, provide materials, provide testing before and after, provide technical assistance in antenna alignment and orienting, once the antennas are replaced they will be tested. A RF network analyzer will be utilized. ACI will minimize SCADA system down time to minimize down time. The 900 MHz antenna system will be converted from vertical polarization to horizontal as this will isolate the co spread spectrum interference and reduce it by 20 dB (or 100 times). Tower crew charges will be billed at cost plus 20%. Antenna system materials will be charged at cost plus 20%. Cost of both of these projects is not to exceed \$ 5,000.00 Actual repair costs will be documented when the final invoice is submitted.

Master polling site antenna system is defective, and is to have the entire antenna system replaced, including the antenna mast, the coaxial cable and antenna are all to be replaced.

Cost is not to exceed \$ 5,000.00

Florida Sales Tax N/A

+

Proposal Amount \$

Terms: a late charge of 1.5% per month will be applied to any unpaid balance after 30 days from the invoice date.

Thank you for the opportunity to quote this project.

APPENDIX E



ADVANTAGE COMMUNICATIONS, INC.

Excellence in Two-Way Radio

PROPOSAL

Radio Sales & Service; Motorola, Kenwood, ICOM, CalAmp

Office Phone: 954-961-2642

Facsimile: 954-894-8900

Fed. Tax ID #: 65-0456787

Email POs to po@advantage-com.com

Specializing in: Healthcare, Government, and Industrial Solutions

Mailing address: 515 South Highlands Drive
Hollywood, FL 33021

Internet Address: www.advantage-com.com

Customer: City of Oakland Park

Date: Monday, May 13th 2013

Project Name: Master Radio Station Antenna Replacement

Proposal Number: 051313-Oakland Park SCADA Master Antenna System Replacement

Description

Advantage Communications proposes to replace the existing SCADA antenna system at Oakland Park Water Plant office. The existing mast is too small to meet wind survival requirements, the coax is not secured, antenna is in rough shape, the mast does not seem to be grounded, and the wall brackets are substandard. ACI proposes to utilize a 2" OD galvanized steel mast to mount the 900 MHz SCADA antenna. The mast will be anchored in the Ground and bolted to the building's hurricane beam with a bracket and fasteners that are a minimum of ½ " thick steel galvanized. No drawings will be provided nor building permits will be secured for this project.

Materials include 20' tall x schedule 80 galvanized steel mast, Heavy duty Galvanized Steel wall bracket, with concrete wedge anchors-4, RF Rubber Boot wall port, ground Rod and appropriate UL rated ground fittings, high gain 900MHz antenna, coaxial cable with RF Fittings, stainless steel cable clamps,

Cost for above materials is \$ 800.00

Cost for labor to remove the old mast and build the new mast with a less than 30 second down time is \$ 1000.00

Sub. Total \$ 1,800.00

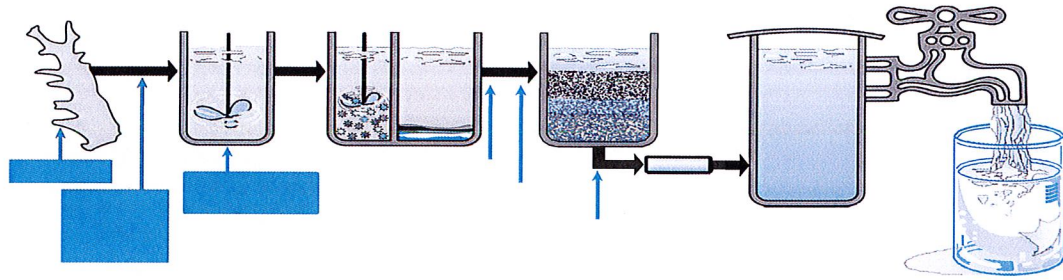
Florida Sales Tax N/A

+

Proposal Amount \$1,800.00

Terms: a late charge of 1.5% per month will be applied to any unpaid balance after 30 days from the invoice date.

Thank you for the opportunity to quote this project.





Title - TR12919 - Appointing Two Members to the Parks and Recreation Board

A Resolution of the City Commission of the City of Tamarac, Florida, appointing two (2) members to the Parks and Recreation Board to serve terms concurrent with the appointing Commission Member or until such time as new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
▣ TR12919 Memo to M. Cernech	3/9/2017	Cover Memo
▣ TR12919 Resolution	3/9/2017	Resolution
▣ Elvin Villalobos Application	3/9/2017	Backup Material
▣ Percy Johnson Application	3/9/2017	Backup Material

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
CITY CLERK**

**TO: Michael C. Cernech,
City Manager**

DATE: March 8, 2017

**FROM: Patricia Teufel,
City Clerk**

**RE: Temporary Resolution 12919 -
Appointing Two (2) Members to the
Parks & Recreation Board**

Recommendation: That Commissioners Bolton and Fishman each appoint one (1) member to the Parks & Recreation Board to serve terms concurrent with the appointing Commissioner or until such time as new appointments are made.

Issue: To appoint two (2) members to the Parks and Recreation Board in accordance with Ordinance 2010-17.

Background: The duties of the Parks & Recreation Board are to make recommendations concerning recreational needs for the entire city, implementation of a means for achieving the goals, and make recommendations on existing and proposed programs.

In accordance with Ordinance No. 2010-17 and Section 2-58 of the City Code the Parks & Recreation Board shall consist of five (5) regular members. For boards or committees with five (5) regular members the Mayor shall appoint one (1) member from the city at large, and each Commissioner shall appoint (1) individual who meets the qualification requirements for the specific board or committee said appointments to run concurrent with the appointing Commission Member, or until such time as new appointments are made.

Fiscal Impact: The appointment of two (2) members to the Parks & Recreation Board presents no fiscal impact to the City.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R2017-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPOINTING TWO (2) MEMBERS TO THE PARKS AND RECREATION BOARD TO SERVE TERMS CONCURRENT WITH THE APPOINTING COMMISSION MEMBER OR UNTIL SUCH TIME AS NEW APPOINTMENTS ARE MADE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 11, 2013, the City Commission approved Resolution R2013-123, appointing one (1) member to the Parks and Recreation Board, whose term expired in November 2016; and

WHEREAS, on February 25, 2015, the City Commission approved Resolution R2015-17, appointing one (1) member to the Parks and Recreation Board, whose term expired in November 2016; and

WHEREAS, in accordance with §2-58 of the Tamarac Code, the City Commission shall appoint a qualified individual to the respective position; and

WHEREAS, the City Commission of the City of Tamarac, deems it to be in the best interest of the citizens and residents of the City of Tamarac to appoint two (2) members to the Parks and Recreation Board in accordance with the procedures set out in §2-58 of the Tamarac Code.

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

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

SECTION 2: That the following individuals are hereby appointed to serve as members of the Parks and Recreation Board to serve terms concurrent with the appointing commission member or until such time as new appointments are made:

<u>Name of Appointee:</u>	<u>Commission District Making Appointment:</u>	<u>Term Ending Date:</u>
Elvin Villalobos	Comm. Bolton	November 3, 2020
Percy Johnson	Comm. Fishman	November 3, 2020

SECTION 3: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 5: This Resolution shall become effective immediately upon adoption.

PASSED, ADOPTED AND APPROVED this day of March, 2017

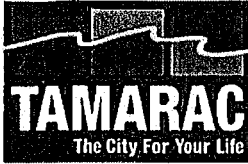
Harry Dressler, Mayor

ATTEST:

Patricia Teufel, CMC
City Clerk

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

Samuel S. Goren
City Attorney



CITY OF TAMARAC APPLICATION FOR BOARD AND COMMITTEE APPOINTMENTS

Service on an advisory Board or Committee provides citizens with an opportunity to help shape future policy and strategic direction for the City of Tamarac. Tamarac residents are cordially invited to apply for appointment by the City Commission to a Board or Committee. Advisory board and committee members are voluntary positions and serve without benefit of compensation.

Please check Boards/Committees for which you wish to be considered:

☐ Investment Advisory Committee
☐ Planning Board
☐ Veteran's Affairs Committee

☒ Parks and Recreation Board
☐ Public Art Committee
☐ Other (Please specify): _____

Application is for: ☐ Reappointment ☒ New appointment

PERSONAL:

Name: Elvin Villalobos Telephone Number: 954.294.9831
Home Address: 6086 Live Oak Court #C Zip Code: 33319
Length of Residence in Tamarac (If applicable) 1 Years 7 Months
Length of Time as Business Person in Tamarac (If applicable) _____ Years 6 Months
E-Mail Address: ElvinVillalobos@gmail.com
Development/Section Name and Number: Banyan Lakes HOA
Commission District Number: 1 (one) Voting Precinct Number: _____

EDUCATION:

Name and location of High School: Hialeah Miami Lakes, Hialeah - Florida
College (if appropriate): Keiser University
Years Completed: _____ Degree: IDS - Political Science & BA
Field of Study: Interdisciplinary Studies in PS & BA
Other professional or technical training (Name of school, course name, etc.): _____
Community Association Management (CAM) pending certification

EMPLOYMENT:

Current or most recent employer: Keiser University
Address: 1900 west commercial blvd, Ft. Lauderdale, FL 33309
Position: Business Office Years of Service: 5
Duties: Finances, Procurement, other small roles to list them all...

OTHER QUALIFICATIONS:

Please provide a brief statement outlining why you wish to potentially serve on the applicable advisory boards and/or committees selected. In addition, please feel free to attach a copy of your resume or vita (optional): _____

I love and enjoy community relations. Currently serving as President in my community - Banyan Lakes HOA. I enjoy volunteering at my church of 4 years with the kids ministry. I am also a co-owner of a small business (7 years) ELKO Filtering Co., LLC. Additionally in the Land Devel. Code Ad. board and MEMBERSHIPS: would like to continue serving the City of Tamarac.

Completion of this section is optional. The information will be helpful to the press if you are appointed; however, it is not a prime factor in making appointments.

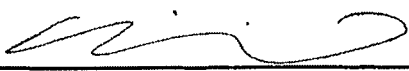
Tamarac Organization**Years Member****Office Held (if any)**Land Development21—**Outside City of Tamarac**Potential Church4—Banyan Lake HOA21President**ACKNOWLEDGMENT**

I understand that in accordance with the Florida Sunshine Law, this information will be posted for public review and I waive any objection to such publication.

I understand that appointment to any of the positions indicated above is a voluntary service, with no compensation or benefits.

If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws or ordinances of the City of Tamarac, Broward County and the State of Florida, particularly those pertaining to the conduct of public office and related financial disclosure requirements, if applicable to my position. 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.

Section 2-56 of the Tamarac Code provides each member of a board or committee of the City of Tamarac shall be a resident of the city. Failure to be a resident of the city shall result in forfeiture of the position on the board or committee. This section does not apply to staff appointed to a board, committee or commission as part of their work responsibilities. At their discretion, the Tamarac City Commission may waive the requirements of this section.


