



CITY OF TAMARAC
NOTICE OF WORKSHOP MEETING
CITY COMMISSION OF TAMARAC, FL
City Hall - Conference Room 105
October 12, 2015

CALL TO ORDER:

9:30 a.m.

ROLL CALL:

PLEDGE OF ALLEGIANCE:

Commissioner Diane Glasser

1. TR12703 - Ground Lease Agreement for Tamarac Village

Item No. 6 (h) on the Consent Agenda. (TR12703) A Resolution of the City Commission of the City of Tamarac, Florida, authorizing and directing, Alan J. Polin, P.A. as trustee under the Tamarac Land Trust Agreement dated July 10, 2013 to execute the Ground Lease Agreement, attached hereto as Exhibit "1", by and between Alan J. Polin, P.A. as trustee and JKM Tamarac Village, LLC; for the purpose of developing the Tamarac Village Property being more particularly described in Exhibit "1" attached hereto and incorporated herein; providing for conflicts; providing for severability; and providing for an effective date. - ***Financial Services Director Mark Mason and Community Development Director Maxine Calloway***

Commission District(s): District 2

2. Veterans Wall Criteria Presentation

Veterans Wall Criteria Presentation - ***Parks & Recreation Director Greg Warner***

3. TR12665 - Janitorial Agreement Renewal (USSI)

Item No. 6 (e) on the Consent Agenda. (TR12665) A Resolution by the City Commission of the City of Tamarac, Florida, approving Amendment Number 1 to the Agreement with United States Service Industries, Inc. for Citywide Janitorial Services; authorizing the appropriate City Officials to execute Amendment Number 1 and any future renewals to the Agreement with United States Service Industries, Inc.; authorizing the renewal of the existing Agreement effective July 1, 2015, nunc pro tunc through September 30, 2017, in an annual contract amount of \$213,383.52 for fixed-cost services; authorizing an amount not to exceed \$23,824.55 to be added to the contract for variable-cost services for a total annual budget of \$237,208.07; providing for conflicts; providing for severability; and providing for an effective date.- ***Public Services Director Jack Strain, Budget/Contract Manager Troy Gies and Purchasing/Contracts Manager Keith Glatz***

Commission District(s): City-wide

4. Discussion Regarding the Selection of a Voting Delegate for the National League of Cities Conference

Discussion Regarding the Selection of a Voting Delegate for the National League of Cities

Conference at the Annual Business Meeting on Saturday, November 7, 2015. - **City Clerk Patricia Teufel**

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.

A handwritten signature in blue ink that reads "Patricia Teufel". The signature is fluid and cursive, with the first name "Patricia" and last name "Teufel" clearly legible.

Patricia Teufel, CMC
City Clerk



Title - 9:30 a.m.

9:30 a.m.



Title - Commissioner Diane Glasser

Commissioner Diane Glasser



Title - TR12703 - Ground Lease Agreement for Tamarac Village

Item No. 6 (h) on the Consent Agenda. (TR12703) A Resolution of the City Commission of the City of Tamarac, Florida, authorizing and directing, Alan J. Polin, P.A. as trustee under the Tamarac Land Trust Agreement dated July 10, 2013 to execute the Ground Lease Agreement, attached hereto as Exhibit "1", by and between Alan J. Polin, P.a. as trustee and JKM Tamarac Village, LLC; for the purpose of developing the Tamarac Village Property being more particularly described in Exhibit "1" attached hereto and incorporated herein; providing for conflicts; providing for severability; and providing for an effective date. - ***Financial Services Director Mark Mason and Community Development Director Maxine Calloway***

Commission District(s):

District 2

ATTACHMENTS:

Description	Upload Date	Type
❑ TR12703 Memo Revised 100915	10/9/2015	Resolution
❑ TR #12703 Ground Lease Agreement for Tamarac Village Resolution	10/9/2015	Resolution
❑ TR12703 Exhibit 1	10/9/2015	Exhibit
❑ TR #12703 Ground Lease Agreement for Tamarac Village Marketing Assessment Attachment 1	10/9/2015	Exhibit
❑ TR #12703 Ground Lease Agreement for Tamarac Village Marketing Assessment Attachment 1A	10/9/2015	Exhibit
❑ TR #12703 Ground Lease Agreement for Tamarac Village Marketing Assessment Attachment 1B	10/9/2015	Exhibit
❑ TR #12703 Ground Lease Agreement for Tamarac Village Sales Price Attachment 2	10/9/2015	Exhibit
❑ TR #12703 Ground Lease Agreement for Tamarac Village Conceptual Plan Attachment 3	10/9/2015	Exhibit

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
DIRECTOR OF FINANCIAL SERVICES OFFICE**

**TO: Michael C. Cernech,
City Manager**

DATE: October 8, 2015

**FROM: Mark C. Mason, Director of
Financial Services**

**RE: TR # 12703, Authorizing the
Execution of a Ground Lease
between the Tamarac Village
Land Trust, Alan Polin, Trustee
and JKM Tamarac Village, LLC.**

Recommendation: Please place TR # 12703 on the City Commission agenda for October 14, 2015 authorizing the appropriate City Officials to execute the Ground Lease between Alan J. Polin, Trustee under the Tamarac Land Trust Agreement dated July 10, 2013 and JKM Tamarac Village, LLC.

Issue: In order to further the economic development goals of the City, future development within the Mixed Use District has been identified as a priority of the Mayor and Commission. A Ground Lease with a Master Developer for the area known as Tamarac Village will serve to further enhance this goal, and illustrate the City's commitment to economic development and redevelopment, and is integral to our future planning efforts within this corridor.

Background: The City of Tamarac has long had the vision of a Mixed-Use District to serve as the City's midtown or City Center, where residents would live, work and play. In support of this vision, in July, 2005 the City Commission created Division 25 of Chapter 24 of the City of Tamarac Code of Ordinances, establishing the first ever Mixed-Use District in the City. Subsequently, in 2007, the City amended its Comprehensive Plan Future Land Use Element and Map to create the supporting Local Activity Center land use designation in furtherance of the City's objective to encourage and develop a mixed use project within the area known as Tamarac Village.

Land Assembly

To that end, the City assembled seventeen properties over a seven year period in the Tamarac Village area which is located along NW 57th Terrace between Pine Island Road and NW 94th Avenue. The following schedule provides information regarding the 23 +/- acres of land acquired along this corridor.

FOLIO	FOLIO	FOLIO	FOLIO
494108020080	494108020160	494108020090	494108030200
494108020120	494108020170	494108020100	494108020200
494108020130	494108020180	494108020110	
494108020140	494108020190	494108030150	
494108020150	494108030060	494108030160	

The above properties were acquired over a number of years from 2006 through 2013 at a net cost of \$16,620,000.

Land Trust

On July 10, 2013, the City of Tamarac created the Tamarac Village Land Trust via Resolution R-2013-77. The object and purpose of the trust is to hold title to the property until its sale or other disposition or until the expiration of the Trust Agreement. The City also entered into an agreement with Alan J. Polin, Esq. to serve as the Trustee. The properties identified above were subsequently transferred by deed to the Tamarac Village Land Trust for which the City of Tamarac is the sole beneficiary.

The Land Trust was created to serve as the conduit to create the Tamarac Village Community Development District (TVCCD).

Tamarac Village Community Development District

On February 26, 2014, the City Commission authorized the Tamarac Village Community Development District that includes all of the parcels that comprise the Tamarac Village area as well as 57th Terrace between Pine Island Road and NW 94th Avenue.

Request for Proposal (RFP) to Develop Tamarac Village

On July 1, 2014, the City issued a Request for Proposal entitled MASTER DEVELOPER FOR PURCHASE AND DEVELOPMENT OF A MIXED USE CITY CENTER (AKA TAMARAC VILLAGE). The due date was September 3, 2014. The City received one response that was deemed non-responsive.

Subsequently, staff contacted various entities for recommendations for a Master Developer. City Staff ultimately met with three potential Master Developers, including JKM Developers, LLC.

Ultimately, JKM provided the best solution for the development of the property. City staff met with JKM Developers on numerous occasions over the past twelve months to discuss proposals, i.e. the residential portion and the commercial portion, work on a framework for an agreement and to work out the details of a proposed Ground Lease.

Retail Feasibility Assessment:

As further outlined below, JKM's development proposal consists of a mixed use project containing approximately 400 residential units, 35,000 square feet, of commercial with ancillary park use. In an effort to address concerns relative to the amount of retail square footage being proposed in the development, Staff commissioned a Tamarac Village Center Marketing Assessment to ascertain the viability of requiring additional retail greater than the 35,000 square ft. being proposed. Based on the findings of the *Tamarac Village Center Marketing Report* attached as Attachment 1, it was determined that the surrounding market and demographics of the City can only support the 35,000 square foot of retail being proposed.

Terms of Ground Lease Agreement

Term: Ninety-nine (99) years

- Effective Date – Start date of lease when both parties sign the document.
- Site Analysis Period – 60 calendar days subsequent to the Effective Date (date all parties sign agreement).
- Submittal Period – 365 calendar days subsequent to the Effective Date and is the period when Tenant will apply for a site plan.
- Residential Parcel – represents 80% of the development
- Commercial Parcel – represents 20% of the development
- Commencement Date – 30 calendar days subsequent to the date upon which the New Development Site Plan is approved by the City Commission.
- Commercial Option Date – 30 months following the Commencement Date, Tenant shall advise Landlord if it does not intend to develop the Commercial Parcel.
 - Landlord has 90 days to respond in writing that the Landlord intends to amend the lease, i.e. take possession of the Commercial Parcel, or
 - Tenant may seek to amend the site plan as agreed upon between Landlord and Tenant
- Option to Purchase – from 1 month to anytime following the Commencement Date with caveats.
 - Purchase price (see Attachment2) from 1 month to 30 months with three month increments through 120 months.
 - Mandatory option at 60 months
 - Fees for extension beyond 60 months beginning with four extensions of three months each at \$250,000 per extension and annual extensions thereafter at \$1

million per extension which are prorated depending on parcel that is being purchased.

Lease Type – Triple net lease from Effective Date – A triple net lease means that the Tenant will be responsible for all costs associated with the property to include, property taxes, assessments, levies, fees, fines, penalties, all other governmental charges, etc. subsequent to the Effective Date.

Conceptual Development (Attachment 3):

- Approximately 400 Residential Units (Residential Parcel) consisting of thirteen (13) buildings as depicted on Attachment 3.
- Approximately 35,000 square feet of Commercial Space (Commercial Parcel) as depicted on Attachment 3.
- Approximately .79 acres of parkland will be dedicated to the City of Tamarac as depicted on Attachment 3.

Deposits:

- First Deposit - \$250,000 five (5) calendar days following the Effective Date and shall be released to the City subsequent to the conditions of Section 3.8 of the Ground Lease agreement being satisfied
- Second Deposit - \$750,000 on or before Commencement Date
- Both deposits shall be non-refundable following Commencement Date except upon a default of Landlord

Rent:

- \$100 per year in arrears on or before each anniversary of the Commencement Date.

Park:

- .79 acres of the site will be developed as a park, separated into two parcels as indicated on the conceptual site plan and will be released from the Ground Lease upon completion. Construction of the two parcels consists of grading, sodding and irrigation to be started no later than completion and a certificate of occupancy granted for the seventh building.
- Tenant shall be required to provide quarterly reporting of progress which will be the same reporting provided to lender thirty (30) days following the end of each quarter with a penalty of \$500 per day if not received.

Tamarac Village Community Development District:

- No later than 30 days following the Effective Date, Tenant shall be entitled to one member to be appointed to the board.
- No later than 30 days following the Commencement Date, Tenant shall be entitled to two additional seats on the board.

As noted above, the Tamarac Village Land Trust has ownership interest of the land for the sole beneficiary, the City of Tamarac. As the beneficiary of the Tamarac Village Land Trust, the City Commission will be authorizing the Trustee, Alan J. Polin, P.A. to execute the Ground Lease on behalf of the Trust.

Fiscal Impact:

Rent through mandatory option to purchase \$500.

City will receive all fees, including impact fees, building fees, and application fees. Estimated fees are approximately \$3, 300,000.

Sales Price, not including deposits – Minimum of \$14,896,530 for the Multi-Family Residential Property between 1 month to 30 months and \$21,000,000 at mandatory option date of 60 months following the Commencement Date for both Multi-Family and Commercial Properties together. If time to purchase is extended beyond 60 months, the same price incrementally increases at a compounding rate of 4.97% per annum along with an extension fee of \$250,000 per quarter for the first four quarters and \$1,000,000 per year for each year thereafter. The deposits are added to the sales price for total sales price.

The estimated value of total project by developer is \$100 million and at the current tax rate provides an estimated \$728,990 in additional tax revenue when completed.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2015_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING AND DIRECTING, ALAN J. POLIN, P.A. AS TRUSTEE UNDER THE TAMARAC LAND TRUST AGREEMENT DATED JULY 10, 2013 TO EXECUTE THE GROUND LEASE AGREEMENT, ATTACHED HERETO AS EXHIBIT "1", BY AND BETWEEN ALAN J. POLIN, P.A. AS TRUSTEE AND JKM TAMARAC VILLAGE, LLC; FOR THE PURPOSE OF DEVELOPING THE TAMARAC VILLAGE PROPERTY BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "1" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Tamarac has long had the vision of a Mixed-Use District, where residents would live, work and play; and

WHEREAS, In support of this vision, in 2005 the City Commission approved the first ever Mixed-Use District in the City; and

WHEREAS, The City of Tamarac has assembled seventeen properties ("Tamarac Village Lands") over a seven year period, beginning in 2006, in the Tamarac Village area which is located along NW 57th Terrace between Pine Island Road and NW 94th Avenue; and

WHEREAS, on June 10, 2013, the City Commission approved Resolution R-2013-77 establishing the Tamarac Land Trust, a Florida Land Trust, for the purpose of holding ownership of the Tamarac Village Lands, with the City of Tamarac as the sole beneficiary, in anticipation of the development of Tamarac Village; and

WHEREAS, on July 10, 2013, the City of Tamarac entered into a Florida Land Trust Agreement with Alan J. Polin, P.A. ("Trustee") to serve as Trustee for the Trust; and

WHEREAS, on September 10, 2013, the City of Tamarac transferred sixteen (16) properties to the Tamarac Land Trust, said properties located north of Commercial Boulevard along 57th Terrace between Pine Island Road and NW 94th Avenue; and

WHEREAS, on December 11, 2013, the City transferred one additional parcel into the Tamarac Land Trust; and

WHEREAS, Trustee took title to the Property in accordance with the provisions of Section 689.071, Florida Statutes and will hold the title in trust for the uses and purposes and subject to the terms and conditions of the Trustee Agreement; and

WHEREAS, On July 1, 2014, the City issued a Request for Proposal entitled MASTER DEVELOPER FOR PURCHASE AND DEVELOPMENT OF A MIXED USE CITY CENTER (AKA TAMARAC VILLAGE) with a response date of September 3, 2014. The City received one response that was deemed non-responsive; and

WHEREAS, Subsequent to the Request for Proposal, staff contact and met with various entities potentially interested in developing Tamarac Village; and

WHEREAS, Staff has negotiated a Ground Lease Agreement by and between Alan J. Polin, P.A. as Trustee of the Tamarac Land Trust and JKM Tamarac Village, LLC attached hereto as Exhibit "1", incorporated herein and made a specific part hereof,; and

WHEREAS, The City Manager, the Director of Financial Services and the Director of Community Development recommend that the Trustee of the Tamarac Land

Trust be directed to execute the Ground Lease Agreement by and between Alan J. Polin, P.A. as Trustee under the Tamarac Village Land Trust Agreement dated July 10, 2013; 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 authorize and direct the Trustee for the Tamarac Village Land Trust to execute the Ground Lease Agreement for the development of Tamarac Village attached hereto and incorporated herein as Exhibit "1".

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 upon adoption hereof and all exhibits referenced and attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: That Alan J. Polin, P.A. as Trustee for the Tamarac Village Land Trust is hereby authorized and directed, pursuant to this resolution and that certain Florida Land Trust Agreement between Alan J. Polin, P.A. dated July 10, 2013, to execute the Ground Lease Agreement by and between Alan J. Polin, P.A. as Trustee under the Tamarac Land Trust Agreement and JKM Tamarac Village, LLC, attached hereto and incorporated herein 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 or 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 _____, 2015.

ATTEST:

HARRY DRESSLER, MAYOR

PAT TEUFEL, CMC CITY CLERK

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

SAMUEL S. GOREN, CITY ATTORNEY

Draft Dated:

October 9, 2015

GROUND LEASE

BY
AND
BETWEEN

**ALAN J. POLIN, P.A., AS TRUSTEE UNDER THE
TAMARAC LAND TRUST AGREEMENT
DATED JULY 10, 2013**

AND

JKM TAMARAC VILLAGE, LLC,
A FLORIDA LIMITED LIABILITY COMPANY

REGARDING PROPERTY COMMONLY KNOWN AS

TAMARAC LAND TRUST PROPERTY

APPROXIMATELY +/- 22.0 ACRES OF VACANT LAND AND IMPROVEMENTS

LOCATED IN

TAMARAC, BROWARD COUNTY, FLORIDA

GROUND LEASE

THIS GROUND LEASE (this "Lease") is made as of October __, 2015, between Alan J. Polin, P.A., as Trustee under the Tamarac Land Trust Agreement dated July 10, 2013 ("Landlord"), and JKM Tamarac Village, LLC, a Florida limited liability company ("Tenant").

A. In consideration of the mutual agreements contained in this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain real property located in Tamarac, Broward County, Florida, and being more particularly described in Exhibit "A" attached to this Lease, together with all appurtenant easements, rights and privileges (the "Premises" or the "Property"). The Premises are leased subject to the following (the "Permitted Encumbrances"): (a) rights of the public in streets and highways adjoining the Property, if any; (b) zoning and building laws, ordinances, resolutions and regulations; (c) real estate taxes and assessments for public improvements which are not delinquent and not yet due and payable, (d) set back lines, easements, rights of way, encroachments, boundary line disputes and other matters which would be disclosed by an accurate survey and inspection of the Property; (e) all easements, rights of way, agreements, covenants and restrictions of record which are acceptable to Tenant; and (f) any reservations, exceptions or other conveyances of oil, gas, or other minerals as exist of record.

B. Subject to the terms and conditions of this Lease, Tenant intends to develop upon the Property a mixed-use, mid-rise, multi-family and lifestyle retail development (the "Project") anticipated to be based upon the conceptual site plan and related specifications set forth on Exhibit "B" (the "Conceptual Plan"), consisting of a parcel containing approximately 400 residential dwelling units (the "Residential Parcel") and a parcel containing approximately 35,000 square feet of commercial, retail, and/or restaurant space (the "Commercial Parcel"); although prior to the execution of this Lease and the performance of the inspections and investigations permitted hereby and the receipt by Tenant of all necessary governmental approvals which are a condition precedent to certain obligations under this Lease, neither the Residential Parcel nor the Commercial Parcel nor the exact composition thereof has been finally identified or legally described, and the Site Plan itself is merely a conceptual approximation of what Tenant anticipates may be the ultimate developed use of the Property. Upon receiving all necessary approvals in accordance with the terms of this Lease, it is anticipated that Tenant shall construct buildings and other improvements upon the Property (all such buildings and improvements constructed by Tenant or to be constructed by Tenant, but not any improvements existing as of the Effective Date of this Lease, are herein referred to as the "Improvements").

In consideration of the foregoing, of the covenants and provisions contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1. *Term*

- 1.1 Effective Date. The Effective Date of this Lease shall be the date upon which the last party to this Lease, be it Landlord or Tenant, fully executes it.

- 1.2 Commencement Date. Commencement Date shall mean the date thirty (30) calendar days subsequent to the date upon which the following conditions have been satisfied: (i) Tenant's site plan, as approved by the City Commission of the City of Tamarac, has become final and all appeal periods with respect thereto have expired, and (ii) the Property has been rezoned to "PD" or to such other designation as the City's revised municipal code shall designate as the zoning designation which will permit the Tenant's development of the Property substantially in accordance with the Conceptual Plan, and the determination of such rezoning shall have become final and all appeal periods with respect thereto shall have expired.
- 1.3 Term. Subject to the satisfaction of certain conditions set forth in this Lease, the terms and conditions of this Lease shall become effective upon the Effective Date, but the Term of this Lease (and Tenant's obligations in connection with the tenancy hereunder) shall not commence until the Commencement Date) and shall end upon the expiration of the ninety-ninth (99th) year following the Commencement Date, unless sooner terminated, including pursuant to the exercise of any option provided for under this Lease.

SECTION 2. *Payments*

2.1 Deposits.

- 2.1.1 First Deposit. Within five (5) calendar days following the Effective Date of this Lease, Tenant shall deposit with PG Law, as escrow agent ("Escrow Agent"), the sum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) ("First Deposit") which shall be held in Escrow Agent's IOTA trust account with Chase Bank, NA ("Trust Account") in accordance with the terms of this Lease. The First Deposit shall be refundable at any time prior to the expiration of the Site Analysis Period, for any reason or for no reason, upon any termination by either party in accordance with the terms of Section 3.3. Thereafter, the First Deposit shall be refundable only upon a default by Landlord under the terms of this Lease, which default continues beyond any applicable grace or cure period.
- 2.1.2 Second Deposit. On or prior to the Commencement Date, Tenant shall deposit with Escrow Agent the sum of Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) ("Second Deposit") which shall be held in the Trust Account in accordance with the terms of this Lease. The Second Deposit shall be refundable only upon a default by Landlord under the terms of this Lease prior to satisfaction of all of the conditions of Section 3.8, which default continues beyond any applicable grace or cure period.
- 2.1.3 Treatment of Deposits. At such time as all of the conditions of Section 3.8 have been satisfied, Tenant shall deliver written notice thereof to Landlord and to Escrow Agent. Escrow Agent shall, within five (5) business days after the date of such notice, deliver the Lease Deposits to Landlord, and as a result

thereof, the Lease Deposits shall thereafter be non-refundable for any reason other than as a result of a default by Landlord under this Lease.

- 2.2 Rent. Tenant shall pay Landlord as annual rent (the “Rent”) for the Property a payment of \$100.00, payable in arrears on or before each anniversary of the “Commencement Date”.

SECTION 3. *Site Analysis Period*

- 3.1 Deliveries. Promptly after the execution of this Lease, Landlord agrees to deliver to Tenant true and correct copies of any of the following documents and any other documents relating to the Property, if they exist, which are in Landlord’s possession:

- (a) All surveys of the Property showing the location of any improvements thereon and any easements encumbering the Property.
- (b) Soil, topographical, environmental and other reports relating to the Property.
- (c) All written contracts for repair, maintenance, garbage removal, concessions, vending, service contracts, and other services to be performed with respect to the Property.
- (d) All written leases, licenses, concessions, and tenancies with tenants occupying or having the right to occupy any portion of the Property, and Landlord’s written statement of any oral leases, licenses, concessions, and tenancies with tenants, licensees, concessionaires, or others occupying or having the right to occupy or use any portion of the Property.
- (e) All architectural drawings, engineering studies, plans, and specifications and contracts relating to any prior or contemplated construction activity relating to the Property.
- (f) All warranties and guaranties from any contractors, subcontractors, vendors, and suppliers relating to their performance, quality of workmanship, and quality of materials supplied in connection with the construction, manufacture, development, installation, and operation of any and all fixtures, equipment, items of personal property and improvements located in or used in connection with the Property.
- (g) Governmental approvals and permits, agreements relating to impact fees, and developer’s agreements.

To the extent that any of the foregoing Materials are assignable, Landlord shall assign the rights with respect to such Materials to Tenant, and, if requested by Tenant, Landlord shall cooperate with Tenant in seeking reliance letters or similar assurances from any professionals who prepared any of the Materials providing for Tenant to rely upon the information, opinions, and conclusions contained in the Materials.

- 3.2 Access. Landlord shall provide Tenant, together with Tenant's agents and representatives, complete access to any portion of the Property for the purpose of making a physical inspection of the Property to determine whether, in Tenant's sole and absolute discretion, the Property is suitable for Tenant's purposes. Such inspection may include, among other things, survey, site, engineering, appraisal, environmental and feasibility studies. Tenant hereby agrees to indemnify and hold harmless Landlord from and against any material loss, liability, damages, costs, or expenses incurred by Landlord as a result of the exercise of the right of inspection granted to Tenant under this paragraph.
- 3.3 Site Analysis Period. Tenant shall have the "Site Analysis Period" in which to ascertain whether the Property is acceptable to Tenant in order for Tenant to proceed with seeking approvals, permits and licenses necessary for the development of the Property in substantial conformance with the Conceptual Plan. "Site Analysis Period" shall mean the period commencing on the Effective Date of this Agreement and expiring on the date which is sixty (60) calendar days subsequent to the Effective Date. If the Property is determined to be unacceptable to Tenant in its sole discretion, Tenant shall notify the Landlord by providing written notice of its determination that the Property is unacceptable for its intended use no later than 5:00 p.m. Florida time on the final day of the Site Analysis Period, in which event the First Deposit shall be returned to Tenant, and neither party shall have any further rights or obligations hereunder.
- 3.4 Submittal Period. Tenant shall have the right, during the Site Analysis Period and throughout the term hereof, to seek and secure all approvals, permits and licenses ("Approvals") deemed by Tenant and Landlord to be necessary or advisable in connection with the development of the Property in accordance with the Site Plan ("Submittal Period"). Landlord agrees to execute such consents and other documents requested by Tenant and to otherwise cooperate with Tenant in obtaining all licenses, platting and zoning approvals, and other permits and governmental approvals as may be necessary or required for the development of the Property in accordance with the Site Plan and Tenant's intended use. Tenant's securing final and unappealable site plan approval in such form and upon such terms and conditions as it shall reasonably determine is a condition precedent to Tenant's further obligations hereunder. In connection with obtaining the Approvals, Tenant agrees to diligently pursue and make application for such Approvals as it shall determine are necessary, and agrees that complete applications with respect to site plan and zoning shall be made no later than Three Hundred Sixty-Five (365) calendar days from the Effective Date; for purposes of this Section 3.4, an application shall be complete if all items of documentation required by the applicable rules and regulations in order to make such application has been submitted, as reasonably determined in good faith by the applicable authority, even if it is subsequently determined by the applicable authority that additional information or documentation is required. Tenant and Landlord agree that time is of the essence with respect to their individual obligations and responsibilities regarding the seeking of Approvals, and if Tenant fails to submit complete applications with respect to site plan and zoning within Three Hundred

Sixty-Five (365) calendar days from the Effective Date, then the First Deposit shall immediately thereafter become non-refundable.

- 3.5 Grants. The City of Tamarac is entitled to certain grants to be received in connection with the development of the Property (the "Grants"), and the availability of such Grants is a material inducement to Tenant's desire to enter into this Lease and to develop the Property. During the Submittal Period, Tenant shall enter into a Construction Agreement with the City of Tamarac for infrastructure improvements for the fulfillment of the grants, upon such terms and conditions as Tenant and the City of Tamarac shall reasonably agree.
- 3.6 Tower. During the Submittal Period, with respect to the cell tower located upon the Property (including all of its associated structures and equipment, the "Tower"), Landlord shall obtain written confirmation from the Tower owner, or shall arrange for and/or obtain consent from the Tower owner, permitting the relocation and/or removal of the Tower to a location off of the Property (such confirmation or consent, the "Tower Consent"). Landlord shall be responsible for, and (to the extent not paid by the Tower owner) shall pay all costs associated with, the relocation and/or removal of the Tower (including all of its associated structures and equipment) to a location off of the Property in accordance with the Tower Consent, and such relocation and/or removal shall be completed within sixty (60) calendar days subsequent to the Submittal Period.
- 3.7 CDD. No later than thirty (30) calendar days from the Effective Date of this Lease, the Tenant shall be entitled to have one (1) individual of its choosing to be appointed to the Tamarac Village Community Development District Board of Supervisors. No later than thirty (30) calendar subsequent to the Commencement Date, the Landlord agrees that the Tenant shall be entitled to have two (2) additional individuals it shall designate appointed to the Tamarac Village Community Development District Board of Supervisors. The Landlord agrees not to oppose any of Tenant's proposed appointments and Landlord further represents that it will take all appropriate action necessary, including resignations, to effectuate and allow for the appointment to the Tamarac Village Community Development District Board of Supervisors of Tenant's designated individuals.
- 3.8 Lease Conditions. The terms and conditions of this Lease shall not become effective unless and until:
- (a) The Title Company is prepared to and will issue on the Commencement Date at Tenant's expense, the Leasehold Title Policy to Tenant insuring Tenant's leasehold interest in the Property, free and clear of all liens and encumbrances.
 - (b) Tenant has secured all Approvals in substantial conformance with the Site Plan.
 - (c) Landlord shall have obtained the Tower Consent, in such forms and upon such terms and conditions as Tenant shall determine in its reasonable discretion shall be necessary in order to proceed with the development of the Project;

- (d) Landlord and all other necessary parties shall have executed and delivered any and all documents necessary in connection with the Tower Consent;
 - (e) Tenant has negotiated and entered into a Construction Contract with the City of Tamarac, Florida for all infrastructure improvements required for the property related to the Grants.
- 3.9 Park. Tenant shall construct or otherwise provide for parks on two parcels of real property (together, the “Park Property”) consisting of an approximately 0.79 acre site, the general location of which is shown on **Exhibit B** and which are labeled the City of Tamarac Open Public Square, which location shall not be changed in any material respect without the prior written consent of Landlord, which consent shall not be unreasonably withheld if required as a condition to the receipt of any Approvals. Tenant shall complete construction of the Park Property (construction shall only include the installation of irrigation systems, grading, and sodding of the Park Property, and shall not include the construction or installation of any additional improvements, facilities, or landscaping) no later than the time when Tenant receives a certificate of occupancy for the seventh (7th) building with respect to the Residential Parcel (i.e., the completion of the first phase of development). Upon completion of the construction of the Park Property, Tenant and Landlord shall revise the legal description of the Property in order to exclude the Park Property (the “Park Property Release”).
- 3.10 Permitted Use. Tenant shall develop the Premises for a mixed use development comprised of retail, residential and park use and any other lawful use consistent with the City’s Land Development Regulations and as further defined in an approved Development Agreement in accordance with Florida Statutes sections 163.3220-163-3243, except to the extent otherwise agreed upon in connection with the Commercial Repositioning Option.
- 3.11 Bonds. Tenant shall use commercially reasonable efforts to cause Landlord to be named as an additional obligee (subordinate to any construction lender) on any payment or performance bond issued with respect to construction of improvements. Prior to the issuance of a building permit, Tenant will obtain a surety bond (a) for any and all improvements which may be required within dedicated rights of way and/or public facility easements, and (b) for all public works pursuant to section 255.05 Florida Statutes, as same may be amended from time to time.
- 3.12 Reports. Tenant agrees to provide Landlord with accurate and reasonably complete quarterly (during design and construction) written updates “Progress Reports” regarding its progress and construction activities in substantially the same form as provided to Tenant’s lenders and/or financial partners, including any third party reports (such as from engineers, etc.), but excluding any financial data, commencing on the first day of the month three (3) months subsequent to the Commencement Date. These reports shall be delivered to the Landlord or his designee. Thereafter, the Progress Reports shall be due on the 30th day of each calendar quarter (i.e., January 30, April 30, July 30, and October 30) on a quarterly basis. The provision of

information and materials under this Section is intended solely for informational purposes to allow Landlord to monitor the progress of Development and compliance with this Lease in an efficient fashion and not for purposes of consent or approval; in connection therewith, no more than once per calendar quarter following the delivery of any Progress Report, Landlord (or his designees) may arrange to review with Tenant certain additional information in support of the Progress Report. Any failure to timely provide a Progress Report shall result in Tenant owing, as additional rent, a fee in the amount of Five Hundred Dollars and 00/100 (\$500.00) per day until such time as Tenant has provided the applicable Progress Report; if applicable, Tenant shall promptly pay such amount following receipt of written request from Landlord for such payment.

SECTION 4. *Title and Title Insurance*

- 4.1 Title Commitment. During the Submittal Period, Tenant shall have the right to obtain, at Tenant's sole cost and expense, a commitment for an ALTA owner's title insurance policy in the amount of Twenty-One Million Dollars (\$21,000,000) (the "Title Commitment") issued by Escrow Agent, as agent on behalf of Chicago Title Insurance Company (the "Title Insurance Company"), together with a legible copy of each document described on Schedule B, Section II thereof.
- 4.2 Status of Title. In accordance with the Option afforded Tenant as set forth herein, Landlord agrees to convey the Property, and Tenant agrees to purchase the Property, free and clear of all liens and encumbrances other than any liens and encumbrances accepted or deemed accepted by Tenant under this Lease (the "Permitted Title Exceptions").
- 4.3 Review Period. Tenant shall have until the end of the Site Analysis Period to review the Title Commitment and notify Landlord of any objections Tenant may have to any title exceptions reported in the Title Commitment ("Title Defects"). Tenant shall notify Landlord in writing ("Title Objection Notice") specifying the Title Defects and the curative action required to render such matters acceptable to Tenant. Landlord shall have a period of thirty (30) calendar days to notify Tenant of Landlord's agreement or refusal to cure or remove the Title Defects prior to the Commencement Date. If Landlord does not agree within such thirty (30) calendar day period to cure or remove the Title Defects by the Commencement Date, Tenant may: (i) accept title to the Property as it then is without modification to the terms hereof or claim against Landlord therefore; or (ii) demand a refund of the Lease Deposits, which shall forthwith be returned to Tenant by Escrow Agent, and thereafter Tenant and Landlord shall be released from all further obligations under this Lease except those that specifically survive termination. If Tenant fails to demand a return of the Lease Deposits within five (5) calendar days after receipt of Landlord's notice or of Landlord's failure to provide such notice to Tenant, Tenant shall be deemed to have elected to accept title to the Property. If Landlord agrees to cure or remove a Title Defect prior to the Commencement Date, but Landlord fails to cure or remove such Title Defect prior to the Commencement Date, such failure shall be a default by Landlord and Tenant shall have the remedies set forth in Section 15.4 of this Lease or

Tenant shall have the right to terminate this Lease and receive a return of the Lease Deposits. Notwithstanding anything to the contrary in this Section 4.3, if title to the Property is unmarketable because of liens in a liquidated amount that can be released if satisfied by payment of money alone (and provided that such liens were caused by the action or inaction of Landlord and not by any action or inaction of Tenant or any failure of Tenant to comply with the terms of this Lease or to pay any amount required by this Lease to be paid by Tenant), then Tenant shall have the option to accept title to the Property as it then is and to have the Escrow Agent reserve a portion of the Lease Deposits such that, at the time of the Commencement Date, such liens shall be paid from the Lease Deposits, and the amount due Landlord shall be reduced by such amount, or Landlord shall remove the same by statutory permitted bond. Landlord agrees that Landlord shall use its best efforts to cure the Title Defect within the time limits set forth in this Lease. Notwithstanding the foregoing, Landlord agrees that Landlord shall pay all outstanding governmental or quasi-governmental assessments, and any outstanding judgments or liens against Landlord and/or the Property, including all penalties and interest, which existed prior to the Commencement Date as a result of any action or inaction by Landlord or any of its agents, employees, beneficiaries, contractors or invitees.

- 4.4 Additional Title Defects. If at any time subsequent to the delivery of the Title Commitment and prior to the Commencement Date, title to the Property is found to be subject to additional exceptions not revealed by the Title Commitment (“Additional Title Defects”), Tenant shall give written notice of such Additional Title Defects to Landlord no later than thirty (30) calendar days prior to the Commencement Date, or if discovered fewer than thirty (30) calendar days prior to the Commencement Date, then promptly upon discovery thereof. Any Additional Title Defects, other than those created by, through or under Tenant, shall be removed of record by Landlord and, if necessary, the Commencement Date shall be delayed by a period not to exceed sixty (60) calendar days to allow such removal. If such Additional Title Defects are not corrected within such sixty (60) calendar day period, then Tenant shall have the same options upon written notice from Landlord as Tenant has been granted in Section 4.3 as if Landlord did not cure such Title Defects. Notwithstanding the foregoing, if Landlord is responsible for causing such Additional Title Defects, Landlord shall be obligated to remove such Additional Title Defects.
- 4.5 Survey. During the Site Analysis Period, Tenant may obtain, at Tenant’s expense, a currently dated survey (the “Survey”) of the Property prepared by a Florida licensed surveyor certified to Tenant, Tenant’s attorney, Tenant’s lender, if any, and Title Company. If the Survey shows any easements, encroachments or other matters, any of which may impair Tenant’s proposed development or use of the Property, or affect marketability and/or insurability of the Property or that will prevent removal of the survey exception from the Title Commitment, the same shall be treated as a Title Defect and such Title Defect shall be governed by the provisions contained within Section 4.3 of this Lease.

SECTION 5. *Repair and Maintenance*

- 5.1 Tenant's Obligations. Tenant acknowledges that if, upon completion of the Site Analysis Period, Tenant delivers notice to Landlord that Tenant has determined that the Property is acceptable to Tenant, Tenant shall be deemed to have accepted the Property in its "as is" condition, subject, however, to those specific representations and warranties made by Landlord and Landlord's indemnification obligations set forth in this Lease Agreement. Throughout the Term, Tenant, at its sole cost and expense, shall keep and maintain all of the Property, including all of the Improvements, in good repair and condition and shall make all repairs, replacements and renewals, foreseen or unforeseen, ordinary or extraordinary, necessary to put or maintain the Property in such state of repair and condition; for the avoidance of doubt, Tenant shall have no obligations to maintain the Park Property after the date of the Park Property Release.
- 5.2 Landlord's Obligations. Landlord shall not be required to maintain, repair or rebuild all or any part of the Property (other than the Park Property from and after the date of the Park Property Release). Tenant waives the right to (a) require Landlord to maintain, repair or rebuild all or any part of the Property (other than the Park Property from and after the date of the Park Property Release), or (b) make repairs at the expense of Landlord pursuant to any legal requirement, contract, easement, covenant, condition or restriction at any time in effect. In addition, Tenant shall keep the Property in a safe and sanitary condition as required by all applicable governmental laws, codes, and regulations.

SECTION 6. *Compliance With Laws; Hazardous Waste*

- 6.1 Compliance with Laws. During the term hereof, Tenant shall comply with and cause the Property to be in compliance with (i) all laws, ordinances and regulations, and other governmental rules, orders and determinations, whether or not presently contemplated (collectively, "Legal Requirements") applicable to the Property or the uses conducted on the Property, (ii) the provisions of any insurance policies required to be maintained by Tenant with respect to the Property, and (iii) the terms of any easements, covenants, conditions and restrictions affecting the Property which are Permitted Encumbrances or are created after the date of this Lease. If any additions, alterations, changes, repairs or other work of any nature, structural or otherwise, shall be required or ordered or become necessary at any time during the Term because of any of these requirements, the entire expense of the same, irrespective of when the same shall be incurred or become due, shall be the sole liability of Tenant.
- 6.2 Hazardous Substances.
- 6.2.1 Compliance. Tenant shall not cause or permit any Hazardous Substance (as hereinafter defined) to be brought, kept or used in or about the Property by Tenant, its subtenants, agents, employees, contractors, or invitees except in commercial quantities similar to those quantities usually kept on similar premises by others in the same business or profession. Tenant shall store, use and dispose of such materials in compliance with all applicable federal, state and local laws, including, without limitation, Applicable Environmental Law

(as hereinafter defined). If any Hazardous Substance which is found, kept or brought on, in or under the Property during the Term is released or otherwise results in any contamination of the Property or any adjoining property or the air, soil, surface water or ground water, Tenant shall promptly take all actions, at its sole expense, as are necessary to return the affected area(s) to the condition existing prior to the introduction of any such Hazardous Substance, including, without limitation, any investigation or monitoring of site conditions or any clean up, remediation, response, removal, encapsulation, containment or restoration work required because of the presence of any such Hazardous Substance on, in or under the Property or any release or suspected release or threat of release of any such Hazardous Substance in the air, soil, surface water or ground water (collectively, the "Remedial Work"). Tenant shall obtain all necessary licenses, manifests, permits and approvals to perform the Remedial Work. Tenant shall perform all Remedial Work and the disposal of all waste generated by the Remedial Work in accordance with all Applicable Environmental Law.