Signature of Applicant

2/16/2017
Date

PLEASE RETURN THIS APPLICATION TO THE CITY CLERK'S OFFICE FOR PROCESSING.
City of Tamarac, 7525 Northwest 88 Avenue, Tamarac, FL 33321-2401 (954) 597-3505

ADDENDUM TO ADVISORY BOARD AND COMMITTEE APPLICATION FORM

Applicant Name: Elvin Villalobos

1 Do you have any relatives presently employed by the City of Tamarac? 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 Tamarac advisory boards and committees? _____ If yes, please explain:

NO

3 Do you presently have monies owed to the City of Tamarac which are delinquent? If yes, please explain: NO

4 Do you have any pending code violations relative to property owned by you within The City of Tamarac? If yes, please explain: NO

5 Do you have any existing violations relative to other City codes? NO

If yes, please list: _____

6 Have you ever been arrested or convicted of a crime? _____

If so, please explain: arrested through a false accusation
but later dismissed (occurrence 2012)

NAME: Elvin Villalobos

DATE: 2/16/17

**APPLICANT TRAINING AND EXPERIENCE
CITY OF TAMARAC PUBLIC ART COMMITTEE**

Please describe your experience, education and credentials in one or more of the following disciplines:

Landscape architecture, urban planning, engineering, or a related design discipline:

none; however, beautification and enhancement of
high standard is something I enjoy. Especially with
the appearance in landscape, enjoying planning and design

Describe your experience, education and credentials as a professional artist:

none; except that I collect art pieces. Both contemporary
and modern.

Describe your experience, education and knowledge in the field of public art, education, or community affairs:

I participate in the education process of teaching and learning
for my class in my church. I dedicate time to teach my
children STEM related courses. My significant other is a teacher
at Sawgrass Elementary. I participate in many community outreach
with Hesse University and currently serving as President in my
community HOA. I collect art pieces and enjoy learning with 12 more
months before graduating in ICS Political Science and Business Administration

Describe your association/relationship with the development community:

none

Are you able to meet during a weekday?

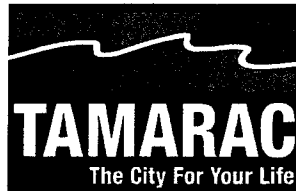
Yes



No

Thank you for your consideration

**OFFICE OF THE
CITY CLERK**



PATRICIA A. TEUFEL, CMC
CITY CLERK

January 5, 2017

Mr. Percy Johnson
P.O. Box 25253
Tamarac, FL 33321

RE: Parks & Recreation Board

Dear Mr. Johnson:

Your term on the Parks and Recreation Board expired November 8, 2016. Appointments will be made by the City Commission in March of 2017, and I would like to know if you wish to be considered for reappointment for another term.

Please return a copy of this letter (attached for your convenience) with your response, as well as the application form fully completed by February 2, 2017. Please print clearly.

If you have any questions or need information about any of Tamarac's boards or committees, feel free to contact the City Clerk's office at 954-597-3505.

Sincerely,

Patricia Teufel, CMC
City Clerk
Enclosures
(1) letter
(1) application

☒ I wish to be considered to serve on the Parks & Recreation Board for another term.

☐ I do not wish to be considered to serve on the Parks & Recreation Board for another term.

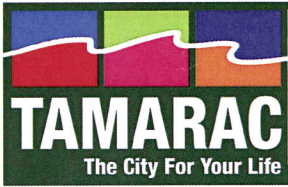
cc: Greg Warner, Parks & Recreation Director

"Committed to Excellence...Always."

TAMARAC.ORG

7525 N.W. 88th Avenue | Tamarac, Florida 33321-2401 | P: 954.597.3505 | F: 954.597.3508

EQUAL OPPORTUNITY EMPLOYER



CITY OF TAMARAC APPLICATION FOR BOARD AND COMMITTEE APPOINTMENTS

Service on an advisory Board or Committee provides citizens with an opportunity to help shape future policy and strategic direction for the City of Tamarac. Tamarac residents are cordially invited to apply for appointment by the City Commission to a Board or Committee. Advisory board and committee members are voluntary positions and serve without benefit of compensation.

Please check Boards/Committees for which you wish to be considered:

☒ Parks and Recreation Board ☐ Planning Board
☐ Public Art Committee ☐ Veteran's Affairs Committee
☐ Other (Please specify): _____

Application is for: ☒ Reappointment ☐ New appointment

RECEIVED
CITY OF TAMARAC
CITY CLERK

2017 JAN 31 PM 3:37

PERSONAL:

Name: Percy Johnson Telephone Number: (954) 300-2378
Home Address: 7379 NORTH Devon Dr. Zip Code: 33321
Length of Residence in Tamarac (If applicable) 6 Years 11 Months
Length of Time as Business Person in Tamarac (If applicable) 0 Years 0 Months
E-Mail Address: johnsonpercy097@gmail.com
Development/Section Name and Number: Kings Point / Devon
Commission District Number: 3 Voting Precinct Number: 1022

EDUCATION:

Name and location of High School: Dillard High School
College (if appropriate): Knoxville College
Years Completed: 5 yrs. Degree: History B.A.
Field of Study: _____

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

Ruby's Academy - Home Health Care 2011
(technical training)

EMPLOYMENT:

Current or most recent employer: None

Address: N/A

Position: N/A Years of Service: _____

Duties: _____

OTHER QUALIFICATIONS:

Please provide a brief statement outlining why you wish to potentially serve on the applicable advisory boards and/or committees selected. In addition, please feel free to attach a copy of your resume or vita (optional): _____

MEMBERSHIPS:

Completion of this section is optional. The information will be helpful to the press if you are appointed; however, it is not a prime factor in making appointments.

Tamarac Organization**Years Member****Office Held (if any)**

N/A

Outside City of Tamarac

NAACP - Ft. Lauderdale Branch 10 yrs.

Broward Dem. Party (2012) 12 yrs.

N/A Past.

Compensation / Overhead

ACKNOWLEDGMENT

I understand that in accordance with the Florida Sunshine Law, this information will be posted for public review and I waive any objection to such publication.

I understand that appointment to any of the positions indicated above is a voluntary service, with no compensation or benefits.

If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws or ordinances of the City of Tamarac, Broward County and the State of Florida, particularly those pertaining to the conduct of public office and related financial disclosure requirements, if applicable to my position. 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.

Section 2-56 of the Tamarac Code provides each member of a board or committee of the City of Tamarac shall be a resident of the city. Failure to be a resident of the city shall result in forfeiture of the position on the board or committee. This section does not apply to staff appointed to a board, committee or commission as part of their work responsibilities. At their discretion, the Tamarac City Commission may waive the requirements of this section.

[Signature]

Signature of Applicant

01-23-2017

Date

PLEASE RETURN THIS APPLICATION TO THE CITY CLERK'S OFFICE FOR PROCESSING.
City of Tamarac, 7525 Northwest 88 Avenue, Tamarac, FL 33321-2401 (954) 597-3505

ADDENDUM TO ADVISORY BOARD AND COMMITTEE APPLICATION FORM

Applicant Name: Perry Johnson

1 Do you have any relatives presently employed by the City of Tamarac? 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 Tamarac advisory boards and committees? _____ If yes, please explain:

N/A

3 Do you presently have monies owed to the City of Tamarac which are delinquent? If yes, please explain: _____

N/A

4 Do you have any pending code violations relative to property owned by you within The City of Tamarac? If yes, please explain: _____

N/A

5 Do you have any existing violations relative to other City codes? _____

If yes, please list: _____

N/A



Title - TR12916 - Appointing Two (2) Resident Trustees to the Police Pension Board of Trustees

A Resolution of the City Commission of the City of Tamarac, Florida, appointing two Resident Trustees to the Police Pension Board to serve a two-year term ending March 23, 2019, or until new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

Citywide

ATTACHMENTS:

Description	Upload Date	Type
▣ TR12916 Memorandum	3/7/2017	Cover Memo
▣ TR2916 Applicant Tracey Brown-Martin	3/7/2017	Backup Material
▣ TR2916 Applicant Sharon Spring	3/7/2017	Backup Material
▣ TR12916 Resolution	3/7/2017	Resolution

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
CITY CLERK

TO: Michael C. Cernech, City Manager DATE: March 6, 2017

FROM: Patricia A. Teufel, City Clerk



**RE: Temporary Resolution #12916,
Appointing two (2) Resident
Trustees to the Police Pension
Board of Trustees**

Recommendation:

Appoint two (2) Resident Trustees to the Police Pension Board of Trustees in accordance with Chapter 16, "Article VII, Police Officers-Declaration of Trust, Division 2: Board of Trustees, Section 16-571 – Members", of the City of Tamarac Code of Ordinances. "Appointed resident trustees shall serve terms of 2 years, unless sooner replaced by the City Commission at whose pleasure resident trustees shall serve."

Issue:

Appointment of two (2) Tamarac residents as Trustees to the City of Tamarac Police Pension Board is required as a result of two vacant positions previously held by Murray Levine and Clifford Frommer.

Background:

Tamarac Code Section 16-543 provides for the establishment and maintenance of a pension plan in accordance with State and municipal law, wherein the trustees, as named fiduciaries, have the authority to control and manage the operation and administration of the plan in accordance with State and municipal law.

Under Section 16-571(a) of the City of Tamarac Code, the Plan shall be administered by five (5) trustees. Two (2) resident trustees shall be appointed by the City Commission. Two (2) trustees shall be elected by plan participants defined as full-time police officers or retirees. One (1) trustee (5th member), shall be elected by the other four Trustees on the Board and appointed as a ministerial act by the City Commission.

According to Section 16-571(e) "a vacancy in the office of an appointed resident trustee shall be filled by an appointment by the City Commission to serve a new two (2) year term."

Two (2) trustee seats are currently vacant due to the resignation of Mr. Murray Levine and Mr. Clifford Frommer, each appointed by the City Commission at the meeting of October 14, 2015, via Resolution R-2015-96

Notices were published in the Sun Sentinel newspaper with latest advertisements published January 15, 2017 and January 29, 2017 soliciting residents to apply for membership on the City of Tamarac Police Pension Board of Trustees. The application window has closed with two (2) applications submitted.

Applicants Tracey Brown-Martin and Sharon Spring submitted their applications to be considered as appointed resident trustees to the City of Tamarac Police Pension Board. Both applicants are available to attend board meetings, training seminars and are able to submit State-required financial disclosure forms.

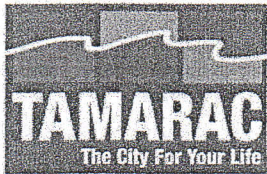
Both applications are attached for your review.

Once the vacant positions are filled the appointed members will serve a two-year term expiring on March 22, 2019 or until new appointments are made and the City of Tamarac Police Pension Board of Trustees will be considered a full board.

Fiscal Impact

No direct budgetary impact.

Attachments



CITY OF TAMARAC
APPLICATION FOR BOARD AND COMMITTEE
APPOINTMENTS

2017 FEB 18 PM 4:19
RECEIVED
CITY OF TAMARAC
CITY CLERK

Service on an advisory Board or Committee provides citizens with an opportunity to help shape future policy and strategic direction for the City of Tamarac. Tamarac residents are cordially invited to apply for appointment by the City Commission to a Board or Committee. Advisory board and committee members are voluntary positions and serve without benefit of compensation.

Please check Boards/Committees for which you wish to be considered:

☐ Parks and Recreation Board ☒ Planning Board
☐ Public Art Committee ☐ Veteran's Affairs Committee
☐ Other (Please specify): _____

Application is for: ☐ Reappointment ☒ New appointment

PERSONAL:

Name: Tracey Brown-Martin Telephone Number: (561) 315-1551
Home Address: 8316 NW 80th St Zip Code: 33321-1628
Length of Residence in Tamarac (If applicable) 1 Years 4 Months
Length of Time as Business Person in Tamarac (If applicable) _____ Years _____ Months
E-Mail Address: TBrown0809@msn.com
Development/Section Name and Number: Oaks at Woodmont
Commission District Number: 4 Voting Precinct Number: J021

EDUCATION:

Name and location of High School: Oak Ridge High School, Orlando, FL
College (if appropriate): Florida Atlantic University, Boca Raton, FL
Years Completed: 5 Degree: Two Bachelors Degrees
Field of Study: Accounting and Finance
Other professional or technical training (Name of school, course name, etc.): _____
State of Florida Certified Public Accountant
State of Florida Real Estate Broker

EMPLOYMENT:Current or most recent employer: Cynosure Solutions, Inc.Address: 8316 NW 80th St, Tamarac, FL 33321-1628Position: President Years of Service: 11 yrs, 8 mthsDuties: sole proprietor of accounting and finance consulting firm offering senior executive level consulting**OTHER QUALIFICATIONS:**

Please provide a brief statement outlining why you wish to potentially serve on the applicable advisory boards and/or committees selected. In addition, please feel free to attach a copy of your resume or vita (optional): _____

I welcome the opportunity to speak with you about how the City of Tamarac will benefit from my skills and experience in the areas of accounting, finance and real estate, as well as my passion for preserving and further improving the quality of life and community enjoyed here. Attached please find my resume for your consideration. Thank you.

MEMBERSHIPS:

Completion of this section is optional. The information will be helpful to the press if you are appointed; however, it is not a prime factor in making appointments.

Tamarac Organization**Years Member****Office Held (if any)**_____

_____**Outside City of Tamarac**_____


_____**ACKNOWLEDGMENT**

I understand that in accordance with the Florida Sunshine Law, this information will be posted for public review and I waive any objection to such publication.

I understand that appointment to any of the positions indicated above is a voluntary service, with no compensation or benefits.

If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws or ordinances of the City of Tamarac, Broward County and the State of Florida, particularly those pertaining to the conduct of public office and related financial disclosure requirements, if applicable to my position. 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.

Section 2-56 of the Tamarac Code provides each member of a board or committee of the City of Tamarac shall be a resident of the city. Failure to be a resident of the city shall result in forfeiture of the position on the board or committee. This section does not apply to staff appointed to a board, committee or commission as part of their work responsibilities. At their discretion, the Tamarac City Commission may waive the requirements of this section.


Signature of Applicant

December 24, 2016

Date

City of Tamarac, 7525 Northwest 88 Avenue, Tamarac, FL 33321-2401 (954) 597-3505

ADDENDUM TO ADVISORY BOARD AND COMMITTEE APPLICATION FORM

Applicant Name: Tracey Brown-Martin

- 1 Do you have any relatives presently employed by the City of Tamarac? No
If yes, please state names and City departments/divisions: Not applicable

- 2 Are you aware of any potential conflict of interest that may arise from your serving on City of Tamarac advisory boards and committees? No If yes, please explain:
Not applicable

- 3 Do you presently have monies owed to the City of Tamarac which are delinquent?
If yes, please explain: No

- 4 Do you have any pending code violations relative to property owned by you within The City of Tamarac? If yes, please explain: Not applicable

- 5 Do you have any existing violations relative to other City codes? No
If yes, please list:
Not applicable

Pat Teufel

From: T Brown <tbrown0809@msn.com>
Sent: Saturday, December 24, 2016 6:45 PM
To: City Clerk
Subject: City of Tamarac Application for Appointment to General Boards and Committees
Attachments: Brown-Martin, Tracey resume (BioRe format).docx; City of Tamarac General Boards and Committees Application.pdf

Please allow me to introduce myself as a senior executive with "Big 4" accounting firm experience excited by the opportunity to work with you to achieve the City of Tamarac's goals. Professionally, I specialize in providing expert guidance in the areas of accounting and finance that delivers positive change and maximizes value.

In the last several years, I have...

- * Led the \$132MM Bond Offering collateralized by non-performing real estate loans and other troubled debt; designed and automated recurring financial reporting; and developed technical accounting policies and procedures for a subsidiary of a \$3.1B US company;
- * Guided the \$42MM Initial Public Offering process, SEC financial reporting filings and XBRL interactive data reporting for a \$100MM US-based company operating globally;
- * Directed a team that restated five years of annual and quarterly financial statements in 10 months, enabling stock exchange relisting for a \$225MM US-based company operating globally;
- * Submitted timely SEC filings for the same company for the first time in two years;
- * Identified and managed a company's response to a proxy battle;
- * Built financial management information packages that provide key performance indicators (KPI), enabling C-suites and boards of directors to effectively manage strategic business development and analyze performance and are still in use today; and
- * Served as a respected leader and mentor while building cohesive teams of outstanding professionals.

My skills and experience span domestic operations and accounting rules and reporting regulations as well as foreign currency accounting, international operations and IFRS.

I welcome the opportunity to speak with you about how the City of Tamarac will benefit from my skills and experience in the areas of accounting, finance and real estate, as well as my passion for preserving and further improving the quality of life and community enjoyed here. Thank you for your consideration.

Best regards,
Tracey Brown-Martin
8316 NW 80th St
Tamarac, FL 33321-1628
Mobile: (561) 315-1551

Tracey Brown-Martin, CPA

Senior Executive Accounting & Finance Professional with Big 4 Experience

Proven senior financial executive with analytical and problem-solving skills coupled with sound business judgment and a strong ability to manage multiple functions, projects and delivery dates. Experienced leader of accounting, financial reporting, treasury, budgeting, audit, tax, risk management, business structure optimization, information technology and internal controls. Expert in technical accounting pronouncement compliance, financial statement design and preparation and SEC filings. Provider of critical leadership with particular focus on customized solutions to unique issues. **Strategic thinker capable of identifying key performance drivers and designer of financial management information packages that provide critical, relevant data and key performance indicators (KPI) that enable management, boards of directors and others to effectively manage business development, analyze performance and encourage accountability.**

RECENT ACCOMPLISHMENT HIGHLIGHTS

- Developed and directed **general ledger transaction recording; consolidation process; month-, quarter- and year-end close and audit processes;** as well as **internal and external reporting,** such as **management packages, earning releases, conference call scripts and SEC reporting** for a joint venture of Starwood Property Trust, formerly LNR Property, and Cross Country Healthcare.
- Participated in **monthly operational review meetings** with other senior management and divisional presidents and controllers to discuss **current results and forecasts compared with prior period results, operating plans and standards** for a joint venture of Starwood Property Trust and Cross Country Healthcare.
- Led **\$55MM Segment Divestiture,** including **sale due diligence, gain/loss pro formas, assets held for sale and related discontinued operations presentation and SEC filings** at Cross Country Healthcare.
- Contributed to **\$132MM Bond Offering** collateralized by non-performing real estate loans and other troubled debt of an individual nature (the **first securitization of its kind since the mid-1990s**); prepared **preliminary and final offering circulars;** responded to **legal, auditor, underwriter and rating agency comments;** and **designed and automated ongoing reporting** at a subsidiary of Lennar.
- Identified, validated and integrated **single source of data** for internal, external and contractual reports, delivering **consistent, comprehensive results in 30% less access time** at a subsidiary of Lennar.
- Authored **\$42MM Initial Public Offering** in a **complex predecessor/successor, debt and equity environment,** responded to **S-1 registration statement comments** and created **SEC filings and XBRL reporting** while managing **complex business acquisitions and other transactions services** and related **complex contingent consideration, purchase accounting and SEC filings** for DDMG.
- Researched, developed and defended **expense capitalization position** that generated **\$7.9MM of income statement improvement** and contributed to **doubling of per share valuation** at DDMG.
- **Restated five years of annual and quarterly financial statements** in 10 months at Tigrent, **enabling company's relisting and driving price per share improvements** from a low of \$0.55 to \$1.80.
- Facilitated **correction of infrastructure deficiencies** that **slashed \$14MM in costs, improved sales productivity in excess of 40% and improved profits by \$1.3MM** at Tigrent.

Certified Public Accountant

Member: American Institute of Certified Public Accountants (AICPA)

Member: Florida Institute of Certified Public Accountants (FICPA)

Industry Experience

Big 4 Public Accounting

Advertising / Media

Education / Training

Entertainment

Financial Services

Manufacturing

Pharmaceutical

Real Estate

Retail / Consumer

Private Equity

Functional Experience

ASC / FAS Guidance

GAAP & IFRS / IAS

SEC Reporting

XBRL Interactive Data Reporting

Internal Financial Reporting

M&A / Divestitures

Risk & Compliance

Financial Analysis

Accounting Operations

ERP Implementation

External & Internal Audit

Cash Management

Budgeting & Forecasting

Eliminations

Consolidations

SOX 404

Software / Systems

Essbase

Great Plains

Hyperion

JD Edwards

Lawson

PeopleSoft

Solomon

Education

BA in Accounting

BS in Finance

1993

Florida Atlantic University

RELEVANT CAREER PROGRESSION

ACCOUNTING, FINANCIAL, OPERATIONAL CONSULTING SERVICES FIRMS

Senior Executive Financial Consultant 2010 to Present

Advise C-suites, boards, and venture capital and private equity investors on strategy and execution of financial management changes and improvements. Lead teams and manage projects in the areas of accounting and financial reporting improvement; merger integration, acquisition, and divestiture restructuring; bankruptcy avoidance through reorganization; risk and opportunity evaluations; financial statement carve-outs; due diligence; financial modeling; accounting structures; and post-deal considerations.

Significant Clients:

- Archetype Credit Opportunities Fund I (\$5MM start-up joint venture of Starwood Property Trust, formerly LNR Property, and Auction.com specializing in commercial and residential real estate financing products)
- Cross Country Healthcare (\$440MM healthcare staffing agency)
- Exopack (\$880MM flexible packaging manufacturer)
- Rialto Capital Management (\$165MM Lennar subsidiary specializing in distressed real estate investment and asset management, workouts and turnarounds)
- Digital Domain Media Group (\$100MM digital production and animation company operating globally)

TIGRENT, formerly Whitney Information Network, Cape Coral, Florida (\$225MM education, training, and software provider operating globally)

Vice President, Finance and Reporting 2007 to 2009

Led SEC restatement efforts amid SEC, DOJ and IRS investigations as a consultant and subsequently hired into a full-time executive position to lead global financial operations. Provided stabilizing leadership through turbulent changes in executive management and an investor proxy fight. Developed technical accounting positions for asset valuation, including classification, depreciation and impairment; goodwill and other intangible assets, recording and impairment testing; segment accounting; debt, including troubled debt; equity, including share-based payments; and revenue recognition, including vendor-specific objective evidence. Pioneered actionable financial and operational reporting that facilitated effective execution of turnaround plans.

CYNOSURE SOLUTIONS, Fort Lauderdale, Florida

(Accounting, financial, and operational consulting services firm)

Executive Financial Consultant 2005 to 2007

Significant clients included Whitney Information Network (transitioned to permanent employee, please see above); TOUSA, formerly Technical Olympic USA; Jacuzzi Brands; NationsRent; Concord Camera; Inyx; and Hollywood Media.

CDS INTERNATIONAL, Delray Beach, Florida

(\$500MM multinational private equity firm)

Corporate Controller 2003 to 2005

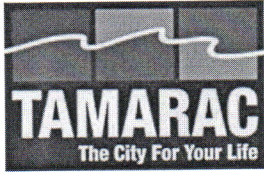
Guided operations, accounting, financial reporting, investment strategies, business development, and M&As to ensure the success of each of the company's 32 unrelated domestic and international entities. Consolidated and centralized all financial and information technology data and reporting to facilitate strategic management of entities and investments.