6.2.2 Tenant Responsibility. Without limiting the generality of the foregoing or any other provision of this Lease, Tenant shall be solely and completely responsible for responding to, defending against and/or complying with any administrative order, request or demand relating to potential or actual contamination on the Property or release of any Hazardous Substance into any adjoining property or the air, soil, surface water or ground water, or third party claims (including the claims of current or future subtenants in the Property, or other tenants or subtenants in units or parcels adjoining or near the Property) for Remedial Work or for the costs of any such Remedial Work or for the costs of any such Remedial Work which the third-party claimant has undertaken, whether such order, request, demand or claim names Landlord, Tenant or both, or refers to the property in any way, except where the contamination was caused solely by Landlord. The responsibility conferred under this paragraph includes but is not limited to responding to such orders, requests, demands and claims on behalf of Landlord and defending against any assertion of Landlord's financial responsibility or individual duty to perform thereunder.

6.2.3 Tenant Acts. Tenant shall indemnify, save harmless and defend Landlord from and against any and all claims (including, without limitation, third party claims for personal injury or real or personal property damage), actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities, interest or losses (including, without limitation, diminution in value of the Premises and sums paid in settlement of claims, attorney's fees, consultant fees, expert fees and any fees and expenses incurred in enforcing this indemnity) incurred by, sought from or asserted directly or indirectly against Landlord during or after the Term as a result of the presence of any Hazardous Substance on, in or under the Property or any release of any Hazardous Substance into the air, soil, surface water or ground water, which Hazardous Substance was brought,

kept or used by Tenant in or about the Property at any time during the Term or any extension thereof. Tenant shall assume, pursuant to the foregoing indemnity, any liabilities or responsibilities which are assessed against Landlord in any action described under this Section 6.2.3 and under Section 6.2.2 above. Tenant shall provide to Landlord copies of all communications, filings or other writings, photographs or materials given to or received from any person, entity or agency in connection with any cleanup or Remedial Work conducted by Tenant, and shall notify Landlord of, and permit Landlord's representative to attend any meetings or oral communications relating thereto.

- 6.2.4 Landlord Acts. Subject to Section 768.28 of the Florida Statutes, Landlord shall indemnify, save harmless and defend Tenant and any member, manager, officer, director, partner or shareholder of Tenant from and against any and all claims (including, without limitation, third party claims for personal injury or real or personal property damage), actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities, interest or losses (including, without limitation, diminution in value of Tenant's leasehold estate and sums paid in settlement of claims, attorney's fees, consultant fees, expert fees and any fees and expenses incurred in enforcing this indemnity) incurred by, sought from or asserted directly or indirectly against Tenant during or after the Term as a result of the presence of any Hazardous Substance, which is brought, kept or used on, in or about the Property during the term of this Lease by Landlord, its agents, employees, contractors or invitees or which existed on, in, or about the Property as of the Effective Date.
- 6.2.5 Survival. The obligations of Tenant and the indemnities set forth in this Section 6 shall survive the termination or expiration of this Lease.
- 6.2.6 Notwithstanding the warranties set forth above, Landlord makes and shall make no warranty regarding the title to the Property except as to any warranties which will be contained in the instruments to be delivered by Landlord should the Tenant exercise the option to purchase the Property in accordance with this Lease, and Landlord makes and shall make no representation or warranty either expressed or implied (except as specifically set forth in the Lease) regarding condition, operability, safety, fitness for intended purpose, use, governmental requirements, development potential, utility availability, legal access, economic feasibility or any other matters whatsoever with respect to the Property. The Tenant specifically acknowledges and agrees that Landlord shall lease to the Tenant and Tenant agrees and acknowledges that it shall lease the Property on an "AS IS, WHERE IS, AND WITH ALL FAULTS" basis and that, except for the Landlord's representations and warranties specifically set forth in this Agreement, Tenant is not relying on any representations or warranties of any kind whatsoever, express or implied, from Landlord its agents, officers, or employees, as to any matters concerning the Property including, without limitation, any matters relating to (1) the quality, nature, adequacy, or physical

condition of the Property, (2) the quality nature, adequacy or physical condition of soils, fill, geology, or any groundwater, (3) the existence, quality, nature, adequacy or physical condition of utilities serving the Property, (4) the development potential, income potential, expenses of the Property, (5) the Property's value, use, habitability, or merchantability, (6) the fitness, suitability, or adequacy of the Property for any particular use or purpose, (7) the zoning or other legal status of the Property, (8) the compliance of the Property or its operation with any applicable codes, laws, rules, regulations, statutes, ordinances, covenants, judgments, orders, directives, decisions, guidelines, conditions, or restrictions of any governmental or quasi-governmental entity or of any other person or entity, including, without limitation, environmental person or entity, including without limitation, environmental laws, (9) the presence of Hazardous Materials (as defined herein) or any other hazardous or toxic matter on, under, or about the Property or adjoining or neighboring property, (10) the freedom of the Property from latent or apparent vices or defects, (11) environmental matters of any kind or nature whatsoever relating to the Property, (12) any development order or agreement, or (13) any other matter or matters of any nature or kind whatsoever relating to the Property.

6.2.7 Notwithstanding the disclaimers set forth in Section 6.2.6, during the term of this Lease, Tenant shall, and may peacefully have, hold and enjoy the Premises against all persons claiming by, through or under Landlord, subject to the other terms hereof, provided that Tenant pays all rent and other sums required under this Lease to be paid by Tenant and performs all of Tenant's covenants and agreements herein contained.

6.3 Hazardous Waste Definition. As used herein, the term "Hazardous Materials" means (i) those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances" or "solid waste" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §960 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S. C. §1801 et seq., or the Clean Water Act, 33 U.S.C. §1321 et seq., as amended, and in the regulations promulgated pursuant thereto; (ii) those substances listed in the United States Department of Transportation Table (49 CFR §172.101) or by the Environmental Protection Agency as "hazardous substances", "hazardous materials", "toxic substances" or "solid waste", (iii) such other substances, materials and wastes which are regulated, or classified as hazardous or toxic, under applicable local, state or federal laws, ordinances or regulations; and any material, waste or substance which is petroleum, asbestos, polychlorinated, biphenyls, flammable explosives or radioactive materials.

SECTION 7. *Mechanics' Liens*

7.1 Limitation of Lien Rights. Pursuant to Florida Statutes Section 713.10, any and all liens or lien rights shall extend to and only to the right, title, and interest of Tenant in the Project, Improvements, Property, and this Lease.

- 7.2 Impact of Liens on Landlord's Interest. The right, title, and interest of Landlord in the Property and this Lease shall not be subject to liens or claims of liens for improvements made by Tenant. Nothing contained in this Lease shall be deemed or construed to constitute the consent or request of Landlord, express or implied, by implication or otherwise, to any contractor, subcontractor, labor, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement of, alteration to the Property, , any Improvements, or any part thereof, nor as giving Tenant, any lender, subtenant, lessee, or sublessee any right, power or authority to contract for, or permit the rendering of, any services or the furnishing of materials that would give rise to the filing of any lien, mortgage, or other encumbrance against landlord's interest in the Property, or any part thereof, or against any assets of Landlord, or against Landlord's interest in any rent or other monetary obligations of Tenant under this Lease, or any other rights whatsoever with respect to this Lease.
- 7.3 Notice. Notice is hereby given, and Tenant shall cause all construction agreements entered into between Tenant and any general contractor or other contractor in privity with Tenant to provide that:
- (a) Landlord shall not be liable for any work performed or to be performed at the Property, or any part thereof, for Tenant, any lender, subtenant, lessee, or sublessee, or for any materials furnished or to be furnished to the Property, or any part thereof, for any of the foregoing; and
 - (b) No mechanic's, laborer's, vendor's, materialmen's, or other similar statutory lien for such work or materials shall be attached to or affect Landlord's interest in the Property, or any part thereof, or any assets of Landlord, or any interest of Landlord's in any rent or other monetary obligations of Tenant under this Lease, or any other rights whatsoever with respect to this Lease.
- 7.4 Contesting Liens. If Tenant desires to contest any such lien prohibited by this Section 7, it shall notify Landlord of its intention to do so within ten (10) business days after the filing of such lien. In such case, Tenant, at Tenant's sole cost and expense, shall protect Landlord by a good and sufficient bond against any such lien in any cost, liability, or damage arising out of such contest. The lien, if Tenant timely provides the bond described above, shall not be considered a default hereunder. In the event of any such contest, Tenant shall protect and indemnify Landlord against all loss, expense and damage resulting therefrom.
- 7.5 Restatement. The terms of this Section 7 will be restated in the Memorandum of Lease in sufficient detail to satisfy the requirements of Section 713.10, Florida Statutes.

SECTION 8. *Payment of Costs Regarding the Property*

- 8.1 Taxes; Assessments; etc. This Lease is a triple net lease. Accordingly, Tenant shall pay, prior to delinquency: any and all taxes, assessments, levies, fees, fines, penalties

and all other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen subsequent to the Effective Date, which are during the Term hereof imposed or levied upon or assessed against (a) the Property, (b) the Improvements on the Property, or (c) this Lease, the leasehold estate hereby created or which arises in respect of the operation, possession or use of the Property. Tenant shall deliver to Landlord proof of payment of taxes required to be paid by Tenant hereunder. If Tenant fails to pay any of the foregoing before they become delinquent, Landlord, after notice to Tenant, may pay such delinquent taxes, assessments, levies, fees, fines, penalties and governmental charges, and all expenditures and costs incurred thereby shall be payable as additional rent hereunder within Thirty (30) calendar days after such notice to Tenant. If the Premises or any portion thereof are included in a tax parcel with other properties, Tenant shall be responsible for only that portion of taxes and assessments allocated to the Premises, as determined in Landlord's reasonable judgment. Landlord shall furnish to Tenant copies of tax bills together with statements of the amount due from Tenant. Tenant shall pay these amounts to Landlord within Thirty (30) calendar days after receipt of Landlord's statement. Tenant's obligations under this Section shall survive the expiration or termination of this Lease. Tenant may, if it desires, contest the validity or amount of any such tax, in which event, Tenant shall pay to the applicable taxing authority at least the minimum amount required in order to contest such tax obligation, in which case Tenant may subsequently seek a refund upon a favorable determination or shall otherwise remit to the applicable taxing authority the unpaid balance, if any, following an unfavorable determination. Tenant shall not be deemed in default under this Lease during the pendency of any contest with respect to any tax which is the subject of such contest.

- 8.2 Utilities. Tenant, at its sole cost and expense, shall obtain and promptly pay for all utility services furnished to or consumed on the Property, including, but not limited to, electricity, gas, water, sewer, heat, telephone, cable, internet, telecommunication, garbage collection, and all charges related to any of these services.
- 8.3 Triple Net Lease. This Lease is a "triple net" lease. Tenant shall pay all rent and all other charges due under this Lease without notice or demand and free from any charges, taxes, assessments, impositions, claims, damages, expenses, deductions, set-offs, counterclaims, abatements, suspensions or defenses of any kind. It is the intention of the parties that the obligations of Tenant shall be separate and independent covenants, that the rent and all other charges payable by Tenant shall continue to be payable in all events, and that the obligations of Tenant shall continue unaffected unless the requirement to pay or perform the same shall have been terminated or modified pursuant to an express provision of this Lease. Except as otherwise specifically provided in this Lease, Tenant shall pay and be responsible to Landlord for all costs, expenses, obligations, liabilities and acts necessary to and for the proper use, operation, maintenance, care and occupancy of the Property.

SECTION 9. *Insurance*

- 9.1 Liability Insurance. As of the Effective Date, Tenant shall provide and keep in force, at its sole cost and expense, with responsible insurance companies reasonably acceptable to Landlord, comprehensive general liability insurance covering the Property and providing coverage with maximum limits of liability of not less than One Million Dollars (\$1,000,000) for personal injury to or death of any one person, Two Million Dollars (\$2,000,000) for personal injury to or death of any group of persons as a result of one accident, and One Million Dollars (\$1,000,000) for property damage. Such policy shall name Landlord as an additional insured.
- 9.2 Casualty Insurance. Tenant, at its sole expense, shall keep all Improvements on the Premises insured against loss by fire and all of the risks and perils usually covered by an "all risk" endorsement to a policy of fire insurance upon property comparable to the Improvements, including vandalism and malicious mischief endorsements, in an amount equal to at least eighty percent (80%) of the replacement cost of the Improvements. Tenant shall furnish to Landlord evidence of coverage and any renewals or replacements of this insurance. Landlord shall be named an additional insured under this policy. Landlord, however, waives all rights and disclaims any interest in any insurance adjustments and settlements with respect to damage to the Improvements unless this Lease is terminated, in which event the proceeds shall be paid to Landlord.
- 9.3 Evidence of Insurance. Prior to Tenant taking possession of the Premises, Tenant shall provide satisfactory evidence of all required insurance to Landlord, in the form of either: (a) a certificate of insurance; or (b) a certified copy of the actual insurance policy. All insurance policies must specify that they are not subject to cancellation or non-renewal without a minimum of Ten (10) calendar days of notification to Tenant. Tenant shall, in addition to any other obligation to indemnify the Landlord and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Landlord, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Tenant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the obligations under the Lease; or b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Tenant in the performance of the obligations under the Lease; or c). liens, claims or actions made by the Tenant or any subcontractor under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the Landlord to enforce this Lease shall be borne by the Lessee.
- 9.4 Upon expiration of this Lease, or the completion of all obligations and duties provided for in this Lease, or in the event of termination of this Lease for any reason, the terms and conditions of this Article shall survive indefinitely.

- 9.5 The Tenant shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- 9.6 Landlord reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all reasonable costs and fees associated therewith shall be the responsibility of Tenant under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive Landlord's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.
- 9.7 The Tenant shall insure that it provides all insurance coverages as required in the Insurance Requirements which is attached hereto as **Exhibit "D"**, and incorporated herein by reference. At all times during the term of this Lease, Tenant shall at a minimum maintain the coverages described on Exhibit "", but if the coverages required by any mortgage lender to Tenant are more comprehensive or require higher policy limits, then this Lease shall be deemed to require the types of coverage and limits then required by Tenant's mortgage lender.
- 9.8 The Tenant shall maintain such insurance in full force and effect during the term of this Lease, including any renewal terms. The Tenant shall provide to the Landlord's Risk Manager current certificates of all insurance required under this section prior to beginning any work under this Lease. No material change or cancellation of any policies shall be made by the Tenant unless the Tenant has first provided the Landlord with written notice of the change or cancellation no less than thirty (30) calendar days prior to the effective date of cancellation or change.
- 9.9 Tenant shall provide that the insurance company issuing the insurance policy or policies shall not have the right of subrogation against the Landlord. On or before the Commencement Date of this Lease, and thereafter not less than fifteen (15) calendar days prior to the expiration dates of said policy or policies, Tenant shall provide copies of policies or certificates of insurance evidencing coverages required by this Lease. The insurance required under this Lease shall be issued by insurance companies authorized to do business in the State of Florida with a financial rating of at least an "A-VII" as rated in the most recent edition of Best's Insurance Reports or a rating agency of equal legal and business strength and reputation (the "Insurance Period").
- 9.10 Tenant shall indemnify and save the Landlord harmless from any claim, damage, loss, or suit resulting to the Landlord, its agents, employees, officials, and representatives as a result of Tenant's or any of its subcontractors failure to obtain or maintain such insurance.
- 9.11 Tenant shall be responsible for the payment of all deductibles and self-insurance retentions. The Landlord may require that the Tenant purchase a bond to cover the full amount of the deductible or self-insured retention.

- 9.12 Any covered or insured loss shall be payable notwithstanding any act or negligence of the Tenant, or the Landlord, which might otherwise result in the forfeiture of said insurance.
- 9.13 The amounts of insurance coverage required herein shall be reviewed on an annual basis to ensure insurance coverage required hereunder satisfies all legal requirements imposed upon Landlord or otherwise, and to ensure that Tenant has insurance in place which satisfies at a minimum the requirements attached hereto as **Exhibit "D"**, or such additional coverages and/or higher policy limits as may then be required by any mortgage lender to Tenant.
- 9.14 Tenant shall maintain at all times insurance covering all of the items included in Tenant's improvements, infrastructure, appurtenances, and related trade fixtures and personal property, from time to time in or upon the Property, and alterations, additions or changes made by Tenant in an amount not less than eighty (80%) percent of their full replacement cost as determined from time to time by the Landlord during the Term, providing protection against vandalism and malicious mischief.

SECTION 10. *Financing*

- 10.1 Tenant's Financing. Tenant shall have the right during the Term to subject the Improvements and Tenant's leasehold interest in the Premises to one or more mortgages, deeds of trust, assignments of lease, security agreements or other methods of financing or refinancing (a "Mortgage," any holder of which is called a "Mortgagee"), or to any one or more extensions, modifications or renewals or replacements of a Mortgage. Tenant shall immediately notify Landlord in writing of the name and address of any Mortgagee.
- 10.2 At such time as Tenant receives a loan commitment or other evidence of a loan which it intends to accept, Tenant shall provide to Landlord within Ten (10) days of Landlord's written request a copy of such loan commitment or other evidence.

SECTION 11. *Rights of Mortgagee*

- 11.1 Notice to Mortgagee. If Tenant shall be in default under this Lease, and the applicable grace period for cure by Tenant shall have expired, Landlord shall send a copy of the written notice of the default to Mortgagee at its address as provided in writing to Landlord by Tenant. Mortgagee shall have thirty (30) calendar days after delivery of the written notice from Landlord within which to cure or remove the default, and if the default cannot with diligence be cured within the thirty (30) calendar day period, then Mortgagee shall have a reasonable time thereafter but not to exceed sixty (60) calendar days to effect such cure, provided that Mortgagee promptly commences to cure the same and thereafter pursues the curing of the default with diligence. Notwithstanding any other provision of this Lease, at any time when any Mortgage is in effect, Landlord shall not have any right pursuant to this Lease or otherwise to terminate this Lease due to Tenant's default unless Landlord shall have first given a copy of the written notice of default to Mortgagee and unless Mortgagee

shall have failed to cure or remove, or cause to be cured or removed, the default, within the time required by this Section 11.

- 11.2 Acceptance of Cure. Subject to the terms of an agreed upon subordination agreement between Landlord and any Mortgagee, Landlord will accept a timely and complete performance by Mortgagee of any covenant, agreement or obligation of Tenant contained in the Lease with the same effect as though performed by Tenant.
- 11.3 New Lease. If this Lease is terminated for any reason, including, but not limited to any termination following Mortgagee's failure to cure a default as permitted in Section 11.1, or in the event of the rejection or disaffirmance of this Lease pursuant to bankruptcy laws or other laws affecting creditors' rights, Landlord will enter into a new lease of the Property with Mortgagee, or with any affiliated party of Mortgagee designated by the Mortgagee, within 30 days after the request of Mortgagee referred to below. The new lease shall be effective as of the date of termination, rejection or disaffirmance of this Lease and shall be upon the same terms and provisions contained in this Lease (including the amount of rent and other sums due from Tenant hereunder and including all rights and obligations with respect to the Option described herein). In order to obtain a new lease, Mortgagee must make a written request to Landlord for the new lease within 30 days after Mortgagee is notified of the effective date of termination, rejection or disaffirmance of the Lease, as the case may be, and the written request must be accompanied by a copy of the new lease, duly executed and acknowledged by Mortgagee or the affiliated party of Mortgagee designated by Mortgagee as tenant. In addition, Mortgagee shall cure all defaults under the Lease that can be cured by the payment of money and pay to Landlord all rent and other sums that would have been due and payable by Tenant under this Lease but for the rejection, disaffirmance or termination. Any new lease made pursuant to this Section 11.3 shall be senior and superior to any other encumbrances on the Property. Mortgagee's rights under this Section 11.3 are in addition to, and not limited by, Mortgagee's right to cure under Section 11.1. From the effective date of termination, rejection or disaffirmance of this Lease to the date of execution and delivery of such new lease or the expiration of the period during which Mortgagee may make a request, Mortgagee may, upon payment of the rent and any other sums as may be due from Tenant, use and enjoy the leasehold estate created by this Lease without hindrance by Landlord.
- 11.4 Delay for Foreclosure. If Landlord has given Mortgagee notice of Tenant's default under Section 11.1 and Mortgagee desires to cure Tenant's default but is unable to do so while Tenant is in possession of the Property, or if Landlord has elected to terminate this Lease and Mortgagee desires to obtain a new lease pursuant to Section 11.3 but has not yet acquired Tenant's leasehold interest in this Lease, then Mortgagee shall have the right to postpone the specified date for effecting a cure of this Lease but in no event shall that postponement exceed Ninety (90) calendar days or obtaining a new lease for a period reasonably sufficient to enable Mortgagee or its designee to acquire Tenant's interest in this Lease by foreclosure of its Mortgage or otherwise, as long as Mortgagee pays Landlord the rent and other sums due under this Lease during the postponement. Mortgagee shall exercise the right to extend the cure

period or the date for obtaining a new lease by giving Landlord written notice at least three (3) calendar days prior to the last date that Landlord would otherwise be entitled to elect a cure or obtain a new lease and by tendering to Landlord any rent and other charges then in default.

- 11.5 No Surrender. If any Mortgage is in effect, Landlord will not accept a voluntary surrender of this Lease.
- 11.6 Obligations regarding Covenants. The provisions of this Section 11 are for the benefit of Mortgagee and may be relied upon and shall be enforceable by any Mortgagee. Neither Mortgagee nor any other holder or owner of the indebtedness secured by the Mortgage or otherwise shall be liable upon the covenants, agreements or obligations of Tenant contained in this Lease, unless and until Mortgagee or that holder or owner acquires the interest of Tenant.
- 11.7 Certain Conditions; Rights of Landlord. In order for any Mortgagee to be entitled to the benefits provided by this Section 11.7, the Mortgagee must expressly agree in a written agreement with Landlord in recordable form as follows: (i) that the Mortgagee will give Landlord notice of any default by Tenant under such Mortgage, and that Landlord will have the option, but not the obligation, to exercise either of the following rights within thirty (30) calendar days after receipt of such notice: (A) Landlord may cure said default within such 30-calendar day period if it shall so choose, unless such default is of such a nature that it cannot be completely cured within such 30-calendar day period, in which event Landlord shall have such longer period as shall be reasonably necessary to cure such default if Landlord shall so choose, provided Landlord commences such cure with such 30-day period and thereafter diligently prosecutes such cure to completion, or (B) Landlord may purchase the outstanding loan secured by the Mortgage and all related documents by giving the Mortgagee written notice of its intent to do so within such 30-day period; (ii) the purchase price for the loan shall be the total of (A) the outstanding principal balance of the loan as accelerated, (B) all accrued but unpaid interest, (C) all costs incurred by Mortgagee in connection with any of its attempts to collect the loan and enforce its remedies, including reasonable attorneys' fees and other costs in connection with preparation for foreclosure, and (D) all other amounts due and owing under the loan documents; provided, however, the purchase price shall not include any prepayment penalties or fees; and (iii) the transfer of the loan to Landlord will be without recourse. Tenant hereby consents to any cure by Landlord of any default by Tenant under a Mortgage. Tenant shall reimburse Landlord for all payments, costs and expenses made, paid or incurred, together with interest thereon (which payments costs, expenses and interest shall be considered additional rent hereunder), by Landlord in connection with the cure of any such default or the acquisition of any loan by Landlord, including attorney's fees, immediately upon receipt of Landlord's written demand for reimbursement.

SECTION 12. *Casualty*

- 12.1 Duty to Repair. Except as otherwise provided in this Section 12 and subject to the terms and conditions of any Mortgage, if the Improvements or any part thereof shall be damaged or destroyed by any casualty or cause whatsoever, Tenant shall within five (5) calendar days after Tenant becomes aware that any casualty to the Improvements or any part thereof is of a material nature give written notice thereof to Landlord, and Tenant shall be responsible to restore, repair, or rebuild the Improvements to substantially the same condition that existed prior to such damage or destruction. Tenant shall commence reconstruction, repair, restoration, or rebuilding of the damaged or destroyed portion within thirty (30) calendar days following the later to occur of (i) the date when Tenant may commence repairs on the damaged Improvements after having satisfied all requirements with respect to the inspections and investigations required in connection with the claims procedures required by any insurer in connection with any applicable insurance policies, and (ii) receipt of all permits and approvals required to be obtained from applicable authorities in connection with the restoration of the Improvements, and thereafter Tenant shall diligently pursue the same to completion.
- 12.2 Tenant's Election to Terminate. In case of any damage or destruction occurring in the last 10 years of the Term or the renewal term rendering the project untenable, Tenant may, at Tenant's option, by notice in writing given Landlord within thirty (30) calendar days after the occurrence of such damage or destruction, elect to terminate this Lease. This Lease shall then terminate on the date specified in the notice, except as provided below and except with respect to obligations and liabilities of Landlord and Tenant under this Lease that have arisen on or before such date of termination. In the event of termination, the insurance proceeds payable in connection with the damage or destruction of the Improvements shall be payable to the Mortgagee in the event that a Mortgage is in effect, with the balance payable to Landlord. In no event shall Landlord be entitled to any proceeds or compensation awarded for Tenant's lost profits under any policy of insurance maintained by Tenant. Upon this termination, regardless of the amount of proceeds available, Tenant shall satisfy and cause to be released any mortgages (including any Mortgage), liens or other encumbrances placed or suffered to be placed on the Premises by Tenant. In addition, Tenant shall do any work (e.g. demolition) necessary that the Premises will be surrendered to Landlord in safe and proper condition.
- 12.3 Landlord's Election to Terminate. Tenant's failure to commence its repair, restoration, rebuilding, or reconstruction of the Improvements in accordance with this Section 12, shall, unless such failure is due to circumstances which are beyond the control of Tenant, be deemed a default under this Lease.
- 12.4 Payment of Proceeds. Subject to the terms and conditions of any Mortgage, all insurance proceeds paid on account of such damage or destruction, less the reasonable cost, if any, incurred in connection with adjustment of the loss and the collection thereof, shall be paid to Tenant and are to be applied solely to the payment of the costs of the aforesaid restoration, repair, rebuilding or reconstruction, including the cost of temporary repairs or for the protection of property pending the completion of permanent restoration, repairs, rebuilding, or reconstruction. Following completion

of the restoration or repair work, any balances of the insurance money paid to Tenant shall be retained by Tenant.

- 12.5 No Abatement. No destruction of or damage to the Improvements by fire or any other casualty or cause shall relieve Tenant from any term or provision of this Lease. Except as set forth herein, Tenant waives any rights now or hereafter conferred upon it by statute or other applicable law to terminate or surrender this Lease or the Improvements or any part thereof, or to any suspension, diminution, abatement or reduction of rent on account of any such destruction or damage. If the Improvements shall be damaged or rendered wholly or partially untenable by fire or other casualty during the Term, no rent shall abate during such period, whether the Property is tenable or not.

SECTION 13. *Condemnation*

- 13.1 Participation in Proceedings. In the event that the Premises in whole or in any part, shall be taken in condemnation proceedings or by exercise of any right of eminent domain or by agreement between Landlord, Tenant, and those authorized to exercise such right (any such matters being herein referred to as a "Taking"), Landlord, Tenant, and any person having an interest in the award or awards, including, without limitation, any Mortgagee, shall have the right to participate in any such condemnation proceedings or agreement for the purpose of protecting their interests hereunder. Each party so participating shall pay its own expenses therein.
- 13.2 Effect of Taking; Termination of Lease. If at any time during the Term or the renewal term of this Lease there shall be a Taking of substantially all of the Premises, this Lease shall terminate and expire on the date of such Taking. For the purpose of this Article, "substantially all of the Premises" shall be deemed to have been taken if the Taking would result in fifty-one percent (51%) or more of the Improvements being removed or rendered unusable, or if the portion of the Improvements so taken, in Tenant's reasonable judgment, would render the remainder of the Improvements insufficient for the economic and feasible operation thereof by Tenant.
- 13.3 Allocation of Proceeds. Any award or compensation paid on account of any Taking shall be paid to Tenant; provided, however, to the extent such award or compensation is required to be paid to a Mortgagee pursuant to a Mortgage, Tenant's share of such award or compensation shall be paid to such Mortgagee.
- 13.4 Continuation of Lease After Taking. If any Taking shall not be of substantially all of the Premises, this Lease shall continue after any such partial Taking and shall remain unaffected, except that Tenant shall commence the restoration work in the time-frame specified below and diligently pursue the same to completion. Tenant shall commence the restoration work within thirty (30) calendar days following its receipt of the condemnation award and all permits and approvals required to be obtained by applicable authorities in connection with the restoration of the Improvements, and thereafter Tenant shall diligently pursue the same to completion.

- 13.5 Taking of Lesser Interests. In the event of the Taking of an easement or any other taking which shall be of an interest or estate in the Premises less than a fee simple, as a result of which the Premises shall be insufficient for the economic and feasible operation thereof by Tenant, this Lease shall terminate and expire with the same force and effect as in the case of a Taking pursuant to Section 13.2 hereof. Otherwise, such Taking shall be deemed insufficient to terminate this Lease, and the division of the award shall be governed by Section 13.3 hereof. For purposes of this Section, any change of grade of a roadway on which the Premises abuts, to the extent that such change impairs Tenant's use of the Premises and requires Tenant to make changes to the Premises to restore such use, shall be deemed a partial Taking subject to this Section 13, and any recovery as a result of the same shall be paid to Tenant to the extent provided in this Section 13 for restoration costs.

SECTION 14. *Assignment; Subletting*

- 14.1 Restriction. Except for any assignment or subletting permitted pursuant to this Lease, Tenant shall not assign this Lease or sublet all or any portion of the Premises (other than residential or commercial leases of all or any portion of the Improvements entered into in the ordinary course of Tenant's business) unless and until Tenant shall first obtain Landlord's prior written consent, which consent shall not be unreasonably withheld but may be conditioned upon such assignee having financial resources that are comparable to or more substantial than those of the Tenant.
- 14.2 Continuing Liability. In the event of any assignment of this Lease or sublease of all or a portion of the Premises, Tenant shall not be relieved from liability for any of the obligations hereunder without Landlord's written consent, which shall not be unreasonably withheld.

SECTION 15. *Defaults; Remedies*

- 15.1 Default. If one or more of the following events ("Defaults") shall happen and be continuing: (a) Tenant fails to pay within five (5) calendar days of when due any amount to be paid under this Lease by Tenant and the failure continues for ten (10) calendar days after written notice from Landlord; (b) Tenant fails to perform or observe any other covenant or condition to be performed or complied with by Tenant under this Lease, and the failure continues for ten (10) calendar days after written notice by Landlord to Tenant; or, if the default complained of is not a monetary default and is of such a nature that it cannot reasonably be completely cured or remedied within such ten (10) calendar day period, Tenant fails to commence to cure the default during the ten (10) calendar day period, or does not thereafter diligently prosecute such remedy or cure to completion; (c) Tenant files or there is filed against Tenant a petition in bankruptcy or a petition or answer seeking reorganization under the Federal Bankruptcy Code or any other applicable statute; or (d) an order is entered adjudicating Tenant a bankrupt or approving an involuntary petition seeking a reorganization of Tenant under the Federal Bankruptcy Code or any other applicable statute or appointing a receiver, trustee or conservator for all or any substantial part of the property of Tenant, and the order is not vacated or stayed within ninety (90)

calendar days of entry; then, and in any of those events (but subject to the provisions of Section 15.3 below), Landlord shall have the right, at its option, then or at any time while the default continues, to give a written notice specifying a date on which this Lease shall terminate, and on that date, subject to the provisions of this Section relating to the survival of Tenant's obligations, this Lease shall terminate; provided, however, that Tenant shall have the right to nullify Landlord's termination by curing the default prior to the termination date set forth in Landlord's notice.

- 15.2 Damages. In the event of any default and recovery of possession of the Property by Landlord, whether or not this Lease is terminated by Landlord, Landlord shall have the right, at its option and as liquidated and agreed damages (and not as a penalty) due to the difficulty of ascertaining actual damages to collect not only the fixed annual rent but an amount payable as additional rent equal to the debt service related to the Property incurred by the Landlord for every day of Tenant's default. Landlord and Tenant agree that such additional rent shall be deemed to be Landlord's best estimate of the damages which will be incurred by Landlord as a result of Tenant's default. The parties agree that it would be impracticable and extremely difficult to ascertain the actual damages suffered by Landlord as a result of Tenant's failure to complete the transactions contemplated pursuant to this Lease, and that under the circumstances existing as of the date of this Lease, the liquidated damages provided for in this Section represent a reasonable estimate of the damages which Landlord will incur as a result of such failure. The parties acknowledge that the payment of such liquidated damages is not intended as a forfeiture or penalty under any legal or equitable theory, but is intended to constitute liquidated damages to Landlord.
- 15.3 Right to Cure Defaults. If Tenant shall fail to make any payment of taxes, assessments or other charges, maintain required insurance coverages, or perform any other act required to be made or performed under this Lease, Landlord, without waiving or releasing any obligation or default, may (but shall be under no obligation to) following reasonable prior written notice to Tenant, make the payment or perform the act for the account and at the expense of Tenant. All sums so paid by Landlord shall constitute additional rent and shall be paid by Tenant to Landlord on demand, together with interest thereon from the date said funds were advanced at a rate equal to the lower of (i) eighteen percent (18%), or (ii) the highest rate permissible at law.
- 15.4 Tenant Remedies. Notwithstanding anything to the contrary in this Lease, if Landlord defaults on its obligations hereunder to convey to Tenant possession of the leasehold interest contemplated by this Lease in accordance with the terms of this Lease, Tenant shall have all remedies at law or in equity, including, but not limited to, the remedy of specific performance.

SECTION 16. *Quiet Enjoyment*

- 16.1 Tenant's Right to Quiet Enjoyment. Tenant, upon paying all rent and other charges provided for, and upon observing and keeping all covenants, agreements and conditions of this Lease to be kept on its part, shall quietly have and enjoy the Premises during the term of this Lease without hindrance or molestation by anyone

claiming by, through or under Landlord; subject, however, to the exceptions, reservations and conditions of this Lease.

- 16.2 Waste. Tenant shall not permit, commit, or suffer waste or impairment of the Project, or any part thereof; provided, however, demolition of existing improvements on the Property existing on the Commencement Date shall not constitute waste.
- 16.3 Surrender. At the expiration or earlier termination of the Term, Tenant shall yield the Property to Landlord in good order and repair. Except as otherwise provided in this Lease, the Improvements and any other leasehold improvements shall become the sole property of Landlord at the expiration of the term without any compensation to Tenant. By expiration or earlier termination of this Lease, Tenant (and any tenant of any of the Improvements) may remove any of Tenant's (or any such tenant's) trade fixtures, furniture, furnishings, and other personal property from the Property, and Tenant shall repair any damage which may result to the Property from such removal. In the event Tenant fails to remove those items, the items shall be deemed abandoned and shall be the property of Landlord. On or before the expiration or termination of this Lease, Tenant shall cause any mortgages, deeds of trust, liens or encumbrances created by, through or under Tenant to be fully released and discharged.
- 16.4 Landlord's Right of Entry. Tenant shall permit Landlord and its authorized representatives to enter the Premises during ordinary working hours on business days, in each case upon at least twenty-four hours prior notice to Tenant, for the purpose of inspecting the same; provided, however, that due to the dangerous nature of the construction sites resulting from construction of the Improvements upon the Property, Landlord shall at no time enter upon the Property without being accompanied by a representative of Tenant.

SECTION 17. *Estoppel Certificate*

- 17.1 Estoppel Certificate. Landlord or Tenant shall at any time and from time to time upon not less than ten (10) calendar days' prior written notice from the other party execute, acknowledge and deliver to the requesting party a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the dates to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to the requested party's knowledge, any uncured defaults on the part of the requesting party hereunder, or specifying such defaults if any are claimed. Such estoppel certificate shall act to estop the issuer from asserting a claim or defense against any bona fide prospective purchaser, subtenant, assignee, or encumbrancer of all or any portion of the Premises or the real property of which the Premises are a part to the extent that such claim or defense is based upon facts known to the issuer as of the date of the estoppel certificate which are contrary to the facts contained therein, and such bona fide purchaser, subtenant, assignee, or encumbrancer has acted in reasonable reliance upon such estoppel certificate without knowledge of facts to the contrary. The issuance of an estoppel certificate shall in no event subject the issuer to any liability

for the negligent or inadvertent failure of the issuer to disclose correct and/or relevant information, nor shall such issuance be construed to waive any rights of the issuer to challenge acts committed by the other party for which approval by the issuer of the estoppel certificate was required but not sought or obtained. Subject to the foregoing, the requested party's failure to deliver such statement within such time shall be conclusive upon such requested party (i) that this Lease is in full force and effect, without modification except as may be represented by the requesting party, (ii) that there are no uncured defaults in the requesting party's performance known to the requested party except as noted therein, and (iii) that not more than one year's rental has been paid in advance unless otherwise stated.

- 17.2 SNDA. Upon a request by Landlord, this Lease, and Tenant's rights hereunder shall be subject and subordinate to the lien of any mortgages or deeds of trust or other similar instrument that may now exist or may hereafter be placed upon the Property and all renewals, replacements, and extensions thereof provided the holder of such mortgage or deed of trust shall execute and deliver a Subordination, Non-Disturbance and Attornment Agreement in recordable form mutually acceptable to the parties thereto.

SECTION 18. *Non-Subordination of Landlord's Interest*

- 18.1 Non-Subordination of Landlord's Interest. Notwithstanding any provision in this Lease to the contrary, Landlord's fee interest in and ownership of the Property and Landlord's rights and interest in this Lease (including, without limitation, the rights to rents, public charges, and other monetary obligations of Tenant to Landlord under this Lease) shall not be subject or subordinate to or encumbered by any financing for the Project or lien or encumbrances affecting Tenant's interest in this Lease or the Improvements or by any acts or omissions of Tenant or any sublessee hereunder. In this regard, all rents and other monetary obligations of Tenant to Landlord under this Lease then payable at any point in time during the Term shall be paid by Tenant to Landlord and shall be superior in right to all claims or rights hereunder or described above in this Section.

SECTION 19. *Confidentiality*

- 19.1 Confidentiality. Except to the extent required by applicable law, specifically Chapter 119 of the Florida Statutes as may be amended from time to time, Landlord and Tenant agree that the terms and conditions of this Lease, and all other agreements and instruments executed and delivered by the respective parties in connection with this Lease, including all preliminary drafts of such documents (collectively, the "Transaction Documents"), shall remain confidential. Neither Landlord nor Tenant or their respective agents and representatives, shall distribute or make publicly available the Transaction Documents, or any part thereof, to any third party unless required by law to do so.
- 19.2 Permitted Disclosures. Notwithstanding the foregoing, Tenant may provide copies of the Transaction Documents and any preliminary drafts thereof to (i) third party lenders

or equity partners with whom Tenant is negotiating to provide financing related to the Premises, the Project, or the Improvements, and (ii) any party who is contemplating an acquisition of or investment in all or any part of the Premises, the Project, or the Improvements.