Message from Tigrent's CEO
May 2009

"We have much to be proud of... since I joined the Company. First, **restatement of past filings** [2002 through 2006] making us current filers as a public company was a **huge accomplishment**. As a result, we were... **reinstated on the OTC bulletin board**, where we have **greater liquidity for our stock**... Our auditors were extremely complimentary of the **progress made by our financial and accounting staff** over the past year, saying this 10-Q [Q1 2009 filed on May 13, 2009] was the **best they had ever seen at our Company**. We ... now provide ... **financial statements** ... and **dashboard metrics**, to our Board of Directors... which is helping us to **better manage our business**."

Noble Financial Group, **Corporate Controller**
Arthur Andersen, **Auditor**

|



CITY OF TAMARAC
APPLICATION FOR BOARD AND COMMITTEE
APPOINTMENTS

2017 FEB 16 PM 3:53

Service on an advisory Board or Committee provides citizens with an opportunity to help shape future policy and strategic direction for the City of Tamarac. Tamarac residents are cordially invited to apply for appointment by the City Commission to a Board or Committee. Advisory board and committee members are voluntary positions and serve without benefit of compensation.

Please check Boards/Committees for which you wish to be considered:

- ☐ Pension Board – Firefighters
☒ Pension Board – Police

Application is for: ☐ Reappointment ☒ New appointment

PERSONAL:

Name: SHARON SPRING Telephone Number: (954) 933-3527

Home Address: 7623 Southhampton Terrace #113 Zip Code: 33321

Length of Residence in Tamarac (If applicable) 5 Years 2 Months

Length of Time as Business Person in Tamarac (If applicable) 2 Years 3 Months

E-Mail Address: SPRING.SHARON@comcast.net

Development/Section Name and Number: KINGSPPOINT SOUTHAMPTON B113

Commission District Number: 3 Voting Precinct Number: _____

EDUCATION:

Name and location of High School: RUTGERS PREPARATORY SCHOOL

College (if appropriate): AMERICAN UNIVERSITY

Years Completed: 4 Degree: B.A.

Field of Study: PUBLIC COMMUNICATIONS

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

MICROSOFT OFFICE CERTIFIED

EMPLOYMENT:Current or most recent employer: CITY OF TAMARACAddress: 7525 NW 88 AvePosition: Admin Coord Years of Service: 2+Duties: scheduling, FPO's, phones, customer service,**OTHER QUALIFICATIONS:**

Please provide a brief statement outlining why you wish to potentially serve on the applicable advisory boards and/or committees selected. In addition, please feel free to attach a copy of your resume or vita (optional): _____

Believe my insurance and banking background from my employment @ USAA coupled with working for Financial Services @ the City align well with fiscal goals of pension board

MEMBERSHIPS:

Completion of this section is optional. The information will be helpful to the press if you are appointed; however, it is not a prime factor in making appointments.

Tamarac Organization**Years Member****Office Held (if any)**PAROT6 mosDIRECTOR**Outside City of Tamarac**PROVINCIA VILLAS HOA2V.P.**ACKNOWLEDGMENT**

I understand that in accordance with the Florida Sunshine Law, this information will be posted for public review and I waive any objection to such publication.

I understand that appointment to any of the positions indicated above is a voluntary service, with no compensation or benefits.

If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws or ordinances of the City of Tamarac, Broward County and the State of Florida, particularly those pertaining to the conduct of public office and related financial disclosure requirements, if applicable to my position. 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.

Section 2-56 of the Tamarac Code provides each member of a board or committee of the City of Tamarac shall be a resident of the city. Failure to be a resident of the city shall result in forfeiture of the position on the board or committee. This section does not apply to staff appointed to a board, committee or commission as part of their work responsibilities. At their discretion, the Tamarac City Commission may waive the requirements of this section.

Sharon L. Spring
Signature of Applicant

2/16/17
Date

PLEASE RETURN THIS APPLICATION TO THE CITY CLERK'S OFFICE FOR PROCESSING.
City of Tamarac, 7525 Northwest 88 Avenue, Tamarac, FL 33321-2401 (954) 597-3505

ADDENDUM TO ADVISORY BOARD AND COMMITTEE APPLICATION FORM

Applicant Name: Sharon Spring

1 Do you have any relatives presently employed by the City of Tamarac? 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 Tamarac advisory boards and committees? No If yes, please explain:

3 Do you presently have monies owed to the City of Tamarac which are delinquent? If yes, please explain: No

4 Do you have any pending code violations relative to property owned by you within The City of Tamarac? If yes, please explain: No

5 Do you have any existing violations relative to other City codes? No

If yes, please list: _____

6 Have you ever been arrested or convicted of a crime? No

If so, please explain: _____

NAME: Sharon Spring

DATE: 2/16/17

APPLICANT TRAINING AND EXPERIENCE

Please describe your experience in managing an investment portfolio and/or hiring and overseeing investment managers to include number of years' experience in each area.

have managed my personal portfolio of over a million
dollars for past several years

Please describe your experience in the insurance and/or money management industries to include number of years' experience in each area.

owned an insurance agency with my husband for
several years selling all types of insurance including
annuities.

also worked in the insurance area of USAA for 2 1/2
yrs before moving to the banking area for 4 1/2 yrs

Please describe the amount and type of experience you possess in administering a pension or retirement plan.

detail oriented, understand basics of money
transfers between bonds, stocks, etc.

List any education and training you have in the above areas:

Specialized classes in insurance through
The Hartford

Are you able to meet during a weekday once a month?

Yes

No

Are you able to attend training seminars once or twice yearly for 2 or 3 days each?

Yes

No

Are you willing to complete and submit State-required financial disclosure forms?

Yes

No

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2017-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPOINTING TWO RESIDENT TRUSTEES TO THE POLICE PENSION BOARD TO SERVE A TWO-YEAR TERM ENDING MARCH 23, 2019, OR UNTIL NEW APPOINTMENTS ARE MADE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 16-571 of the Tamarac Code provides for membership of the Police Pension Board; and

WHEREAS, Resident Trustees shall be legal residents of the City of Tamarac appointed by the City Commission; and

WHEREAS, on October 14, 2015, the City Commission approved Resolution R-2015-96, appointing Murray A. Levine to serve as a Resident Trustee to the Police Pension Board to serve a 2-year term expiring on October 15, 2017, who resigned leaving a vacancy on the Board; and

WHEREAS, on October 14, 2015, the City Commission approved Resolution R-2015-96 appointing Clifford Frommer to serve as a Resident Trustee on the Police Pension Board for a 2-year term expiring on October 15, 2017, who resigned leaving a vacancy on the Board; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to appoint two (2) Resident Trustees to the Police Pension Board to serve a new two-year term of office.

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

SECTION 1: The foregoing WHEREAS clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

SECTION 2: That pursuant to Section 16-571 of the Tamarac Code, the following individuals are hereby appointed as Resident Trustees of the Police Pension Board for a two-year term expiring March 23, 2019, or until such time as new appointments are made:

TRACEY BROWN-MARTIN

SHARON SPRINGS

SECTION 3: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 5: This Resolution shall become effective immediately upon adoption.

PASSED, ADOPTED AND APPROVED this _____ day of March, 2017.

HARRY DESSLER
MAYOR

ATTEST:

CITY CLERK

PATRICIA A. TEUFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR DRESSLER _____

DIST 1: COMM. BOLTON _____

DIST 2: COMM. GOMEZ _____

DIST 3: COMM. FISHMAN _____

DIST 4: COMM. PLACKO _____

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

SAMUEL S. GOREN
CITY ATTORNEY



Title - TR12921- Appointing Three Regular Members to the Planning Board

A Resolution of the City Commission of the City of Tamarac, Florida appointing three (3) regular members to the Planning Board; providing for conflicts; providing for severability; and providing an effective date.

ATTACHMENTS:

Description	Upload Date	Type
▣ TR12921 Memo to M. Cernech	3/9/2017	Cover Memo
▣ TR12921 Resolution	3/9/2017	Resolution
▣ James Franko Application	3/9/2017	Backup Material
▣ Albert Guttentag Application	3/9/2017	Backup Material
▣ Elberg Mike Gelin Application	3/9/2017	Backup Material

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
CITY CLERK**

**TO: Michael Cernech,
City Manager**

DATE: March 8, 2017

**FROM: Patricia Teufel,
City Clerk**

**RE: TR12921 – Appointing Three (3)
Regular Members to the Planning
Board**

Recommendation: That Mayor Dressler and Commissioners Bolton and Fishman each appoint one (1) regular member to the Planning Board to serve terms concurrent with the appointing Commission member or until such time as new appointments are made.

Issue: Appoint three (3) regular members to the Planning Board in accordance with Ordinance No 2014-16.

Background: In accordance with Ordinance 2014-16 and Section 24-61 of the Tamarac Code the Planning Board is comprised of five (5) regular members and two (2) alternate members. For Boards and Committees with five regular and two alternate members each Commission member shall appoint one (1) regular member with said appointments to run concurrent with the Commission member making the appointment or until new appointments are made. Two (2) alternate members shall be appointed by a majority vote of the Mayor and Commissioners. Terms of alternate appointments run concurrent with the Mayor's term or until new appointments are made.

The Planning Board shall have all the powers and duties of a Planning Board as provided by part II of F.S. Chapter 163. The Planning Board shall be responsible for all duties and powers as they relate to considering and hearing variances and appeals, as defined in Section 24-64 (a) of the Code of Ordinances. The Planning Board shall also advise and recommend to the City Commission action to be taken on the following matters as they concern beautification and conservation factors: (1) the overall appearance of the city; (2) long range plans for beautification projects; (3) review of site plan landscaping; (4) conservation factors and (5) sign review. In addition, the Planning Board review and render a recommendation to the Commission on Special Exceptions, Site Plans, Parking Waivers, Rezoning and Land Use Plan Amendments.

In accordance with Section 24-61(b) any interested citizen may be appointed to the Planning Board, but those with experience or interest in the following areas shall receive special consideration: Architecture or Landscape Architecture, Environmental Science, Real Estate Development or Sales, Urban Planning, Engineering and Neighborhood, Condominium or Homeowners Association Activist.

Fiscal Impact: The appointment of three (3) members to the Planning Board presents no fiscal impact to the City.

CITY OF TAMARAC, FLORIDA
RESOLUTION NO. R2017-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPOINTING THREE (3) REGULAR MEMBERS TO THE PLANNING BOARD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 25, 2015, the City Commission approved Resolution R-2015-18 appointing five (5) regular members and two (2) alternate members to the Planning Board; and

WHEREAS, one regular member passed away creating a vacancy and two regular members terms expired in November, 2016; and

WHEREAS, in accordance with §2-58 of the Tamarac Code, the City Commission shall appoint a qualified individual to the respective position; and

WHEREAS, the City Commission of the City of Tamarac, deems it to be in the best interest of the citizens and residents of the City of Tamarac to appoint three (3) regular members to the Planning Board to serve terms concurrent with the appointing Commission member or until such time as new appointments are made; and

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

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

SECTION 2: That City of Tamarac Ordinance No. O-2010-17 provides the method of appointment of members to the Planning Board.

SECTION 3: That the following individuals are hereby appointed as three (3) regular members of the Planning Board to serve terms concurrent with the appointing Commission member or until such time as new appointments are made; and

<u>Name of Appointee:</u>	<u>Commission Member Making Appointment</u>	<u>Term Ending Date:</u>
James Franko	Mayor Dressler	November 6, 2018
Elberg Mike Gelin	Commissioner Bolton	November 3, 2020
Albert Guttentag	Commissioner Fishman	November 3, 2020

SECTION 5: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 7: This Resolution shall become effective immediately upon adoption.

PASSED, ADOPTED AND APPROVED this day of March, 2017.

HARRY DRESSLER, MAYOR

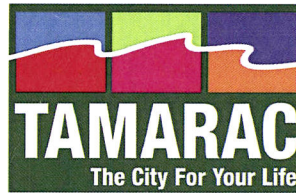
ATTEST:

PATRICIA TEUFEL, CMC
CITY CLERK

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

SAMUEL S. GOREN
CITY ATTORNEY

**OFFICE OF THE
CITY CLERK**



PATRICIA A. TEUFEL, CMC
CITY CLERK

January 5, 2017

Mr. James Franko
8114 NW 100th Terrace
Tamarac, FL 33321

RE: Planning Board

Dear Mr. Franko:

Your term on the Planning Board expired November 8, 2016. Appointments will be made by the City Commission in March of 2017, and I would like to know if you wish to be considered for reappointment for another term.

Please return a copy of this letter (attached for your convenience) with your response, as well as the application form fully completed by February 2, 2017. Please print clearly.

If you have any questions or need information about any of Tamarac's boards or committees, feel free to contact the City Clerk's office at 954-597-3505.

Sincerely,

A handwritten signature in blue ink that reads "Patricia Teufel".

Patricia Teufel, CMC
City Clerk
Enclosures

(1) letter
(1) application

☒ I wish to be considered to serve on the Planning Board for another term.

☐ I do not wish to be considered to serve on the Planning Board for another term.

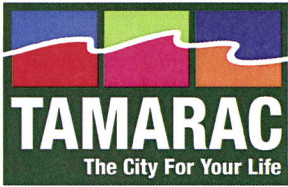
cc: Maxine Calloway, Community Development Director

"Committed to Excellence...Always."

TAMARAC.ORG

7525 N.W. 88th Avenue | Tamarac, Florida 33321-2401 | P: 954.597.3505 | F: 954.597.3508

EQUAL OPPORTUNITY EMPLOYER



CITY OF TAMARAC APPLICATION FOR BOARD AND COMMITTEE APPOINTMENTS

Service on an advisory Board or Committee provides citizens with an opportunity to help shape future policy and strategic direction for the City of Tamarac. Tamarac residents are cordially invited to apply for appointment by the City Commission to a Board or Committee. Advisory board and committee members are voluntary positions and serve without benefit of compensation.

Please check Boards/Committees for which you wish to be considered:

☒ Parks and Recreation Board ☒ Planning Board
☐ Public Art Committee ☐ Veteran's Affairs Committee
☐ Other (Please specify): _____

Application is for: ☒ Reappointment ☒ New appointment
PLANNING BOARD PARKS & REC

PERSONAL:

Name: JAMES A FRANKO Telephone Number: (954) 718-2602
Home Address: 8114 NW 100 TER Zip Code: 33321
Length of Residence in Tamarac (If applicable) 17 Years 1 Months
Length of Time as Business Person in Tamarac (If applicable) _____ Years _____ Months
E-Mail Address: JAMESA.FRANKO@BELLSOUTH.NET
Development/Section Name and Number: WESTWOOD 24
Commission District Number: 3 Voting Precinct Number: 1002

EDUCATION:

Name and location of High School: WARREN G. HARPING H.S. WARREN, OH
College (if appropriate): KENT STATE - TRUMBULL BRANCH
Years Completed: 2 Degree: _____
Field of Study: MECHANICAL ENGINEERING
Other professional or technical training (Name of school, course name, etc.):
PADI - SCUBA INSTRUCTOR

2017 JAN 23 AM 11:26

EMPLOYMENT:Current or most recent employer: RETIRED AUG 31, 1999

Address: _____

Position: _____ Years of Service: _____

Duties: _____

OTHER QUALIFICATIONS:

Please provide a brief statement outlining why you wish to potentially serve on the applicable advisory boards and/or committees selected. In addition, please feel free to attach a copy of your resume or vita (optional): _____

MEMBERSHIPS:

Completion of this section is optional. The information will be helpful to the press if you are appointed; however, it is not a prime factor in making appointments.

Tamarac Organization**Years Member****Office Held (if any)**HISTORICAL SOCIETY1

LAND DEVELOPMENT2

Outside City of TamaracBROWARD COALITION4DIRECTOR AT LARGE**ACKNOWLEDGMENT**

I understand that in accordance with the Florida Sunshine Law, this information will be posted for public review and I waive any objection to such publication.

I understand that appointment to any of the positions indicated above is a voluntary service, with no compensation or benefits.

If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws or ordinances of the City of Tamarac, Broward County and the State of Florida, particularly those pertaining to the conduct of public office and related financial disclosure requirements, if applicable to my position. 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.

Section 2-56 of the Tamarac Code provides each member of a board or committee of the City of Tamarac shall be a resident of the city. Failure to be a resident of the city shall result in forfeiture of the position on the board or committee. This section does not apply to staff appointed to a board, committee or commission as part of their work responsibilities. At their discretion, the Tamarac City Commission may waive the requirements of this section.



Signature of Applicant

1-20-17
Date

PLEASE RETURN THIS APPLICATION TO THE CITY CLERK'S OFFICE FOR PROCESSING.
City of Tamarac, 7525 Northwest 88 Avenue, Tamarac, FL 33321-2401 (954) 597-3505

ADDENDUM TO ADVISORY BOARD AND COMMITTEE APPLICATION FORM

Applicant Name: JAMES A FRANKO

- 1 Do you have any relatives presently employed by the City of Tamarac? No

If yes, please state names and City departments/divisions: _____

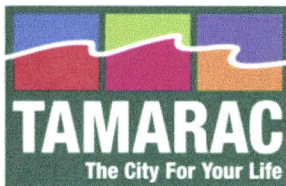
- 2 Are you aware of any potential conflict of interest that may arise from your serving on City of Tamarac advisory boards and committees? No If yes, please explain:

- 3 Do you presently have monies owed to the City of Tamarac which are delinquent? If yes, please explain: No

- 4 Do you have any pending code violations relative to property owned by you within The City of Tamarac? If yes, please explain: No

- 5 Do you have any existing violations relative to other City codes? No

If yes, please list: _____



CITY OF TAMARAC APPLICATION FOR BOARD AND COMMITTEE APPOINTMENTS

Service on an advisory Board or Committee provides citizens with an opportunity to help shape future policy and strategic direction for the City of Tamarac. Tamarac residents are cordially invited to apply for appointment by the City Commission to a Board or Committee. Advisory board and committee members are voluntary positions and serve without benefit of compensation.

Please check Boards/Committees for which you wish to be considered:

☐ Parks and Recreation Board ☒ Planning Board
☐ Public Art Committee ☐ Veteran's Affairs Committee
☐ Other (Please specify): _____

Application is for: ☒ Reappointment ☐ New appointment

PERSONAL:

Name: Albert Guttentag Telephone Number: 954-532-5336

Home Address: 7715 Southampton Terrace Apt. 315 Zip Code: 33321

Length of Residence in Tamarac (If applicable) 6 Years 3 Months

Length of Time as Business Person in Tamarac (If applicable) _____ Years _____ Months

E-Mail Address: alfloguttentag@gmail.com

Development/Section Name and Number: _____

Commission District Number: 3 Voting Precinct Number: J/2

EDUCATION:

Name and location of High School: Roosevelt High School Bronx N.Y.

College (if appropriate): New York Community College and Carnegie Tech

Years Completed: 6 Degree: AAS & BS

Field of Study: Structural Engineer & Construction Management

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

RECEIVED
CITY OF TAMARAC
2017 JAN 25 AM 8:39

EMPLOYMENT:Current or most recent employer: Tishman Realty and Construction & Driftma Consulting Corp.Address: N.Y.C and South Fl.Position: Construction Manager and Pres. Years of Service: 55Duties: Development and Construction**OTHER QUALIFICATIONS:**

Please provide a brief statement outlining why you wish to potentially serve on the applicable advisory boards and/or committees selected. In addition, please feel free to attach a copy of your resume or vita (optional): _____

MEMBERSHIPS:

Completion of this section is optional. The information will be helpful to the press if you are appointed; however, it is not a prime factor in making appointments.

Tamarac Organization**Years Member****Office Held (if any)**Planing board2**Outside City of Tamarac****ACKNOWLEDGMENT**

I understand that in accordance with the Florida Sunshine Law, this information will be posted for public review and I waive any objection to such publication.

I understand that appointment to any of the positions indicated above is a voluntary service, with no compensation or benefits.

If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws or ordinances of the City of Tamarac, Broward County and the State of Florida, particularly those pertaining to the conduct of public office and related financial disclosure requirements, if applicable to my position. 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.

Section 2-56 of the Tamarac Code provides each member of a board or committee of the City of Tamarac shall be a resident of the city. Failure to be a resident of the city shall result in forfeiture of the position on the board or committee. This section does not apply to staff appointed to a board, committee or commission as part of their work responsibilities. At their discretion, the Tamarac City Commission may waive the requirements of this section.



Signature of ApplicantJanuary 23, 2017_____
Date

City of Tamarac, 7525 Northwest 88 Avenue, Tamarac, FL 33321-2401 (954) 597-3505

ADDENDUM TO ADVISORY BOARD AND COMMITTEE APPLICATION FORM

Applicant Name: Albert Guttentag

- 1 Do you have any relatives presently employed by the City of Tamarac? no

If yes, please state names and City departments/divisions: _____

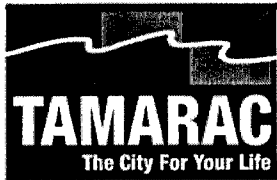
- 2 Are you aware of any potential conflict of interest that may arise from your serving on City of Tamarac advisory boards and committees? no If yes, please explain:

- 3 Do you presently have monies owed to the City of Tamarac which are delinquent? If yes, please explain: no

- 4 Do you have any pending code violations relative to property owned by you within The City of Tamarac? If yes, please explain: no

- 5 Do you have any existing violations relative to other City codes? no

If yes, please list:



CITY OF TAMARAC APPLICATION FOR BOARD AND COMMITTEE APPOINTMENTS

Service on an advisory Board or Committee provides citizens with an opportunity to help shape future policy and strategic direction for the City of Tamarac. Tamarac residents are cordially invited to apply for appointment by the City Commission to a Board or Committee. Advisory board and committee members are voluntary positions and serve without benefit of compensation.

Please check Boards/Committees for which you wish to be considered:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Parks and Recreation Board | <input checked="" type="checkbox"/> Planning Board |
| <input type="checkbox"/> Public Art Committee | <input type="checkbox"/> Veteran's Affairs Committee |
| <input type="checkbox"/> Other (Please specify): _____ | |

Application is for: ☐ Reappointment ☒ New appointment

PERSONAL:

Name: Elberg Mike Gelin Telephone Number: 9542600181
Home Address: 5901 Abbey Road Zip Code: 333321
Length of Residence in Tamarac (If applicable) 10 Years 7 Months
Length of Time as Business Person in Tamarac (If applicable) _____ Years _____ Months
E-Mail Address: mike.gelin@gmail.com
Development/Section Name and Number: Hampton Hills
Commission District Number: 2 Voting Precinct Number: J017

EDUCATION:

Name and location of High School: Plantation High School
College (if appropriate): Morris Brown College
Years Completed: 4 Degree: Bachelor of Arts
Field of Study: Business Administration

Other professional or technical training (Name of school, course name, etc.): _____
Wharton School of the University of Pennsylvania, Certified Employee Benefits Specialist
Wharton School of the University of Pennsylvania, Group Benefits Associate
The American College, Registered Health Underwriter

2017 FEB -2 PM 5:03

EMPLOYMENT:Current or most recent employer: Gelin Benefits Group, LLCAddress: 6750 N. Andrews Avenue, Suite 200Position: President & CEOYears of Service: 2Duties: Consult and advise public and private employers in the designing a group health and welfare**OTHER QUALIFICATIONS:**

Please provide a brief statement outlining why you wish to potentially serve on the applicable advisory boards and/or committees selected. In addition, please feel free to attach a copy of your resume or vita (optional): _____

As a longstanding homeowner in the community and as a parent that is raising a family in Tamarac, I am interested in the short and long term growth plans in the city of Tamarac. I believe that my input and views as a parent and community advocate can help the City Commission make decisions that represents the varied perspectives of Tamarac.