SECTION 20. *Commercial Parcel Options*

- 20.1 Notice of Option. No later than thirty (30) months from the Commencement Date of this Lease, Tenant shall advise Landlord in writing (the “Commercial Parcel Notice”) if it does not intend to develop the Commercial Parcel as contemplated as of the Effective Date. Landlord shall have ninety (90) calendar days following receipt of the Commercial Parcel Notice to advise Tenant in writing (the “Commercial Parcel Election”) either (i) that Landlord intends to amend this Lease by revising the description of the Premises to exclude the Commercial Parcel and any provisions applicable to the Commercial Parcel (the “Commercial Amendment Option”), or that (ii) Tenant may seek to amend the Site Plan to develop the Commercial Parcel pursuant to a plan of development as agreed upon by both Landlord and Tenant, which may include (subject to applicable law), without limitation, for multi-family residential or other residential purposes (the “Commercial Repositioning Option”). If Landlord does not timely deliver the Commercial Parcel Election to Tenant, Landlord shall be deemed to have elected the Commercial Amendment Option as of the last date of such ninety (90) calendar day period.
- 20.2 Commercial Amendment Option. In the event the Landlord elects the Commercial Amendment Option, then both the Landlord and Tenant mutually agree and consent to entering into a Lease Amendment for the purpose of amending the Lease description to extract that portion consisting of the Commercial Parcel and all obligations with respect thereto, but without imposing any additional costs, obligations, or liabilities upon Tenant as a result of such amendments. Provided that the Lease Amendment does not impose any additional costs, obligations, or liabilities upon Tenant agrees to execute a Lease Amendment. The parties agree to make commercially reasonable efforts to agree to and executed the Lease Amendment no later than forty-five (45) calendar days subsequent to the date of Landlord’s Commercial Parcel Election. Thereafter, within thirty (30) calendar days following receipt of the Commercial Parcel Election, Tenant shall remove any personal property remaining upon the Commercial Parcel. For the avoidance of doubt, upon election of the Commercial Termination Option, this Lease shall only terminate with respect to the Commercial Parcel, and this Lease shall continue in full force and effect with respect to the Residential Parcel (unless this Lease has previously been terminated with respect to the Residential Parcel as a result of an Option Closing [as described in Section 21] or otherwise by agreement of the parties).
- 20.3 Commercial Repositioning Option. If Landlord elects the Commercial Repositioning Option, then Tenant shall have the right to seek all approvals, permits and licenses deemed by Tenant, to be necessary or advisable in connection with the development of the Commercial Parcel. Landlord agrees to execute all consents and other documents requested by Tenant in connection with seeking such approvals and to

otherwise cooperate with Tenant in obtaining all licenses, platting and zoning approvals, and other permits and governmental approvals as may be necessary or required for the development of the Commercial Parcel in accordance with Tenant's intended use.

SECTION 21. *Option to Purchase*

21.1 Grant and Exercise of Option. Provided Tenant is not then in default of any terms or provisions of this Lease, Tenant shall have the option at any time after the Commencement Date, to purchase all of the Property or to purchase the Residential Parcel only or the Commercial Parcel only upon the terms and conditions set forth herein (the "Option"). Tenant shall exercise the Option by executing and delivering to Landlord written notice (the "Option Notice") of its intention to exercise the Option, identifying the portion(s) of the Property (Residential Parcel only, Commercial Parcel only, or both Residential Parcel and Commercial Parcel) with respect to which the Option is being exercised (the "Option Parcel"), together with all relevant information to the proposed exercise. Unless and until a closing occurs pursuant to an Option Notice (the "Option Closing"), Landlord and Tenant shall continue to comply in all respects with the terms and conditions of this Lease as then in effect.

21.2 Revocation of Option Notice. Tenant may, without penalty and at any time following delivery of an Option Notice (but in all events subject to the payment of any applicable Option Extension Fee(s) for the applicable time periods), revoke such Option Notice, in which case the Lease shall continue in full force and effect, and Tenant shall retain its Option to purchase all or any portion of the Property at any time thereafter, which Option may be exercised by Tenant, at its sole and absolute discretion, as set forth in Section 21.1. Such revocation shall not constitute a default under this Lease, and the parties acknowledge and agree that there shall be no penalty against Tenant, that Landlord shall not have been damaged thereby, and that Landlord shall have no need for any remedy with respect thereto.

21.3 Definitions. For purposes of this Section 21, the following terms shall have the following meanings:

21.3.1 Deposits. The Lease Deposits.

21.3.2 Sixty Month Anniversary. The date that is sixty (60) months after the Commencement Date.

21.3.3 Sales Price shall mean:

From Month	To Month	Residential Parcel and Commercial Parcel	Residential Parcel Only	Commercial Parcel Only
1	30	\$ 18,620,662.00	\$ 14,896,530.00	\$3,724,132.00
30	33	\$ 18,850,604.00	\$ 15,080,484.00	\$3,770,120.00

From Month	To Month	Residential Parcel and Commercial Parcel	Residential Parcel Only	Commercial Parcel Only
33	36	\$ 19,083,386.00	\$ 15,266,709.00	\$3,816,677.00
36	39	\$ 19,319,042.00	\$ 15,455,234.00	\$3,863,808.00
39	42	\$ 19,557,608.00	\$ 15,646,086.00	\$3,911,522.00
42	45	\$ 19,799,120.00	\$ 15,839,296.00	\$3,959,824.00
45	48	\$ 20,043,615.00	\$ 16,034,892.00	\$4,008,723.00
48	51	\$ 20,291,128.00	\$ 16,232,903.00	\$4,058,225.00
51	54	\$ 20,541,698.00	\$ 16,433,359.00	\$4,108,339.00
54	57	\$ 20,795,363.00	\$ 16,636,290.00	\$4,159,073.00
57	60	\$ 21,000,000.00	\$ 16,800,000.00	\$4,200,000.00
60	63	\$ 21,259,324.00	\$ 17,007,459.00	\$4,251,865.00
63	66	\$ 21,521,850.00	\$ 17,217,480.00	\$4,304,370.00
66	69	\$ 21,787,618.00	\$ 17,430,094.00	\$4,357,524.00
69	72	\$ 22,056,668.00	\$ 17,645,334.00	\$4,411,334.00
72	75	\$ 22,329,040.00	\$ 17,863,232.00	\$4,465,808.00
75	78	\$ 22,604,776.00	\$ 18,083,821.00	\$4,520,955.00
78	81	\$ 22,883,917.00	\$ 18,307,134.00	\$4,576,783.00
81	84	\$ 23,166,505.00	\$ 18,533,204.00	\$4,633,301.00
84	87	\$ 23,452,582.00	\$ 18,762,066.00	\$4,690,516.00
87	90	\$ 23,742,193.00	\$ 18,993,754.00	\$4,748,439.00
90	93	\$ 24,035,379.00	\$ 19,228,303.00	\$4,807,076.00
93	96	\$ 24,332,186.00	\$ 19,465,749.00	\$4,866,437.00
96	99	\$ 24,632,658.00	\$ 19,706,127.00	\$4,926,531.00
99	102	\$ 24,936,841.00	\$ 19,949,473.00	\$4,987,368.00
102	105	\$ 25,244,780.00	\$ 20,195,824.00	\$5,048,956.00
105	108	\$ 25,556,521.00	\$ 20,445,217.00	\$5,111,304.00
108	111	\$ 25,872,113.00	\$ 20,697,690.00	\$5,174,423.00
111	114	\$ 26,191,601.00	\$ 20,953,281.00	\$5,238,320.00
114	117	\$ 26,515,034.00	\$ 21,212,028.00	\$5,303,006.00
117	120	\$ 26,842,462.00	\$ 21,473,970.00	\$5,368,492.00

21.3.4 Option Extension Fee.

- (a) Option Extension Fee shall mean a fee delivered in connection with an Option Extension Notice delivered to the Landlord. The amount of each Option Extension Fee for a Ninety (90) day extension shall be (i) if with respect to both the Residential Parcel and the Commercial Parcel, Two Hundred Fifty Thousand and 00/100 dollars (\$250,000.00), (ii) if with respect to only the Residential Parcel, Two Hundred Thousand and 00/100 dollars

(\$200,000.00), or (iii) if with respect to only the Commercial Parcel, Fifty Thousand and 00/100 dollars (\$50,000.00). Each Option Extension Fee shall upon delivery become non-refundable and not credited to the Purchase Price.

- (b) Commencing on the beginning of the Seventy-Second (72nd) month subsequent to the Commencement Date, the Option Extension Fee for a twelve (12) month period shall be (i) if with respect to both the Residential Parcel and the Commercial Parcel, One Million and 00/100 dollars (\$1,000,000.00), (ii) if with respect to only the Residential Parcel, Eight Hundred Thousand and 00/100 dollars (\$800,000.00), or (iii) if with respect to only the Commercial Parcel, Two Hundred Thousand and 00/100 dollars (\$200,000.00); any such extension shall not be subject to any proration.

- 21.3.5 Option Extension Notice shall mean a notice extending any obligation to deliver an Option Notice.
- 21.3.6 Option Extension Period shall mean a ninety (90) day period or a one (1) year period, as applicable, of extension for the time required to deliver a mandatory Option Notice; such extension shall apply, as applicable, either from sixty (60) months subsequent to the Commencement Date or from the end of the preceding Option Extension Period.
- 21.4 Title Matters. Within twenty (20) calendar days from Tenant's exercise of its option, Tenant shall obtain, at Tenant's sole cost and expense, a commitment for an owner's title insurance policy. Landlord and Tenant shall follow substantially the same procedures, and shall have the same obligations, as set forth in Section 4 in order for Tenant to satisfy itself with the condition of title, with corresponding adjustments regarding the applicable dates.
- 21.5 Closing Coordination. Subject to satisfaction of all of the other conditions to an Option Closing, the Option Closing shall occur in escrow upon such escrow conditions as Landlord, Tenant, their respective attorneys, and any other interested parties agree (e.g., a lender providing financing that will fund the purchase pursuant to the Option). If no Option Closing has occurred by the date which is one hundred twenty (120) calendar days following delivery of an Option Notice, unless the parties have otherwise agreed in writing, Tenant shall be deemed to have revoked such Option Notice, in which case the Lease shall continue in full force and effect, and Tenant shall retain its Option to purchase all or any portion of the Property at any time thereafter, which Option may be exercised by Tenant, at its sole and absolute discretion, in the method set forth in Section 21.1 hereof. Such revocation shall not constitute a default under this Lease, and the parties acknowledge and agree that there shall be no penalty against Tenant, that Landlord shall not have been damaged thereby, and that Landlord shall have no need for any remedy with respect thereto. For the avoidance of doubt, although there shall be no penalty to Tenant in

connection with any such deemed revocation, Tenant shall in all events remain liable for the payment of any applicable Option Extension Fee(s) for the applicable time periods.

- 21.6 Closing Deliveries. Landlord shall deliver to Tenant at closing a deed, a bill of sale, and all other affidavits and other appropriate instruments of transfer and sale to fully effectuate the purchase of the Option Parcel and the transfer of all assets (real and personal, tangible and intangible) of Landlord in connection with the Option Parcel to Tenant, free and clear of all encumbrances. All documents are to be in form and substance satisfactory to Tenant, its counsel, and any title insurer to be issuing a title insurance policy in connection with the Option Closing.
- 21.7 Payment. At the Option Closing, Tenant will pay to Landlord by wire transfer of funds the Option Purchase Price, subject to pro-rations and adjustments as set forth in this Lease.
- 21.8 Tenant's Conditions. Tenant shall not be obligated to close on the acquisition of the Option Parcel unless and until:
- (a) Title to the Option Parcel is delivered in accordance with the provisions of this Agreement and the Title Company is prepared to and will issue on the Option Closing Date, at Tenant's expense, an owner's policy of title insurance to Tenant, in the amount of the Option Purchase Price (or of the total acquisition cost, if a party is acquiring both an Option Parcel and the Improvements located thereon), insuring that marketable fee simple title to the Option Parcel is vested in Tenant, free and clear of all liens and encumbrances, specifically including the mortgage and any other mortgages placed on the Premises or the Option Parcel by Landlord.
 - (b) Landlord is not in default in the performance of any of its obligations under this Lease beyond any applicable grace periods, or if any of the representations or warranties of Landlord are untrue or inaccurate in any material respect as of the Option Closing Date.
- 21.9 Landlord's Conditions. Landlord shall not be obligated to convey the Option Parcel unless and until:
- (a) Tenant has delivered the Option Purchase Price and tendered any and all Option Extension Fees.
 - (b) Tenant is not in default in the performance of any of its obligations under this Lease beyond any applicable grace periods, except for any default that would be cured as a result of the Option Closing.
- 21.10 Tenant Remedies. If Landlord defaults on its obligations hereunder to convey the Option Parcel to Tenant in accordance with the terms of this Lease, Tenant shall have all remedies at law or in equity, including, but not limited to, the remedy of specific performance.

21.11 Mandatory Exercise of Option. In connection with the following circumstances, Tenant shall be required to deliver an Option Notice:

21.11.1 Sale of Improvements. In connection with the proposed sale of all or any of the Improvements developed upon the Property, Tenant shall deliver an Option Notice in order to transfer the corresponding portion of the Property with the applicable portion of the Improvements to be sold.

21.11.2 Sixty (60) Months. On or before the expiration of sixty (60) months from the Commencement Date (or at the end of any prior Option Extension Period), Tenant shall either deliver an Option Notice to Landlord regarding the entire Property (or so much as remains subject to this Lease at such time), or, if Tenant determines, in its sole and absolute discretion, that for any reason an Option Closing is not feasible at such time, then in lieu of such Option Notice (or at the end of any prior Option Extension Period), Tenant may deliver an Option Extension Notice, and in connection therewith, shall deliver to Landlord the applicable Option Extension Fee.

21.12 Assignment. The parties acknowledge that the exercise of an Option is likely to occur where it is anticipated that the Option Parcel will be transferred to a purchaser of the Improvements located upon such Option Parcel, or to an entity intending to acquire title to such Option Parcel in order to develop the Improvements upon such Option Parcel. In such event, the parties shall coordinate such that Tenant may assign its right at closing on the Option Parcel to receive title to such Option Parcel to such proposed acquirer, such that Landlord may deliver title to the Option Parcel directly to such proposed acquirer, in order to avoid any potential gaps in title and in order to minimize the transaction costs related to such transaction.

21.13 Effect of Partial Purchase. If the Option is exercised and an Option Closing has occurred hereunder with respect to less than all of the Property, then this Lease shall continue in full force and effect with respect to that portion of the Property which has not been purchased pursuant to an Option or reclaimed by Landlord pursuant to the Commercial Termination Option.

SECTION 22. *Warranties*

22.1 Landlord's Warranties. Landlord represents and warrants to Tenant that: Landlord has full authority to execute, deliver and perform this Lease and each instrument and agreement to be executed and delivered by Landlord pursuant hereto and to take all of the actions contemplated hereby to be taken by Landlord, including, but not limited to, delivery of possession of the Premises to Tenant, free and clear of all title exceptions, except as provided herein; there is no pending proceeding to which Landlord is a party, or of which it has been given notice concerning any condemnation proceedings, which would materially and adversely affect the Premises; there are no actions, suits, investigations or proceedings pending or, to the best of Landlord's knowledge, threatened to be brought in any court or before any

governmental agency which could have a materially adverse effect on the ability of Tenant to develop the Premises for multi-family residential and/or commercial retail use or delay or prohibit possession of the Premises by Tenant as contemplated by this Lease, nor are there any unsatisfied judgments or consent decrees which could have any such effect. Landlord is not in default with respect to or in violation of any order, writ, injunction or decree of any court, governmental department, agency or instrumentality having jurisdiction over the Premises, which related to the Premises; no toxic and/or hazardous wastes have been used or stored on, under or about the Premises by Landlord, nor has Landlord received notice of the presence of toxic and/or hazardous waste on, under, or about the Premises; and there are no other tenants of the Premises or other licensees, occupants, invitees, or guests with any right to occupy or enter upon the Premises.

- 22.2 The Tenant shall obtain all necessary licenses, permits and inspections necessary to operate the Project on the Property at its own expense.
- 22.3 The Landlord approved General Contractor for the Project shall post a legally sufficient Performance and Payment Bond in an amount representing 100% of the cost of construction or in the alternative the Tenant shall post a legally sufficient Payment Bond in an amount representing 100% of the cost of construction. The Bond posted by the General Contractor or the Bond posted by the Tenant shall identify the Landlord as an additional obligee. Prior to commencing construction of the Project, Tenant shall provide Landlord with a copy of the Payment Bond or the Contractor's Performance and Payment Bond. In the event any contractor or subcontractor records a Claim of Lien, pursuant to Chapter 713, Florida Statutes against the Property, Tenant shall take all necessary action to insure that the Claim of Lien is released from the Premises within ten (10) calendar days from its recordation or else shall protect Landlord by a good and sufficient bond against any such lien or any cost, liability, or damage arising in connection with any such lien.

SECTION 23. *Provisions with Respect to Escrow Agent*

- 23.1 Escrow Agent. It is understood and agreed that the duties of Escrow Agent are purely ministerial in nature. In addition to, and not in limitation of, any other provisions of this Lease with respect to Escrow Agent, it is further agreed that:
 - 23.1.1 No Obligations. Escrow Agent shall not be responsible for the performance by Tenant or Landlord of their respective obligations under this Lease. Escrow Agent shall not be liable or responsible to perform any act pertaining to this Lease other than as set forth in this Lease, or because of the loss of any monies arising through insolvency or the act or default or omission of any person other than Escrow Agent.
 - 23.1.2 Reliance. Escrow Agent shall have the right to act in reliance upon any document, instrument or signature believed by it in good faith to be genuine and to assume (unless it has reason to believe otherwise) that any person purporting to give any notice or instructions in accordance with this Lease or

in connection with any transaction to which this Lease relates has been duly authorized to do so. Escrow Agent shall not be obligated to make any inquiry as to the authority, capacity, existence or identity of any person purporting to give any such notice or instructions. Escrow Agent is authorized, in its sole discretion, to disregard any and all notices or instructions given by Tenant or Landlord or by any other person, firm or corporation, except only such notices or instructions as are herein provided for and orders or process of any court.

- 23.1.3 Conflicting Instructions or Uncertainty. In the event that Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions with respect to the Deposit which, in its sole opinion, are in conflict with either other instructions received by it or any provision of this Lease, it shall be entitled to hold the Deposit, or a portion thereof, pending the resolution of such uncertainty to Escrow Agent's sole satisfaction, by entry of an order, judgment or decree by a court or courts of competent jurisdiction or otherwise; or Escrow Agent, at its option, may deposit the Deposit in the registry of a court of competent jurisdiction, in a proceeding to which all parties in interest are joined. Upon so depositing such Deposit and filing its complaint and interpleader, Escrow Agent shall be completely discharged and released from further liability.
- 23.1.4 No Liability. Escrow Agent shall not be liable for any action taken or omitted hereunder except in the case of its bad faith, gross negligence or willful misconduct. Escrow Agent shall be entitled to consult with counsel of its own choosing and shall not be liable for any action taken, suffered or omitted by it in reasonable reliance upon the advice of such counsel. Any reasonable expenses incurred by Escrow Agent in connection with such consultation shall be reimbursed jointly and severally by the parties hereto.
- 23.1.5 Indemnification. Tenant and Landlord, jointly and severally, indemnify Escrow Agent and holds it harmless from and against any and all claims, liabilities, damages, costs, penalties, losses, actions, suits or proceedings at law or in equity, or any other expenses, fees, or charges of any character or nature, which it may incur or with which it may be threatened directly or indirectly arising from or in any way connected with the Deposit or which may result from Escrow Agent following instructions from any of them; and in connection therewith, each of Tenant and Landlord, jointly and severally, indemnifies Escrow Agent against any and all expenses, including attorneys' fees and the cost of defending any action, suit, or proceeding or resisting any claim, whether or not litigation is instituted. Escrow Agent will be vested with a lien on the Deposit to secure the aforementioned indemnity.
- 23.1.6 Right to Select Attorneys. Escrow Agent will have the right to utilize the services of the attorneys of its choice, and such election will not affect or in any way prejudice or limit Escrow Agent's entitlement to reasonable attorneys' fees for the services of such attorneys as set forth herein.

23.1.7 Limitation of Duties. This Lease sets forth exclusively the duties of Escrow Agent with respect to any and all matters pertinent hereto and no implied duties or obligation shall be read into this Lease against Escrow Agent.

SECTION 24. *Notices*

24.1 Notice Procedure. Any notice required or permitted to be given to a party under the provisions of this Lease shall be in writing and may be delivered via courier or hand-delivery, by nationally recognized overnight air courier, or by certified or registered United States mail, postage prepaid, return receipt requested, addressed as follows:

Landlord: Alan J. Polin, P.A., Trustee
7525 NW 88th Avenue
Tamarac, FL 33351

with a copy to: Michael Cernech, City Manager
7525 NW 88th Ave.
Tamarac, FL 33351

Tenant: JKM Tamarac Village, LLC
Attn: John K. Markey and Adam P. Freedman
2300 Glades Road
Suite 202E
Boca Raton, FL 33431

with a copy to: Stephen J. Grave de Peralta, Esq.
PG Law
5030 Champion Blvd., Suite G11-281
Boca Raton, Florida 33496

Escrow Agent: PG Law
5030 Champion Blvd., Suite G11-281
Boca Raton, Florida 33496

Each such notice, request, or other communication shall be considered given and shall be deemed delivered (a) on the date delivered if by personal delivery or courier service; or (b) on the date on which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed. Rejection, refusal to accept, or inability to deliver shall be deemed to be a receipt of such notice, request, or other communication. The respective attorneys for Tenant and Landlord are hereby authorized to give any notice pursuant to this Agreement on behalf of their respective clients. Copies of applicable notices shall be given to Escrow Agent.

24.2 Change of Address. Either party may, from time to time, change its notice address by written notice to the other party at its then-current mailing address, in accordance with the provisions of this section.

SECTION 25. *Radon Gas*

- 25.1 Notice. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the County Public Health Unit.

SECTION 26. *Miscellaneous*

- 26.1 No Waiver. No waiver of any condition or covenant of this Lease shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant, and nothing contained in this Lease shall be construed to be a waiver on the part of Landlord of any right or remedy in law or otherwise.
- 26.2 Binding Effect. This Lease and the covenants and agreements of the parties shall be binding upon and inure to the benefit of Landlord and its successors and assigns and to the benefit of Tenant and its permitted successors and assigns.
- 26.3 Partial Invalidity. In the event any clause, term or condition of this Lease shall be determined to be illegal or unenforceable under any applicable governmental laws, orders, rules or regulations, this Lease shall remain in full force and effect as to all other terms, conditions and provisions.
- 26.4 Counterparts. This Lease may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 26.5 Governing Law. This Lease shall be governed by the laws of the state of Florida. This Lease is subject to and shall comply with the charter of the City of Tamarac as the same is in existence as of the execution of this Lease and the ordinances of these City of Tamarac. Any conflict between this Lease and the aforementioned charter of the City of Tamarac and ordinances shall be resolved in favor of the latter.
- 26.6 Memorandum of Lease. Landlord and Tenant have executed and delivered to each other a memorandum of this Lease for recording. Landlord shall promptly record the Memorandum of Lease in the appropriate public records in and for Broward County, Florida. This Lease shall not be recorded unless Tenant shall have consented thereto.
- 26.7 Costs. Whenever, in this Lease, anything is to be done or performed by Tenant or Landlord, unless otherwise expressly provided to the contrary, it shall be done or performed at the sole cost and expense of Tenant or Landlord, as the case may be.
- 26.8 Brokers. Tenant and Landlord represent and warrant to each other that neither has had any dealings or discussions with any broker or agent, (licensed or otherwise) in connection with this Lease. Landlord and Tenant each covenants to protect, defend, hold harmless and indemnify the other from and against any and all losses, liabilities, damages, costs and expenses (including reasonable legal fees) arising out of or in

connection with any claim by any brokers or agents for brokerage commissions relating to this Lease alleged to be due because of dealings or discussions with the indemnifying party.

- 26.9 Force Majeure. Whenever performance is required of any party hereunder, such party shall use commercially reasonable diligence to perform and take all reasonably necessary measures to perform its obligations; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God (including, without limitation, hurricanes and other tropical storms and the weather conditions and market conditions resulting therefrom), significant variations from normal weather conditions reasonably expected during the period in question, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials or damage to work in progress by reason of fire or other casualty or causes beyond the reasonable control of a party (other than financial reasons), then the time for performance as herein specified shall be appropriately extended to account for any such delay.
- 26.10 Conditions and Covenants. All of the provisions of this Lease shall be deemed as running with the land, and construed to be “conditions” as well as “covenants” as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.
- 26.11 Survival of Indemnities. All representations, warranties and indemnities under this Lease shall survive the expiration or sooner termination of this Lease.
- 26.12 No Partnership or Joint Venture. It is mutually understood and agreed that nothing contained in this Lease is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of partners or co-venturers, or creating or establishing the relationship of a joint venture between Tenant and Landlord, or as appointing or constituting Tenant as the agent or representative of Landlord for any purpose or in any manner whatsoever.
- 26.13 Interpretation; Conflict. Landlord and Tenant acknowledge that they were each represented by counsel in connection with this Lease and that each of them or their respective counsel reviewed and revised this Lease and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease. The words “hereof,” “herein” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Lease as a whole and not to any particular provision of this Lease, and article, section, paragraph, exhibit and schedule references are to the articles, sections, paragraphs, exhibits and schedules of this Lease unless otherwise specified. The words denoting persons shall include corporations, partnerships, limited liability companies, and other entities, and vice versa. The word “day” shall be interpreted to mean a calendar day unless specifically provided that such day is a “business day”, which shall mean any day other than Saturday, Sunday, or any national legal holiday or other legal holiday recognized by the City of Tamarac, Florida; the term “days subsequent to” shall be interpreted to mean such period immediately following the

referenced date or event. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions, if any, shall be controlled by the typewritten or handwritten provisions.

- 26.14 Headings, Interpretation, Entire Agreement. The headings used in this Lease are inserted for convenience and are not to be considered in the construction of the provisions of this Lease. This Lease constitutes the entire agreement of the parties with respect to the subject matter hereof and may be amended or modified only in writing signed by both parties, and all prior agreements or understandings between the parties, either oral or written, are superseded by this Lease.
- 26.15 Attorneys' Fees and Costs. In all matters relating to the enforcement or preservation of rights and remedies under this Lease, and in all matters of collection, whether or not an event of default has actually occurred or has been declared and thereafter cured, the losing party shall reimburse the prevailing party for all costs and expenses, and the prevailing party shall be entitled to recover its reasonable legal fees and expenses. The parties agree that a party's legal fees and expenses shall include, without limitation: (a) reasonable attorneys' and paralegals' fees and disbursements; (b) the fees and expenses of any litigation (including appeals), bankruptcy, insolvency, receivership and any other similar proceeding, including, without limitation, attorney's fees and costs; (c) court costs; (d) the expenses of such party, its employees, agents, attorneys and witnesses in preparing for litigation, administrative, bankruptcy, insolvency and other proceedings and for lodging, travel, and attendance at meetings, hearings, depositions, and trials; and (e) consulting and witness fees and expenses incurred by such party in connection with any litigation or other proceeding.
- 26.16 Waiver of Trial by Jury. To the fullest extent permitted by applicable law, the parties hereto shall and they hereby do intentionally, knowingly, and voluntarily waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises and/or any claim or injury or damage.
- 26.17 Contingent Nature of Leasehold Interest. Notwithstanding the use of the terms "Tenant" and "Landlord" and "Lease" throughout this agreement, the parties hereto acknowledge and agree that until such time as all of the conditions to this agreement have been satisfied such that the Commencement Date occurs prior to the termination of this agreement, the "Tenant" shall only have those rights to perform the inspections provided for in this agreement and to access the property as permitted in this agreement, and the "Tenant" shall not have any right to the exclusive possession of the Property unless and until the Commencement Date occurs. As a result, the parties acknowledge and agree that, although the terms of this agreement are binding upon the parties and their permitted successors and assigns from the Effective Date hereof, the parties do not intend that this agreement should be considered to constitute an effective lease or serve to convey a leasehold interest from "Landlord" to "Tenant" unless and until "Landlord" delivers possession of the Property to "Tenant" on the

Commencement Date, at which point the parties acknowledge and agree that this agreement shall constitute a lease.

(Signatures appear on the following pages)

Executed as of the day and year first written above.

WITNESSES:

Name: _____

Name: _____

Name: _____

Name: _____

LANDLORD:

**Alan J. Polin, P.A., as Trustee under the
Tamarac Land Trust Agreement
dated July 10, 2013**

By: _____

Name: _____

Title: _____

TENANT:

JKM Tamarac Village, LLC,
a Florida limited liability company

By: JKM Tamarac Village Capital, LLC,
a Florida limited liability company,
its Manager

By: _____
John K. Markey, Manager

EXHIBIT A
Land

4941 08 02 0080

Lot 8, together with a portion of Lots 6 and 7, Block 9, LYONS COMMERCIAL SUBDIVISION UNIT NO. 2, according to the Plat thereof as recorded in Plat Book 69, Page 43, Public Records of Broward County, Florida, being fully described as follows:

Beginning at the Northwest corner of said Lot 8; thence South 88°59'06" East, along the North line of said Lot 8, a distance of 100.00 feet to the Northwest corner of said Lot 7; thence continue South 88°59'06" East, a distance of 96.28 feet, the last three calls being coincident with the South right-of-way line of N.W. 57th Street; thence South 00°01'37" East, a distance of 200.73 feet to the Point of Intersection with the East line of the aforesaid Lot 7; thence continue South 00°01'37" East, a distance of 92.28 feet, to a point on the North right-of-way line of N.W. 56th Street (West Commercial Boulevard); thence North 88°59'06" West, a distance of 1.61 feet to the Point of Intersection with the East property line of the aforesaid Lot 7; thence continue North 88°59'06" West, a distance of 100.00 feet to the Point of Intersection with the West property line of the aforesaid Lot 7; thence continue North 88°59'06" West a distance of 100.00 feet to the Point of Intersection with the West property line of the aforesaid Lot 8, the last three calls being coincident with the North right-of-way line of N.W. 56th Street (West Commercial Boulevard); thence North 01°00'54" East, along the West line of the aforesaid Lot 8, a distance of 292.96 feet, to the Point of Beginning.

Subject to the Official Records Book 32920, Page 120, Public Records of Broward County, Florida.

Said lands situate, lying and being in Broward County, Florida.

Said lands contain 52,284 square feet (1.338 acres), more or less.

**4941 08 02 0120; 4941 08 02 0130; 4941 08 02 0140; 4941 08 02 0150; 4941 08 02 0160
4941 08 02 0170; 4941 08 02 0180; 4941 08 02 0190**

Lots 2, 3, 4, 5, 6, 7, 8, and 9, Block 10 of Lyons Commercial Subdivision, Unit 2, according to the Plat thereof, as recorded in Plat Book 69, Page 43, of the Public Records of Broward County, Florida; LESS the South 7 feet thereof.

4941 08 03 0060

9099 NW 57th Street, Tamarac, FL

Lot 1, Block 3, Lyons Industrial Park, according to the Plat thereof as recorded in Plat Book 71, Page 1B, of the Public Records of Broward County.

4941 08 02 0090; 4941 08 02 0100; 4941 08 02 0110

Lot 9, less the South 7 feet thereof, Block 9, of Lyons Commercial Subdivision Unit No. 2, in Section 8, Township 49 South, Range 41 East, according to the Plat thereof, as recorded in Plat Book 69, Page 43, of the Public Records of Broward County.

AND

Lot 10 of Block 9 in Lyons Commercial Subdivision Unit No. 2, according to the Plat thereof, recorded in Plat Book 69, Page 43 of the Public Records of Broward County, Florida; Less and Except;

The South seven (7.0') feet of Lot 10, Block 9, according to the Plat of Lyons Commercial Subdivision Unit No. 2, as recorded in Plat Book 60, Page 43, of the Public records of Broward county, Florida; and, that portion of said Lot 10, lying Southwesterly of the chord based on a 25.00 foot radius, the arc of which is concave to the Northeast and falls tangent to the West line of said lot 10 and tangent to a line seven (7.0') feet North of and parallel with the South line of said Lot 10.

AND

Lot One (1), Block Ten (10), Lyons Commercial Subdivision Unit No. 2, according to the Plat thereof recorded in Plat Book 69, Page 43, of the Public Records of Broward County, Florida; LESS the South 7.0 feet of Lot 1, Block 10, according to the Plat of Lyons Commercial Subdivision Unit No. 2, as recorded in Plat Book 69, Page 43, of the Public Records of Broward County, Florida, and ALSO LESS that portion of said Lot 1, lying Southeasterly of the chord based on a 25.0 foot radius, the arc of which is concave to the Northwest and falls tangent to the East line of said Lot 1, and tangent to a line seven (7') feet North of and parallel with the South line of said Lot 1.

4941 08 03 0150; 4941 08 03 0160; 4941 08 03 0200

Lots 6 through 12, inclusive, Block 4, Lyons Industrial Park, according to the Plat thereof as recorded in Plat Book 71, Page 1, of the Public Records of Broward County, Florida.

4941 08 02 0200

Lot 10, Block 10, LYONS COMMERCIAL SUBDIVISION UNIT No. 2, according to the plat thereof, as recorded in Plat Book 69, at Page 43, of the Public Records of Broward County, Florida.

LESS AND EXCEPT That part conveyed to Broward County, a political subdivision of the State of Florida by Deed recorded in the Officials Records Book 7462, Page 332 being described as follows:

The South Seven (7.0') feet of Lot 10, Block 10, according to the plat of LYONS COMMERCIAL SUBDIVISION UNIT No. 2, as recorded in Plat Book 69, at Page 43, of the Public Records of Broward County, Florida:

TOGETHER WITH

THAT PORTION of said Lot 10 lying Southwesterly of the chord based on a 25.0 foot radius, the arc of which is *concave* to the Northeast and falls tangent to the West line of said Lot 10 and tangent to a line Seven (7.0') feet North of and parallel with the South line of said Lot 10.

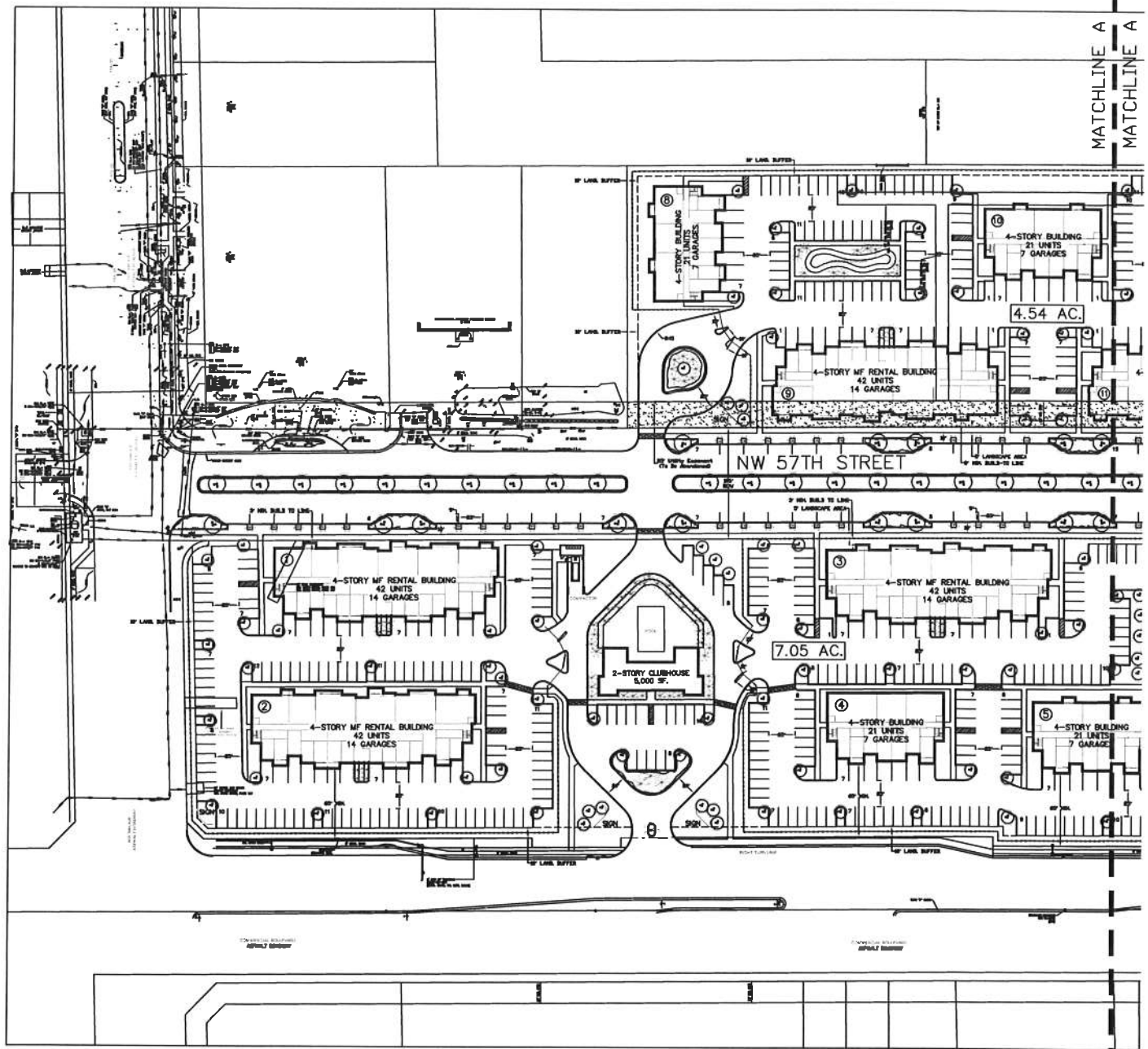
AND LESS AND EXCEPT that part conveyed to the City of Tamarac, a municipal corporation of the State of Florida recorded in Official Records Book 44307, Page 130 being described as follows:

A portion of Lot 10, Block 10, LYONS COMMERCIAL SUBDIVISION UNIT NO. 2, according to the plat thereof as recorded in Plat Book 69, at Page 43, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Lot 10, Block 10; thence along the East line of said Lot 10, North $00^{\circ}23'58''$ West, 7.00 feet to the point of beginning; thence along a line being 7.00 feet North of and parallel with the South line of said Lot 10, South $89^{\circ}36'02''$ West 201.10 feet; thence North $45^{\circ}55'13''$ West, 12.67 feet to a line being 15.88 feet North of and parallel with the South line of said Lot 10; thence along said line South $89^{\circ}36'02''$ East 210.14 feet to the East line of said Lot 10; thence along said line, South $00^{\circ}23'58''$ East, 8.88 feet to the point of beginning.