MEMBERSHIPS:

Completion of this section is optional. The information will be helpful to the press if you are appointed; however, it is not a prime factor in making appointments.

<u>Tamarac Organization</u>	<u>Years Member</u>	<u>Office Held (if any)</u>
<u>Tamarac Youth Basketball</u>	<u>3</u>	<u>Head Coach</u>
<u>Tamarac Chamber of</u>	<u>2</u>	<u>Member</u>
<u>Outside City of Tamarac</u>		
<u>Youth Survivors Foundation</u>	<u>7</u>	<u>Board Member</u>
<u>Broward League of Cities</u>	<u>2</u>	<u>Corporate Member</u>

ACKNOWLEDGMENT

I understand that in accordance with the Florida Sunshine Law, this information will be posted for public review and I waive any objection to such publication.

I understand that appointment to any of the positions indicated above is a voluntary service, with no compensation or benefits.

If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws or ordinances of the City of Tamarac, Broward County and the State of Florida, particularly those pertaining to the conduct of public office and related financial disclosure requirements, if applicable to my position. 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.

Section 2-56 of the Tamarac Code provides each member of a board or committee of the City of Tamarac shall be a resident of the city. Failure to be a resident of the city shall result in forfeiture of the position on the board or committee. This section does not apply to staff appointed to a board, committee or commission as part of their work responsibilities. At their discretion, the Tamarac City Commission may waive the requirements of this section.

Elberg Mike Gelin

Signature of Applicant

February 02, 2017

Date

City of Tamarac, 7525 Northwest 88 Avenue, Tamarac, FL 33321-2401 (954) 597-3505

ADDENDUM TO ADVISORY BOARD AND COMMITTEE APPLICATION FORM

Applicant Name: Elberg Mike Gelin

- 1 Do you have any relatives presently employed by the City of Tamarac? 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 Tamarac advisory boards and committees? No If yes, please explain:

- 3 Do you presently have monies owed to the City of Tamarac which are delinquent? If yes, please explain: No

- 4 Do you have any pending code violations relative to property owned by you within The City of Tamarac? If yes, please explain: No

- 5 Do you have any existing violations relative to other City codes? No

If yes, please list:

N/A



Title - TR12920 - Appointing Two Members to the Public Art Committee

A Resolution of the City Commission of the City of Tamarac, Florida, appointing two (2) members to the Public Art Committee; providing for conflicts; providing for severability; and providing an effective date.

ATTACHMENTS:

Description	Upload Date	Type
❏ TR12920 Memo to M. Cernech	3/9/2017	Cover Memo
❏ TR12920 Resolution	3/9/2017	Resolution
❏ Brian Zambrano Application	3/9/2017	Backup Material
❏ Elliot Bastien Application	3/9/2017	Backup Material

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
CITY CLERK**

**TO: Michael C. Cernech,
City Manager**

DATE: March 8, 2017

**FROM: Patricia Teufel,
City Clerk**

**RE: Temporary Resolution 12920 -
Appointing Two (2) Regular
Members to the Public Art
Committee**

Recommendation: That Commissioners Bolton and Fishman each appoint one (1) member to the Public Art Committee to serve terms concurrent with the appointing Commission member or until such time as new appointments are made.

Issue: To appoint two (2) members to the Public Art Committee in accordance with Ordinance 2014-19.

Background: The mission of the Public Art Committee is to expand cultural opportunities for residents and visitors and to enhance the appearance of the City through the selection and integration of artwork in a public environment.

In accordance with Ordinance No. 2014-19 and Section 5-305 of the City Code the Public Art Committee shall consist of five (5) regular members, who live or conduct business in the city, with a strong commitment to the objectives of the public art program who shall be appointed by the Commission. Membership of the Public Art Committee may include: experience in landscape architecture, urban planning, engineering, or a related design disciplines; professional artist; person knowledgeable in the field of public art, education and community affairs or a private citizen from the development community.

The membership terms shall be staggered to run concurrently with the election of Commissioners from odd numbered districts and Commissioners from even numbered districts, and the Mayor, and shall expire upon the term of expiration, or the vacation of office, of the nominating member of the City Commission in accordance with Section 2-59 of the City of Tamarac Code or until such time as new appointments are made.

Fiscal Impact: The appointment of two (2) members to the Public Art Committee presents no fiscal impact to the City.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2017-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPOINTING TWO (2) MEMBERS TO THE PUBLIC ART COMMITTEE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 9, 2014 the City Commission approved Resolution R2014-35 appointing one (1) member to the Public Art Committee to fill an expired term that occurred on the Board in 2014, whose term expired in November 2016; and

WHEREAS, on March 11, 2015 the City Commission approved Resolution R-2015-20 appointing four (4) members to the Public Art Committee to serve terms concurrent with the appointing Commissioner or until such time as new appointments are made; and

WHEREAS, one member appointed on March 11, 2015 term expired in November 2016; and

WHEREAS, in accordance with §2-58 of the Tamarac Code, the City Commission shall appoint a qualified individual to the respective position; and

WHEREAS, the City Commission of the City of Tamarac, deems it to be in the best interest of the citizens and residents of the City of Tamarac to appoint two (2) members to the Public Art Committee in accordance with the procedures set out in §2-58 of the Tamarac Code.

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to appoint two (2) members to the Public Art Committee.

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

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

SECTION 2: That the following individuals are hereby appointed as two (2) members of the Public Art Committee to serve a term to coincide with the term of the nominating member of the City Commission, or until such time as new appointments are made:

<u>Name of Appointee:</u>	<u>Commission Member Making Appointment</u>	<u>Term Ending Date:</u>
Brian Zambrano	Commissioner Bolton	November 3, 2020
Elliot Bastien	Commissioner Fishman	November 3, 2020

SECTION 3: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 5: This Resolution shall become effective immediately upon adoption.

PASSED, ADOPTED AND APPROVED this _____ day of March, 2017.

Harry Dressler, MAYOR

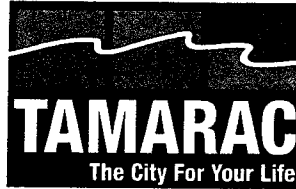
ATTEST:

PATRICIA TEUFEL, CMC
CITY CLERK

I HEREBY CERTIFY that I have
Approved this RESOLUTION as to form.

SAMUEL S. GOREN
CITY ATTORNEY

OFFICE OF THE
CITY CLERK



PATRICIA A. TEUFEL, CMC
CITY CLERK

January 5, 2017

Ms. Brian Zambrano
8120 NW 71st Avenue
Tamarac, FL 33321

RE: Public Art Committee

Dear Mr. Zambrano:

Your term on the Public Art Committee expired November 8, 2016. Appointments will be made by the City Commission in March of 2017, and I would like to know if you wish to be considered for reappointment for another term.

Please return a copy of this letter (attached for your convenience) with your response, as well as the application form fully completed by February 2, 2017. Please print clearly.

If you have any questions or need information about any of Tamarac's boards or committees, feel free to contact the City Clerk's office at 954-597-3505.

Sincerely,

A handwritten signature in black ink that reads "Patricia Teufel". The signature is fluid and cursive, with the first name being more prominent.

Patricia Teufel, CMC

City Clerk

Enclosures

(1) letter

(1) application

☒ I wish to be considered to serve on the Public Art Committee for another term.

☐ I do not wish to be considered to serve on the Public Art Committee for another term.

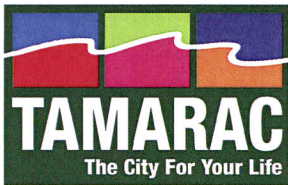
cc: Maxine Calloway, Community Development Director

"Committed to Excellence...Always."

TAMARAC.ORG

7525 N.W. 88th Avenue | Tamarac, Florida 33321-2401 | P: 954.597.3505 | F: 954.597.3508

EQUAL OPPORTUNITY EMPLOYER



CITY OF TAMARAC APPLICATION FOR BOARD AND COMMITTEE APPOINTMENTS

Service on an advisory Board or Committee provides citizens with an opportunity to help shape future policy and strategic direction for the City of Tamarac. Tamarac residents are cordially invited to apply for appointment by the City Commission to a Board or Committee. Advisory board and committee members are voluntary positions and serve without benefit of compensation.

Please check Boards/Committees for which you wish to be considered:

☐ Parks and Recreation Board ☐ Planning Board
☒ Public Art Committee ☐ Veteran's Affairs Committee
☐ Other (Please specify): _____

Application is for: ☒ Reappointment ☐ New appointment

PERSONAL:

Name: BRIAN ZAMBRANO Telephone Number: (954) 249-3888
Home Address: 8120 NW 71 AVE Zip Code: 33321
Length of Residence in Tamarac (If applicable) 11 Years Months
Length of Time as Business Person in Tamarac (If applicable) 10 Years Months
E-Mail Address: gufster18@gmail.com
Development/Section Name and Number: Westwood 17
Commission District Number: 4 Voting Precinct Number: 1011

EDUCATION:

Name and location of High School: Boyd Anderson High School Lauderdale Lakes, FL
College (if appropriate): University of Florida / FIU
Years Completed: 4 / 2 Degree: BA in Architecture / Masters Architecture
Field of Study: Architecture
Other professional or technical training (Name of school, course name, etc.): Professional Architect.

EMPLOYMENT:

Current or most recent employer: Self Employed / owner of ZamBRANO & ASSO.
Address: 8120 NW 71st Ave Tamarac FL ~~33321~~ 33321
Position: President Years of Service: 13
Duties: I run an architectural Firm For the tri County Area.

OTHER QUALIFICATIONS:

Please provide a brief statement outlining why you wish to potentially serve on the applicable advisory boards and/or committees selected. In addition, please feel free to attach a copy of your resume or vita (optional):
Other than the professional knowledge to build and construct complex structures, I have a great knowledge of fine art and the current art scene in south florida. I have consulted for a few artist in their collaboration to design new art

MEMBERSHIPS:

Completion of this section is optional. The information will be helpful to the press if you are appointed; however, it is not a prime factor in making appointments.

<u>Tamarac Organization</u>	<u>Years Member</u>	<u>Office Held (if any)</u>
<u>altermate for Planning Board</u>	<u>1</u>	
<u>Outside City of Tamarac</u>		

ACKNOWLEDGMENT

I understand that in accordance with the Florida Sunshine Law, this information will be posted for public review and I waive any objection to such publication.

I understand that appointment to any of the positions indicated above is a voluntary service, with no compensation or benefits.

If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws or ordinances of the City of Tamarac, Broward County and the State of Florida, particularly those pertaining to the conduct of public office and related financial disclosure requirements, if applicable to my position. 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.