EXHIBIT B
Conceptual Site Plan

[SEE ATTACHED]



Site Plan Tamarac Village

5/5/2015

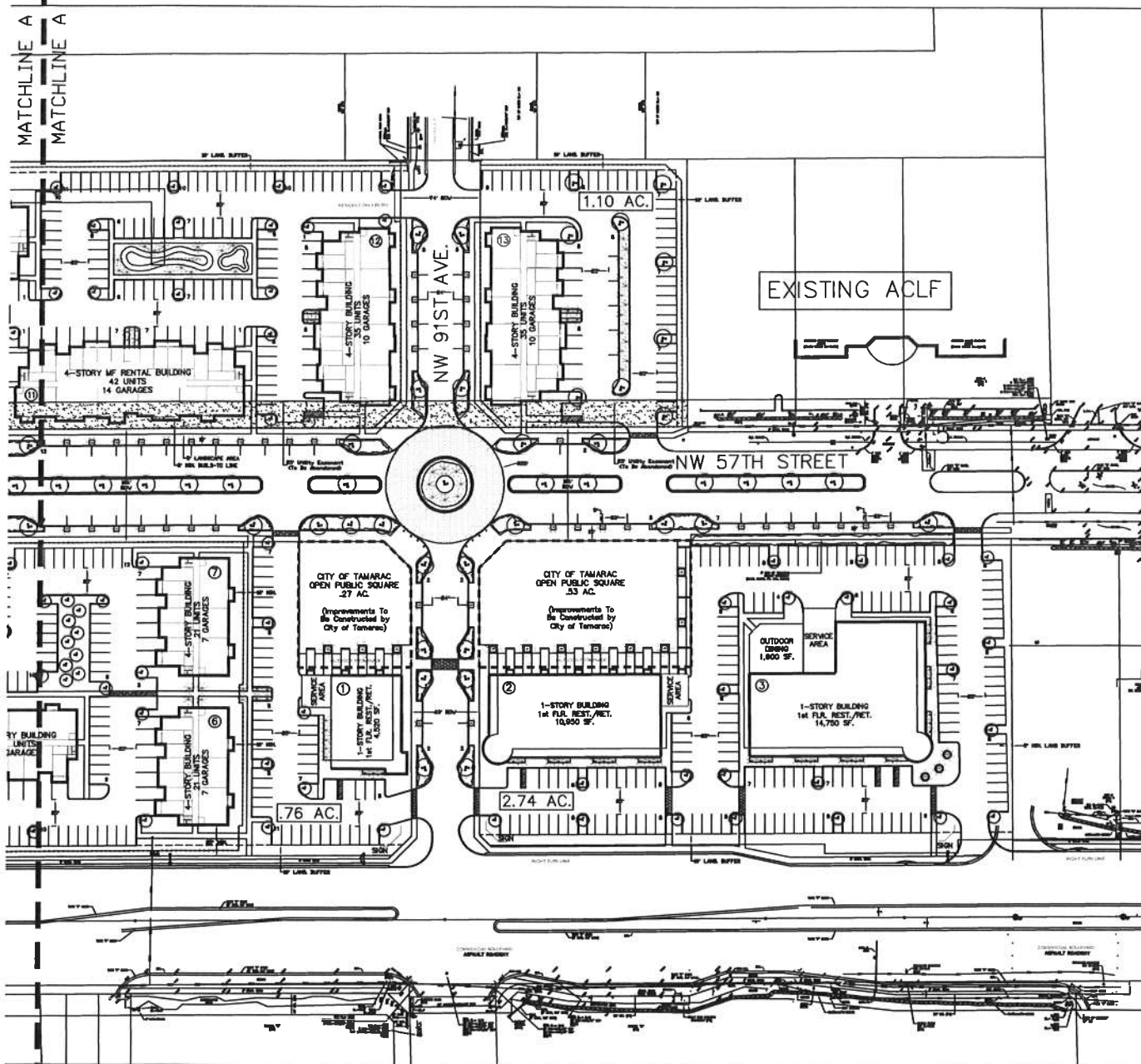


NOT TO SCALE

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RESIDENTIAL SITE DATA

TOTAL RES. ACRES	12.69 AC.
TOTAL RES. UNITS	400 DU.
TOTAL RES. DENSITY	31.52 DU./AC.
TOTAL NO. OF BUILDINGS	13 BUILDINGS
BUILDING HEIGHT	4 STORIES
TOTAL PARKING PROVIDED	819 SP.
SURFACE SPACES	487 SP.
DRIVEWAY SPACES	132 SP.
GARAGE SPACES	132 SP.
SIDE STREET PARKING	68 SP.
PARKING RATIO	2.05 SP./DU.



Site Plan Tamarac Village

5/5/2015



NORTH

NOT TO SCALE

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COMMERCIAL SITE DATA

TOTAL ACRES (LESS SQUARE)	3.50 AC.
TOTAL NO. OF BUILDINGS	3 BUILDINGS
BUILDING HEIGHT	1 STORY
TOTAL COM. SQUARE FOOTAGE	35,000 SF.
COM. AC SQUARE FOOTAGE	30,220 SF.
COM. OUTDOOR DINING SF.	4,780 SF.
TOTAL PARKING PROVIDED	229 SP.
SURFACE SPACES	209 SP.
SIDE STREET SPACES	20 SP.
PARKING RATIO	1 SP./153 SF.

EXHIBIT C
Materials

[INSERT LIST OF MATERIALS]

EXHIBIT D

Insurance Requirements

The following are required types and minimum limits of insurance coverage, which the Tenant agrees to maintain during the term of this lease agreement (or which will be provided by any applicable contractor or subcontractor of Tenant providing the applicable services with respect to the Premises:

Line of Business/ Coverage	Occurrence	Aggregate
Commercial General Liability and or Umbrella/Excess Liability	\$1,000,000	\$2,000,000
Including:		
Premises/Operations		
Contractual Liability		
Contractors Liability		
Personal Injury/Advertising		
Explosion, Collapse, Underground Hazard		
Products/Completed Operations		
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		
Employment Practices and Employer Benefits Liability		
Errors and Omissions	\$1,000,000	\$2,000,000
Automobile Liability	\$1,000,000	\$2,000,000
Owned and Leased		
Hired and Non-owned		
Personal Injury Protection	Statutory	
Storage Tank Liability (when applicable)	\$1,000,000	\$2,000,000
Pollution Liability	\$1,000,000	\$2,000,000
Flood Insurance (when applicable)		
Property Insurance		
(All Risk Peril Policy including Hurricane/Wind or a comparable Special Risk Policy covering approved list of perils)		
Builders' Risk Coverages (while under construction)		
Boiler and Machinery		
Contents		
Workers' Compensation	Statutory	
Employers Liability		
Bodily Injury by Accident	\$1,000,000	
Bodily Injury by Disease	\$1,000,000	
Bodily Injury by Disease Policy Limit	\$1,000,000	

Neither the Tenant nor subtenant or contractor shall commence work under this lease until they have obtained all insurance required under this section and have supplied the Landlord with evidence of such coverage in the form of an insurance certificate and endorsement. The Tenant will ensure that all subtenants or contractors will comply with the above guidelines and will maintain the necessary coverages throughout the term of this agreement. In addition, the Tenant and any subtenants or contractors shall insure that all insurance coverages required by all applicable Florida Law is provided.

All insurance carriers shall be rated at least A-VII per Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the Landlord at least thirty (30) days' notice prior to cancellation.

The Tenant's and any subtenant's or contractor's liability insurance policies (General Liability, Automobile Liability, and Pollution Liability) in addition to any other policies as determined by the Landlord's Risk Manager shall be endorsed to add the City of Tamarac as an "additional insured". The Tenant's (and any subtenant's, or contractor's) Workers' Compensation carrier will provide a Waiver of Subrogation to the Landlord.

"Claims-Made" forms are acceptable for D&O/Errors and Omissions coverage.

The Tenant and any subtenant or contractor shall be responsible for the payment of all deductibles and self-insured retentions. The Landlord may require the Tenant to purchase a bond to cover the full amount of the deductible or self-insured retention.

If the Tenant or any subtenant or contractor is to provide professional services under this Agreement, they must provide the Landlord 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.

The tenant and any subtenants or contractors agree to perform the work under the agreement as an independent contractor(s), and not as a subcontractor(s), agent(s) or employee(s) of Landlord.

For purposes of this exhibit, a subtenant shall mean only a commercial subtenant of Tenant, and shall not include any residential subtenant of Tenant under the Lease. Furthermore, no subtenant shall be required to obtain any form of insurance required by this Exhibit except for General Liability and, if required by law with respect to such subtenant, Workers' Compensation.

RealMark Research, Inc.
2500 Hollywood Boulevard, Suite 302
Hollywood, Florida 33020
Telephone (954) 921-2375 ■ Fax (954) 921-2376
maurice@realmarkresearch.com

September 16, 2015

Maxine A. Calloway, Esq., AICP
Director of Community Development
City of Tamarac
7525 Northwest 88th Avenue
Tamarac, Florida 33321-2401

RE: Tamarac Village Center

Dear Ms. Calloway:

We are pleased to submit this marketing report which evaluates the feasibility of incorporating a retail/commercial component within the proposed Tamarac Village residential development.

Thank you for the opportunity to work with you and the members of the Community Development team on this project. Should any questions arise pertaining to this study, please contact us at your convenience.

Sincerely,



Maurice Gruber
President

TAMARAC VILLAGE CENTER

Marketing Analysis/Retail Component

Prepared By:
RealMark Research, Inc.

September 16, 2015

Executive Summary And Recommendations

Site Location And Evaluation

Tamarac Village is a 23-acre site west of Pine Island Road to Northwest 94th Avenue, and fronting the north side of West Commercial Boulevard. The property fronts a canal on its northern boundary. This is a planned, mixed use development with a preliminary conceptual site plan showing 400 rental apartment units on 12.69 acres, and 35,000 square feet of retail space occupying 3.50 acres. The plan calls for the razing of the existing vacant bank building to accommodate some of the rental units.

Based on our analysis, it is our opinion the retail component, Tamarac Village Center, should not exceed the proposed 35,000 square foot gross leasable area given the site's location and the existing and planned competitive environment.

- Tamarac Village Center is located within a highly competitive retail trade area which will intensify upon completion of currently planned, proposed and under construction facilities.
- Competitors emanating from supermarket- and/or drugstore-anchored shopping centers are abundant within the market area.
- The trade area also is competitively endowed with shopping centers anchored by general merchandise/discount department stores.
- Our survey of existing shopping centers reveals a vacancy rate of about 19%, representing over 640,000 square feet of existing vacant space in the trade area and periphery.
- Residential development within the 1-, 2- and 3-mile radii is limited in the western portions due to the industrial parks west of Nob Hill Road, and the Everglades west of I-75. While employees and visitors to the Tamarac and Sunrise Commerce Parks constitute potential daytime market support for the Tamarac Village Center, nighttime market support typically emanates from residential development within a trade area such as this.

Synergy: Planned And Existing Development

The Tamarac Village mixed use development benefits from several important synergistic relationships:

- The retail component is a convenient amenity for residents of the apartment community.
- The willingness to rent an apartment is improved because of the onsite location of the retail tenants.
- Hampton Hills, a quality gated community comprised of condominiums and townhomes, is connected to the Tamarac Village property at the driveway on NW 91 Avenue. The residents of these 536 dwelling units can walk to the Tamarac Village Center.
- Employees and visitors of the Cinnamon Tree Office Plaza on the northwest corner of Pine Island Road and NW 57 Street have direct access (walking or driving) to the Village Center.
- An assisted living facility is located on the north side of NW 57th Street and also has direct pedestrian or vehicular access to the Village Center.
- A middle and elementary school are located on the west side of NW 94th Avenue, opposite the subject property.

Phasing Recommendations

It is recommended the residential component of this mixed use project be developed first, thus providing an onsite market for future retail development.

Depending on future interim changes in the competitive retail alignment, the size and tenant mix of the retail component can be adjusted accordingly. If necessary, additional apartment units can be added, and the retail portion reduced.

Architectural Design Recommendations

It is important the retail component is very well designed for maximum visibility for all retail tenants along West Commercial Boulevard, including signage and lush landscaping that does not block exposure. In addition, the incorporation of waterscaping is desirable, and of course, adequate parking.

Suggested Tenant Profile

Given current market conditions, RealMark Research suggests the tenant profile outlined below.

Restaurants

It is our opinion a regional or national restaurant chain with indoor and outdoor seating would be a desirable anchor tenant. Examples include Carrabas Italian Grill, Panera Bread, or La Carreta. A second, smaller restaurant could include an ice cream parlor, a frozen yogurt shop such as TCBY, or a Bagel/Deli chain if the primary restaurant does not serve these menu items.

Service/Office

This category includes such tenants as a salon (hair, nails, spa), dry cleaner/alterations, real estate broker, insurance agency, attorney, tax preparer such as H & R Block, and a UPS store.

Medical

Examples of medical tenants are a chiropractor, dentist, physician, urgent care center, optician, and home health services.

Electronics/Cellular

Verizon, Sprint, AT&T and T-Mobile are possible tenants in this category.

Wellness/Fitness

Examples include a martial arts studio, yoga studio, or dance school.

Methodology

In order to determine the feasibility of incorporating a retail/commercial component within the proposed Tamarac Village residential development, RealMark Research, Inc. performed the following tasks:

- Analyzed and reviewed the preliminary existing mixed use development plan
- Evaluated the locational attributes and characteristics of the subject property
- Conducted a detailed survey of existing competitive shopping centers and retail facilities within the property's potential trade area and periphery

- Researched known planned, proposed and under construction shopping center projects in Tamarac and the surrounding cities of Coral Springs, Margate, Sunrise, and Lauderdale
 - Analyzed population and demographic profile trends within a 1-, 2- and 3-mile radius around the site and compared the data with Broward County.
 - Studied the report by CBRE dated January 30th, 2015
 - Provided an assessment of the market conditions in the trade area to determine retail/commercial viability, the supportable retail square footage and the tenant profile for this location
 - Recommended an appropriate phasing plan for both the mixed use, retail/commercial and residential components.
-

Competitive Alignment

RealMark Research conducted a detailed study of competitive shopping centers and retail facilities within the potential trade area and periphery of the proposed Tamarac Village Center. In order to obtain current information regarding existing, planned, proposed and under construction retail projects, the study included visits to each facility, interviews with developers and/or their representatives, online data sources and pertinent government planning agencies.

Our analysis revealed Tamarac Village Center is located within a highly competitive retail environment which will intensify when the planned and under construction facilities are completed.

Existing Facilities

The 43 shopping centers surveyed are summarized in Table 1 and followed by a more detailed individual profile of each facility. The location of each competitor is pinpointed on the corresponding location map, which also shows the 1-, 2- and 3-mile rings around the subject property. Table 1, the location map and individual summaries appear at the end of this report in Appendix A.

Highlights from Table 1 and the location map are presented in the following paragraphs.

Excluding the massive Sawgrass Mills development, the 43 shopping centers surveyed are distributed as follows:

<u>Distance From Tamarac Village</u>	<u>Number Of Competitors</u>		<u>Cumulative Numbers</u>	
	<u>#</u>	<u>%</u>	<u>#</u>	<u>%</u>
0 to 1 mile radius	4	9.3	4	9.3
>1 to 2 mile radius	19	44.2	23	53.5
>2 to 3 mile radius	10	23.3	33	76.7
Over 3-mile radius	<u>10</u>	<u>23.3</u>	43	100.0
Total	<u>43</u>	<u>100.0</u>		

Competitors emanating from supermarkets and/or drugstore-anchored centers are intense within this trade area:

- A Publix-anchored neighborhood shopping center (Map Key 15) is opposite the subject property.
- A freestanding Walgreens is located just east of Tamarac Village at the northeast corner of Commercial Boulevard and Pine Island Road.
- A Walmart Neighborhood Market (Map Key 14) is within a 1-mile radius.
- Within a 1- to 2-mile radius of Tamarac Village are 8 additional supermarket and/or drugstore anchors:
 - Map Key 5 Winn-Dixie
 - Map Key 6 Aldi Food Market
 - Map Key 7 Save-A-Lot Food Store & CVS
 - Map Key 16 Publix
 - Map Key 17 Presidente Supermarket
 - Map Key 18 Super Target & CVS
 - Map Key 26 Winn-Dixie
 - Map Key 30 Publix.

- Within a 2- to 3-mile radius of Tamarac Village are 5 more supermarket and/or drugstore anchors:
 - Map Key 1 Publix
 - Map Key 8 Publix
 - Map Key 9 Broward Meat & Fish Co.
 - Map Key 10 Walmart Superstore (supermarket & pharmacy)
 - Map Key 33 Walmart – under expansion to include a supermarket by 2016.

The 5 chain drugstores mentioned in our survey are outparcels of the shopping centers. RealMark Research also located 8 freestanding Walgreens and 4 freestanding CVS stores, showing no shortage of drugstores in the Tamarac Village trade area and periphery. Moreover, some Publix, Winn-Dixie, Target and Walmart also have pharmacies and sell a large variety of drugstore items.

Other Tenant Types

In addition to supermarkets and drugstores, the trade area also is competitively endowed with shopping centers anchored by general merchandise/discount department stores. While shoppers tend to visit these stores less frequently, they are willing to travel longer distances to patronize them, as compared with supermarkets and other convenience stores.

Existing general merchandise stores operating within a 3-mile radius of Tamarac Village's proposed location include:

- Map Key 4 Family Dollar
- Map Key 6 dd's Discounts
- Map Key 16 Ross Dress For Less, Dollar Tree
- Map Key 17 Babies R Us, Staples, Party City, Dollar General
- Map Key 18 SuperTarget
- Map Key 26 Family Dollar
- Map Key 30 Dollar Tree
- Map Key 33 Walmart (currently expanding to a Supercenter).

Other major shopping centers are located outside the 3-mile ring but still are close enough to draw consumers from that area. Examples include:

- Map Key 21 Marshalls, Old Time Pottery, Dollar General
- Map Key 36 Burlington Coat Factory, Office Depot, Anna's Linens, Ross Dress For Less, Bed Bath & Beyond, Baby Depot
- Map Key 41 Bealls Outlet
- Map Key 43 Stein Mart.

The detailed individual profile sheets for each shopping center surveyed (Map Keys 1 to 43) also list other tenants in each shopping center, grouped by the most common generic tenant categories of Medical, Service, Restaurant and Retail.

Rents And Vacancy Rates

RealMark Research's findings for rents and vacancy rates are presented in the individual write-ups of each of the 43 shopping centers where available. A summary of these appears below.

Rents And Terms

- Rental rates usually were quoted in a range, which would vary depending on the size of the tenant and location/exposure within the shopping center.
- Taking the mid-point of the quoted range for each center surveyed and dividing by the number of shopping centers in the sample reflects an average base annual rental rate of almost \$20/square foot.
- In most cases, the lease terms were triple net, with some modified gross and gross leases.

Vacancy Rates

Excluding the shopping centers along State Road 7, those with vacancy rates not available, and stand-alone Walmart stores, approximately 19% of the space surveyed was vacant. This reflects almost 642,200 square feet of vacant space out of a gross leasable area of almost 3,378,000 million square feet surveyed in the 43 centers.

Coral Square Mall And Sawgrass Mills Mall

These two malls are significant factors in the assessment of the Tamarac Village site and are summarized in the next two paragraphs.

Coral Square Mall, Coral Springs

This 944,000 square foot regional shopping center is located within just beyond a 3-mile radius at the northeast quadrant of Atlantic Boulevard and University Drive. The mall is owned by Simon Property Group and is comprised of about 120 stores. The mall opened in 1984 and was renovated in 1995 and 2008. Current anchors include Macy's, Kohl's, J C Penney and Sears.

Sawgrass Mills Mall, Sunrise

Sawgrass Mills also is owned by Simon Property Group and located within about a 4-mile radius at the northwest quadrant of Sunrise Boulevard and Flamingo Road. The mall, which occupies 2.4 million square feet on a +/- 40-acre parcel, is one of the largest outlet and value retail shopping destinations in the United States. It offers 350 name-brand outlets, off-price retail stores plus a very large dining and entertainment hub. The 2018 opening of the 118,000 square foot open-air concept, Town Center, will boast 25 retail (versus outlet) stores and will make Sawgrass Mills the 6th largest mall in the United States. Mall anchors include Bed Bath & Beyond, BrandsMart and Burlington Coat Factory.

Planned, Proposed And Under Construction

Table 2 and its corresponding location map present planned, proposed and under construction projects in Tamarac and the surrounding cities of Coral Springs, Margate, Sunrise and Lauderhill. Highlights are summarized below.

- Excluding the subject Tamarac Village, over 1 million square feet of retail space is planned, proposed or under construction (U/C) in these cities as shown in the following text table.

Name of City	General Location	Sq. Ft. of Retail	Status
Coral Springs – Downtown	Sample & University	215,000	Planned
Margate – Downtown	State Rd 7 & Atlantic	57,145	Planned
Sunrise – W/O Sawgrass Mills	Sunrise & 136 th Ave	480,000	Planned
Sunrise – at Sawgrass Mills	Sunrise & 136 th Ave	82,000	U/C
Sunrise – at Sawgrass Mills	Sunrise & 136 th Ave	118,000	Planned
Sunrise	University & Oakland	54,276	U/C
Lauderhill	State Rd 7 & 24 th St	16,000	U/C
Tamarac (Mural Plaza)	University & McNab	32,000	Planned
Tamarac (Woodmont Plaza)	Commercial & Pine Island	28,000	Proposed
TOTAL		<u>1,082,421</u>	

- Most (87.7%) of the large retail projects listed above are located within a 5-mile ring of the proposed Tamarac Village:

Map Key	Name Of Project	Sq. Ft. of Retail	General Distance From Subject
1	Coral Springs Municipal Complex	215,000	Within 5 miles
3	Metropica	480,000	Within 5 miles
4	Colonnade Expansion Sawgrass Mills	82,000	Within 5 miles
5	Town Center at Sawgrass Mills	118,000	Within 5 miles
6	Walmart Expansion	54,276	Within 2 miles
TOTAL		<u>949,276</u>	

- The largest project is Metropica, located just west of Sawgrass Mills, which plans 2,100 residential units in 8 towers and a mall consisting of nearly half a million square feet.
- Between Sawgrass Mills and Metropica, the total square footage at their current projected buildout will be a staggering 3.08 million square feet of retail space.
- Besides the expansion of the Sunrise Walmart (Map Key #6) to add a supermarket section, two Tamarac retail projects totaling 60,000 sq. ft. are within, or very close to, a 2-mile radius of the subject:
 - Map Key 9 - Mural Plaza – 32,000 sq. ft. planned
 - Map Key 10 - Woodmont Commercial Plaza – 28,000 sq. ft. proposed.

Population And Demographic Profile

RealMark Research reviewed population and demographic data within 1-, 2- and 3-mile rings around the proposed Tamarac Village Center and compared the data with Broward County in the following 3 tables which appear in Appendix B of this report:

- Table 3 – Population 2010, 2014 And 2019
- Table 4 – 2014 Age Distribution Of The Population
- Table 5 – 2014 Household Income.

Table 3 – Population 2010, 2014 And 2019

- The population within a 1-mile ring is projected to increase only marginally by 3.1% from 20,144 in 2014 to 20,774 in 2019.
- The population within a 2-mile ring also is anticipated to increase by 3.1%, from 66,316 in 2014 to 68,400 in 2019.
- The substantially larger population base within the 3-mile ring is expected to increase by 3.2%, from 155,294 in 2014 to 160,208 in 2019.
- Broward County shows a similar growth rate of 3.1% over the 5-year period with its population increasing from 1,777,913 in 2014 to 1,835,951 in 2019.

Table 4 – 2014 Age Distribution Of The Population

The 2014 age distribution of the population is similar within the 1-, 2- and 3-mile rings around the proposed Tamarac Village Center. Broward County shows a slightly younger population.

<u>Age In Years</u>	<u>Percent Of Population</u>	
	<u>1, 2 & 3 Miles</u>	<u>Broward County</u>
Under 20	22% - 23%	24%
20 – 44	32% - 33%	33%
45 – 64	26% - 27%	28%
65+	17% - 20%	15%

The median age of the population is distributed as follows:

	<u>Years</u>
1-Mile Ring	42.9
2-mile Ring	43.3
3-mile Ring	43.8
Broward County	40.3.

Table 5 – 2014 Household Income

- The highest household income occurs within the 1-mile radius, closest to the subject property. In this ring, 33.1% of households earned \$75,000 and over, compared with 29.1% within the 2-mile ring and 27.3% within the 3-mile ring.
- Broward County's income distribution was most comparable to the trade area's 1-mile radius.
- The highest median income also occurred within the 1-mile ring (\$54,954), compared with \$50,767 within the 2-mile ring, \$48,742 within the 3-mile ring and \$50,901 in Broward County.
- The text table below summarizes 2014 annual household income distribution around the proposed Tamarac Village Center and for Broward County.

<u>Household Income</u>	<u>1-Mile Ring</u>	<u>2-Mile Ring</u>	<u>3-Mile Ring</u>	<u>Broward County</u>
Under \$40,000	38.4%	39.1%	42.7%	39.5%
\$40,000 - \$74,999	28.4%	31.9%	30.1%	27.5%
\$75,000 And Over	<u>31.1%</u>	<u>29.1%</u>	<u>27.3%</u>	<u>33.1%</u>
Total	99.9%	100.1%	100.1%	100.1%

Other Population/Demographic Data

RealMark Research also reviewed estimates by Scan/US for 2014 population by race/ethnicity, and 2013 number of employees within the 1-, 2- and 3-mile rings surrounding the Tamarac Village site.

2014 Population By Race/Ethnicity

Among the 1-, 2- and 3-mile rings, ethnicity is similarly distributed. The distribution for the 3-mile ring is shown below.

	<u>3-Mile Ring</u>
White	56.2%
Black	33.1%
Asian	3.3%
Other	<u>7.4%</u>
Total	100.0%

2013 Total Employees

The total number of employees within each ring is shown in the subsequent text table. The nearby industrial parks west of Tamarac Village are significant factors in driving the area's employment.

	<u>Number Of Employees</u>
1-Mile Ring	4,967
2-mile Ring	27,656
3-mile Ring	40,490

Limiting Conditions

Every reasonable effort has been made to ensure the information contained in this report is as accurate and timely as possible. While the information is believed to be reliable, no responsibility is assumed for inaccuracies in reporting by managers, developers, their agents, government agencies and planning departments, or any other source. Furthermore, the conclusions are subject to change based on the receipt of additional information, documents, reports and any additional research.

APPENDIX A

Competitive Shopping Centers Surveyed And Planned, Proposed & Under Construction

Table 1

SHOPPING CENTERS SURVEYED

Map Key	Name	Anchor Tenants	
		Grocery	Other
1	Tamarac Town Square	Publix	
2	Kings Point Plaza		
3	Tamarac Marketplace		Cinema 5, CVS
4	Tamarac Square West	Walmart Neighb. Mkt.	Family Dollar
5	McNab Plaza	Winn-Dixie	
6	Family Mart SC	Aldi Food Market	dd's Discounts
7	University Commons	Save-A-Lot Food Store	CVS
8	Shoppes of Western Woods	Publix	
9	Shoppes of McNab	Broward Meat & Fish Co.	Family Dollar
10	Walmart Supercenter	Walmart Supercenter	
11	N Lauderdale Market Plaza	(Unanchored-was Walmart)	
12	Cypress Lakes Town Center	Publix	Home Depot
13	West Point Plaza		
14	Commercial Landing		
15	Sunrise West	Publix	
16	Midway Plaza	Publix	Ross Dress for Less
17	Fort Lauderdale Plaza	Presidente Supermarket	Babies R Us, Staples Party City, Dollar General
18	Unversal Plaza	SuperTarget	CVS
19	The Gardens		
20	Marketplace At Tamarac		
21	Sunshine Plaza	Publix	Marshalls, Old Time Pottery Dollar General
22	Boulevard Shoppes II		
23	University Shoppes		
24	4806-4850 N University Dr		
25	Springtree Lakes	(Unanchored)	
26	Village Shops at Pine Plaza	Winn-Dixie	Cinema 8, Family Dollar
27	Promenade at Inverrary		
28	Americana Oak Plaza		
29	Sunrise Town Center	(Unanchored)	
30	Welleby Plaza	Publix	
31	Welleby Square	(Unanchored)	
32	(No Name - Renovating)		
33	Walmart (to be Superctr.)	Walmart (to be Superctr.)	
34	Inverrary Plaza West		
35	Shops of Inverrary		CVS
36	Lakes Mall	Aldi Food Market	Burlington Coat Factory Office Depot, Baby Depot, Anna's Linens, Ross Dress For Less, Bed Bath & Beyond Walgreens
37	Walmart Supercenter	Walmart Supercenter	
38	Sunrise Shoppes I II III		
39	Nobil Hill Place	Doris Italian Market	
40	Nob Hill Pavilion		
41	Jacaranda Square	Walmart Neighb. Mkt.	Bealls Outlet
42	Sunset Square	(Unanchored)	
43	Jacaranda Plaza	Publix	Stein Mart

Source: RealMark Research, Inc.

Table 2

PLANNED, PROPOSED AND UNDER CONSTRUCTION RETAIL SURVEYED

Map Key	Name	Location	Status Of Development	Ground Breaking	Land Area	Type Of Development	Square Footage	Comments
1	Coral Springs Municipal Complex	Downtown Redevelopment 4 corners of Sample & University Sample west to NW 99th Wy, & University Dr south to NW 31 Ct	Planned	Nov./Dec., 2015	136 ac	Retail	215,000	New streets, pedestrian paths & 12.65 ac open space
						Office	22,000	Currently negotiating with a developer
						Residential	≤ 2,100 units (To Be Expanded)	Currently discussing proposal with Public
2	Margate City Center (Tri-phased)	Downtown Redevelopment State Road 7 Corridor, north and south of Atlantic Blvd	Planned	Phase 1 - 12/2016 Phase 2 - 03/2019 Phase 3 - 12/2020 Project Completion: 05/2022	36 ac	Educational Core		
						Each apartment community (3) has own private recreational amenities including clubhouse, pools & cabanas.		
						Office/Medical	57,145	New Urban Communities' proposal adopted June, 2015
3	Sunrise Metropica Joseph Kavana, Miami Developed by Trillist Co. \$1.5 billion investment	NEQ Sunrise Blvd & NW 136 Ave	Planned	Phase 1 - 2016 Phase 1 Includes: • First Tower • Mall	65 ac	Residential	39,205	Civic uses include a 7,000 s.f. Town Square at the intersection of State Road 7 and Margate Boulevard, 23,780 s.f. Canal Walk, ~1 acre Triangle Park, ~1/5 acre Green Space, ~7/10-acre park with amphitheater and 3,500 s.f. civic building
						Office space	956 units	
						2 Hotels		Plan is to create a downtown in southwest Broward Development surrounds a 2.5 acre Central Park First tower (253 units & 28 stories) is 40% pre-sold An IFC Movie Theatre is one of the mall's tenants Residential amenities include a resort-style beach-style pool, 2 tennis courts, mini soccer fields, walking trail in Central Park, performance centers and entertainment venues
4	Colonnade at Sawgrass Mills Expansion	Sawgrass Mills Mall	Under Construction	Opening Early 2016	N/A	Retail - 3 Buildings	82,000	Will include retailers, restaurants & public restrooms
5	Town Center at Sawgrass Mills	SEQ Sawgrass Mills Mall	Planned	Opening 2018	N/A	Retail - Open-air	118,000	25 Full-price stores & 4 sit-down restaurants 2,000-car parking deck
6	Walmart Expansion	3306 N University Drive NEQ N University Dr & W Oakland Park Blvd	Under Construction	Opening 2016	2.4 ac	Current Size: Expansion:	116,583 54,276	Expanding to include a full-service grocery department Purchased site for \$3 million
							Total	
7	Lauderhill Caribbean Falls (Tri-phased)	N/O NEC State Rd 7 & NW 13 St	Phase 1 8,500 s.f. Under Construction	2014		Retail, Conference, & Banquet	45,000	Within walking distance of Lauderhill Performing Arts Center (1,200 seats) & New Library opening ~2016 8,500 s.f. restaurant & nightclub is under construction
8	Hammarie Village	2401 N State Road 7 NWC State Rd 7 & NW 24 St	Under Construction	2014		Retail	16,000	Within walking distance of Lauderhill Performing Arts Center (1,200 seats) opening ~2016
9	Tamarac Mural Plaza	E/S N University Dr, S/O West McNab Rd	Planned			Retail	32,000	
10	Woodmont Commercial Plaza	SEC Pine Island Rd & Southgate Blvd	Proposed			Retail	28,000	
Subject	Tamarac Village	N/S W Commercial Blvd, and N/S NW 57 St, W/O Pine Island Rd to NW 94 ave	Planned		23 ac	Retail Apartment		Site includes a 66,430 s.f. bank at NEC Commercial & NW 94 Ave (Site plan attached to back of this table)

Note: There currently are no applicable projects planned, proposed or under construction in the City of North Lauderdale.

Source: City Representatives; Owners and/or their representatives; Sun Sentinel, Miami Herald and South Florida Business Journal; and RealMark Research, Inc. as of June 19, 2015

PLANNED, PROPOSED AND UNDER CONSTRUCTION RETAIL SURVEYED



Map Key #1

Tamarac Town Square

SWC N Pine Island Rd & Southgate Blvd, Tamarac

Type of Center	Neighborhood
Anchor Tenant	Publix
GLA	124,484 sf
Vacancy Rate	15%

Tenant Types:

Medical

Orthodontist
Podiatrist
Physician
Hearing Aids

Service

Check Cashing/Loans
Goodwill Donation Center
Money Transfer
Salon
Bank
Nail Salon

Service - Continued

Barber
Preschool
Pivot Charter School
Animal Hospital
Dry Cleaner
Salon

Retail

Dollar Tree (10,356 sf)
Pharmacy
Leslie's Pool Supplies
Hallmark
Liquor Store

Restaurant

Pizza Stop
Golden Pagoda
Rob's Bageland
McDonalds

Map Key #2

Kings Point Plaza

SEC Nob Hill Rd & NW 77 St, Tamarac

Type of Center	Strip
GLA	36,000 sf
Year Built	1998

Tenant Types:

Medical

Humana

Dentist

Podiatrist

Physical Therapy

Service

Salon

Dry Cleaner

Restaurant/Other

Anna's Italian

Restaurant

Small Food Store

Map Key #3

Tamarac Marketplace

SWC W McNab & Nob Hill Rds, Tamarac

Type of Center

Anchor Tenants **Tamarac Cinema 5, CVS**

GLA 104,586 sf

Parcel 16.35 ac

Year Built 1984

Tenant Types:

Medical

Dentist

Dentist

Hearing Aids

Physicians

Retail

Dollar Shoppe

Vitamins

Uniforms

Restaurant

Char Hut

La Milagrosa Bakery

Krispy Kreme

Argenti Pizza

Canton Chinese

Tamarac Café

Service

Realty

Church

Dance School

Nail Salon

Movie theatre (other)

Dry Cleaner

Insurance

Salon

Excelsior Charter School

Barber

Map Key #4

Tamarac Square West

NWC N Pine Island & W McNab Rds, Tamarac

Type of Center Neighborhood

Anchor Tenants **Walmart Neighborhood Market, Family Dollar**

GLA 174,330 sf

Vacancy Rate 18%

Medical

MRI Center

Physician

Service

Salon

Income Tax

Inktel Outsourcing

Day Care

Retail

Copiers/Inkjets

Tires

Gas Station

Restaurants

Subway

El Buen Gusto Colombian

Pizza Hut

Dairy Queen

New China

Map Key #5

McNab Plaza

NWC N University Dr & W McNab Rd, Tamarac

Anchor Tenant **Winn-Dixie**

(Freestanding Winn-Dixie with 3 outparcels – 2 Banks and Wendy's)

Map Key #6

Family Mart Shopping Center

NEC N University Dr & McNab Rd, Tamarac

Type of Center Neighborhood

Anchor Tenant **Aldi Food Market, dd's DISCOUNTS**

GLA 69,362 sf

Vacancy Rate 8%

Note: Albertsons once occupied ~57,000 sf

Tenant Types:

Service

Emergency Animal Hospital

Salon

Check Cashing

Western Union

Dry Cleaner

UPS Store

Fitness Center

Retail

Uniforms

Liquor Store

Jewelry

Jewelry

Medical Supplies

Pharmacy

Restaurants

Chinese

Pizza

Bakery

Map Key #7

University Commons

SEC N University Dr & W McNab Rd, Tamarac

Type of Center	Neighborhood
Anchor Tenants	Save-A-Lot Food Store, CVS
GLA	79,998 sf
Parcel	7.26 ac
Year Built	1977

Note: Center is for sale @ \$10,500,000. (CVS is optional.)

Tenant Types:

Medical

Dentist
Physician
Chiropractor
Quest Diagnostics

Service

Alterations
Salon
Barber
Nail Salon
Dry Cleaner
JUMPAROOS Play & Party

Retail

Sports Card Memorabilia
Tires

Restaurant

Pollo Rico
At's-A-Pizza
Dunkin Donuts
Thai Curry

Map Key #8

The Shoppes of Western Woods

SWC W McNab & SW 81 Ave, North Lauderdale

Type of Center	Neighborhood
Anchor Tenants	Publix (37,887 sf)
GLA	48,087 sf
Vacancy Rate	0%

Tenant Types:

Service

Check Cashing/Loans
Income Tax
Alterations
Insurance
Nail Salon
Laundromat

Restaurant

Asahi Chinese
Frankie's Pizza

Map Key #9

Shoppes of McNab

SEC W McNab & SW 81 Ave, North Lauderdale

Type of Center	Neighborhood
Anchor Tenants	Broward Meat & Fish Co., Family Dollar
GLA	105,000 sf
Vacancy Rate	13%
Rental Rates	\$18-\$22/sf, NNN

Tenant Types:

Service

Salon

Nail Salon

Barber

Dry Cleaner

Preschool

Retail

Boost Mobile

Restaurant

Pollo Tropical

Subway

Papa John's

Map Key #10

Walmart Superstore

SWC W McNab & Avon Ln, North Lauderdale

Retail

AutoZone (outparcel)

Map Key #11

North Lauderdale Market Plaza (Former Walmart location)

SWC W McNab & Rock Island Rds, North Lauderdale

Type of Center (Former Walmart space currently vacant (126,051 sf), and about half of remaining ancillary space (18,222 sf) also is vacant)

Anchor Tenants (None)

GLA 163,248 sf

Vacancy Rate 88%

Rental Rates \$18/sf, NNN

Note: The center is for sale.

Tenant Types:

Service

Nail Salon

Laundromat

Retail

Beauty Supply

Chevron

Restaurant

Taco Bell

McDonalds

Map Key #12

Cypress Lake Towne Center

NWC State Road 7 & Blvd of Champions, North Lauderdale

Type of Center	Community
Anchor Tenants	Publix, Home Depot
GLA	250,209 sf
Parcel	29 ac
Year Built	1986
Vacancy Rate	9%
Rental Rates	\$12/sf, NNN

Note: Center sold for \$23 million on 2/16/2015 which was \$2 million less than its sale in 2004.

Tenant Types:

Service

Imagine Charter School
Bank

Retail

Firestone Tire
Mobil
Foot Locker
Edible Arrangements
Boost Mobile

Restaurants

Burger King
Golden Krust Caribbean Bakery & Deli

Map Key #13

West Point Plaza

NEC W Commercial Blvd & Hiatus Rd, Sunrise

Type of Center Strip
GLA 16,665 sf
Vacancy Rate 0%

Tenant Types:

Medical

Dentist
Urgent Care

Service

Insurance
Income Tax

Retail

Pharmacy
AT&T

Restaurant

Dunkin Donut
Subway

Map Key #14

Commercial Landings – Planned (9.82 ac)

SWC W Commercial Blvd & NW 94 Ave, Sunrise

Proposed Tenant Types – Each Freestanding

Day Care	10,000 sf
Retail	7,500 sf
Convenience Store	6,119 sf
Restaurant	4,200 sf
Fast Food	3,641 sf

Map Key #15

Sunrise West

SEC W Commercial Blvd & NW 94 Ave, Sunrise

Type of Center Neighborhood
Anchor Tenants **Publix** (44,270 sf)
GLA 76,321 sf
Vacancy Rate 14%

Tenant Types:

Medical

Dentist

Optician

Retail

Liquor Store

Service

Salon

Salon

Martial Arts

The Mutual Fund Store

Dance School

Nail Salon

Realty

Restaurant/Food

Bru's Room Wings & Things

Asahi

Nisha's Flavors of India

Chelly's Jamaican

McDonalds

7-11

Map Key #16

Midway Plaza

NWC N University Dr & NW 57 St, Tamarac

Type of Center Community
Anchor Tenants **Publix** (56,085 sf), **Ross Dress For Less** (25,770 sf)
GLA 227,268 sf
Year Built 1985
Vacancy Rate 19%

Tenant Types:

Medical

Optician
Optician
Hearing Aids
Dentist

Retail

Dollar Tree (10,150 sf)
Women's Clothing
News
Sally's Beauty Supply (Closing)
T Mobile
Anna's Linens
NY Beauty Supply
Shoe Carnival

Restaurant

La Granja
Golden Krust Caribbean Bakery &
Deli
Five Guys
Boston Market

Service

Check Cashing/Loans
H & R Block
Salon
Salon
Cell Phone Repair
Dry Cleaner
Barber
Nail Salon
K-12 School
Urgent Care
Bank
Bank

Restaurant - Continued

Pollo El Cojido
Menchie's Frozen Yogurt
La Antioquena Café & Bakery
Tokyo & Peking Express

NWC W Commercial Blvd & N University Dr, Lauderdale

Anchor Tenants **Presidente Supermarket (22,772 sd), Babies R Us (44,450), Staples (23,500), Party City (12,700), Dollar General (8,500)**

Lease Rates \$14 - \$18, NNN

Firehouse Subs
Checkers
The Dutch Pot Jamaican

Salon
Nail Salon
Barber
Bank
Fitness Center
Preschool
Insurance

Map Key #18

Universal Plaza at SuperTarget

SWC & N University Dr & W Commercial Blvd, Lauderhill

Type of Center Community
Anchor **SuperTarget, CVS**
GLA Universal Plaza is 49,495 sf
Vacancy Rate 16% in Universal Plaza

Tenant Types:

Medical

Chiropractor
Dentist

Service

Attorney/Traffic Tickets
2 Nail Salons
Salon
Barber
Check Cashing

Retail

GNC
RadioShack
Interstate Batteries
Chevron

Restaurant

Ruby Tuesday
Starbucks
Subway
China Sky
Chicken Kitchen

Map Key #19

The Gardens

W/O NWC W Commercial Blvd & NW 70 Ave, Tamarac

Type of Center	6-Building – Office/Retail in campus setting
GLA	50,147 sf
Parcel	4.94 ac
Year Built	1984
Vacancy Rate	9%
Lease Rates	\$13/sf - \$16/sf, and up to \$25/sf, depending on exposure

Tenant Types:

Medical

Acupuncture/Tao Medicine
Psychologist
Physician
Psychologist

Retail

Florist

Service

Salon
Salon
Insurance
Attorney
Yoga
Financial Consulting
Staffing
Aa Beauty Directors

Service - Continued

Realty
Accountant
Financial Services
Massage/Skin Care
Contractor
Realty
IT Services

Restaurant

La La's

Map Key #20

Marketplace at Tamarac

NEC & W Commercial Blvd & NW 70 Ave, Tamarac

Type of Center	Strip
GLA	67,202 sf
Parcel	5.81 ac
Year Built	1991
Vacancy Rate	29%
Lease Rates	\$20/sf, NNN (plus pass through expenses)

Tenant Types:

Medical

Dentist

Retail

Floors Direct

Sherwin Williams

Service

Preschool

Martial Arts

Shipping/Packaging

Animal Hospital

Staffing

Realty

Home Health Service

Home Health Service

Map Key #21

Sunshine Plaza

NWC & N State Road 7 & W Commercial Blvd, Tamarac

Type of Center Community
Anchor Tenants **Publix, Marshalls, Old Time Pottery, Dollar General**
GLA 237,113 sf
Vacancy Rate 2%
Lease Rates \$23/sf & \$35/sf, NNN (plus pass through expenses)

Tenant Types:

Medical

Dentist

Service

Check Cashing

Bank

Income Tax

Fitness Center

Salon

Insurance

Barber

Nail Salon

Restaurant

China Star

Subway

Krispy Kreme

Charlie's Pastries (Jamaican patties)

Snappers Caribbean

Retail

Mattresses

Sally Beauty Supply

Rainbow (clothes/shoes/home)

Metro PCS

Photos

Medical Supply

Shell

Map Key #22

Boulevard Shoppes II

N/O NEC N University Dr & NW 50 St, Lauderhill

Type of Center	Strip
GLA	40,537 sf
Vacancy Rate	23%
Lease Rate	\$16/sf - \$20/sf, Gross

Tenant Types:

Medical

Dentist

Retail

Bennett Auto Supply

Printing/Signs/Banners

Restaurant/Nightclub

Makino Japanese Buffet

The Pastrami Club

Domino's Pizza

Fra Diavolo Italian

Vegas Cabaret Gentlemen's Club

Service

Preschool

Dry Cleaner

Income Tax

Animal Hospital

Insurance

Martial Arts

Check Cashing/Loans

Map Key #23

University Shoppes

SEC N University Dr & Inverrary Blvd, Lauderhill

Type of Center	Strip
GLA	50,797 sf
Vacancy Rate	33%
Lease Rate	\$16/sf - \$20/sf, Gross

Tenant Types:

Medical

Dentist
Physical Therapy
Urgent Care

Service

Home Energy
Consulting
Salon
Printing/Copying
Martial Arts
Computer Repair

Retail

Sally Beauty Supply
Gold/Jewelry Buy &
Sell
Kitchens & Flooring

Restaurant

Sybil's Bakery
Manna Korean BBQ

Map Key #24

(No Name) 4806-4850 N University Drive

S/O SEC N University Dr & Inverrary Blvd, Lauderhill

Type of Center Strip
GLA 47,570 sf

Tenant Types:

Service

Cosmetology School

Barber

Salon

Retail

Tobacco

Restaurant/Food

Oriental Mart Asian Grocery

Namaste Indian Grocery

Woodlands Indian

LZ Coffee Cafe

Map Key #25

Springtree Lakes Shopping Center

SWC N Pine Island Rd & Springtree Lakes Dr, Sunrise

Type of Center Neighborhood (Unanchored)
GLA 110,000 sf
Vacancy Rate ~75% (Center has high vacancy rate, including vacant
 restaurant, day care, bank)

Tenant Types:

Medical

Chiropractor

Retail

Pharmacy

Restaurant

Little Caesars

Subway

Milky Café

Service

Dry Cleaner

Nail Salon

Salon

Fitness Center

Fitness Center

Income Tax

Travel Agency/Cruises

Church

Map Key #26

Village Shops at Pine Plaza (Shopping Center is for sale.)

W/S N Pine Island Rd, b/t NW 41 & NW 44 Sts, Plantation

Type of Center	Community
Anchor Tenants	Winn-Dixie (45,337 sf), AMC Sunrise 8 Cinema (32,500 sf), Family Dollar (10,024 sf)
GLA	233,692 sf
Parcel	28.15 ac
Year Built	1986
Vacancy Rate	16%

Tenant Types:

Medical

Optician
Pediatrician
Chiropractor
Dentist

Retail

Boost Mobile
Pinch-A-Penny
Goodwill SuperStore (15,230 sf)

Restaurant

Gigi's Music Café
Fish & Chips
East West Buffet
Toa Toa
Bagel Host Too
Pizzeria
McDonalds

Service

Karate
Animal Hospital
Market Security
Martial Arts
Realty
Preschool
Indoor Batting
Cell Phone Repair
Salon
Salon
Insurance
After School Care Care/Camp
Bank
Bank

Map Key #27

Promenade at Inverrary

NEC N University Dr & NW 44 St, Lauderhill

Type of Center	Office/Retail
GLA	120,390 sf in 12 buildings
Parcel	5 ac
Vacancy Rate	25%
Lease Rate	\$8/sf - \$14/sf, NNN

Tenant Types:

Medical

Acupuncture
Dentist
Chiropractor

Restaurant

Joe's Crab Shack
Inverrary Diner
Gerbaud Bakery

Service

Salon
Income Tax
Auctioneer
Sports Promotions
Realty
Attorney
Animal Hospital
Insurance
Travel Agency
Salon
Nail Salon
Crossfit Fitness
Barber

Service - Continued

Salon
Animal Hospital
Tattoos/Piercing
Salon
Salon
Salon
Sony Playstation Repair
Consultant
Salon
Home Healthcare
Day Spa
Screen printing/Embroidery
Nursing School

Retail

Women's Clothing
Comic Books
Tobacco
Women's Clothing

Retail - Continued

Mattress One
Costumes
Consignment
Kitchen & Bath

Map Key #28

Americana Oak Plaza

SEC N University Dr & NW 39 St, Sunrise

Type of Center	Strip
GLA	62,722 sf
Parcel	5 ac
Vacancy Rate	10%
Lease Rate	\$15/sf (for a 6,000 sf space – formerly Flipppo's)

Tenant Types:

Medical

Dentist

Service

Preschool

Day Spa

Retail

Metro PCS

Incense/Pipes

Costumes

Hand blown Glass

Restaurants

Haveli Indian (Rest. & Banquet Hall)

Kababi Café

La Casita Roja Peruvian

Map Key #29

Sunrise Town Center

SEC N University & Springtree Drs, Sunrise

Type of Center Neighborhood
Anchor Tenants (No Traditional Anchors)
GLA 110,109 sf
Vacancy Rate 9%

Tenant Types:

Medical

Home Dialysis Service

Retail

Rainbow (Family Clothing)

Beauty Supplies

Dollar Tree (12,585 sf)

Service

LA Fitness (51,928 sf)

Salon

Salon

Nail Salon

Income Tax

Fed Ex

Restaurant/Food

Honey-Baked Ham

Patel Brothers Indian Grocery (11,538 sf)

Map Key #30

Welleby Plaza

NWC Oakland Park Blvd & Nob Hill Rd, Sunrise

Type of Center Neighborhood
Anchor Tenants **Publix** (46, 779 sf)
GLA 112,109 sf
Year Built 1998
Vacancy Rate 7%

Tenant Types:

Medical

Urgent Care
Podiatrist
Hearing Aids
Optician
Chiropractor
Dentist

Retail

GNC
Dollar Tree (13,000 sf)
Pharmacy
Water Purification Systems
Boost Mobile

Service

Bank
Bank
Curves
Barber
Pet Grooming
Salon
Insurance
H & R Block
Nail Salon
Nail Salon
Dry Cleaner

Restaurant

Legends Tavern & Grill
Golden Krust Caribbean Bakery & Grill
Shanghai Tokyo
New York Bagel & Deli

Map Key #31

Welleby Square

NEC Oakland Park Blvd & Nob Hill Rd, Sunrise

Type of Center	Neighborhood (Unanchored – Formerly Albertson's)
GLA	61,175 sf
Parcel	7.02 ac
Year Built	1990
Vacancy Rate	21%
Rental Rates	\$13.70/sf to \$17.96 /sf - Modified Gross (\$5.60 pass thru)

Tenant Types:

Medical

Clinic
Chiropractor
Dentist
Physician

Retail/Other

Jeweler
Uniforms
Marathon Gas

Restaurant

Strathmore Bagels
Burger King

Service

Jump Zone (10,450 sf)
Bank
Synagogue
Animal Hospital
Preschool
After School Day Care
Salon
Dance Studio
Martial Arts

Map Key #32

(No Name) L-shaped Strip Center Under Renovation

NWC N University Dr, & W Oakland Park Blvd, Sunrise

Existing Retail

Shell outparcel

Map Key #33

Walmart – Will be a Walmart Supercenter by 2016

NEC N University Dr & W Oakland Park Blvd, Sunrise

Current Size	116,583 sf
Addition	<u>54,276 sf</u>
Total	170,859 sf

Map Key #34

Inverrary Plaza West

NWC W Oakland Park & Inverrary Blvds, Lauderhill

Type of Center Strip
GLA 45,018 sf
Vacancy Rate 42%
Lease Rates \$22 - \$24/sf, Gross

Tenant Types:

Medical

Dentist
Bio Medical App.of FL

Retail

Pool Supplies

Food

Specialty Grocery Store (Thai)

Service

Bank
Bank
Church
Salon
Income Tax
Preschool

Map Key #35

Shoppes of Inverrary

NWC W Oakland Park Blvd & Rock Island Rd, Lauderhill

Type of Center	Strip
Anchor Tenant	CVS
GLA	40,000 sf
Vacancy Rate	7% (3,000 sf ground lease also available)

Tenant Types:

Medical

Dentist

Retail

99¢ Plus

Women's Clothing

Cricket Wireless

Restaurant

Achsah's Jamaican Delights

Dragon Village

Subway

Service

Check Cashing/Loans

Nail Salon

Dry Cleaner

Chamber of Commerce

Bank/Credit Union

Map Key #36

Lakes Mall

NWC St Rd 7 & Oakland Park Blvd, Lauderdale Lakes

Type of Center Power
GLA 274,632 sf

Note: This center was purchased in 2012 for \$23 million.

Tenants include:

Burlington Coat Factory
Office Depot
Anna's Linens
Aldi Food Market

Ross Dress For Less
Bed Bath & Beyond
Baby Depot

Restaurant

La Granja

Other Retail

Shell

Map Key# 37

Walmart Supercenter

SWC St Rd 7 & Oakland Park Boulevard, Lauderdale Lakes

Retail

Walgreens outparcel

Map Key #38

Sunrise Shoppes I, II & III

E/S N University Dr at NW 27 Pl, Sunrise

Type of Center	Strip
GLA	48,058 in all 3 buildings
Vacancy Rate	11%
Lease Rates	\$22/sf - \$26/sf, Gross

Tenant Types:

Medical

Hearing Aids
Dentist
Physician
Acupuncture

Retail

Metro PCS
Cricket Wireless
Aquariums
Kitchen Cabinets
Red Wing Shoes
Vacuum cleaners
Pharmacy

Restaurant

Molina's Colombian Bakery
Chef Lee's Chinese
Caribbean Wish
Skyline Chili

Service

Salon
Salon
Salon
Animal Hospital
Barber
Nail Salon
Insurance
Mail Center
Church
Realty
Barber
Ministry
Budget/Avis Rent-A-Car
Contractor

Map Key #39

Nob Hill Place

NWC Nob Hill Rd & Sunset Strip, Sunrise

Type of Center	Neighborhood
Anchor Tenant	Doris Italian Market
GLA	61,175 sf
Parcel	9 ac
Year Built	1974
Rental Rates	\$24 - \$28/sf, NNN

Tenant Types:

Medical

Optician

Dentist

Retail

Florist

Restaurant/Food

Tin Fish

Hurricanes Grill & Wings

Subway

Dunkin Donuts

My Café

Chinese Bistro

New York Mart Asian Market

Service

Animal Hospital

Barber

Salon

Salon

Day Spa

Nails & Day Spa

Dance Studio

Dry Cleaner

Martial Arts

Insurance

Preschool/Day Care

Map Key #40

Nob Hill Pavilion

NEC W Sunrise Blvd & Nob Hill Rd, Plantation

Type of Center Strip and Office Condos
Anchor Tenant **Walgreens** (not included in GLA)
GLA 42,000 sf

Tenant Types:

Medical

Hearing Aids

Service

UPS Store

Dry Cleaner

Realty & Office Condos

Retail/Other

T-Mobile

Jeweler

Restaurant

Bonefish Grill

Yogurt

Map Key #41

Jacaranda Square

NWC N Pine Island Rd & W Sunrise Blvd, Plantation

Type of Center Community
GLA 176,685 sf
Anchor Tenants **Walmart Neighborhood Grocery, Bealls Outlet**
Vacancy Rate 5%
Rental Rate \$35/sf + \$10 pass thru (for end cap)

Tenant Types:

Medical

Broward Health
DaVita
Dentist

Service

Bank
Child Care
Insurance
Salon
Salon
Martial Arts
Dry Cleaner
Nail Salon
Attorney
Payday Loans
Cross Fit

Retail

Mattress One
Verizon Wireless
Metro PCS
Sports Memorabilia
Pool Supplies
E Cigarettes
Women's Clothing
Do-A-Dollar
Women's Clothing
Edible Arrangements
Sally Beauty Supply

Restaurant

Outback Steakhouse
Starbucks
La Granja
Hungry Howie's
Peruvian
King Chef Chinese
La Cazuela Colombian
Landlubbers Raw Bar & Grill
Thai
DeVecchio's Pizzeria
Subway
Golden Krust Caribbean Bakery & Deli

Map Key #42

Sunset Square

SWC & N University Dr & Sunset Strip

Type of Center Neighborhood
Anchor Tenants (No traditional anchors)
GLA 118,985 sf
Vacancy Rate 15%

Tenant Types:

Medical

Physician
Chiropractor
Optician

Retail

Scrapbooking Depot
Kitchen/Bath Cabinets
Goodwill Store (11,000 sf)
Mobil

Restaurant/Other

Conga Nightclub (10,000 sf)
Pizza Hut
China Buffet
Osaka Sushi/Japanese
Primanti Italian
Convenience Store

Service

Fitness Center (21,123 sf)
Massage
Barber
Enterprise Car Rental
Adult Day Care
Laser Tag
Pet Grooming
Dry Cleaner
Martial Arts
Income Tax
Day Spa

Map Key #43

Jacaranda Plaza

NWC & N University Dr & W Sunrise Blvd, Sunrise

Type of Center Community
Anchor Tenants **Publix, Stein Mart**
GLA 173,044 sf
Vacancy Rate 15%

Tenant Types:

Medical

Podiatrist
Optometrist
Dentist

Retail

GNC
Dollar Tree
Game Stop
Jewelry & Gifts

Restaurant

Grande Pizza
Rob's Bageland
Marumi Sushi
Thai Meal
22 Bliss Café

Service

Bank
Nail Salon
Salon
Fitness Center
Barber
H & R Block
Weight Watchers
UPS
Computer Repair
Shoe Repair

APPENDIX B

Population And Demographic Profile

Table 3

TAMARAC VILLAGE CENTER

NORTH SIDE OF COMMERCIAL BLVD, WEST OF PINE ISLAND RD

POPULATION 2010, 2014 & 2019

Year	Population			Broward County
	1-mile Ring	2-mile Ring	3-mile Ring	
2010	19,907	65,141	153,390	1,748,066
% Change	1.2%	1.8%	1.2%	1.8%
2014	20,144	66,316	155,294	1,779,913
% Change	3.1%	3.1%	3.2%	3.1%
2019	20,774	68,400	160,208	1,835,951

Source: 2010 US Census Bureau; and 2014 & 2019 Estimates Scan/US
Compiled by RealMark Research, Inc.

Table 4

TAMARAC VILLAGE CENTER

NORTH SIDE OF COMMERCIAL BLVD, WEST OF PINE ISLAND RD

2014 - AGE DISTRIBUTION OF POPULATION

Age (Years)	Population							
	1-Mile Ring		2-Mile Ring		3-Mile Ring		Broward County	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Under 20	4,564	22.7%	14,768	22.3%	33,820	21.8%	422,557	23.7%
20 - 44	6,659	33.1%	21,662	32.7%	49,768	32.1%	584,599	32.8%
45 - 64	5,519	27.4%	17,554	26.5%	40,576	26.1%	499,355	28.1%
65 - 84	2,755	13.7%	9,378	14.1%	23,963	15.4%	227,289	12.8%
85+	650	3.2%	2,936	4.4%	7,109	4.6%	46,123	2.6%
Total	20,147	100.1%	66,298	100.0%	155,236	100.0%	1,779,923	100.0%
Median Age	42.9		43.3		43.8		40.3	

Note: Percentages may not add to 100.0% due to rounding.

Source: Scan/US 2014 Estimates
Compiled by RealMark Research, Inc.

Table 5

TAMARAC VILLAGE CENTER
NORTH SIDE OF COMMERCIAL BLVD, WEST OF PINE ISLAND RD
2014 - HOUSEHOLD INCOME

Household Income	Number Of Households							
	1-Mile Ring		2-Mile Ring		3-Mile Ring		Broward County	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Less than \$25,000	1,771	21.6%	5,768	20.8%	15,290	23.1%	153,448	21.6%
\$25,000 - \$39,999	1,377	16.8%	5,068	18.3%	12,983	19.6%	127,114	17.9%
\$40,000 - \$74,999	2,327	28.4%	8,851	31.9%	19,892	30.1%	195,808	27.5%
\$75,000 - \$124,999	1,597	19.5%	5,098	18.4%	11,562	17.5%	126,345	17.8%
\$125,000 - \$199,999	878	10.7%	2,355	8.5%	5,155	7.8%	70,840	10.0%
\$200,000 and over	237	2.9%	602	2.2%	1,293	2.0%	37,980	5.3%
Total	8,187	99.9%	27,742	100.1%	66,175	100.1%	711,535	100.1%
Aggregate	\$511.9 Million		\$1,627.8 Million		\$3,753.4 Million		\$50,545.3 Million	
Median	\$54,954		\$50,767		\$48,742		\$50,901	
Average	\$62,447		\$58,613		\$56,649		\$71,037	

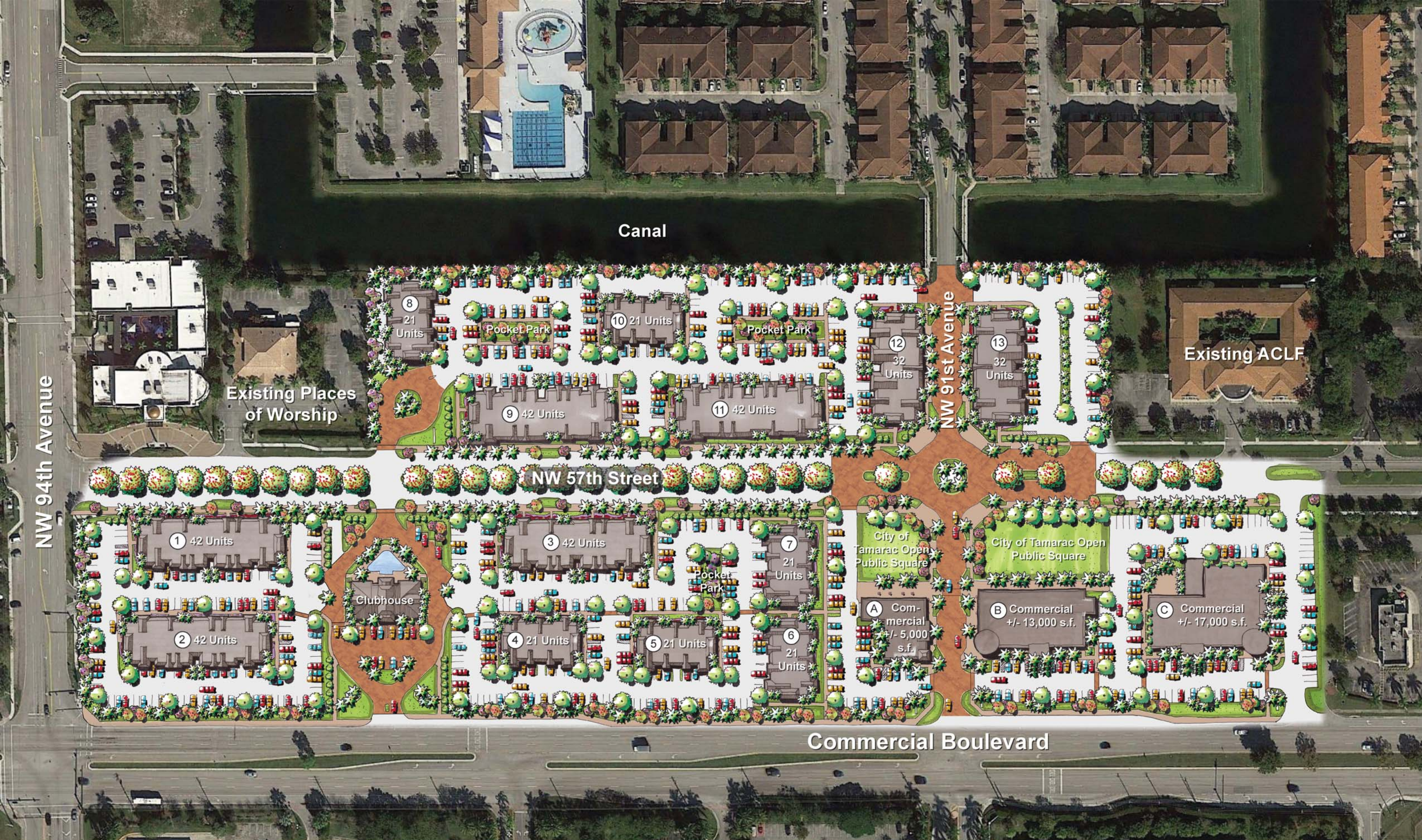
Note: Percentages may not add to 100.0% due to rounding.

Source: Scan/US 2014 Estimates
 Compiled by RealMark Research, Inc.

Sales Price

From Month	To Month	Multi-Family and Commercial Property	Multi-Family Only Property	Commercial Only Property
1	30	\$ 18,620,662.00	\$ 14,896,529.60	\$ 3,724,132.40
30	33	\$ 18,850,603.98	\$ 15,080,483.18	\$ 3,770,120.80
33	36	\$ 19,083,385.45	\$ 15,266,708.36	\$ 3,816,677.09
36	39	\$ 19,319,041.49	\$ 15,455,233.19	\$ 3,863,808.30
39	42	\$ 19,557,607.58	\$ 15,646,086.06	\$ 3,911,521.52
42	45	\$ 19,799,119.67	\$ 15,839,295.73	\$ 3,959,823.93
45	48	\$ 20,043,614.13	\$ 16,034,891.30	\$ 4,008,722.83
48	51	\$ 20,291,127.79	\$ 16,232,902.23	\$ 4,058,225.56
51	54	\$ 20,541,697.94	\$ 16,433,358.35	\$ 4,108,339.59
54	57	\$ 20,795,362.32	\$ 16,636,289.85	\$ 4,159,072.46
57	60	\$ 21,000,000.00	\$ 16,800,000.00	\$ 4,200,000.00
60	63	\$ 21,259,323.84	\$ 17,007,459.07	\$ 4,251,864.77
63	66	\$ 21,521,850.00	\$ 17,217,480.00	\$ 4,304,370.00
66	69	\$ 21,787,618.03	\$ 17,430,094.43	\$ 4,357,523.61
69	72	\$ 22,056,667.97	\$ 17,645,334.38	\$ 4,411,333.59
72	75	\$ 22,329,040.34	\$ 17,863,232.27	\$ 4,465,808.07
75	78	\$ 22,604,776.17	\$ 18,083,820.94	\$ 4,520,955.23
78	81	\$ 22,883,916.99	\$ 18,307,133.60	\$ 4,576,783.40
81	84	\$ 23,166,504.86	\$ 18,533,203.89	\$ 4,633,300.97
84	87	\$ 23,452,582.33	\$ 18,762,065.87	\$ 4,690,516.47
87	90	\$ 23,742,192.51	\$ 18,993,754.00	\$ 4,748,438.50
90	93	\$ 24,035,379.00	\$ 19,228,303.20	\$ 4,807,075.80
93	96	\$ 24,332,185.99	\$ 19,465,748.79	\$ 4,866,437.20
96	99	\$ 24,632,658.17	\$ 19,706,126.54	\$ 4,926,531.63
99	102	\$ 24,936,840.81	\$ 19,949,472.65	\$ 4,987,368.16
102	105	\$ 25,244,779.73	\$ 20,195,823.78	\$ 5,048,955.95
105	108	\$ 25,556,521.30	\$ 20,445,217.04	\$ 5,111,304.26
108	111	\$ 25,872,112.50	\$ 20,697,690.00	\$ 5,174,422.50
111	114	\$ 26,191,600.86	\$ 20,953,280.69	\$ 5,238,320.17
114	117	\$ 26,515,034.50	\$ 21,212,027.60	\$ 5,303,006.90
117	120	\$ 26,842,462.14	\$ 21,473,969.71	\$ 5,368,492.43

Note: The Deposits are not included in the values listed above.



Tamarac Village: Proposed Site Plan



Title - Veterans Wall Criteria Presentation

Veterans Wall Criteria Presentation - ***Parks & Recreation Director Greg Warner***



Title - TR12665 - Janitorial Agreement Renewal (USSI)

Item No. 6 (e) on the Consent Agenda. (TR12665) A Resolution by the City Commission of the City of Tamarac, Florida, approving Amendment Number 1 to the Agreement with United States Service Industries, Inc. for Citywide Janitorial Services; authorizing the appropriate City Officials to execute Amendment Number 1 and any future renewals to the Agreement with United States Service Industries, Inc.; authorizing the renewal of the existing Agreement effective July 1, 2015, nunc pro tunc through September 30, 2017, in an annual contract amount of \$213,383.52 for fixed-cost services; authorizing an amount not to exceed \$23,824.55 to be added to the contract for variable-cost services for a total annual budget of \$237,208.07; providing for conflicts; providing for severability; and providing for an effective date.- ***Public Services Director Jack Strain, Budget/Contract Manager Troy Gies and Purchasing/Contracts Manager Keith Glatz***

Commission District(s):

City-wide

ATTACHMENTS:

Description	Upload Date	Type
▣ TR 12665 Memo	9/28/2015	Cover Memo
▣ TR 12665 Resolution	10/7/2015	Resolution
▣ TR 12665 EXHIBIT 1	9/16/2015	Exhibit
▣ TR 12665 Exhibit 2	10/7/2015	Exhibit
▣ TR 12665 Exhibit 3	10/7/2015	Exhibit

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
PUBLIC SERVICES DEPARTMENT**

TO: Michael C. Cernech, City Manager

DATE: September 25, 2015

THRU: Jack Strain, Public Services Director

**FROM: Troy Gies, Budget and Contracts
Manager**

**RE: Temp. Reso. 12665 – Approve
Amendment #1 to the Agreement
with USSI, Inc. for Janitorial
Services – October 14, 2015
Commission Agenda**

Recommendation:

I recommend the execution of Amendment No. 1 to the Agreement between the City of Tamarac and United States Service Industries, Inc. ("USSI") for Citywide Janitorial Services; the Amendment extends the Agreement for two (2) years, authorizing the renewal of the Agreement effective July 1, 2015 nunc pro tunc through September 30, 2017; and serves to adjust the contract cost consistent with the CPI Index; and that an annual expenditure not to exceed \$213,383.52 for fixed-cost services and \$23,824.55 for variable-cost services for a total annual cost of \$237,208.07 be authorized; and that this item be placed on the October 14, 2015 Commission Agenda.

Issue:

Execution of Amendment #1 to the Agreement with USSI for janitorial services extending the Agreement for the first of two (2) two-year renewals; authorizing the renewal of the Agreement effective July 1, 2015 nunc pro tunc through September 30, 2017; and serves to adjust the contract cost consistent with the CPI Index; and that an annual expenditure not to exceed \$213,383.52 for fixed-cost services and \$23,824.55 for variable-cost services for a total annual cost of \$237,208.07 be authorized.

Background:

On November 28, 2012, via Resolution R-2012-134, the City Commission awarded bid No. 13-01B to USSI to provide janitorial services for City facilities. The initial term of the Agreement was from January 1, 2013 through June 30, 2015. The Agreement includes a biennial CPI Adjustment effective October 1, 2015. The Agreement has been extended via memorandum through September 30, 2015 at the current terms and conditions in order to incorporate the CPI adjustment into this and future Contract Renewals. This proposed Resolution will authorize renewal of the existing Agreement effective July 1, 2015, nunc pro tunc through September 30, 2017. The contract will be eligible for an additional two-year renewal in October 1, 2017, at the City's discretion with acceptable vendor performance.

The City has tracked the performance of the current contractor, USSI, and the performance has met or exceeded the pre-established goals. In Fiscal Year 2013, for the months the contract was active (January 2013 – September 2013) the contractor achieved an average monthly contractor score of 3.19. In FY 2014, that average monthly score improved to 3.475; and for FY 2015 to date (September 2014 – August 2015), the average monthly contractor score is 3.646. The monthly target is 3.00 and this rating is based on criteria for each facility and in key contract service areas (e.g. dispensers filled, bathrooms cleaned daily, etc.)

The original Agreement allowed for a biennial cost increase based on the CPI at each contract renewal. Per Bid 13-01B and the Agreement with USSI, the initial CPI adjustment is based on the two year period ending June 2015. According to information published by the Bureau of Labor Statistics, the CPI adjustment for June 2013 – June 2015 is 3.54%. The contract allows for an annual CPI adjustment of not more than 4% per each 12 month period or 8% per each 24 month period; therefore, there will be an increase of 3.54% for the first two-year renewal.

Key elements of the Agreement with USSI include the following provisions:

- Mandatory use of environmentally-sensitive or “green” cleaning procedures and products;
- Contract is Performance-Based, the contractor must perform to an adequate level to retain the exclusive contract for all facilities;
- One (1) additional optional two-year renewal available after the expiration of the current proposed renewal; and
- CPI increases are tied to the biennial renewal and are capped at 4% per year.

Fiscal Impact:

The FY 2016 budget included \$230,000.00, the additional \$7,208.07 will be absorbed in the operating budget and subsequent annual budgets will be adjusted accordingly. The annual fixed cost portion of \$213,383.52 includes twelve (12) months of janitorial services for the following City facilities: City Hall, Public Works/Building Department, Parks Administration, Water Treatment Plant, Fire Station #15, Utility/IT Building, Recreation Center, Multi-Purpose Center, Caporella Aquatic Center and the Community Center. The variable-cost portion of \$23,824.55 provides for the use of a day-porter which is onsite approximately 5 hours each workday and provides additional janitorial services in City facilities. This includes spot cleaning of restrooms, refilling dispensers, etc. The contractor remains responsible for completing all designated tasks during nightly cleaning, but this allows them to address issues that arise with daily use of the restrooms and facilities.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2015-

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING AMENDMENT NUMBER 1 TO THE AGREEMENT WITH UNITED STATES SERVICE INDUSTRIES, INC. FOR CITYWIDE JANITORIAL SERVICES; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AMENDMENT NUMBER 1 AND ANY FUTURE RENEWALS TO THE AGREEMENT WITH UNITED STATES SERVICE INDUSTRIES, INC.; AUTHORIZING THE RENEWAL OF THE EXISTING AGREEMENT EFFECTIVE JULY 1, 2015, NUNC PRO TUNC THROUGH SEPTEMBER 30, 2017, IN AN ANNUAL CONTRACT AMOUNT OF \$213,383.52 FOR FIXED-COST SERVICES; AUTHORIZING AN AMOUNT NOT TO EXCEED \$23,824.55 TO BE ADDED TO THE CONTRACT FOR VARIABLE-COST SERVICES FOR A TOTAL ANNUAL BUDGET OF \$237,208.07; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Commission deems it to be in the best interest of the citizens, residents, and staff of the City of Tamarac to maintain City facilities through proper janitorial services provided in a cost-effective and efficient manner; and

WHEREAS, via Resolution R-2012-134, dated November 28, 2012, the City Commission of the City of Tamarac authorized award of Bid 13-01B to and an Agreement with United States Service Industries, Inc. (USSI) for Citywide Janitorial Services, a copy of the Bid is attached hereto as "Exhibit 1" and made a specific part of this Resolution; and

WHEREAS, the Agreement between the City of Tamarac and USSI allows for two (2) additional two (2) year renewal options, a copy of the Agreement is hereto attached as "Exhibit 2"; and

WHEREAS, the vendor, USSI, has satisfactorily performed the scope of services per Bid 13-01B and the subsequent Agreement; and

WHEREAS, the proposed Amendment No. 1 to the Agreement between the City of Tamarac and USSI authorizes the first of two (2) two-year renewal options, effective July 1, 2015, Nunc Pro Tunc through September 30, 2015, a copy of Amendment No. 1 to the Agreement is hereto attached as "Exhibit 3" and made a specific part of this Resolution; and

WHEREAS, Amendment No. 1 to the Agreement between the City of Tamarac and USSI authorizes the biennial CPI Adjustment to the contract costs per Bid No. 13-01B, which, based upon the CPI rate of change from June 2013 to June 2015, is 3.54%, per Amendment No. 1 to the Agreement hereto attached as "Exhibit 3" and made a specific part of this Resolution; and

WHEREAS, the Public Services Director, Financial Services Director, and Purchasing and Contracts Manager recommend that the appropriate City Officials approve Amendment No. 1 to the Agreement between the City of Tamarac and USSI and authorize the appropriate City Officials to execute said Amendment; 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 that janitorial services be provided contractually by United States Service Industries, Inc.

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 approval and execution of Amendment No. 1 to the Agreement between the City of Tamarac and USSI is HEREBY approved for an amount of \$213,383.52 for fixed-cost services and an amount of \$23,824.55 for variable-cost services for an annual cost of \$237,208.07 for the term of the Agreement.

SECTION 3: The appropriate City Officials are HEREBY authorized to execute Amendment No. 1 to the Agreement between the City of Tamarac and USSI for the first of two (2) optional two-year renewal periods effective July 1 2015, nunc pro tunc, through September 30, 2017.

SECTION 4: The appropriate City Officials furthermore are hereby authorized to approve and accept any future renewal options as provided for in the original Agreement, as included herein as part of "Exhibit 2".

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 of this Resolution that can be given effect without the

invalid provision or application, 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 _____, 2015.

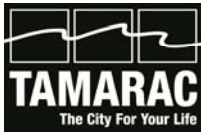
HARRY DRESSLER
MAYOR

ATTEST:

PATRICIA A. TEUFEL, CMC
CITY CLERK

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

SAMUEL S. GOREN
CITY ATTORNEY

**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.:** 13-01B**BID TITLE:** CITYWIDE JANITORIAL SERVICES**BID OPENING DATE/TIME:** November 6, 2012, 2:00 P.M. EST**BUYER NAME:** Keith K. Glatz, CPPO**BUYER PHONE:** 954-597-3567**BUYER EMAIL:** keith.glatz@tamarac.org**PRE-BID CONFERENCE/SITE INSPECTION:** October 23, 2012 @ 10:00 A.M. Tamarac City Hall, City Commission Chambers, 7525 NW 88th Ave. Tamarac, Florida 33321**BONDING:** 5% Bid Bond, 100% Payment/Performance Bond**GENERAL CONDITIONS/INSTRUCTIONS TO BIDDERS**

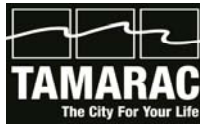
THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF TAMARAC. THE CITY OF TAMARAC MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR BID BY INDICATING SUCH CHANGE IN THE INSTRUCTIONS TO BIDDERS OR IN THE SPECIAL CONDITIONS OF THE 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 EXECUTED AND 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:** _____**SIGNATURE OF AUTHORIZED AGENT:** _____

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.



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, "The Tamarac Procurement Code", Section 6-141 et seq.

DESCRIPTION OF WORK

The City of Tamarac is interested in obtaining sealed bid proposals from qualified Contractors to provide Citywide Janitorial Services for several City facilities within the City of Tamarac, FL.

The work consists of furnishing all labor, supplies, materials, equipment, tools, service and supervision necessary to properly perform and maintain each City facility in a neat, clean and orderly manner as per the specifications listed within this bid. 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. 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.

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

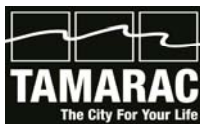
When required by the specification herein, the successful Bidder shall furnish a Performance and Payment bond, and/or Warranty bond, as stated on the cover page of this solicitation, on the City's forms, within fifteen (15) calendar days after notification of contract award. Failure to furnish the required 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.

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.

Payments by Electronic Funds Transfer or Procurement Card: Vendors shall be capable of receiving payments by direct deposit via electronic funds transfer or by a City Procurement Card, instead of by paper check. Vendors are strongly encouraged to accept the City's Visa Procurement Card, or register to receive all payments by direct deposit.

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

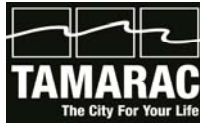
When requested, samples are to be furnished free of charge to the City. If a sample is requested it must be delivered within seven days of the request unless otherwise stated in the bid. Each sample must be marked with the Bidder's name and manufacturer's brand name. The City will not be responsible 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 any 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, or used in the execution of work under any resulting agreement shall 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 or used in the execution of work under any resulting agreement used by the contractor as a result of this agreement 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

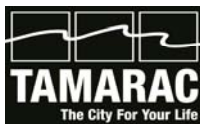
The Bidder shall not transfer or assign the performance required by this bid without the prior written consent of the City. Any award issued pursuant to this bid and monies that may become due hereunder are not assignable except with prior written approval of the City.

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 shall not discriminate against any employee or applicant for employment because of



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

Limits	
Line of Business/ Coverage	Occurrence
Aggregate	
Commercial General Liability	\$1,000,000
	\$1,000,000

Including:

Premises/Operations

Contractual Liability

Personal Injury

Explosion, Collapse, Underground Hazard

Products/Completed Operations
Broad Form Property Damage
Cross Liability and Severability of Interest Clause

Automobile Liability \$1,000,000

\$1,000,000

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.