Section 2-56 of the Tamarac Code provides each member of a board or committee of the City of Tamarac shall be a resident of the city. Failure to be a resident of the city shall result in forfeiture of the position on the board or committee. This section does not apply to staff appointed to a board, committee or commission as part of their work responsibilities. At their discretion, the Tamarac City Commission may waive the requirements of this section.


Signature of Applicant

1/23/2017
Date

PLEASE RETURN THIS APPLICATION TO THE CITY CLERK'S OFFICE FOR PROCESSING.
City of Tamarac, 7525 Northwest 88 Avenue, Tamarac, FL 33321-2401 (954) 597-3505

ADDENDUM TO ADVISORY BOARD AND COMMITTEE APPLICATION FORM

Applicant Name: _____

1 Do you have any relatives presently employed by the City of Tamarac? _____

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 Tamarac advisory boards and committees? _____ If yes, please explain:

3 Do you presently have monies owed to the City of Tamarac which are delinquent? If yes, please explain: _____

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5 Do you have any existing violations relative to other City codes? _____

If yes, please list: _____

2017 FEB -2 PM 1:45

NAME: Elliot Bastien

DATE: Feb 1, 2017

**APPLICANT TRAINING AND EXPERIENCE
CITY OF TAMARAC PUBLIC ART COMMITTEE**

Please describe your experience, education and credentials in one or more of the following disciplines:

Landscape architecture, urban planning, engineering, or a related design discipline:

Please see attached Note 1

Describe your experience, education and credentials as a professional artist:

Please see attached Note 2

Describe your experience, education and knowledge in the field of public art, education, or community affairs:

Please see attached Note 3

Describe your association/relationship with the development community:

Are you able to meet during a weekday? Yes x No

APPLICANT TRAINING AND EXPERIENCE

Note 1

I took a lead role in the project development of world-scale chemical plants (Urea, Methanol and Liquefied Natural Gas) in Trinidad; and in the expansion of the world's first oil sands plant in Fort Mc Murray, Canada.

I was the project manager of natural gas pipeline and a offshore natural gas compression platform in Trinidad.

As a world bank consultant, I was the Business Planning Specialist for the construction of a dam and hydro-electric plant located in Lesotho and owned by the Governments of South Africa and Lesotho.

Note 2

As a consultant to the UK's Department for International Development (DFID) I spearheaded the development of a museum and Volcano Interpretation Centre on the Caribbean island of Montserrat. I also participated in the development of a cultural theme park in Trinidad.

Note 3

The author of several books published by Oxford University Press, England and Arrow Publications, Maryland, USA, my achievements include:

- Winner of the first year essay prize at the University of Birmingham, UK
- One of 33 selected from around the world to be included in Sotheby's International Poetry Competition Anthology
- My full length musical, A Nancy Story, was produced in Canada and in Trinidad by Nobel Prize Winner, Derek Walcott's theatre workshop

A self-trained artist my recent paintings have been exhibited by the Venetian Arts Society at Northern Trust Bank on Las Olas Blvd, Ft Lauderdale.

EMPLOYMENT:Current or most recent employer: SelfAddress: 10413 NW 70th Court, Tamarac, FL 33321Position: Writer Years of Service: 6Duties: Research and writing of several published books**OTHER QUALIFICATIONS:**

Please provide a brief statement outlining why you wish to potentially serve on the applicable advisory boards and/or committees selected. In addition, please feel free to attach a copy of your resume or vita (optional): _____

I would like to be involved in the community through the utilization of my professional experience and training to assist the City of Tamarac in its continued exemplary development.

Please see my resume attached.

MEMBERSHIPS:

Completion of this section is optional. The information will be helpful to the press if you are appointed; however, it is not a prime factor in making appointments.

Tamarac Organization**Years Member****Office Held (if any)**

Outside City of Tamarac

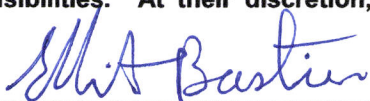
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Signature of Applicant

Feb 1, 2017

Date

PLEASE RETURN THIS APPLICATION TO THE CITY CLERK'S OFFICE FOR PROCESSING.
City of Tamarac 7525 Northwest 88 Avenue Tamarac, FL 33321-2401 (954) 597-3505

CURRICULUM VITAE OF ELLIOT O. BASTIEN

10413 NW 70th Court, Tamarac, Florida 33321, USA

Tel: (954) 951-6513 Cell (954) 340-9060

Email: elliott.bastien@gmail.com

CAREER HISTORY

04/11 – WRITER
Six published books

Please see details in section Publications below

05/08 – 04/11 DEVELOPMENT MANAGER, Montserrat Tourist Board, Montserrat, British West Indies. –Funded by the UK's Department for International Development (DFID) under the Tourism Development Project, the assignment included:

- *The development of a Museum and Volcano Interpretation Centre*
- *Start-up and management of a Challenge Fund.*

11/03 – 05/08 PANNELL KERR FORSTER (PKF) CONSULTING, St Lucia/Florida – Associate - International Accounting and Management Consulting firm with major international and corporate clients.

Consulting assignments are shown below.

11/01 – 10/03 WORLD BANK/LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY – Business Planning Specialist, Maseru, Lesotho – Joint venture between the Governments of Lesotho and South Africa formed for the construction of a dam and hydro-electric plant.

- *Preparation of Strategic/Business Plans*
- *Institutional Strengthening through training.*
- *Developed a computerized planning and performance management system for cascading goals at the corporate level to the various departmental implementation plans and eventually to tasks at the individual level. This greatly facilitated performance monitoring, actual performance versus plan, as tasks at the individual level were detailed with timelines on Gantt Charts. It is still being used.*

5/99 – 10/01 PANNELL KERR FORSTER (PKF) CONSULTING, St Lucia/Florida – Associate.

Consulting assignments are shown below.

3/98 - 5/99 INTER-AMERICAN DEVELOPMENT BANK - Project Coordinator/Management Consultant, Barbados. - Institutional Strengthening Project for the Caribbean Conservation Association.

- *Coordination of the work of the other consultants in information systems, information management, communications & image enhancement and*

fundraising;

- *review of the regional environmental institutional infrastructure;*
- *re-engineering the organization to ensure its financial viability and self-sustainability;*
- *identification of a niche role in the Caribbean environmental NGO community;*
- *preparation of the staff policy manual, strategic planning guidelines, policy-making guidelines and performance evaluation system;*
- *development of the Action Plan which included research and identification of policy, programmes and projects.*

1993 – 1998 PANNELL KERR FORSTER (PKF) CONSULTING, St Lucia – Managing Director.

Consulting assignments are shown below.

1988 – 1993 BUSINESSWISE/BEACON CAPITAL VENTURES, St. Maarten – Managing Partner. Management Consulting and Advertising & Marketing firms.

Consulting assignments are shown below

1979 – 1988 NATIONAL ENERGY CORPORATION, Trinidad – VP Finance, International Marketing, Strategic Planning; Head of LNG and Natural Gas. A company, with assets of US\$800 million and a staff of 400.

- *Managed strategic planning process*
- *Identification and attraction of projects and international joint venture partners for economic development.*
- *Spearheaded negotiations which resulted in the locating of several multi-million dollar chemical plants.*
- *Set up and managed the International Marketing Department and had lead responsibility for trade negotiations.*
- *Budgeting and financial control*
- *Project Manager for the construction of a gas pipeline and compression platforms.*
- *Developed the new organizational structure for the company*

1973 – 1979 SUN OIL COMPANY OF CANADA – Assistant to Chairman/CEO; Manager, Industry Analysis, Corporate Planning & Strategy Development. Vertically integrated oil company with assets of US\$200 mill and a staff of 800.

- *Managed strategic planning process.*
- *Preparation of the prospectus for the merger of Great Canadian Oil Sands and Sun Oil Co.*
- *Project development including negotiation of incentives from the Federal and Provincial Governments of Canada for plant expansion*
- *Piloted the project through the approval of the US parent company to a successful implementation.*
- *Development of the first Econometric Model of the Canadian Petroleum Industry(required the use of the system of National Accounts)*

EDUCATION

Principles of Ecology

Ph.D Candidate in Economics, Statistics

M.Sc. Management Science

Post Grad Dipl. Petroleum Production Eng

B.Sc. (Hons) Chemical Engineering

Florida Atlantic University

University of Toronto, Canada

University of Birmingham, UK

University of Birmingham, UK

University of Birmingham, UK

A SELECTION OF RELEVANT CONSULTING ASSIGNMENTS

- **Business Plan for the Cultural Theme Park, Trinidad.** In collaboration with EDA Collaborative Inc., Canada. Development of Financing Mechanism and Ownership Structure.
- **Business Plan/Feasibility Study for Development of Liguang Hotel and Convention Centre, Tianjin, People's Republic of China.** For the Pacific Economic Cooperation Committee made up of 23 Asia/Pacific countries including China. The two week trip also included shopping centre and other real estate developments.
- **Economic Impact Analysis of Fort Lauderdale Convention Centre Hotel, USA.** Assisted in successful deliberations with the Government for the granting of land and other incentives to the project.
- **Strategic Plan for the St Lucia Hotel and Tourism Association.** Facilitated the strategic planning process including the development of the Mission Statement, Vision, SWOT analysis, and the Organization Structure for implementation of the Action Plans.
- **Inter-American Development Bank-funded "Multi-hotel Project with Shared Common Facilities" for the Government of St Lucia.** A crucial element of the project was a review of the effectiveness of the investment incentives available to the tourism sector and recommendations for improvements.
- **European Union-funded "Impact of Tourism Investment Incentives on the Development of the Hotel Sector in the OECS" for the Organisation of Eastern Caribbean States (OECS).** The report recommended taxation and incentive legislation in the tourism sector for investment promotion. As Project Coordinator, I liaised with officials from the EU and the OECS.
- **European Union-funded "Identification and amelioration of factors hindering private sector investment in Vieux Fort, St Lucia."** The report recommended changes to the investment climate to encourage private sector investment, particularly in the tourism sector
- **Detailed Tourism Promotion/Marketing Plan for St Maarten for the European Development Fund.**
- **Organisation Structure for the St Maarten Tourism Bureau for the Government of St Maarten**
- **Salary Interlining for American Airlines, St Maarten**
- **Development of the first econometric model of the Canadian petroleum sector**
- **Development of an Input-Output model for the evaluation of petrochemical projects in Trinidad.** This required significant use of the system of National Accounts.
- **Business Plan/Feasibility Study of a Regional Maintenance and Procurement Facility for biomedical equipment in Eastern Caribbean hospitals, St Lucia.** This three-month

OECS project involved a situational analysis of hospital maintenance and procurement practice with recommendations for the functions, staffing and funding mechanism for a centralized maintenance and procurement facility.

- **Investment Promotion in the chemical sector for Industrial Development Corporation, Government of Trinidad & Tobago.** A crucial element of the project was a review of the effectiveness of the investment incentives available to the petrochemical sector and recommendations for improvements.
- **Project Development of Energy-based Industries at Point Lisas, Trinidad. Liquefied Natural Gas Plant, Urea Plant, Methanol Plant.** Development of Investment Incentives; Preparation of Business Plans; Identification of Foreign Investors; Negotiation of financing contracts, construction contracts, technology licences, marketing contracts, joint venture agreements, natural gas pricing.
- **Trade Advisor to Heineken.** As a consultant represented Heineken Brewery in negotiations with the Caribbean Governments for economic incentives to support further brewery investment.
- **Identification of Caribbean Markets for Location of Shopping Centres with Kmart as Anchor Tenant for Kmart.**
- **Creative Concept and Preparation of Promotional Brochure for Economic Development using Natural Gas in Trinidad & Tobago for National Gas Company of Trinidad & Tobago.**
- **Reorganisation of the National Energy Corporation of Trinidad & Tobago.** From a project development company to a fully autonomous company operating world-scale petrochemical plants and marketing their products internationally.