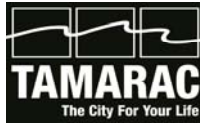
The City may require that the Bidder purchase a bond to cover the full amount of the deductible or self-insured retention. If the Bidder is to provide professional services under this Agreement, the Bidder must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit 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.

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 7(m), 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. §120.57(3)(a), or within 10 days after bid/proposal opening, whichever is earlier.

30. RECORDS/AUDITS

The Contractor shall maintain during the term of the contract 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 for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day or the contract term.

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. STANDARD AGREEMENT DOCUMENT

The City may attach as a part of this solicitation, a Sample Agreement document. Bidders shall be responsible for complying with all of the terms and conditions of the Sample 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 Sample 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 or quantities available, 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.

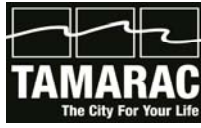
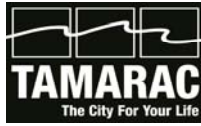


TABLE OF CONTENTS
BID NO. 13-01B
Citywide Janitorial Services

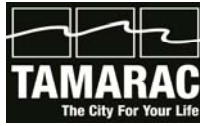
INVITATION TO BID	4
SPECIAL CONDITIONS	5
CITYWIDE JANITORIAL SERVICES	5
1. PERFORMANCE BASED CONTRACTING	5
2. ASSIGNMENT OF CONTRACT	6
3. CONTRACTOR'S RESPONSIBILITY	6
4. DAMAGE TO PUBLIC AND/OR PRIVATE PROPERTY	8
5. PERMITS AND LICENSES	8
6. SITE INSPECTION - CONTRACTOR	8
7. SITE INSPECTION - CITY	8
8. SUBMITTALS	9
9. WAIVER OF LIENS	9
10. PAYMENT	9
11. CONTRACT DOCUMENTS	9
12. CHANGE ORDERS	9
13. CONTRACT PRICE	9
14. CITY'S OPTION	11
15. LIQUIDATED DAMAGES	11
16. BONDS	12
17. PERFORMANCE, PAYMENT AND WARRANTY BONDS	12
18. UNCONTROLLABLE CIRCUMSTANCES	12
TECHNICAL SPECIFICATIONS	12
I. SCOPE OF SERVICES	14
II. GENERAL PROVISIONS	14
III. SECURITY REQUIREMENTS AND LIQUIDATED DAMAGES	18
IV. ADDITIONAL PROVISIONS	20
V. FREQUENCY OF DUTIES	22
VI. SPECIAL EVENTS	28
VII. CITY FACILITIES	30
VIII. ENVIRONMENTALLY FRIENDLY PRODUCTS	31
ATTACHMENT "A" BID FORM	33
ATTACHMENT "B" NON-COLLUSIVE AFFIDAVIT	39
ATTACHMENT "C" CERTIFICATION	41
ATTACHMENT "D" OFFEROR'S QUALIFICATION STATEMENT	42



City of Tamarac

Purchasing and Contracts Division

ATTACHMENT "E" REFERENCES.....	48
ATTACHMENT "F" VENDOR DRUG-FREE WORKPLACE.....	49
ATTACHMENT "G" LIST OF SUBCONTRACTORS.....	50
ATTACHMENT "H" BID BOND.....	51
ATTACHMENT "I" PAYMENT BOND.....	53
ATTACHMENT "J" PERFORMANCE BOND.....	56
ATTACHMENT "K" CHANGE ORDER.....	61
SAMPLE AGREEMENT.....	62
SAMPLE PERFORMANCE REPORT CARD.....	71



**INVITATION TO BID
Bid No. 13-01B**

Sealed bids, addressed to the Purchasing and Contracts Manager of the City of Tamarac, Broward County, Florida, will be received in the Purchasing Office, 7525 NW 88th Avenue, Tamarac, Florida 33321-2401 until Tuesday, November 6, 2012 at 2:00 p.m., at which time bids will be publicly opened and announced for:

CITYWIDE JANITORIAL SERVICES

All bids received after the date and time stated above will be returned unopened to the bidder. All bidders are invited to attend the opening.

One (1) original and two copies (2) of the bid shall be submitted on an official bid form furnished with the bid package and those submitted otherwise will not be considered responsive. The submittal shall be plainly marked "Bid No. 13-01B, CITYWIDE JANITORIAL SERVICES opening Tuesday, November 6, 2012 at 2:00 p.m." On the outside of the envelope.

A MANDATORY Pre-Bid Conference and walk through will be held on Tuesday, October 23, 2012, at 10:00 A.M., at the city of Tamarac, City Hall, City Commission Chambers, 7525 NW 88th Avenue, Tamarac, Florida. All parties interested in bidding on this project must attend this meeting. Floor plans for all City facilities covered by this Agreement will be made available in electronic form at the pre-bid conference.

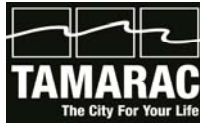
Bid security: Each bid shall be accompanied by a certified or cashier's check or Bid Bond in the amount of 5% of the total bid price payable to the City of Tamarac as guarantee that the Bidder, if its Bid is accepted, will promptly execute the Agreement. A 100 % Performance and Payment bond will be required prior to commencement of work.

The work to be performed consists of the Contractor furnishing all labor, supplies, materials, tools, and equipment necessary to provide janitorial services for City facilities as per the specifications contained within this bid package.

The City reserves the right to accept or reject any or all bids, or any part of any bid, to waive any informalities, and to award in the best interest of the City of Tamarac. Bid documents will be available for review and may be obtained from the Purchasing Office at the above address. For non-technical inquiries, contact the Purchasing Office at (954) 597-3570; and for technical issues, contact Troy Gies at (954) 597-3718.

Keith K. Glatz, CPPO
Purchasing & Contracts Manager

Publish Sun Sentinel: Sunday, 10/7/2012



SPECIAL CONDITIONS CITYWIDE JANITORIAL SERVICES

BID NO. 13-01B

INTRODUCTION

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.

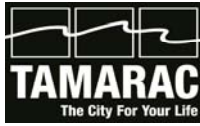
Our vendors are truly partners in meeting these commitments to the community, and in support of that vision and mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork and customer service are employed to provide goods and services 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.

In the case of Janitorial Services, our residents, visitors and employees expect and deserve clean facilities, which foster an environment conducive to comfort, good health, and professionalism. Diligence in the execution of the requirements of this bid 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.

1. PERFORMANCE BASED CONTRACTING

1.1 Satisfactory Service Required

The City of Tamarac has embraced the concept of Performance Based Contracting. Under this model of Performance Based Contracting, satisfactory



performance will result in the City's exclusive use of the contractor for all contractual purchases for the full period specified as the contract term. Unsatisfactory performance by the contractor shall result in the contractor's loss of exclusivity. If, in the sole judgment of the City, the contractor is not providing satisfactory service, the exclusive contractual relationship between the City and the contractor may be terminated, without penalty, by the City at any time after it has purchased the guaranteed volume of goods or services as specified in the Specifications/Statement of Work herein. The principle of Performance Based Contracting, however, does not negate the right of the City to terminate the contract under the standard terms and conditions covering "contract termination" herein.

1.2 Use of Supplemental Agreements

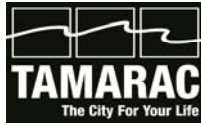
The City reserves the right to award additional agreements for City wide Janitorial Services upon attainment of the minimum contractual guarantee. Awards may be made under this solicitation for a period of one-hundred eighty (180) days following the opening of bids, subject to mutual agreement between the City and the applicable contractor. The City shall attempt to award supplemental agreements to bidders in a sequential fashion, beginning with the lowest priced responsive and responsible bid. If supplemental bidder(s) is unwilling or unable to maintain pricing during the one-hundred eighty day period, then the City may award to the next higher responsive supplemental bidder. The award of subsequent additional agreements under this solicitation could be required based on changes to the City's requirements, or if the original contractor fails to perform within the expectations of the City. Please note that additional awards shall not be made until the minimum contractual guarantee has been met, unless the original contractor is defaulted for non-performance during that period.

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 prior to 6:00 PM and all work shall be completed by 7:00 AM, with the following exceptions: Water Treatment Plant all work can only be performed between 5:00 PM and 9:00 PM; Recreation Center, Multi Purpose Building and Community Center where all work is to be performed between 9:30 PM and 6:00 AM ONLY. Exceptions to this schedule can only be made with the prior approval of the City in writing.

The Contractor shall provide adequate on-site supervision to ensure satisfactory completion of the work. On-site supervision must include one (1) qualified supervisor, as a fully authorized agent of the Contractor, capable of making on-site decisions, and shall be responsible for the performance of the work; and shall be present within the City while the work is being performed. The name of this person and alternate(s) who shall act for the Contractor when the supervisor is absent shall be designated in writing to the City prior to contract start date, and updated as needed.

Additional supervision may be utilized by the Contractor including, but not limited to, crew leaders, senior staff, etc, but such additional supervision shall supplement, but not replace, On-Site Supervision, described above.

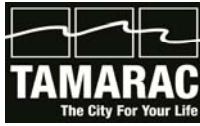
The Contractor shall provide a telephone number(s) for the City to contact the supervisor or alternate should the need arise. The Supervisor or alternate(s) shall be available for contact between the hours of 7:00 a.m. and 4:00 p.m. Response time shall be measured from the time the City places the call to the supervisor or alternate(s) to the point where the supervisor arrives at location to which the supervisor was dispatched. The maximum allowable timeframe for supervisor response will be 60 minutes.

The supervisor shall have access to a digital camera to visually document issues including but not limited to safety concerns (e.g. trip hazards), property damage, and situations requiring extraordinary level of cleaning beyond normal scope of this contract (e.g. excessive dirt and trash

The supervisor and alternate(s) shall be able to read, write, speak, and understand English.

The Contractor shall be aware that the sites are not secure, and as such are subject to pedestrian traffic at all times of the day and night. It shall be the responsibility of the Contractor to secure the sites at all times during and after cleaning to protect the general public from harm, and remove from the sites and properly dispose of all residues at the end of each and every workday. No unsecured materials or equipment are to be on site at night or over a weekend, unless arrangements have been made with and prior approval obtained from applicable City personnel in writing. No materials or equipment are to be stored so as to restrict traffic lines of sight. 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. Any questions that arise during the term of the agreement shall be directed to 1) Building Maintenance Supervisor or designee, and 2) Public Works Superintendent or designee.

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. The City may provide manufacturers' recommendations for care and maintenance for special surfaces, including, but not limited to rubberized sport flooring, wood court flooring, etc. However, it shall be the Contractor's responsibility to ensure that all cleaning products and procedures are safe and effective for the intended surface. In the event of damage to public and/or private property, the Contractor shall immediately contact the City's Public Works Department by telephone (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 Building permits. However, all City permit fees are waived. The 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 identified in the Technical Specifications. Cost of permits will be paid for from the bidding and permits allowance included in the bid schedule, if applicable.

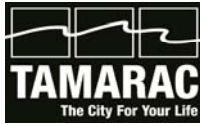
6. SITE INSPECTION – CONTRACTOR

It shall be the full responsibility of the bidder to visit and inspect the proposed sites as shown within the Technical Specifications prior to the submission of a bid. No variation in price or conditions shall be permitted based on a claim of ignorance.

Submission of the bid is evidence that the bidder has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor requirements. Should the bidder see any problem, the bidder is to bring the problem to the attention of the City immediately.

7. SITE INSPECTION – CITY

All work will be conducted under the general direction of the Public Works Department 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 Director of Public Works nor shall



the presence or absence of an inspector relieve the Contractor from any requirements of the contract.

8. SUBMITTALS

Contractor shall submit all required forms and documents as required by this contract including but not limited to bonds, and insurance certificates within 15 days from the Award.

9. 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.

10. PAYMENT

Payment will be made monthly for work that has been completed, inspected and properly invoiced. Invoices must bear the City's purchase order number(s). Payments shall be made pursuant to the requirements of the Local Government Prompt Payment Act, F.S. Chapter 218.

11. CONTRACT DOCUMENTS

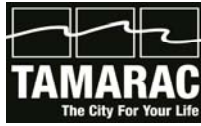
The contract documents shall consist of the Standard Form of Agreement, Bid Proposal executed and submitted by the Contractor, specifications (where applicable), any addendums or change orders, bond(s), insurance certificate(s), and the City Resolution awarding the bid.

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 work 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. 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 its expense without change in the Contract Price or Time except as approved in writing by the appropriate City official(s).



13.1 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 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.

13.2 Allowable conditions for Price Adjustment

Price adjustments may only be requested due to a change of project scope mutually agreed upon between the City and Contractor or due to one of the following instances:

13.2.1 Bi-annual CPI Increase

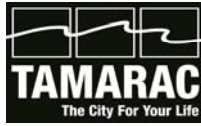
After the satisfactory completion of the initial term of two and one-half (2.5) years or thirty (30) months and upon each subsequent contract renewal, the contract price shall be eligible for an increase equal to the percentage change to the Miami Urban CPI Index for the twenty-four (24) month period ending June 30 of the current contract year. In no case shall the adjustment exceed 4% for any 12 month period (8% for a twenty-four month period) at any one time. In the event a bi-annual CPI increase is justified, it will take effect on October 1 of the same calendar year.

13.2.2 Cost Reduction Measures

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in frequency. In such an event, the monthly cost for the affected service shall be used to calculate the cost for the reduced service and the contract cost shall be reduced by that amount. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in services.

13.2.3 Change in Minimum Wage Law

The contract cost may be adjusted due to a change in the State of Florida Minimum Wage as provided under Article X, "Miscellaneous", Section 24 "Florida Minimum Wage" of the State of Florida Constitution. All such increases shall only reflect a change to the actual costs of the Contractor, and shall not include any additional profit. The contract cost adjustment shall not be applicable to wage increases not mandated by a change in law (e.g. salary increase to attract or retain employees, to reward performance, etc.) It is the Contractor's responsibility to provide documentation verifying eligible changes due to changes in minimum



wage law; such documentation includes, but is not limited to, certified payroll reports.

Example scenario for change of Contract Cost / due to Minimum Wage law change: *

Current Minimum Wage is \$8.00

Current actual rate of compensation \$8.10

New Minimum Wage increased to \$8.25

Actual wage paid increased to \$8.50

Wage change eligible for Contract Cost Change \$0.15 ($\$8.25 - 8.10 = \0.15)

**Figures used in above example are for illustrative purposes only, and do not necessarily reflect actual minimum wage rates.*

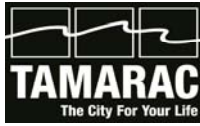
14. CITY'S OPTION

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 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.

15. LIQUIDATED DAMAGES

Failure to respond to requests by the City within four (4) hours regarding inadequate performance of duties designated as Nightly Duties in the Technical Specifications of this bid document; or within twenty-four (24) hours regarding all other duties will result in a \$100.00 a day deduction from the following payment application. The parties agree that damages consequent to a breach of this section are not readily ascertainable at the time of executing this Contract, and agree that \$100.00 per day is an amount proportionate to the cost incurred by the City as a result of such breach. The parties agree that this amount is not intended as punitive damages.

In the event the Contractor fails to respond to requests by the City within twenty-four (24) hours regarding inadequate performance of duties designated as Nightly Duties in the Technical Specifications of this bid document; or within three (3) days regarding all other duties the City reserves the right to, at the Contractor's risk and cost, take corrective actions. In the event of such breach the City will deduct the actual cost



incurred by the City from the following payment application. The parties agree that this amount is not intended as punitive damages, and that the Contractor must receive written or verbal notification prior to the City taking corrective actions.

16. BONDS

The Contractor shall furnish a 5% bid bond in the amount of the total bid 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.

The Contractor shall furnish a separate Performance Bond in the amount of 100% of the total bid award amount as security for the faithful performance of all of the contractor's obligations under the contract documents, per City Code Section 10-156.

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.

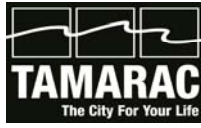
17. PERFORMANCE, PAYMENT AND WARRANTY BONDS

All bid bonds must be 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 Bond shall be conditioned that the Successful Bidder performs the contract in the time and manner prescribed in the contract. The 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. 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. The City reserves the right to select its own defense counsel.

18. UNCONTROLLABLE CIRCUMSTANCES

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.

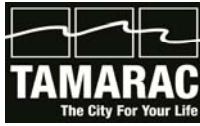
Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or

*City of Tamarac**Purchasing and Contracts Division*

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.

In the event that any City facility is closed due to uncontrollable forces as indicated in Section 18.1 of these Special Conditions, the Contractor shall not bill the City for the cost of hourly employees who are not working, unless such employees have been tasked to complete maintenance at that facility in an effort to restore the facility to operational status.

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TECHNICAL SPECIFICATIONS JANITORIAL SERVICES

BID NUMBER RFP NO. 13-01B

I. Scope of Services

The City of Tamarac is interested in obtaining proposals from qualified Contractors, to provide Janitorial Services as described herein for several City facilities.

The work consists of furnishing all labor, supplies, equipment, tools, service and supervision necessary to perform and maintain the work conducive with a neat, clean and orderly condition.

It shall be understood that in addition to the services, all tasks incidental to cleaning functions not specifically listed but normally included as general or routine janitorial practices shall be provided at no additional cost to the City.

The janitorial task and frequency schedules indicate the minimum acceptable cleaning frequency. The janitorial task and frequency schedules indicate the minimum acceptable cleaning frequency and does not exclude the removal of obvious dirt, dust, or litter from any floor, wall, window or door; nor does it exclude the removal of obvious fingerprints and marks from any wood, metal, or glass surface.

The City strives to maintain a clean workplace. However, due to the nature of the work performed by the City, occasionally tracked dirt and mud may be present. It is the responsibility of the Contractor to remove and clean all visible dirt and mud, and dispose of all obvious trash and litter.

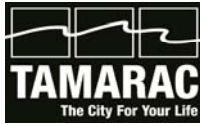
II. General Provisions

A. Performance Based Contracting:

The City of Tamarac desires to enter into a partnering agreement with the successful contractor, which will provide mutual benefits for both the City and the Contractor. Under a Performance Based Contract, the Contractor's satisfactory performance will result in the City's exclusive use of the Contractor for the full term of the Agreement, while unsatisfactory performance may result in the loss of the Contractor's rights to exclusivity upon passage of the guaranteed period of contract exclusivity.

The City of Tamarac guarantees that as long as the Contractor has not breached this Agreement, the Contractor shall be guaranteed an exclusive business relationship with the City for a minimum period of six (6) months.

Upon passage of the guaranteed contract period, this Agreement shall continue to remain in force, however future exclusivity under the Agreement shall be contingent on



the successful performance of the Contractor in accordance with the specifications contained herein. The City shall continue to utilize the Contractor exclusively, for the needs enumerated herein, if it is determined that the Contractor is providing satisfactory performance under the Agreement. Satisfactory performance shall be defined as follows:

Successful adherence to the requirements of this Agreement and successful completion of all tasks required under the specifications in a manner which is acceptable to the City.

The Contractor shall provide a level of service which shall lead to optimal agency satisfaction. Complaints, including but not limited to poor service, unacceptable follow-up, disputes relating to invoice processing, etc. shall constitute unsatisfactory performance. More than five (5) complaints, reviewed and solely determined by the City to be legitimate, per month will prompt a review of the Contractor's performance, and may result in cancellation of the exclusivity provision contained herein.

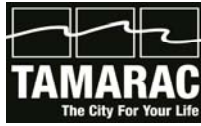
Contract Report Card: The City shall formally evaluate Contractor on an ongoing basis during the term of the Agreement. The City shall request City employees to serve on an evaluation panel during the contract term. Each employee will evaluate the Contractor using a "Contract Report Card" evaluation document, which will survey the Contractor's level of service. Evaluation criteria for the "Contract Report Card" will be developed by the City, with input from the Contractor. The City will periodically meet with the Contractor to discuss the results of the "Contract Report Card" evaluation for that period. A sample Contract Report Card is included as part of this bid document.

The evaluation of contractor performance and review of complaints shall be consistent with and in addition to performance requirements as identified in this document; including, but not limited to, Section 15 of the Special Conditions "Liquidated Damages", and Section C of the General Provisions "Performance".

B. Contract Period:

The contract period shall be for two and one-half (2.5) years based upon successful performance by the Contractor. The Contractor, however, shall initially contract exclusively with the City for a guaranteed period of six (6) months. The Contractor shall be evaluated by City personnel during this time period. During the initial six (6) month period, the contractor shall enjoy an exclusive contract relationship with the City. Upon completion of the initial six (6) month period, however, unsatisfactory performance by the Contractor shall result in the loss of exclusivity. Satisfactory performance will result in the Contractor maintaining its exclusive right to perform the requirements of this Agreement for additional six (6) month terms until the completion of the full two and one-half (2.5) year term.

Upon completion of the first full two and one-half (2.5) year period, the City reserves the right to renew the Contract for two (2) additional two (2) year periods based on the successful Bidder agreeing to the same terms and conditions and by giving written notice to the City not less than ninety (90) days prior to renewal date of any adjustment



in the Contract amount. Contract renewal will be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City. The ongoing performance evaluation process will continue during any renewal periods for the life of the Agreement.

C. Performance:

City is sole judge of non-performance. Failure of Contractor to comply with conditions, terms, specifications, and requirement of bid is just cause for termination of the Contract as enumerated in the Technical Specifications, Section II, "General Conditions", paragraph 2 "Contract Period" contained herein.

Routine Inspections: The City shall perform routine inspections of City facilities for compliance with this Contract. Deficiencies will be reported to the Contractor for correction.

Contract Performance:

The City, in cooperation with the successful Contractor, shall develop a "Contract Report Card", which will be utilized by agency personnel in the evaluation of the Contractor's performance. In the event that the Contractor does not receive a passing evaluation, the Contractor will be provided with an opportunity to correct any deficiencies within two (2) weeks after being notified of such deficiencies. Failure to correct such deficiencies may result in the Contractor's loss of its exclusive right to do business with the City.

D. Damages/Loss:

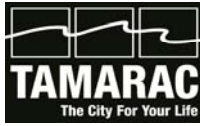
The successful bidder shall at all times guard against damages or loss to the property of City of Tamarac or of other vendors or contractors and shall be held responsible, at the City's discretion, to replace, repair, rebuild, or restore any such damage or loss.

E. Health & Safety:

Contractor certifies that all material, equipment, etc. contained in their bid meets all O.S.H.A. requirements.

In compliance with Chapter 422, Florida Statutes, Material Safety Data Sheets (MSDS) must accompany any items included in the latest edition of "Florida Substance List" which are used as a result of this bid. The MSDS sheets must be maintained by the user agency and must include the following information:

1. The chemical name and the common name of the toxic substance.
2. The hazards or other risks in the use of the toxic substance, including:
 - a. The potential for fire, explosion, corrosiveness, and reactivity.
 - b. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance.
 - c. The primary routes of entry and symptoms of overexposure.
3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the



toxic substances, including appropriate emergency treatment in case of overexposure.

4. The emergency procedure for spills, fire, disposal, and first aid.
5. A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
6. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.
7. All substances shall remain in manufacturer's container with manufacturer's labeling.

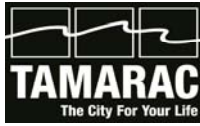
F. Environmental:

Energy conservation and recycling are issues of great concern to the City of Tamarac. To this end, Contractor agrees to:

The contractor shall use environmentally preferable practices. Environmentally preferable practices refers to the use of products and procedures which result in waste prevention, conservation of water and electricity, reduce air and water pollution, and minimize the use and disposal of toxic or harmful materials. Alternate products or procedures may be used in cases where an environmentally preferable product does not exist, produces inferior results, or is significantly higher priced.

1. Leave only designated night-lights burning upon departure from any City facility.
2. Use only sufficient lighting to accomplish cleaning.
3. Use only vacuums with high efficiency particulate filter bags with filters retaining particle sizes below one (1) micron.
4. Not change any thermostat settings at any time.
5. Maintain the separation of trash/solid waste and designated recyclables, and deposit each in the appropriate containers/receptacles and/or dumpsters at the site where the work is to be performed:

The City will provide recycling carts and garbage dumpsters at City facilities. Contractor will be responsible for separating recycling from garbage and shall deposit each in the appropriate containers. However, Contractor will not be expected to sort through garbage and/or recycling receptacles to extract recycling. In the event that recycling carts are full, not present, or otherwise inaccessible Contractor shall transport recycling to another facility, and shall report this to the City in the daily log. If the City fails to



provide a recycling cart within 24 hours, the Contract may dispose of recycling at the affected facility until recycling cart(s) are available.

Contractor shall report to City areas where recycling participation is low and provide assistance as needed.

Recycled items include: newspapers, office paper, mixed paper, plastic bottles and aluminum cans. Items can be removed or added at any given time.

The City utilizes waterless urinals in many of the facilities. The Contractor is responsible for cleaning waterless urinals per manufacturer's recommendations. The Contractor is also responsible for replacing waterless urinal cartridges as needed, but not less than once every six (6) months. Waterless urinals must be cleaned and cartridges replaced in a manner that prevents foul odors.

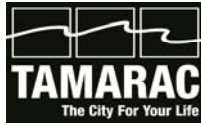
III. Security Requirements & Liquidated Damages

A. Liquidated damages:

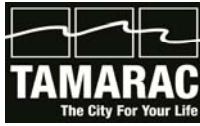
City security measures shall be strictly enforced. The parties agree that damages consequent to a breach of this article are not readily ascertainable at the time of execution of the Agreement, and agree that \$100 per incident is an amount proportionate to the cost incurred by the City as a result of that breach.

B. Security Requirements:

1. All contractor employees shall be neatly attired in a company uniform, which clearly displays the Company logo. Additionally, all contractor employees shall clearly display an identification badge at all times while present in City facilities. The identification badge shall at a minimum include a photograph of employee, the employee's full name, and the name of firm.
2. Contractor shall provide the City a listing of all contractor employees to be assigned to work in City facilities. This listing shall include the employee's first and last name, date of birth and social security number. This listing shall be maintained and updated by the contractor. In the event of any changes to assigned contractor personnel, the Contractor shall remit to the City a revised listing at least 48 hours prior to initiating any changes.
3. All Contractor personnel assigned to City facilities shall be subject to a criminal background check, which may be conducted at the City's expense. The result of this background investigation shall be provided to the City's Budget and Contracts Manager. The City shall be sole judge regarding the acceptability of individuals assigned to work in City facilities.



4. The Contractor shall procure and maintain, for the life of the Contract, a Fidelity Bond with limits of \$25,000 covering all employees that will be working within any City facility.
5. The City reserves the right to deny entry or to permanently bar access to individual contract employees.
6. Facility keys shall not be identified by either City name or address. Keys shall be tagged with a numerical code known only to the Janitorial Operations Management Staff. Under no circumstances will Contractor be allowed to make a copy of any key.
7. All windows and doors shall be positively locked during the cleaning operations and when leaving following completion of the cleaning activities.
8. Unauthorized personnel shall not be permitted to enter any City facility.
9. Contractor shall not begin work prior to 6:00 pm and shall have all work completed by 7:00 am, except where otherwise noted. The Contractor's employees shall conduct themselves in a courteous manner and make every effort to avoid any disruption to City employees or patrons.
10. Work shall be supervised and a working supervisor shall be on premises at all times.
11. The Contractor's employees are not to use City equipment (i.e., coffee makers, typewriters, adding machines, copiers, radios, telephones, machinery, etc.) for any reason unless approved in writing by the Public Works Director or designee.
12. Only discarded items either for garbage or recycling shall be removed by cleaning staff. Cleaning staff shall not make assumptions as to the status of unattended items.
13. A lost and found policy shall be implemented by Contractor and communicated to the Public Works Director or designee.
14. Contractor shall immediately report suspicious activity, unusually occurrences, damage, and/or vandalism to the City's Building Maintenance Supervisor or designee.



IV. Additional Provisions

A. Supplies:

Contractor will be responsible for providing all supplies including, but not limited to, paper towels, seat covers, toilet tissue, trash liners, cleaning supplies, sanitary supplies, soap, etc. as necessary to meet conditions, terms, specifications, and requirement of bid. The Contractor must furnish and maintain, in good repair, all equipment including, but not limited to mops, brooms, floor machines, etc. and any other equipment necessary to perform assigned duties. All cleaning products shall be reviewed and approved by City prior to usage.

No acid based cleaning products shall be used.

Only manufacturer recommended cleaning products shall be utilized on rubber flooring. In all cases, it is the responsibility of the Contractor to ensure materials used do not damage or harm surfaces to be cleaned or treated. The correction of any damage resulting from a cleaning material or solution used shall be the responsibility of the Contractor, and all corrections shall be performed at no cost to the City.

B. Dispenser refilling:

Overlooked items shall be handled promptly. Upon notification of oversight from City, Contractor will be expected to provide corrective actions within four (4) hours. All dispensers shall be sufficiently stocked to cover a 24-hour period of normal use. The contractor shall provide the City with a stock of all restroom dispensable materials including, but not limited to, soap, toilet paper, and paper towels for "emergency" refills due to overuse or abuse during normal operating hours. At no time, will the City be responsible to refill dispensers missed or not adequately stocked.

In order to minimize overuse or abuse of dispensable product, the City supports the use of dispensers that minimize waste. In instances where use or abuse is indicated the City may provide support (e.g. cost sharing, installation, etc.) in changing dispensers, provided there is no reduction in performance. In the event where dispenser change is requested to reduce operating cost of the contractor, the Contractor shall be responsible for all associated costs. In any case, the change shall be approved by the City prior to installation and upon installation all dispensers become the property of the City.

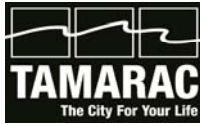
C. Meetings:

The Contractor or a designated representative, at the discretion of the Public Works Director or designee, shall be made available for periodic meetings with City personnel.

D. Schedule:

Within thirty (30) days of Contract commencement the Contractor shall provide the Building Maintenance Supervisor or designee with a Schedule for Periodic Tasks identifying the proposed schedule for monthly, quarterly, and semi-annual tasks, which will be performed during the entire term of the contract.

No later than the 5th of every month, the Contractor shall provide the Building Maintenance Supervisor with a report of monthly, quarterly, and semi-annual tasks



performed in the previous month; the contractor shall also provide any updates or changes to the Schedule for Periodic Tasks for the coming month.

E. Holidays:

Contractor's services will not be required on City observed Holidays. In the event the Contractor chooses to work on a City observed holiday, 48 hour advance notice is required. Such work performed on City observed Holidays, as agreed to by the City, and which is within the scope of the contract, will be for the convenience of the Contractor and will not result in additional charges to the City. City observed holidays include the following:

- New Years Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- July 4th
- Labor Day
- Veteran's Day
- Thanksgiving Day (Thursday)
- Day after Thanksgiving (Friday)
- Christmas Eve
- Christmas Day

F. Storage closet areas:

The City provides a reasonable amount of storage space and janitor closets within each facility. The Contractor is responsible to maintain these areas including, but not limited to, cleaning soiled mops and emptying dirty water. Such areas shall be well kept as to avoid foul odors.

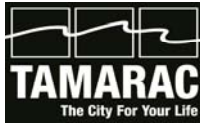
The Contractor is responsible for providing any additional storage required for equipment, materials, or supplies.

G. Communication log book:

This book shall be kept at City Hall in the lower storage closet. Entries shall be made as needed and only Contractor's supervisor and City shall be allowed to make entries. This book will serve as a communication tool between the City Public Works designee and Contractor's supervisor.

H. Dispute resolution:

All disputes pertaining to this Bid between the City and the Contractor shall be settled internally with the appropriate City staff making the final determination and through the following chain of command: 1) Public Works Superintendent, 2) Budget and Contracts Manager, 3) Public Works Operations Manager, 4) Assistant Director of Public Works, and 5) Director of Public Works. The Purchasing and Contracts Manager shall be present and included in all dispute resolution meetings pertaining to this Bid. In the event a dispute cannot be settled through the chain of command set forth in this section, the dispute shall be brought forward in a court of competent jurisdiction. The laws of Florida shall be controlling. Venue shall be in Broward County, Florida.



V. Frequency of Duties

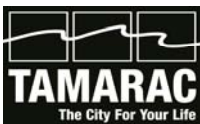
General Duties

Duties to be performed for all City Facilities as identified in Technical Specifications Section VII: City Facilities in addition to specific duties and responsibilities as identified in this document.

All City Facilities identified in this document are public buildings. As such, City employees, elected officials, and members of the public, may use buildings after normal operating hours. It is the responsibility of the Contractor to minimize disruption of activities in City facilities. The City will make reasonable efforts to notify the Contractor of after hour activities; however, it is the responsibility of the Contractor to coordinate the work schedule with the City on an ongoing basis.

Except where otherwise specified or agreed to by both parties, the Contractor's services will not be required on weekends. In the event the Contractor chooses to work on a Saturday or Sunday, 48 hour advance notice is required. Such work performed on weekends, as agreed to by the City, and which is within the scope of the contract, will be for the convenience of the Contractor and will not result in additional charges to the City.

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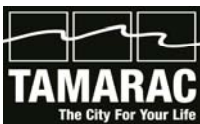
JANITORIAL DUTIES – CLEANING STANDARDS ALL DUTIES TO BE COMPLETED DAILY, UNLESS OTHERWISE NOTED

RESTROOMS and LOCKER ROOMS

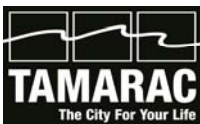
Clean and sanitize all shower stalls, toilets seats, toilet bowls, and urinals
Clean and sanitize waterless urinals
Clean and sanitize all sinks and sink fixtures
Clean all mirrors and glass
Clean and sanitize all door handles, touch plates, and light switches
Clean and fill all dispensers, including, but not limited to hand soap, toilet paper, paper towels, and toilet seat covers
Mop and disinfect floors
Clean doors and hardware, including bathroom stalls
Clean and sanitize all partitions, tile walls, and hand dryers
Check air fresheners, and fill as needed
Clean and disinfect all benches and chairs
Weekly Duties
Clean and dust locker exteriors including all horizontal surfaces
Dust and clean exterior of vending machines, including all horizontal surfaces
Clean and sanitize entrance doors inside and out
Clean and refill all floor drains
Semi-annual Duties
Replace Waterless Urinal Cartridges as needed, but not less than once every four months, replace waterless urinal cartridges

BREAK AREAS and KITCHEN AREAS

Clean and sanitize sinks and sink fixtures
Mop and disinfect floors
Clean and fill soap and paper towel dispensers
Clean and disinfect all counters and table tops
Weekly Duties
Dust and clean exterior of vending machines, including all horizontal surfaces
Dust and clean exterior of all refrigerators, microwaves, and other appliances; (interior cleaning of ALL appliances is the responsibility of the City)



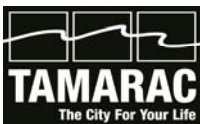
OFFICES and CONFERENCE ROOMS
Clean and polish conference table tops
Dust all furniture
Weekly Duties
Dust all horizontal surfaces of desks, file cabinets, bookcases, copiers, etc, without moving or disturbing ANY materials Only exposed surfaces shall be dusted; and cluttered desks, cabinets, and other work areas shall not be dusted
ENTRYWAYS, FOYERS, HALLWAYS, and CORRIDORS
Clean and polish reception counters
Clean and sanitize drinking fountains
Clean all building entrance doors inside and out, including all glass surfaces, and remove fingerprints and marks from all handles and touch plates
WINDOWS AND DOORS (in all rooms and buildings unless otherwise specifically noted)
Spot clean all window interiors
Spot clean all window sills and all door jambs
Dust and spot clean both surfaces of all interior doors
Weekly Duties
Remove fingerprints and marks from all interior door handles and push plates
Dust all window blinds
Dust all window sills and door jambs
Monthly Duties
Clean all window interiors including all glass, grids, frames, sills, etc.
Clean all window blinds
Quarterly Duties
Clean all exterior windows per approved schedule.
FLOORS, CARPETS, and MATS (in all rooms and buildings unless otherwise specifically noted)
Carpet vacuumed and spot cleaned
Non-carpeted floors and exposed stairways swept and/or dust mopped and damp mopped (including removal of scuff marks)
Vacuum all entrance mats
Sweep and / or dust mop all enclosed stairways
Weekly Duties
Sweep and damp mop all enclosed stairways
Semi-annual Duties
Shampoo or extraction clean all carpeted areas
Strip, seal, and wax all resilient floors, per approved schedule



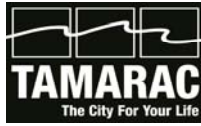
Multi-Purpose Terraflex Sports Flooring Gym Floor (Per Manufacturer's Recommendation)
Sweep or dust mop, including removal of scuff marks
Damp mop with pH neutral cleaner diluted in clean water
Vacuum all entrance mats
Weekly Duties
Sweep and dust mop
Damp mop or machine scrub using a 350 rpm scrubber or an auto-scrubber and a white pad with pH neutral cleaner diluted in clean water, and rinse with clean water
Semi-annual Duties
Shampoo or extraction clean all carpeted areas
Strip, seal, and wax all resilient floors, per approved schedule

TCC Wood Court Gym Floor (Per Manufacturer's Recommendation)
Dust mop, using diluted approved floor cleaner as needed
Remove scuff marks, gum,
Vacuum all entrance mats

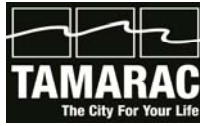
GENERAL CLEANING DUTIES (in ALL rooms and buildings unless otherwise specifically noted)
Empty and clean all trash receptacles / replace liners (2 mils minimum in kitchens, break rooms, large garbage containers, and any other container requiring heavy-duty liners)
Empty and clean all paper recycling bins
Check bottle and can recycling bins, empty and clean as needed
Separate and deposit all trash and recyclables in appropriate receptacles
Spot clean all walls and partitions
Weekly Duties
Dust all Ledges, sills, door jambs, and baseboards
Remove fingerprints and marks from all light switches
Monthly Duties
High dust for spider webs
Dust all wall objects
Clean air vents, including exhaust vents, supplies, and returns. This includes facilities with high ceilings; and City will provide one-man lift, with adequate notice.
Semi-annual Duties
Clean and shampoo upholstered furniture in lobby and administrative offices.
Pressure wash entrances tile or pavers.