AWARDS

- First Year English Essay Prize – University of Birmingham, UK
- Final Year Institute of Petroleum Prize – University of Birmingham, UK
- Ford Foundation Fellowship – University of Toronto, Canada

PUBLICATIONS

Caribbean American Heritage: A History of High Achievers
Arrow Publications LLC, Maryland USA, 2016

World Class Trinidad & Tobago: Commemorating 50 Years of Independence
Sekani Publications, Trinidad & Tobago, 2012

Yes We Can: Obama and Clinton Walk the Talk (How Communication and Performance Win Elections)
Arrow Publications LLC, Maryland USA, 2011

World Class Trinidad & Tobago: An Area of Abundance – Profiles of Performance
Sekani Publications, Trinidad & Tobago, 2006

Tourism Taxation and Investment Incentives in the Caribbean,
OECS/EU, Antigua, 1996

Caribbean Hotel Trends

Pannell Kerr Forster and Caribbean Tourism Organization/European Union, Barbados, 1995
A Survey of the Financial Performance of the Caribbean Hotel Sector.

Anancy Story – A Full Length Folk Musical

Staged in Toronto 1981 and in Trinidad 1991 by the Nobel Laureate Derek Walcott's Trinidad Theatre Workshop.

Sotheby's International Poetry Competition 1982 Anthology

Arvon Foundation, Devon, England

Kite Aiyo – a poem

Disappointed Guests

Oxford University Press, Oxford, England Eds Tajfel & Dawson



Title - TR12918 - Opposition to HB 17 that would preempt regulation of businesses, licenses and occupations to the state

A Resolution of the City Commission of the City of Tamarac, Florida, opposing the proposed HB 17 that would severely negatively impact the City's home rule authority by preempting the regulation of businesses, professions and occupations to the state unless expressly authorized by general law thus impairing the City's ability to protect the health, safety, welfare and property rights of City residents and businesses; directing the City Clerk to transmit the copy of this Resolution to the appropriate parties; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
▣ TR 12918 Memo	3/13/2017	Cover Memo
▣ TR 12918 Reso	3/13/2017	Resolution

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
CITY MANAGER'S OFFICE**

**TO: Michael C. Cernech,
City Manager**

DATE: March 6, 2017

**THRU: Diane Phillips, Assistant City
Manager** 

**FROM: Laura Karpaviciute,
Management Analyst I** 

**RE: TR#12918 Opposing the
proposed HB 17**

RECOMMENDATION:

Place TR#12918 on the City Commission March 22nd, 2017 meeting agenda for the City Commission consideration.

ISSUE:

The proposed HB 17, if passed, would severely negatively impact the City's home rule authority by preempting all regulation of businesses, professions and occupations to the state, and limiting local regulations to only those instances allowed by general law. It would repeal all local regulations not authorized by general law on July 1, 2020.

BACKGROUND:

The Florida Constitution grants local governments municipal home rule authority. Per Article VIII, section 2 (b), "municipalities shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law". Florida Statute Section 166.221 authorizes municipal governments to "levy reasonable business, professional and occupational regulatory fees, commensurate with the cost of regulatory activity, including consumer protection on such classes of businesses, professions, and occupations, the regulation of which has not been preempted by the state or a county pursuant to a county charter."

HB 17 would remove municipal authority to establish any new regulations pertaining to businesses, professions, or occupations (including associated fees) on or after July 1, 2017 unless expressly authorized by general law. Regulations adopted before July 1, 2017 that were not authorized by general law could only be amended to repeal or reduce regulation. Such regulations would be repealed on July 1, 2020. Furthermore, the bill would expressly preempt all regulation of businesses, professions and occupations to the state. This bill would severely limit Tamarac's home rule authority that is vital to the City's ability to respond to the needs of local residential and business communities.

Tamarac is a business friendly City. The City's business, profession, and occupation licensing, plan review, permitting, inspection, zoning and other associated services and fees serve to protect the health, safety, welfare and property rights of City residents and businesses. Tamarac's various codified regulations (e.g. zoning, development, landscaping and signage standards) are designed to ensure safety, maintain and increase the value of commercial and residential property and attract customers, thus raising the viability of the local business community. Minimum standard safety inspection requirements prior to the issuance of a business license help protect the residents and the business employees, customers, and property. Various code sections providing for variances, waivers and special permits allow for flexibility necessary to accommodate local businesses, while taking into account impacts on the neighboring business and residential communities.

The City continuously works with the local business community and updates regulations to address local needs. For example, as a result of collaboration with the Greater Fort Lauderdale Alliance, the City adopted an ordinance providing for an expedited permitting process. An outgrowth of this is the City's current electronic plan review process that allows for an efficient and timely plan review process. As a result of working with the community on Tamarac Village, the City has adopted an ordinance establishing a Planned Development District to provide for a flexible process that helps expedite development and redevelopment. Similarly, the City increased the maximum allowed impervious surface in the City's areas zoned as light industrial to assist businesses that seek to locate in such areas.

Preemption and requiring that a general law define when local regulation is allowed would severely limit the City's ability to respond to the needs of the local community in a timely and efficient manner. It would impede the City's economic development. Moreover, it would restrict the City's capability to ensure a high quality of life for Tamarac residents. The bill as proposed would impact not only the City's regulatory authority, but also the ability to recover the costs associated with regulation, which may well result in an unfunded mandate. While specific fiscal impact of HB 17 on local governments is yet to be determined, the City of Tamarac currently collects in excess of one million dollars a year in revenues associated with business, profession or occupation regulation, licensing and permitting.

FISCAL IMPACT:

There is no direct budgetary impact associated with adoption of this resolution. The passage of HB 17 may result in a negative fiscal impact on the City's budget.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2017 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, OPPOSING THE PROPOSED HB 17 THAT WOULD SEVERELY NEGATIVELY IMPACT THE CITY'S HOME RULE AUTHORITY BY PREEMPTING THE REGULATION OF BUSINESSES, PROFESSIONS AND OCCUPATIONS TO THE STATE UNLESS EXPRESSLY AUTHORIZED BY GENERAL LAW THUS IMPAIRING THE CITY'S ABILITY TO PROTECT THE HEALTH, SAFETY, WELFARE AND PROPERTY RIGHTS OF CITY RESIDENTS AND BUSINESSES; DIRECTING THE CITY CLERK TO TRANSMIT THE COPY OF THIS RESOLUTION TO THE APPROPRIATE PARTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's constitutional home rule authority for regulating businesses, professions and occupations is vital to ensuring Tamarac's ability to effectively respond to the specific needs of local residential and business communities; and

WHEREAS, Section 166.221, F.S., authorizes municipalities to levy reasonable business, professional, and occupational regulatory fees, commensurate with the cost of the regulatory activity, including consumer protection, on such classes of businesses, professions, and occupations, the regulation of which has not been preempted by the state or a county pursuant to a county charter; and

WHEREAS, the proposed HB 17 would preempt the regulation of businesses, professions, and occupations to the state and prohibit local government from adopting or imposing any new regulations on a business, profession or occupation unless expressly authorized by general law on or after July 1, 2017; and

WHEREAS, the proposed HB 17 would also prohibit amendments to local regulations adopted prior to July 1, 2017 other than amendments to repeal or reduce regulations and would repeal all local business regulations that were not expressly authorized by general law on July 1, 2020; and

WHEREAS, the proposed HB 17 would severely negatively impact the City's ability to exercise its home rule authority to protect the health, safety, welfare and property rights of City residents and businesses; and

WHEREAS, the proposed HB 17 may negatively impact the City's ability to recover the cost of business, profession and occupation regulation, licensing and permitting services provided to protect the health, safety, welfare and property rights of City residents and businesses; and

WHEREAS, the Assistant City Manager recommends adopting the Resolution to express the City's opposition to the proposed HB 17 and directing the City Clerk to send a copy of this Resolution to the Governor, the President of the Florida Senate, the Speaker of the Florida House of Representatives, the Broward Legislative Delegation, the Florida League of Cities, the Broward County League of Cities, the Broward County Board of County Commissioners and municipalities within Broward County; and

WHEREAS, the City Commission of the City of Tamarac, deems it to be in the best interests of the citizens and residents of the City of Tamarac to oppose the proposed HB 17 that would severely negatively impact the City's home rule authority and ability to protect the health, safety, welfare and property rights of City residents and businesses.

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

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution. All exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

SECTION 2: The City hereby opposes the proposed HB 17 that would severely negatively impact the City's home rule authority by preempting the regulation of businesses, professions and occupations to the state unless expressly authorized by general law thus impairing the City's ability to protect the health, safety, welfare and property rights of City residents and businesses.

SECTION 3: The City Clerk is hereby directed to transmit a copy of this Resolution to the Governor, the President of the Florida Senate, the Speaker of the Florida House of Representatives, the Broward Legislative Delegation, the Florida League of Cities, the Broward County League of Cities, the Broward County Board of County Commissioners and municipalities within Broward County.

SECTION 4: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6: This Resolution shall become effective immediately upon adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2017.

HARRY DRESSLER,
MAYOR

ATTEST:

PAT TEUFEL, CMC
CITY CLERK

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

SAMUEL S. GOREN
CITY ATTORNEY



Title - TR12925 - Authorization of One Time Merit Award

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing payment of a one time merit award to City Manager Michael C. Cernech, as set forth in Resolution No. R-2011-04, providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
▣ TR12925 Resolution Revised	3/16/2017	Resolution

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2017 _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA; AUTHORIZING PAYMENT OF A ONE TIME MERIT AWARD TO CITY MANAGER MICHAEL C. CERNECH, AS SET FORTH IN RESOLUTION NO. R-2011-04, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Michael C. Cernech (hereinafter referred to as "CERNECH") has been employed as City Manager since January 29, 2011 pursuant to Resolution No. R-2011-04; and

WHEREAS, the City Commission has reviewed CERNECH'S performance for the evaluation period of January 29, 2016 through January 28, 2017; and

WHEREAS, CERNECH has exceeded the performance requirements established for the evaluation period; and

WHEREAS, it is the express desire of the City Commission to continue to retain the services of CERNECH and to provide an inducement for him to remain in such employment and;

WHEREAS, the City Commission desires to provide a one-time three percent (3%) merit award for accomplishments realized during the evaluation period; and

WHEREAS, available funds have been appropriated and exist in the FY 2017 General Fund Budget; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in

the best interests of the citizens and residents of the City of Tamarac to award CERNECH a three percent (3%) merit award for his performance during the evaluation period.

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

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

SECTION 2: That the City Commission agrees to provide a three percent (3%) merit award to CERNECH based on his performance during the evaluation period of January 29, 2016 through January 28, 2017 as set forth in Resolution No. R-2011-04.

SECTION 3: All necessary budget transfers are hereby approved.

SECTION 4: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6: This Resolution shall become effective immediately upon its passage

and adoption.

PASSED, ADOPTED AND APPROVED this _____ day of March, 2017.

HARRY DRESSLER, Mayor

ATTEST:

PATRICIA TEUFEL, CMC
City Clerk

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

SAMUEL S. GOREN
City Attorney