CITY FACILITIES
FACILITY TO BE CLEANED ADDRESS TYPES OF CLEANING (list for illustrative purposes only, and in no way is to be considered complete) APPROXIMATE SIZE OF AREA TO BE CLEANED FREQUENCY
CITY HALL 7525 NW 88TH AVENUE OFFICES AND CONFERENCE ROOMS, RESTROOMS, BREAKROOMS, ENTRYWAYS AND FOYERS 47,924 SQ FT MONDAY – FRIDAY
PUBLIC WORKS BUILDING 6011 NOB HILL ROAD OFFICES AND CONFERENCE ROOMS, RESTROOMS AND LOCKER ROOMS, BREAKROOMS, ENTRYWAYS AND FOYERS 18,000 SQ FT MONDAY – FRIDAY
PARKS ADMINISTRATION BUILDING 6001 NOB HILL ROAD OFFICES AND CONFERENCE ROOMS, RESTROOMS AND LOCKER ROOMS, BREAKROOMS, ENTRYWAYS AND FOYERS 11,235 SQ FT MONDAY – FRIDAY
UTILITY / IT BUILDING 10101 STATE STREET (At Nob Hill Road) OFFICES AND CONFERENCE ROOMS, RESTROOMS AND LOCKER ROOMS, BREAKROOMS, ENTRYWAYS AND FOYERS 20,000 SQ FT MONDAY – FRIDAY
WATER TREATMENT PLANT 7803 NW 61ST STREET OFFICES AND CONFERENCE ROOMS, RESTROOMS AND LOCKER ROOMS, BREAKROOMS, ENTRYWAYS AND FOYERS 4,760 SQ FT MONDAY – FRIDAY
RECREATION CENTER 7501 N. UNIVERSITY DRIVE OFFICES AND CONFERENCE ROOMS, RESTROOMS (including exterior restrooms), BREAKROOMS, ENTRYWAYS AND FOYERS (excluding concension area) 15,100 SQ FT SEVEN DAYS PER WEEK



CITY FACILITIES (continued)
MULTI-PURPOSE CENTER 7531 N. UNIVERSITY DRIVE OFFICES AND CONFERENCE ROOMS, RESTROOMS AND LOCKER ROOMS, BREAKROOMS, ENTRYWAYS AND FOYERS 16,794 SQ FT SEVEN DAYS PER WEEK
CAPORELLA AQUATIC CENTER 9300 NW 58TH STREET OFFICES, RESTROOMS AND LOCKER ROOMS, BREAKROOMS ENTRYWAYS AND FOYERS 7,396 SQ FT SEVEN DAYS PER WEEK
TAMARAC COMMUNITY CENTER 8601 W COMMERCIAL BOULEVARD OFFICES AND CONFERENCE ROOMS, RESTROOMS, BREAKROOMS, ENTRYWAYS AND FOYERS 30,000 SQ FT SEVEN DAYS PER WEEK
FIRE STATION 15 6000 HIATUS ROAD OFFICES AND CONFERENCE ROOMS, RESTROOMS, BREAKROOMS, ENTRYWAYS AND FOYERS 6,059 SQ FT (First floor lobby & second floor administrative area) SEVEN DAYS PER WEEK



VI. Special Events Cleaning and Day Porter Services

A. Special Events:

The City may occasionally, for whatever reason, have special events that require janitorial attention beyond to the regularly scheduled services; or the City may require Day Porter Cleaning services, in addition to regularly scheduled services. Such services may be utilized by the City at the City's option; and may include, but not limited to:

Spray buff resilient floors	Carpet cleaning
Furniture Polishing	Glass cleaning
Floor stripping	Waxing and sealing
Upholstery shampooing	Pressure cleaning
Day Porter Services (see specifications below)	

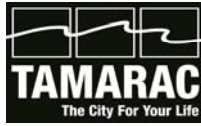
B. Day Porter Services:

The City may request Contractor to provide one (1) day porter to provide various duties daily on an as needed basis. Day porter may be required to work not more than 10 hours per day. Day porter may be required to float between buildings doing work as needed (replace paper products, clean restrooms, mop, dust, etc.) Day porter must have reliable means of transportation to move between facilities as needed. Day porter must be able to read, write, and speak English. The City will provide a radio or similar means of communication for use by the day porter while on site. Contractor will be responsible for providing all cleaning supplies, dispenser refills, and other equipment or materials needed to complete work.

If utilized, day porter will be responsible for on-going spot cleaning of City facilities, with specific attention to restrooms, entryways, and lobby areas. Duties may include, but not limited to:

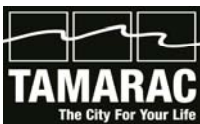
- Spot clean restrooms, wipe down sinks and vanities, pick up and dispose of paper and trash, mop up spills and splashes, clean and disinfect toilet seats and bowls.
- Check and refill dispensers (e.g. toilet paper, paper towels, soap, etc.)
- Police entryways and lobby areas for trash, pick up and dispose of trash and litter inside and immediately outside of any entryway or lobby area.
- Spot clean entryway doors and windows removing fingerprints and marks
- Sweep and / or dust mop non-carpeted areas in entryways and lobby areas.
- Notify City Project Manager of any safety or health issues (e.g. burnt out light bulbs, trip hazards, etc.) Spot clean other areas as directed by the City Project Manager.

To this end, the Contractor shall include a separate cost listing on the Bid Form. The provision of such services shall be considered optional, and will not impact the award decision of the City.



The City's option to utilize Day Porter Service shall not alter or affect the terms and conditions of the Contract. Any services provided by the Day Porter would be in addition to the required tasks; and any deficiencies in service would be addressed per the terms and conditions of the Agreement.

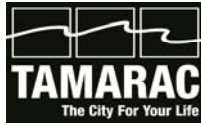
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VII. City Facilities

The City, at its own discretion, may choose to expand or reduce contracted janitorial services to City facilities in the future under the same General Terms and Conditions, Special Conditions, and Technical Specifications described herein. Therefore, Contractor shall supply a separate cost (cost per facility) listing for providing janitorial services to the following facilities:

CITY FACILITY NAME AND ADDRESS	HOURS WHEN CLEANING CAN BE DONE
FIVE DAYS PER WEEK (MONDAY – FRIDAY)	
City Hall 7525 NW 88th Avenue, Tamarac	6:00 PM to 7:00 AM
Public Works Building (1st Floor – Building Dept / 2nd Floor Public Works) 6011 Nob Hill Road, Tamarac	6:00 PM to 7:00 AM
Parks Administration 6001 Nob Hill Road, Tamarac	6:00 PM to 7:00 AM
Water Treatment Plant, 7803 NW 61st Street, Tamarac	5:00 PM to 9:00 PM
Fire Station #15, 6000 Hiatus Road, Tamarac	6:00 PM to 6:00 AM
Utility / IT Building 10101 State Street (at Nob Hill Road)	6:00 PM to 7:00 AM
SEVEN DAYS PER WEEK (SUNDAY – SATURDAY)	
Recreational Center, 7501 North University Drive, Tamarac	9:30 PM to 6:00 AM
Multi Purpose Center, 7531 North University Drive, Tamarac	9:30 PM to 6:00 AM
Caporella Aquatic Center, 9300 NW 58th Street, Tamarac	9:30 PM to 6:00 AM
Community Center, 8601 W. Commercial Blvd., Tamarac	9:30 PM to 6:00 AM



A. Future City Facilities:

Facilities acquired, constructed, and/or expanded by the City may, at the City's own discretion, utilize contracted janitorial services under the same General Terms and Conditions, Special Conditions, and Technical Specifications described herein. At such time, and as requested in writing by the City, the Contractor shall supply a separate cost (cost per facility) listing for providing janitorial services to said City facilities.

Contractor's prices for the above-mentioned facilities will remain fixed and firm for the entire term of the Contract. Additionally, Contractor agrees to begin providing regularly scheduled services to any or all of the above facilities within thirty (30) days of notification from the City.

VIII. Environmentally Friendly Products

When feasible, the City requires utilizing cleaning products, which have been certified as environmentally sensitive by a third party, such as Green Seal, the Environmental Choice Program, Environmental Protection Agency, or other qualified organization.

Please provide a complete list of proposed certified environmentally friendly products along with your bid response. Due to the availability of a sufficient selection of cost-competitive, effective, and environmentally sensitive cleaning supplies the proposed products must include, but is not limited to the following categories:

Bathroom Cleaners

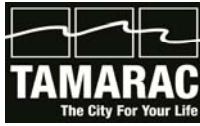
Carpet Cleaners

General Purpose and Hard Floor Surface Cleaners

Glass, Window, and Mirror Cleaners

Hand Cleaners and Hand Soaps

Paper Products



City of Tamarac

Purchasing and Contracts Division

COMPANY NAME: (Please Print):

Phone:

Fax:

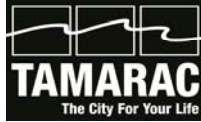
---NOTICE---

BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...

- ☐ 1. Carefully read the General Terms & Conditions, Special Conditions and the General Requirements.
 - ☐ 2. Carefully read the Detailed Specifications, and then properly fill out the BID FORMS (Attachment "A").
 - ☐ 3. Fill out and sign the NON-COLLUSIVE AFFIDAVIT (Attachment "B") and have it properly notarized.
 - ☐ 4. Sign the CERTIFICATION page (Attachment "C"). Failure to do so will result in your Bid being deemed non-responsive.
 - ☐ 5. Fill out the BIDDERS QUALIFICATION STATEMENT (Attachment "D").
 - ☐ 6. Fill out the REFERENCES page (Attachment "E").
 - ☐ 7. Sign the VENDOR DRUG FREE WORKPLACE FORM (Attachment "F").
 - ☐ 8. Fill out the LIST OF SUBCONTRACTORS (Attachment "G").
 - ☐ 9. Include a 5% BID BOND. (Attachment "H"). Failure to provide a bond will result in automatic rejection of your bid.
 - ☐ 10. Include proof of insurance.
 - ☐ 11. Carefully read the CHANGE ORDER (Attachment "I"), and the STANDARD FORM OF AGREEMENT.
 - ☐ 12. Submit ONE (1) Original AND TWO (2) Photocopies of your bid, clearly marked with the BID NUMBER AND BID NAME on the outside of the package.
 - ☐ 13. 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 PAGE AND THE FOLLOWING PAGES ARE
TO BE RETURNED WITH YOUR BID.

THIS SHOULD BE THE FIRST PAGE OF YOUR BID.



City of Tamarac

Purchasing and Contracts Division

ATTACHMENT "A"
BID FORM
BID NO. 13-01B

Submitted by: (Bidder)

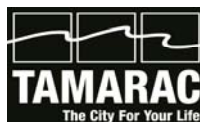
Date:

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 an agreement 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 sixty (60) days after the day of bid opening. Bidder will sign and submit an agreement with 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.

City of Tamarac



Purchasing and Contracts Division

ATTACHMENT "A"
BID FORM
(continued)
BID NO. 13-01B

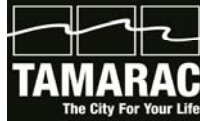
The City of Tamarac is hereby requesting Bids, from qualified vendors, to furnishing all labor, supplies, materials, equipment, tools, service and supervision necessary to properly perform and maintain each City facility in a neat, clean and orderly manner.

We propose to furnish the following in conformity with the specifications and at the below 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.

City Facility Name and Location	Monthly Cost	Annual Cost
City Hall 7525 NW 88th Avenue, Tamarac	\$_____	\$_____
Public Works Department 6011 Nob Hill Road, Tamarac	\$_____	\$_____
Parks Administration Building 6001 Nob Hill Road, Tamarac	\$_____	\$_____
Water Treatment Plant 7803 NW 61st Street, Tamarac	\$_____	\$_____
Fire Station #15 6000 Hiatus Road, Tamarac	\$_____	\$_____
Utility / IT Building State Street & Nob Hill Road	\$_____	\$_____
Recreational Center, 7501 North University Drive, Tamarac	\$_____	\$_____
Multi Purpose Center 7531 North University Drive, Tamarac	\$_____	\$_____
Caporella Aquatic Center 9300 NW 58th Street, Tamarac	\$_____	\$_____
Community Center 8601 W. Commercial Blvd., Tamarac	\$_____	\$_____
TOTAL COST FOR ALL ABOVE LISTED FACILITIES AND CLEANING SERVICE [PLEASE NOTE PAYMENTS WILL BE MADE BY FACILITY ON A MONTHLY BASIS]	\$_____	\$_____

 Company Name

 Authorized Signature

**ATTACHMENT "A"**

BID FORM
(continued)
BID NO. 13-01B

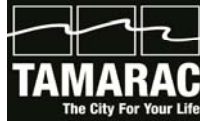
We propose to furnish the following Special Events Cleaning and / or Day Porter Service in conformity with the specifications and at the below bid prices. The bid prices quoted have been checked and certified to be correct. Said prices are fixed and firm and shall be paid to Bidder for the successful completion of its obligation as specified in the contract documents.

The City shall occasionally, for whatever reason, have special events that will require janitorial attention unique to the regularly scheduled services; or may require day porter services. The Contractor will include square foot or hourly rates, as indicated, for the following services. Contractor's prices for these services will remain fixed and firm for the entire term of the Contract. Additionally, Contractor agrees to provide any or all of these services upon no less than twenty-four (24) hours' notice from the City.

Special Events Cleaning / Day Porter Services	Amount	Per Sq Ft / Per Hour
Spray buff of resilient floors	\$_____	Per Sq Ft
Floor stripping, waxing and sealing	\$_____	Per Sq Ft
Carpet shampooing (bonnet method)	\$_____	Per Sq Ft
Carpet shampooing (extraction method)	\$_____	Per Sq Ft
Furniture polishing	\$_____	Per Hour
Upholstery shampooing	\$_____	Per Hour
Glass cleaning	\$_____	Per Hour
Pressure cleaning	\$_____	Per Hour
Day Porter Service (Monday – Friday)	\$_____	Per Hour
Day Porter Service (Saturday – Sunday)	\$_____	Per Hour

 Company Name

 Authorized Signature

**ATTACHMENT "A"**

**BID FORM
(continued)
BID NO. 13-01B**

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.

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 of Tamarac. The City reserves the right to award the bid on a split order basis, lump sum or individual item basis unless otherwise stated.

 Company Name

 Authorized Signature

 Address

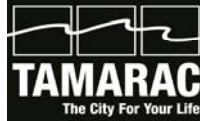
 Typed/Printed Name

 City, State, ZIP

 Telephone & Fax Number

 Contractor's License Number

 Federal Tax ID#



ATTACHMENT "A"

BID FORM
(continued)

Bidders Name:

TERMS: _____ % **DAYS:** _____

Delivery/completion:_____ calendar days after receipt of Purchase Order.

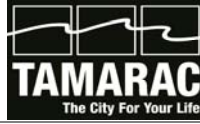
To be considered eligible for award, **one (1) original and two (2) copies of this bid form MUST** be submitted with the Bid.

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.

[illegible]

**ATTACHMENT "A"**
**BID FORM
(continued)**

Bidder's Name:

Variations:

The Bidder shall identify all variations and exceptions taken to the Instructions to Bidders, the Special Conditions and any Technical Specifications in the space provided below; provided, however, that such variations are not expressly prohibited in the bid documents. For each variation listed, reference the applicable section of the bid document. If no variations are listed here, it is understood that the Bidder's Proposal fully complies with all terms and conditions. It is further understood that such variations may be cause for determining that the Bid Proposal is non-responsive and ineligible for award:

Section	Variance
----------------	-----------------

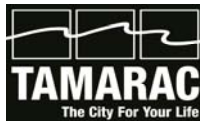
Section	Variance
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Section	Variance
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Section	Variance
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Attach additional sheets if necessary.

City of Tamarac



Purchasing and Contracts Division

ATTACHMENT "B"**NON-COLLUSIVE AFFIDAVIT**

State of _____)

)ss.

County of _____)

_____ being first duly sworn,
deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Offeror that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. 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;
5. 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.

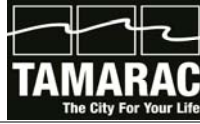
Signed, sealed and delivered in the presence of:

_____ By _____
Witness

_____ Printed Name

_____ Title

City of Tamarac



Purchasing and Contracts Division

ATTACHMENT "B"

**NON-COLLUSIVE AFFIDAVIT
(continued)**

ACKNOWLEDGMENT

State of Florida

County of _____

On this the ____ day of _____, 200__, 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:

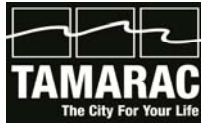
NOTARY PUBLIC, STATE OF FLORIDA

(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



City of Tamarac

Purchasing and Contracts Division

ATTACHMENT "C"**CERTIFICATION**

THIS DOCUMENT MUST BE SUBMITTED WITH THE BID

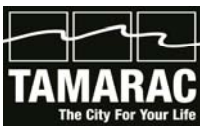
We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we(I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any 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_____
Name (Printed or typed)_____
Title/Security No._____
Federal employer I.D./Social_____
Company name_____
Address_____
City/State/Zip_____
Telephone_____
Fax Number_____
Contractor's License Number



City of Tamarac

Purchasing and Contracts Division

ATTACHMENT "D"**OFFEROR'S QUALIFICATION STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO:

City of Tamarac

Purchasing and Contracts Manager

ADDRESS:

7525 NW 88th Avenue

Tamarac, Florida 33321

Submitted By: _____

Name: _____

Address: _____

Principal Office: _____

Telephone No. _____

Fax No. _____

Check One

☐ Corporation

☐ Partnership

☐ Individual

☐ Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is:

The address of the principal place of business is:

2. If Offeror is a corporation, answer the following:

a) Date of Incorporation: _____

b) State of Incorporation: _____

c) President's name: _____

d) Vice President's name: _____

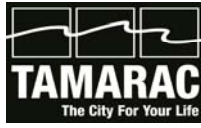
e) Secretary's name: _____

f) Treasurer's name: _____

g) Name and address of Resident Agent: _____

3. If Offeror is an individual or a partnership, answer the following:

a) Date of organization: _____



City of Tamarac

Purchasing and Contracts Division

d) Name, address and ownership units of all partners:

e) State whether general or limited partnership: _____

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name? _____

a) Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

8. Have you personally inspected the site of the proposed work?

☐ YES ☐ NO

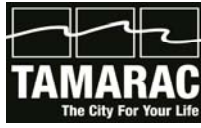
9. Do you have a complete set of documents, including drawings and addenda?

☐ YES ☐ NO

10. Did you attend the Pre-Proposal Conference if any such conference was held?

☐ YES ☐ NO

11. Have you ever failed to complete any work awarded to you? If so, state when, where and why:



City of Tamarac

Purchasing and Contracts Division

12. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed and to which you refer (government owners are preferred as references).

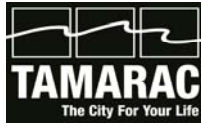
Name	Address	Telephone

13. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

14. State the name of the individual who will have personal supervision of the work:

15. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Offeror's business and indicate the percentage owned of each such business and/or individual:

16. State the names, addresses and the type of business of all firms that are partially or wholly owned by Offeror:



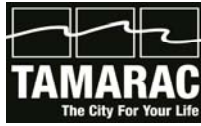
17. State the name of Surety Company which will be providing the bond, and name and address of agent:

18. Bank References:

Bank	Address	Telephone

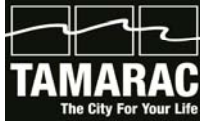
The City reserves the right to request a financial statement including Proposer's latest balance sheet and income statement showing the following items. If financial statements are requested, bidder must provide the required documentation with three (3) business days after the request. The information must include the following:

- a) Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials, real estate, stocks and bonds, equipment, furniture and fixtures, inventory and prepaid expenses):
 - f) Net Fixed Assets
 - g) Other Assets
 - h) Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, real estate encumbrances and accrued payroll taxes).
 - i) Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings):
19. State the name of the firm preparing the financial statement and date thereof:
20. Is this financial statement for the identical organization named on page one?
- ☐ YES ☐ NO
21. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

*City of Tamarac**Purchasing and Contracts Division*

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

(Signature)



City of Tamarac

Purchasing and Contracts Division

ACKNOWLEDGEMENT

State of Florida

County of _____

On this the ____ day of _____, 200_, 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:

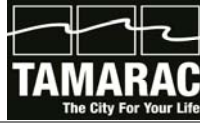
 NOTARY PUBLIC, STATE OF FLORIDA

 (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

**ATTACHMENT "E"****REFERENCES**

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

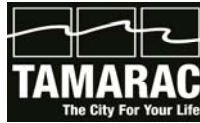
Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

**ATTACHMENT "F"****VENDOR DRUG-FREE WORKPLACE**

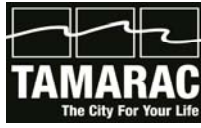
Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition 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:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 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.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

 Authorized Signature

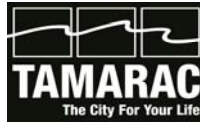
 Company Name

**ATTACHMENT "G"****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.

Work to be Performed	Contractor License Number	Percent of Total Contract	Subcontractor's Name and Address
1. _____	_____	_____	_____ _____ _____ _____
2. _____	_____	_____	_____ _____ _____ _____
3. _____	_____	_____	_____ _____ _____ _____
4. _____	_____	_____	_____ _____ _____ _____
5. _____	_____	_____	_____ _____ _____ _____
6. _____	_____	_____	_____ _____ _____ _____

City of Tamarac



Purchasing and Contracts Division

ATTACHMENT "H"**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.

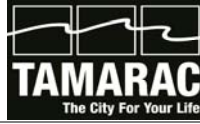
THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has
 submitted the accompanying Bid, date _____, 200____,
 for:

Bid No. _____,

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.



City of Tamarac

Purchasing and Contracts Division

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

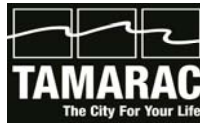
Secretary

Title

Attorney-In-Fact*

By

*Impress Corporate Seal

**ATTACHMENT "I"****FORM PAYMENT BOND**

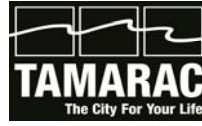
KNOW ALL MEN BY THESE PRESENTS:

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/Contract/Project No.: _____ 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.



City of Tamarac

Purchasing & Contracts Division

- 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_____
Principal

(AFFIX SEAL)

By_____
Signature and Title_____
Type Name and Title signed above

WITNESSES

Surety_____
Secretary_____
By

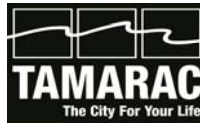
(AFFIX SEAL)

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



City of Tamarac

Purchasing & Contracts Division

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:

(Name of Corporate Officer)

_____, of
(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

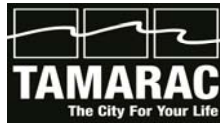
CERTIFICATE AS TO PRINCIPAL

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)



ATTACHMENT "J"

FORM PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

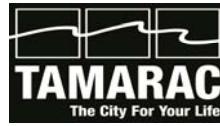
That, pursuant to the requirement of Florida Statute 255.05, we, _____, _____ as Principal, hereinafter called CONTRACTOR, and, _____ as Surety, are bound to the City of Tamarac, Florida, as Obligee, hereinafter called OWNER, in the amount of _____ Dollars, (\$ _____) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has entered into a Contract, Bid/Contract/Project No.: _____ 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 one (1) year 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.

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:

- 4.1 Complete the Contract in accordance with its terms and conditions; or



City of Tamarac

Purchasing & Contracts Division

- 4.2 Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Bidder, or, if the 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)

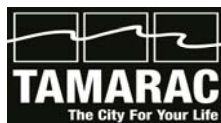
Principal_____
By_____
Signature and Title_____
Type Name and Title signed above

WITNESSES

Secretary

(AFFIX SEAL)

Surety_____
By_____
Signature and Title_____
Type Name and Title signed above



City of Tamarac

Purchasing & Contracts Division

IN THE PRESENCE OF:

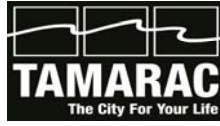
INSURANCE COMPANY:

By Agent and Attorney-in-Fact

Address

City/State/Zip Code

Telephone



City of Tamarac

Purchasing & Contracts Division

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.

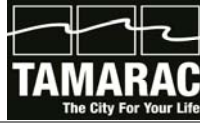
NOTARY PUBLIC
SEAL OF OFFICE:

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



City of Tamarac

Purchasing and Contracts Division

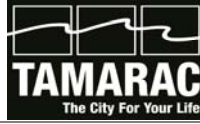
CERTIFICATE AS TO PRINCIPAL

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)

City of Tamarac



Purchasing and Contracts Division

ATTACHMENT "K"**CHANGE ORDER**

DATE OF ISSUANCE: _____ CHANGE ORDER NO. _____

OWNER: PROJECT NAME: _____
 CITY OF TAMARAC _____
 7525 NW 88th Avenue _____
 Tamarac, FL 33321-2401 _____

BID NO. _____ PROJECT NO. _____

CONTRACTOR _____ P.O. NUMBER _____

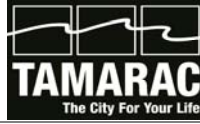
IN COMPLIANCE WITH SPECIFICATIONS IN THE ABOVE REFERENCED CONTRACT, THE CONTRACTOR AND THE CITY DO BOTH HEREBY AGREE THAT THE CONTRACTOR SHALL MAKE THE FOLLOWING CHANGES, ADDITIONS OR DELETIONS TO THE WORK SPECIFIED IN THE PLANS AND SPECIFICATIONS:

DESCRIPTION: _____

PURPOSE OF CHANGE ORDER: _____

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price	Original Contract Time
\$ _____	
Previous Change Order No. _____ to No. _____	Net change from previous change orders
\$ _____	
Contract Price prior to this Change Order	Contract Time prior to this Change Order
\$ _____	
Net (Increase) of this Change Order	Net (Increase) of this Change Order
\$ _____	
Contract Price with all approved Change Orders	Contract Time with all approved Change Orders
\$ _____	

BY	RECOMMENDED	BY	APPROVED	BY	APPROVED
	Director		City Manager		Contractor
Date	_____	Date	_____	Date	_____



SAMPLE AGREEMENT BETWEEN THE CITY OF TAMARAC AND

THIS AGREEMENT is made and entered into this ____ day of _____ 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 City-wide Janitorial Services.

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

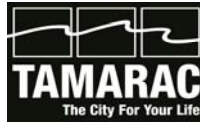
1) The Contract Documents

The contract documents consist of this Agreement, Invitation for Bid Document No. 13-01B, "City-wide Janitorial Services", 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 Invitation for Bid # 13-01B, "City-wide Janitorial Services" as issued by the City, and the Contractor's Proposal, Invitation for Bid 13-01B as issued by the City shall take precedence over the Contractor's Bid. 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 as indicated in the bid package Bid NO. 13-01B Citywide Janitorial Services.
- 2.1.2 Contractor shall furnish all labor, supplies, materials, equipment, tools, service and supervision necessary to properly perform and maintain each City facility in a neat, clean and orderly manner as per the specifications listed within the bid document.
- 2.1.3 Contractor shall clean up and remove each day all debris and material created by the work at the contractor's expense.
- 2.1.4 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.

- 2.1.5 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.
- 2.1.6 All equipment must be stored in a safe manner when not in operation. The City shall not be responsible for damage to any equipment or personal injuries caused by the Contractor's failure to safely store equipment.
- 2.1.7 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.
- 2.1.8 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.

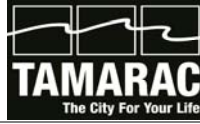
3) Insurance

Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, 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.

- 3.1. 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. The City reserves its right to select its own defense counsel. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

4) Time of Commencement

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 Purchase Order.



5) Contract Sum

The Contract Sum for the above work is (Amount for which Agreement is made) _____(\$) annually for the ten (10) city facilities listed within the bid form.

6) Payments

6.1 The City shall pay in full the Contract Sum to the Contractor upon completion of the work listed in Paragraph 2 of this Agreement unless the parties agree otherwise. Upon receipt of a properly executed invoice from the Contractor, the City shall pay the Contractor for work performed subject to the specifications of the job and subject to any additions and deductions by subsequent change order provided in the contract documents.

6.2 All payments under this Agreement shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

7) Waiver of Liens

Prior to 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.

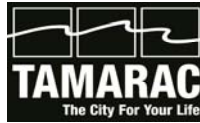
8) Warranty

In the event that Contractor causes damages during the period, Contractor shall perform such steps required in Paragraph 2 of this Agreement to the affected areas of city facilities. Contractor shall be responsible for any damages caused by defect to affected area or to interior structure.

9) Indemnification

9.1 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.

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



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

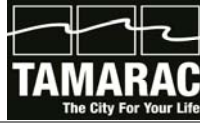
9.3 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

10) Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. The Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender or national original, or disability. 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 shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

11) 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.

12) 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.

13) Notice

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

CITY

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

With a copy to City Attorney at the following address:

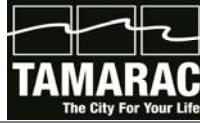
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONTRACTOR

14) Termination

14.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon thirty (30) 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.

14.2 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.

15) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

16) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

17) Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

18) Severability; Waiver of Provisions

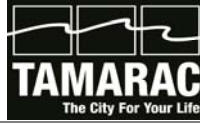
Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19) Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

20) No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

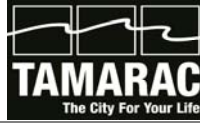
**21) Uncontrollable Circumstances**

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.

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.

In the event that any City facility is closed due to uncontrollable forces as indicated in Section 21.a of this Agreement, the Contractor shall not bill the City for the cost of hourly employees who are not working, unless such employees have been tasked to complete maintenance at the facility in an effort to restore the facility to operational status.

Remainder of Page Intentionally Blank



City of Tamarac

Purchasing and Contracts Division

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. (Name of party with whom Agreement is made), signing by and through its ----- (President, Owner, C.E.O., etc.) duly authorized to execute same.

CITY OF TAMARAC

Beth Talabisco, Mayor

Date

ATTEST:

Michael C. Cernech, City Manager

Peter Richardson, CMR, CMC
City Clerk

Date

Date

Approved as to form and legal sufficiency:

City Attorney

Date

ATTEST:

Company Name

Signature of Corporate Secretary

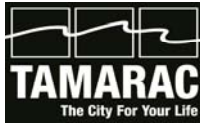
Signature of President/Owner

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

Date



City of Tamarac

Purchasing and Contracts Division

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____.

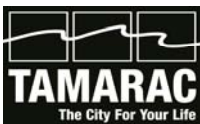
 Signature of Notary Public
 State of Florida at Large

 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.



CITY OF TAMARAC
Sample
Citywide Janitorial Services

Performance Report Card

At the start of every business day, designees will observe their respective facilities and work areas noting the overall appearance of the facility interiors. Those observations will be reported in summary fashion on this form and submitted monthly to the Facilities Supervisor or designee.

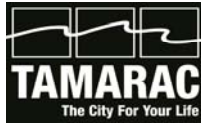
Critical issues requiring immediate attention will be reported to the Facilities Manager or designee upon discovery. Critical issues include, but are not limited to: inadequately filled dispensers, unsanitary drinking fountains, and visible dirt or dust in customer reception areas.

Performance ratings are intended to assess the contractor's conformance to contract requirements, specifications, and standards of good workmanship. The rating scale to be used is as follows:

Performance Rating	Criteria
5 – Exceptional	Performance meets or exceeds requirements with few minor problems for which corrective actions were highly effective
4 – Very Good	Performance meets requirements with some minor problems for which corrective actions were highly effective
3 – Satisfactory	Performance meets requirements with some minor problems for which corrective actions were satisfactory
2 – Marginal	Performance does not meet some requirements with problems for which corrective actions appear only marginally effective or have not been fully implemented
1 – Unsatisfactory	Performance does not meet most contractual requirements with problems for which corrective actions appear ineffective and/or have not been identified or implemented

Performance Area: Customer Reception Areas	Exceptional	→	Satisfactory	→	Unsatisfactory
No visible dust and dirt in reception areas	5	4	3	2	1
No visible dirt, spots, or stains on floors, carpets, and mats	5	4	3	2	1
No visible handprints, fingerprints, or smudges on windows	5	4	3	2	1

Performance Area: Clean and Service Restrooms	Exceptional	→	Satisfactory	→	Unsatisfactory
-----------------------------------------------	-------------	---	--------------	---	----------------



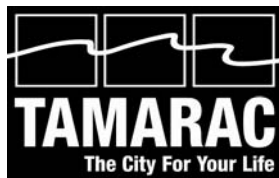
City of Tamarac

Purchasing and Contracts Division

Dispensers filled and serviced daily	5	4	3	2	1
No visible dirt, spots, or stains on floors, carpets, and mats	5	4	3	2	1
Bathroom and shower fixtures cleaned and sanitized daily	5	4	3	2	1

Performance Area: Trash and Recycling	Exceptional → Satisfactory → Unsatisfactory				
Trash and recycling receptacles emptied daily	5	4	3	2	1
Trash can liners replaced daily	5	4	3	2	1
Trash and recyclables separated and disposed of properly	5	4	3	2	1

Performance Area: Administrative and Office Areas	Exceptional → Satisfactory → Unsatisfactory				
No visible dirt, spots, or stains on floors, carpets, and mats	5	4	3	2	1
No visible dust and dirt in stairwells and hallways	5	4	3	2	1
No visible handprints, fingerprints, or smudges on windows	5	4	3	2	1
No visible dust and dirt in lunch rooms, break rooms, and other staff areas	5	4	3	2	1



CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
 7525 NW 88TH AVENUE
 TAMARAC, FL 33321

"Committed to Excellence...Always"

ADDENDUM NO. 1
INVITATION FOR BID 13-01B
CITYWIDE JANITORIAL SERVICES

DATE OF ADDENDUM: OCTOBER 2, 2012

TO ALL PROSPECTIVE BIDDERS:

The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Documents for INVITATION FOR BID 13-01B, **CITYWIDE JANITORIAL SERVICES**

1. Please find attached, copies of invoices for three (3) months of service from the current contract. Financial information about the vendor has been redacted.

All other terms, conditions and specifications remain unchanged for IFB 13-01B. Please acknowledge receipt of this Addendum No. 1, by returning it and/or acknowledging it in your proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read "Keith K. Glatz".

Keith K. Glatz, CPPO, FCPM
 Purchasing & Contracts Manager

COMPANY: _____ **NAME:** _____

Attachments

Invoice

Date	Invoice #
7/30/2012	[REDACTED]

Bill To
City of Tamarac 7525 NW 88th Ave Tamarac, FL 33321

Ship To
City of Tamarac 7525 NW 88th Ave Tamarac, FL 33321

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
[REDACTED]	Net 30		7/30/2012			

Quantity	Item Code	Description	Price Each	Amount
		Janitorial Service Provided as per Bid 09-01B PC-[REDACTED] For Period 10/1/11 through 10/31/12 Extended July 2012		
	Service	City Hall - 7525 NW 88th Ave	3,700.00	3,700.00
	Service	Public Works - 6011 Nob Hill Rd	1,800.00	1,800.00
	Service	Parks Admin Bldg, 6001 Nob Hill Rd	1,550.00	1,550.00
	Service	Water Treatment Plant, 7803 NW 61st St	890.00	890.00
	Service	Fire Station # 15, 6000 Hiatus Rd	1,100.00	1,100.00
	Service	Utility / IT Building - State Street & Nob Hill	2,300.00	2,300.00
	Service	Multi-Purpose Center - 7531 N University Drive	1,800.00	1,800.00
	Service	Caporella Aquatic Center, 9300 NW 58th St	1,400.00	1,400.00
	Service	Community Center - 8601 W Commercial Blvd	3,200.00	3,200.00
	Service	Recreation Center	1,850.00	1,850.00
			Total	\$19,590.00

Invoice

Date	Invoice #
7/30/2012	[REDACTED]

Bill To
City of Tamarac 7525 NW 88th Ave Tamarac, FL 33321

Ship To
City of Tamarac 7525 NW 88th Ave Tamarac, FL 33321

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
[REDACTED]	Net 30		7/30/2012			

Quantity	Item Code	Description	Price Each	Amount
		"Green Fee" - use of Environmentally Sensitive Products as per Bid 09-01B PO [REDACTED] July 2012		
	Service	City Hall - 7525 NW 88th Ave	200.00	200.00
	Service	Public Works - 6011 Nob Hill Rd	75.00	75.00
	Service	Parks Admin Bldg, 6001 Nob Hill Rd	47.00	47.00
	Service	Water Treatment Plant, 7803 NW 61st St	20.00	20.00
	Service	Fire Station # 15, 6000 Hiatus Rd	25.00	25.00
	Service	Utility / IT Building - State Street & Nob Hill	85.00	85.00
	Service	Multi-Purpose Center - 7531 N University Drive	70.00	70.00
	Service	Caporella Aquatic Center, 9300 NW 58th St	31.00	31.00
	Service	Community Center - 8601 W Commercial Blvd	126.00	126.00

Total

\$679.00

Invoice

Date	Invoice #
6/25/2012	

Bill To
City of Tamarac 7525 NW 88th Ave Tamarac, FL 33321

Ship To
City of Tamarac 7525 NW 88th Ave Tamarac, FL 33321

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30		6/25/2012			

Quantity	Item Code	Description	Price Each	Amount
		Janitorial Service Provided as per Bid 09-01B PO For Period 10/1/11 through 10/31/12 Extended June 2012		
	Service	City Hall - 7525 NW 88th Ave	3,700.00	3,700.00
	Service	Public Works - 6011 Nob Hill Rd	1,800.00	1,800.00
	Service	Parks Admin Bldg, 6001 Nob Hill Rd	1,550.00	1,550.00
	Service	Water Treatment Plant, 7803 NW 61st St	890.00	890.00
	Service	Fire Station # 15, 6000 Hiatus Rd	1,100.00	1,100.00
	Service	Utility / IT Building - State Street & Nob Hill	2,300.00	2,300.00
	Service	Multi-Purpose Center - 7531 N University Drive	1,800.00	1,800.00
	Service	Caporella Aquatic Center, 9300 NW 58th St	1,400.00	1,400.00
	Service	Community Center - 8601 W Commercial Blvd	3,200.00	3,200.00
	Service	Recreation Center	1,850.00	1,850.00

Have a safe and happy 4th of July!

Total

\$19,590.00

Invoice

Date	Invoice #
6/25/2012	

Bill To
City of Tamarac 7525 NW 88th Ave Tamarac, FL 33321

Ship To
City of Tamarac 7525 NW 88th Ave Tamarac, FL 33321

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30		6/25/2012			

Quantity	Item Code	Description	Price Each	Amount
		"Green Fee" - use of Environmentally Sensitive Products as per Bid 09-01B PO June 2012		
	Service	City Hall - 7525 NW 88th Ave	200.00	200.00
	Service	Public Works - 6011 Nob Hill Rd	75.00	75.00
	Service	Parks Admin Blvd, 6001 Nob Hill Rd	47.00	47.00
	Service	Water Treatment Plant, 7803 NW 61st St	20.00	20.00
	Service	Fire Station # 15, 6000 Hiatus Rd	25.00	25.00
	Service	Utility / IT Building - State Street & Nob Hill	85.00	85.00
	Service	Multi-Purpose Center - 7531 MN University Drive	70.00	70.00
	Service	Cappella Aquatic Center, 9300 NW 58th St	31.00	31.00
	Service	Community Center - 8601 NW Commercial Blvd	126.00	126.00

Have a safe and happy 4th of July!

Total

\$679.00

Invoice

Date	Invoice #
4/30/2012	

Bill To
City of Tamarac 7525 NW 88th Ave Tamarac, FL 33321

Ship To
City of Tamarac 7525 NW 88th Ave Tamarac, FL 33321

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30		4/30/2012			

Quantity	Item Code	Description	Price Each	Amount
		Janitorial Service Provided as per Bid 09-01B PO For Period 10/1/11 through 10/31/12 Extended April 2012		
	Service	City Hall - 7525 NW 88th Ave	3,700.00	3,700.00
	Service	Public Works - 6011 Nob Hill Rd	1,800.00	1,800.00
	Service	Parks Admin Bldg, 6001 Nob Hill Rd	1,550.00	1,550.00
	Service	Water Treatment Plant, 7803 NW 61st St	890.00	890.00
	Service	Fire Station # 15, 6000 Hiatus Rd	1,100.00	1,100.00
	Service	Utility / IT Building - State Street & Nob Hill	2,300.00	2,300.00
	Service	Multi-Purpose Center - 7531 N University Drive	1,800.00	1,800.00
	Service	Caporella Aquatic Center, 9300 NW 58th St	1,400.00	1,400.00
	Service	Community Center - 8601 W Commercial Blvd	3,200.00	3,200.00
	Service	Recreation Center	1,850.00	1,850.00
Total				\$19,590.00

Invoice

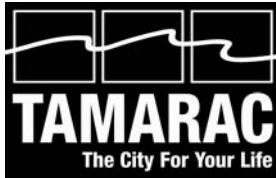
Date	Invoice #
4/30/2012	[REDACTED]

Bill To
City of Tamarac 7525 NW 88th Ave Tamarac, FL 33321

Ship To
City of Tamarac 7525 NW 88th Ave Tamarac, FL 33321

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
[REDACTED]	Net 30		4/30/2012			

Quantity	Item Code	Description	Price Each	Amount
		"Green Fee" - use of Environmentally Sensitive Products as per Bid 09-01B PO [REDACTED] April 2012		
	Service	City Hall - 7525 NW 88th Ave	200.00	200.00
	Service	Public Works - 6011 Nob Hill Rd	75.00	75.00
	Service	Parks Admin Bldg, 6001 Nob Hill Rd	47.00	47.00
	Service	Water Treatment Plant, 7803 NW 61st St	20.00	20.00
	Service	Fire Station # 15, 6000 Hiatus Rd	25.00	25.00
	Service	Utility / IT Building - State Street & Nob Hill	85.00	85.00
	Service	Multi-Purpose Center - 7531 N University Drive	70.00	70.00
	Service	Caporella Aquatic Center, 9300 NW 58th St	31.00	31.00
	Service	Community Center - 8601 W Commercial Blvd	126.00	126.00
Total				\$679.00



CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
 7525 NW 88TH AVENUE
 TAMARAC, FL 33321

"Committed to Excellence...Always"

ADDENDUM NO. 2

BID NO. 13-01B

CITYWIDE JANITORIAL SERVICES

DATE OF ADDENDUM: October 24, 2012

TO ALL PROSPECTIVE BIDDERS:

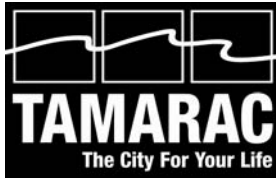
The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Documents for Bid No. 13-01B, Citywide Janitorial Services.

A. The following firms were in attendance at the Mandatory Pre-Bid Conference held on October 23, 2012. Accordingly, only the firms listed below are now eligible to bid on this project; however no representation of the responsibility of any firm listed herein shall be construed as a result of attendance at the pre-bid conference:

- | | | |
|-----------------------------------|----------------------------------|----------------------------------|
| - American Facility Services | - First Choice Bldg. Maintenance | - Professional Building Services |
| - Cleaning Services Inc. | - JMY Maintenance | - Stockton Maintenance Corp. |
| - Dossman Cleaning Services, Inc. | - K & D Service Group | - Sunshine Cleaning |
| - DRA Building Services | - MCS Professional | - Triangle Services, Inc. |
| - EMC Office Supplies, Inc. | - Marshland Services | - USSI |
| | - OR-L Facility Services | |

B. The Following Clarifications were requested during the Pre-Bid Conference:

1. Q. Page 27 & Page 30 – Does Fire Station # 15 require cleaning 5 days a week or 7 days per week. **A. The successful contractor will only be responsible for cleaning the entire 2nd floor, as well the 2nd and 1st floor lobbies. Fire personnel clean all other areas of the 1st floor. Accordingly, cleaning services will only be required 5 days a week for this facility, from Monday to Friday.**
2. Q. What is the window count of each building? **A. Bidders must view buildings in order to make a determination of the number and square footage of windows. Should a bidder wish to re-visit a facility, please contact Mr. Kenneth Bowe, Building Maintenance Supervisor, at (954) 597-3729 between the hours of 9:00 a.m. and 3:00 p.m., Monday -- Friday to make arrangements to view a facility.**
3. Q. Can you provide the floor plans? **A. Attachment 2 to this addendum provides the floor plans, plus the square footage and daily foot traffic information for each facility.**



CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
 7525 NW 88TH AVENUE
 TAMARAC, FL 33321

"Committed to Excellence...Always"

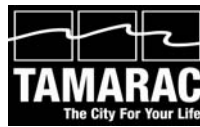
4. Q. Are there any special instructions for cleaning the gym floor in the MPC facility? **A.**
The floor is designed to be cleaned by dry or wet mopping.
- C.** Any request for additional clarification must be received in **WRITING** by the Purchasing & Contracts Division by **no later than 5:00 p.m. on October 30, 2012.**
- D.** A map showing the locations of all facilities is included herein as Attachment 1.

All other terms, conditions and specifications remain unchanged for Bid No. 13-01B. Please acknowledge receipt of this Addendum No. 2, by returning it and/or acknowledging it in your bid.

Received & Acknowledged: _____
 Company Name

Sincerely,

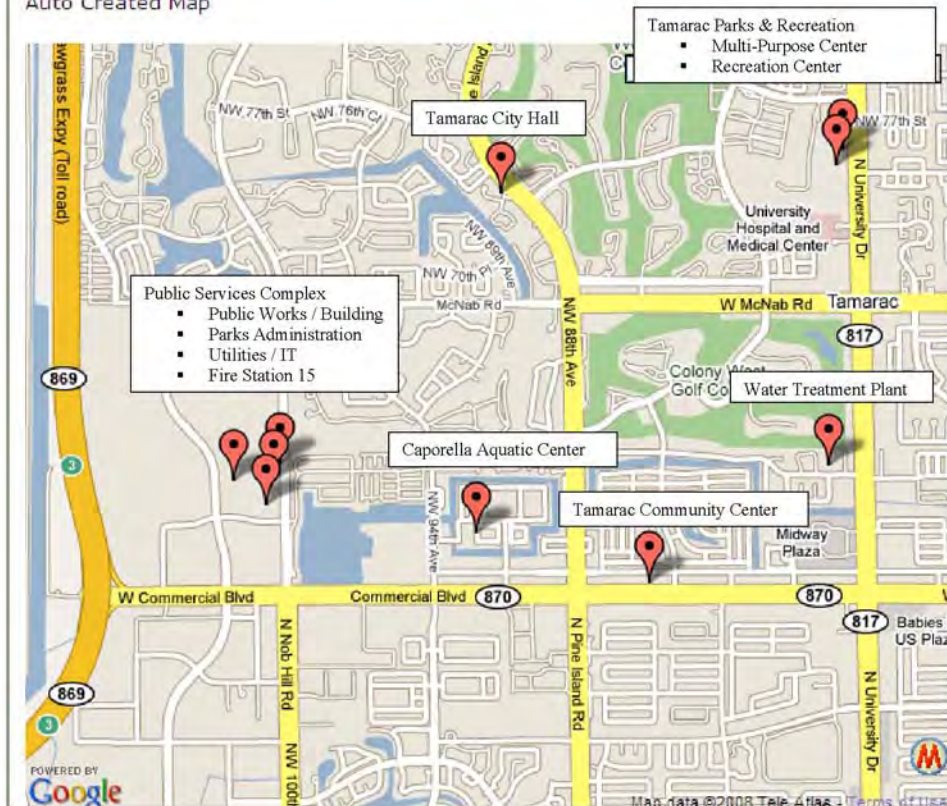
Keith K. Glatz, CPPO, FCPM
 Purchasing & Contracts Manager



ATTACHMENT 1

City Facilities

Auto Created Map



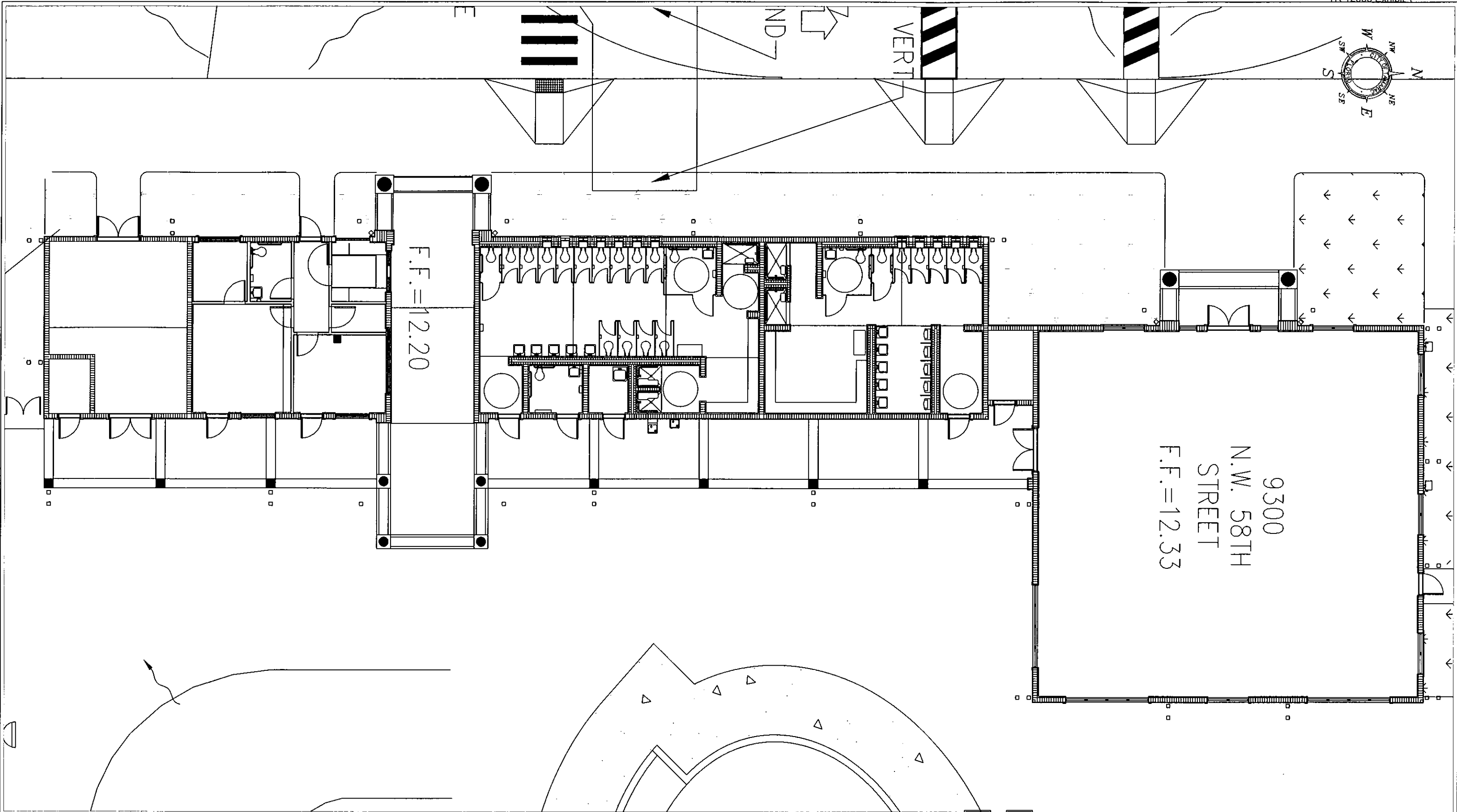


ATTACHMENT 2

CITY OF TAMARAC
CITY BUILDINGS

FACILITY	SQ FEET	NUMBER OF EMPLOYEES *	VISITORS PER DAY (ESTIMATED) **
CITY HALL	47,924	75	100
PUBLIC WORKS / BUILDING	18,000	50	20
PARKS ADMINISTRATION	11,235	25	0
WATER TREATMENT PLANT	4,760	10	0
TAMARAC COMMUNITY CENTER	30,000	20	600
RECREATION BUILDING	12,828	5	400
MULTI-PURPOSE CENTER	16,794	0	300
FIRE STATION #15 (Lobby & 2nd Floor)	6,059	20	5
UTILITIES / IT BUILDING	20,000	34	0
CAPORELLA AQUATIC CENTER	7,396	5	300

- **Number of Employees** is an estimate of the number of individuals assigned to a permanent work space in each building, and does not include field employees.
- **Visitors per Day** is the estimated average number of daily non-employee visitors to each building. Special events and public meetings may result in a higher number of visitors.




REVISIONS			REVISIONS		
No.	Date	Remarks	No.	Date	Remarks

Design By:	Date:
Drawn By:	Date:
Checked By:	Date:
Approved By:	Date:

CITY OF TAMARAC

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

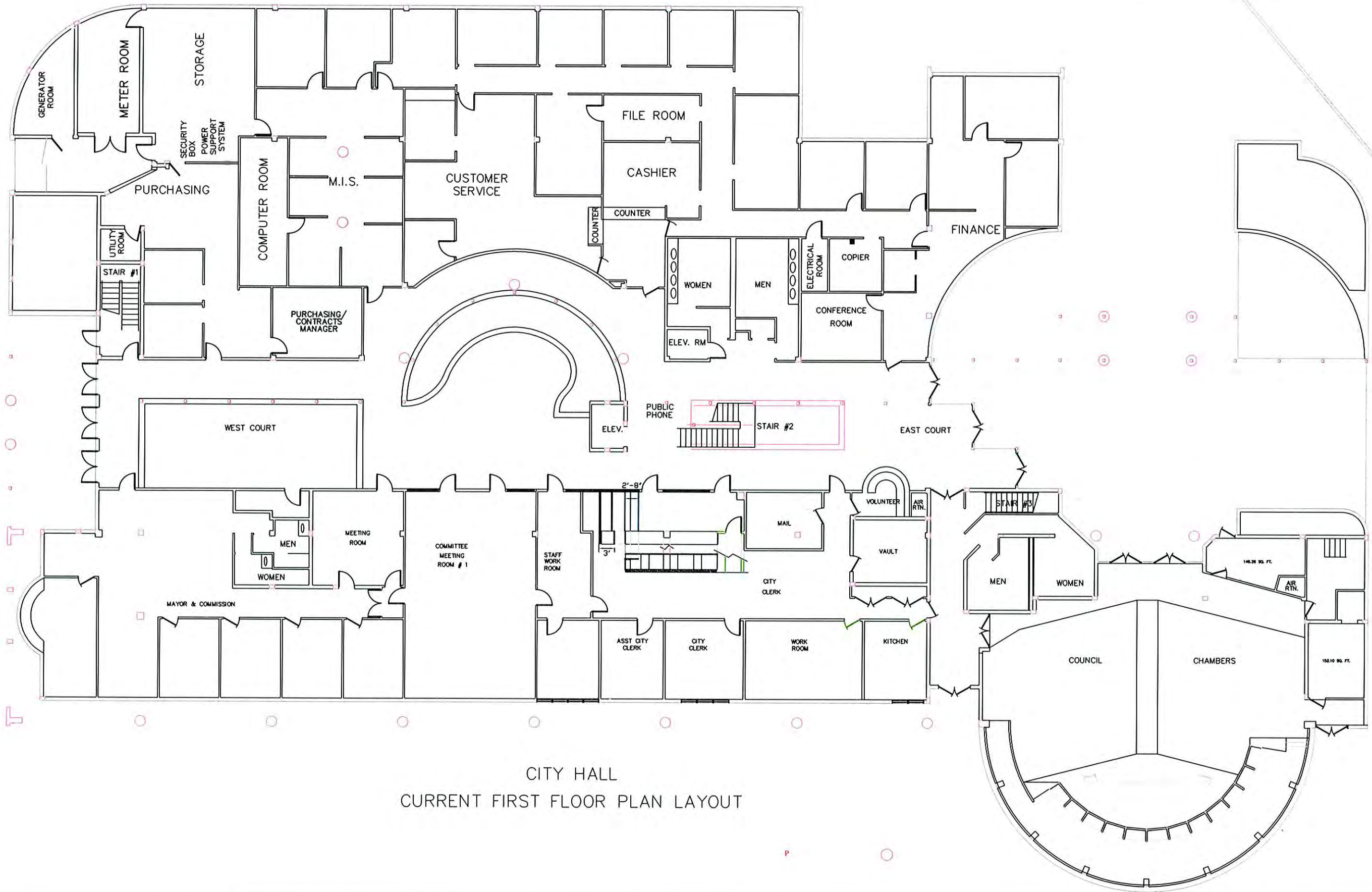


Seal:

JOHN E. DOHERTY, P.E.
FL. NO.

Tamarac Aquatic Complex
Floor Plan
CITY OF TAMARAC, BROWARD COUNTY, FLORIDA
SEC. 8, TWP. 49, RGE. 41

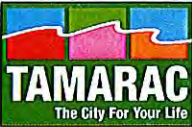
Job No.
Scale: NTS
SHEET 1 OF 1



CITY HALL
CURRENT FIRST FLOOR PLAN LAYOUT

REVISIONS				REVISIONS				Design By:	Date:
No.	Date	Remarks	By	No.	Date	Remarks	By	Drawn By:	Date:
								Checked By:	Date:
								Approved By:	Date:

CITY OF TAMARAC
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

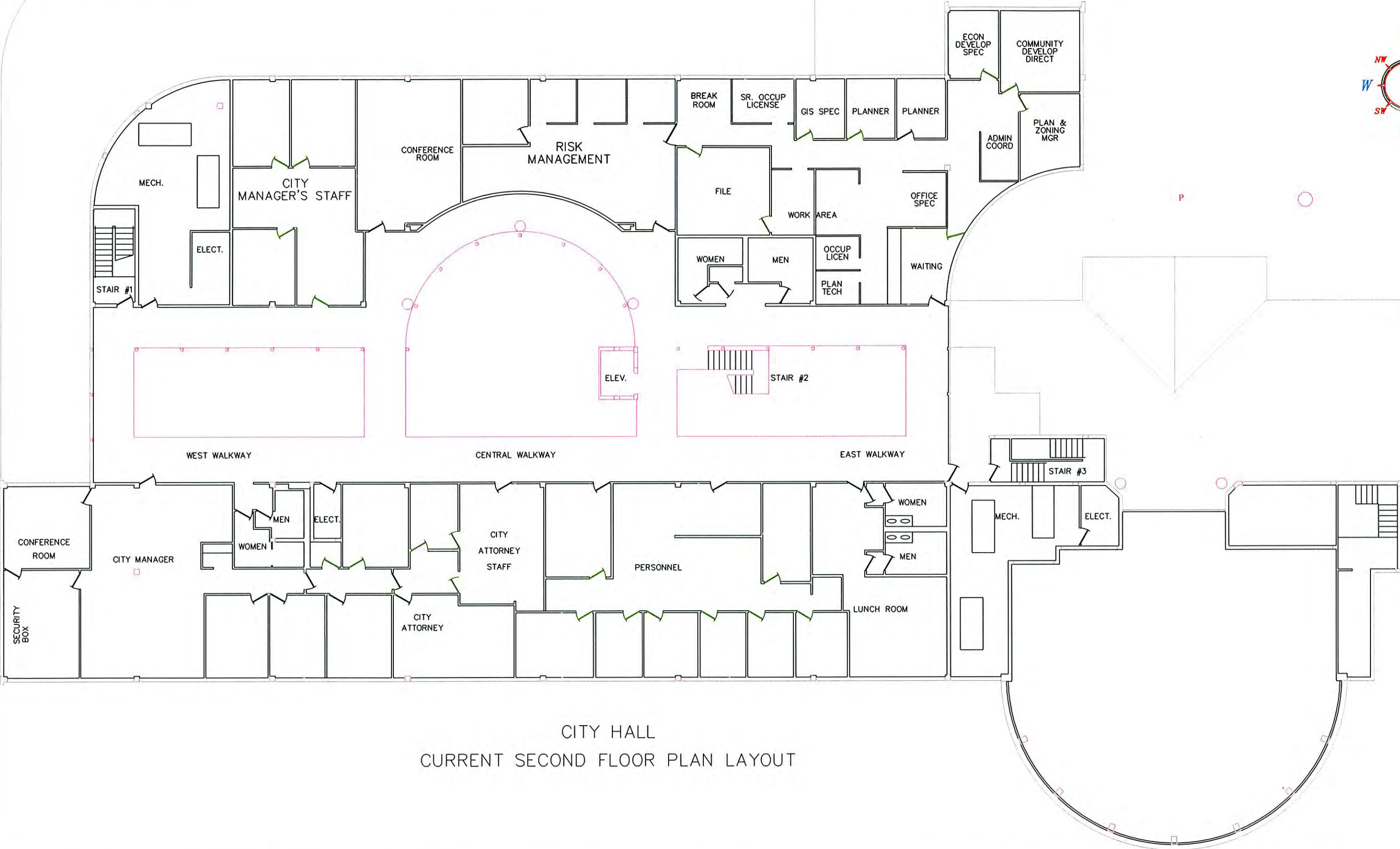
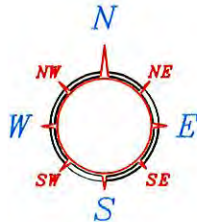


Seal:

NAME _____
P.E. FL. NO. _____

CITY HALL
1st Floor Plan
CITY OF TAMARAC, BROWARD COUNTY, FLORIDA
SEC. 5, TWP. 49, RGE. 41

Job No. _____
Scale: NTS
SHEET 1 OF 2

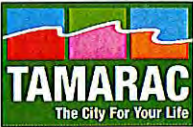


CITY HALL
CURRENT SECOND FLOOR PLAN LAYOUT

REVISIONS			REVISIONS		
No.	Date	Remarks	No.	Date	Remarks

Design By:	Date:
Drawn By:	Date:
Checked By:	Date:
Approved By:	Date:


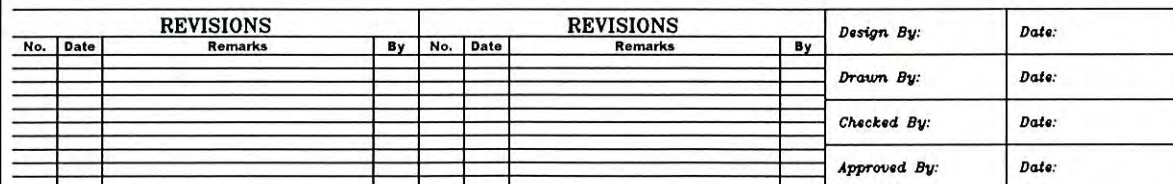
CITY OF TAMARAC
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION



Seal:
NAME _____
P.E. FL. NO. _____

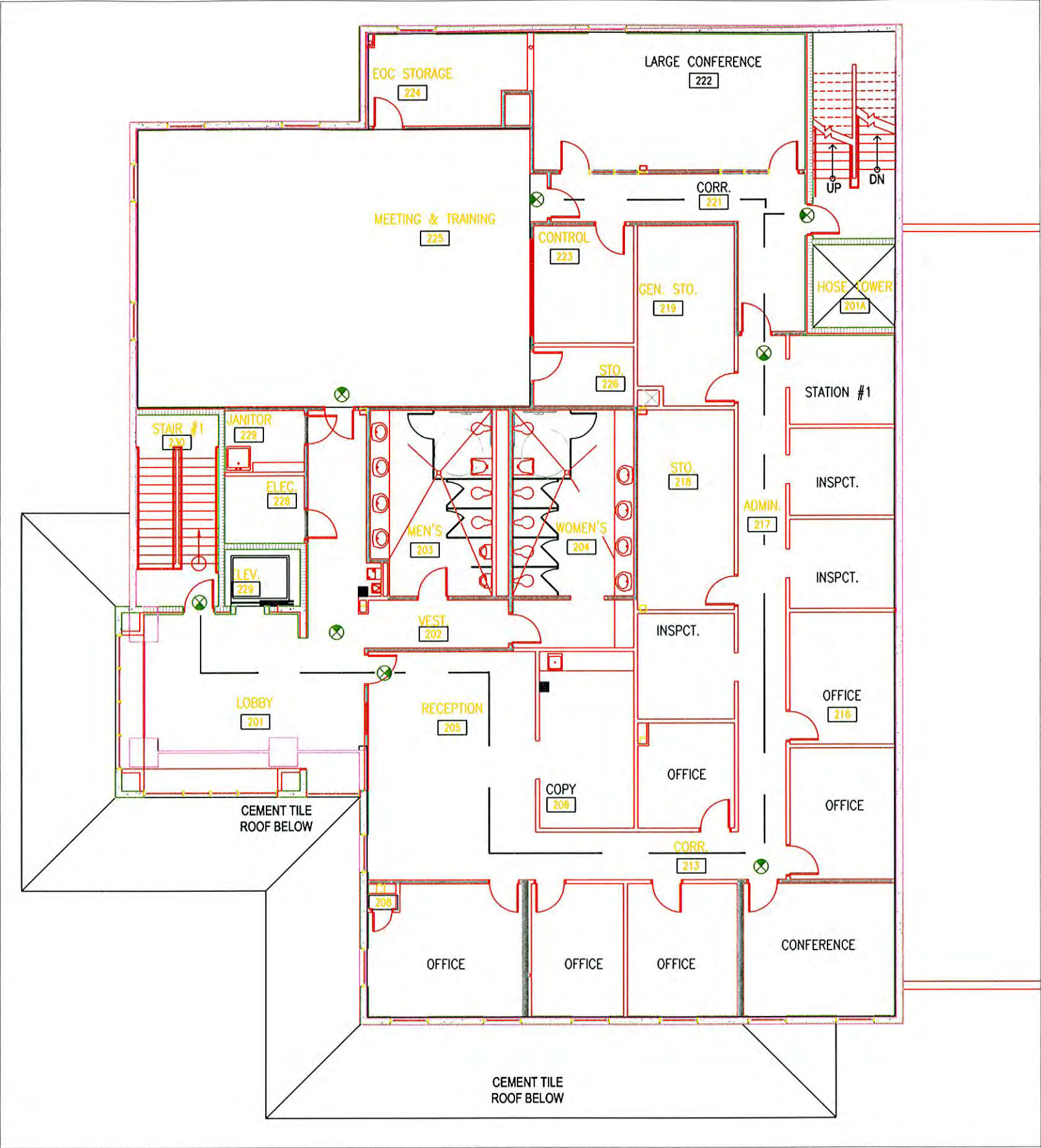
CITY HALL
2nd Floor Plan
CITY OF TAMARAC, BROWARD COUNTY, FLORIDA
SEC. 5, TWP. 49, RGE. 41

Job No.
Scale: NTS
SHEET 2 OF 2



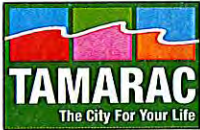
TAMARAC
The City For Your Life

Job No.
Scale: NTS
SHEET 1 OF 1



REVISIONS				REVISIONS				Design By:	Date:
No.	Date	Remarks	By	No.	Date	Remarks	By	Drawn By:	Date:
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								Approved By:	Date:

CITY OF TAMARAC
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

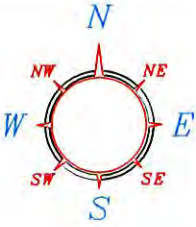


Seal:

NAME _____
P.E. FL. NO. _____

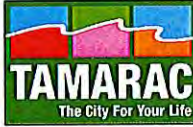
FIRE STATION 15
2nd FLOOR PLAN
CITY OF TAMARAC, BROWARD COUNTY, FLORIDA
SEC. 7, TWP. 49, RGE. X41

Job No. _____
Scale: NTS
SHEET OF



REVISIONS				REVISIONS				Design By:	Date:
No.	Date	Remarks	By	No.	Date	Remarks	By	Drawn By:	Date:
								Checked By:	Date:
								Approved By:	Date:

CITY OF TAMARAC
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION



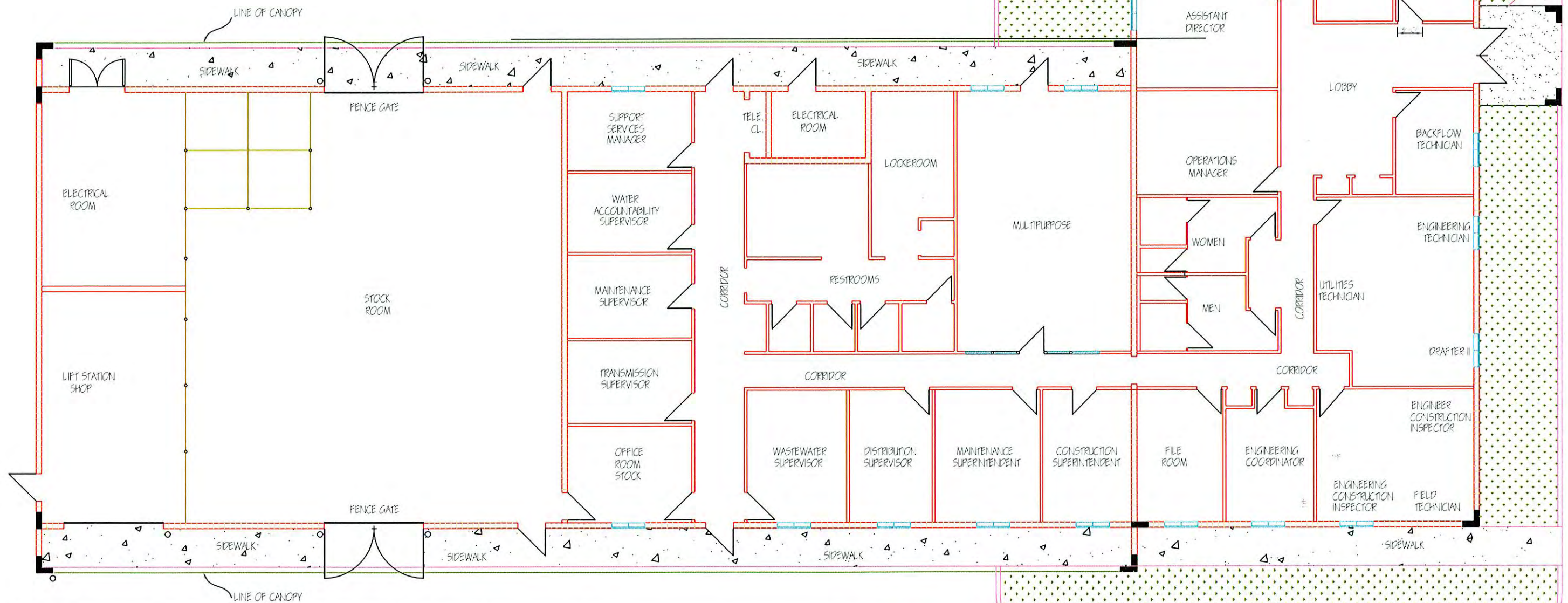
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NAME _____
P.E. FL. NO. _____

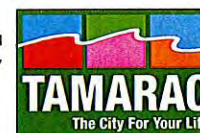
MULTIPURPOSE CENTER
FLOOR PLAN
CITY OF TAMARAC, BROWARD COUNTY, FLORIDA
SEC. 4, TWP. 49, RGE. 41

Job No. _____
Scale: NTS
SHEET 1 OF 1

Parks Administration
6001 Nob Hill Road

[illegible]

CITY OF TAMARAC
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION



Seal:

NAME _____
P.E. FL. NO. _____

PARKS ADMINISTRATION

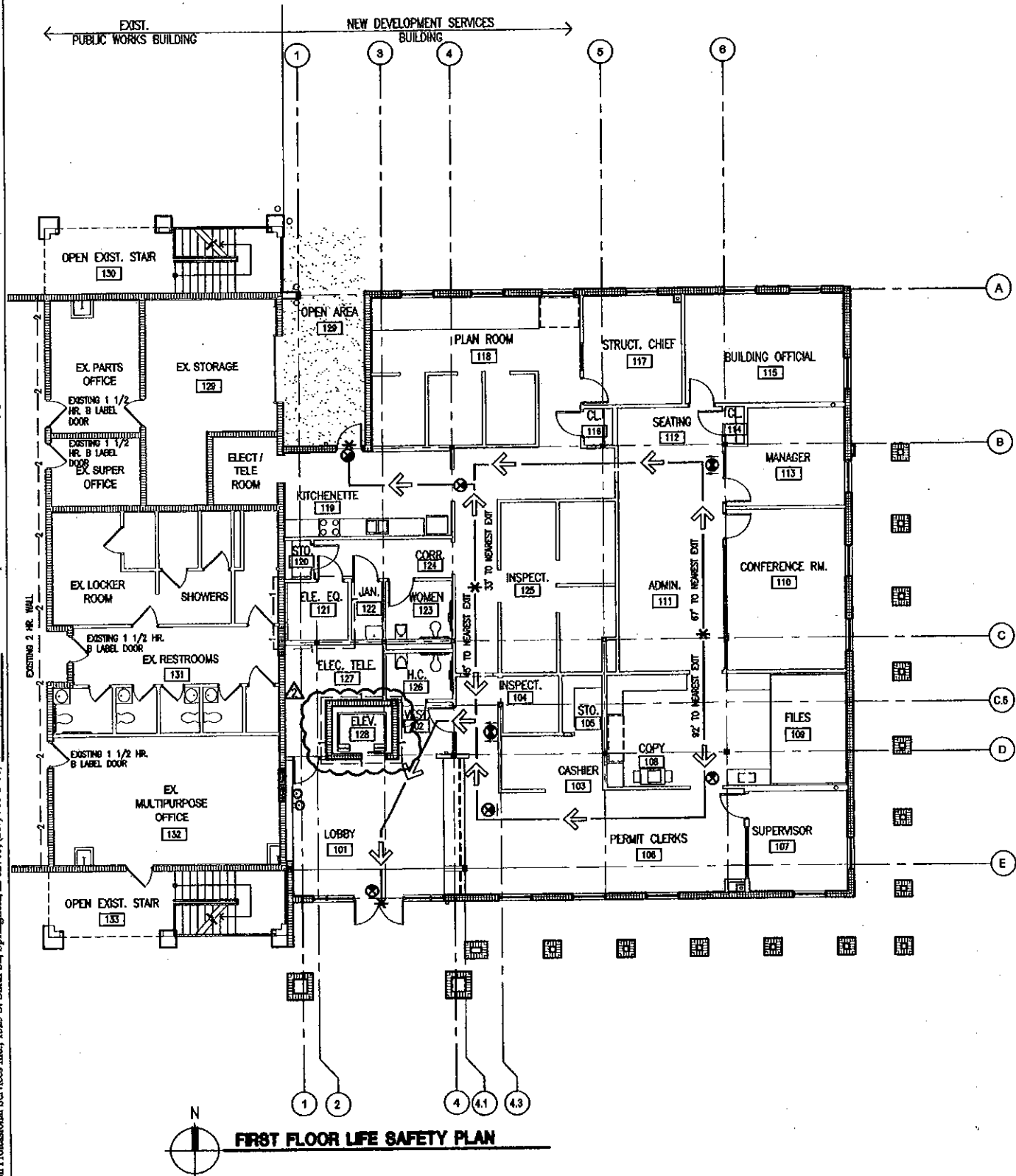
FLOOR PLAN

CITY OF TAMARAC, BROWARD COUNTY, FLORIDA
SEC. 7, TWP. 49, RGE. 41

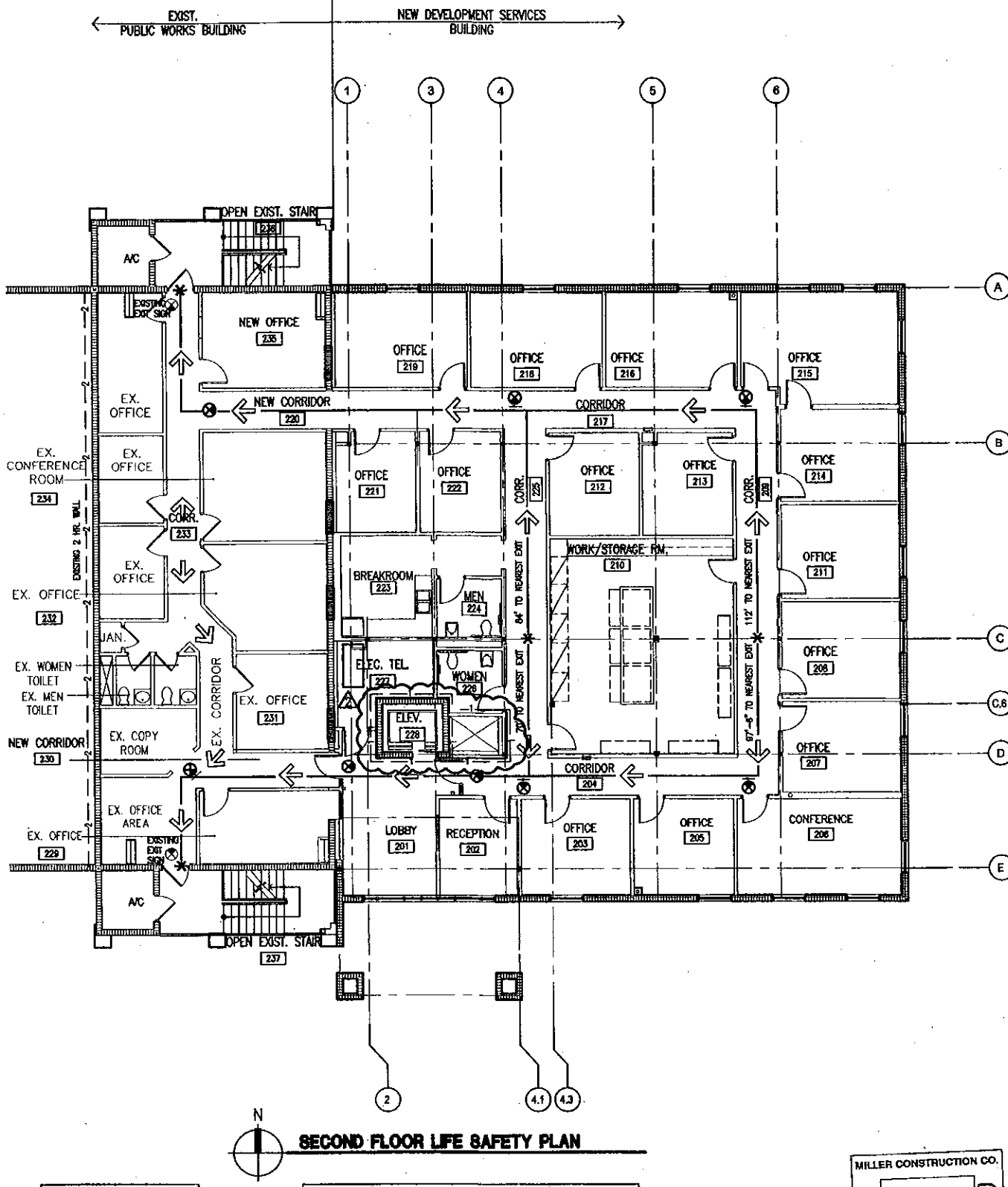
Job No.

Scale: NTS

SHEET 1 OF 1



FIRST FLOOR LIFE SAFETY PLAN



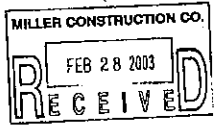
SECOND FLOOR LIFE SAFETY PLAN

LEGEND	
★	REFERENCE POINT
EXISTING EXIT SIGN	EXISTING EMERGENCY EXIT SIGN
←	PATH OF TRAVEL
⊕	NEW EMERGENCY EXIT SIGN

LIFE SAFETY INFORMATION *	
OCCUPANT LOAD:	
BUSINESS OCCUPANCY AT 100 S.F. GROSS / OCCUPANT:	
1ST. FLOOR AT 5,052 S.F. = 51 OCCUPANTS	
2ND FLOOR AT 7,329 S.F. = 73 OCCUPANTS	
PATH OF TRAVEL:	
100 FT. COMMON PATH LIMIT	
300 FT. TRAVEL DISTANCE LIMIT	
50 FT. DEAD END LIMIT	
REQUIRED EXITS: TWO PROVIDED PER LEVEL	
MIN. WIDTH OF 36" FOR NEW AT 36"/2 (PER PERSON) = 180 CAPACITY	
MIN. WIDTH OF 28" FOR EXISTING AT 28"/2 (PER PERSON) = 140 CAPACITY	
* AS PER NFPA GUIDELINES AND IRC 2001	

AS BUILT
DRAWINGS

STEVEN W. KNIGHT, R.A.
FLORIDA R.A. #13312
ARCHITECT



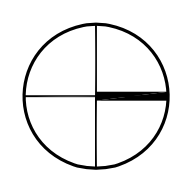
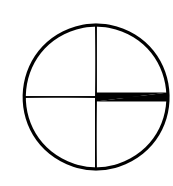
LIFE SAFETY PLAN
A4.1B



Miller Construction Company

PUBLIC SERVICES COMPLEX: DEVELOPMENT
CITY OF TAMARAC
NOB HILL ROAD, TAMARAC, FLORIDA

REVISIONS	
1-15-03	
2-21-03	



ALLOWABLE SQUARE FOOTAGE UNDER TYPE V-B CONSTRUCTION
IN ACCORDANCE WITH FBC 506.1 FOR SPRINKLED BUILDINGS

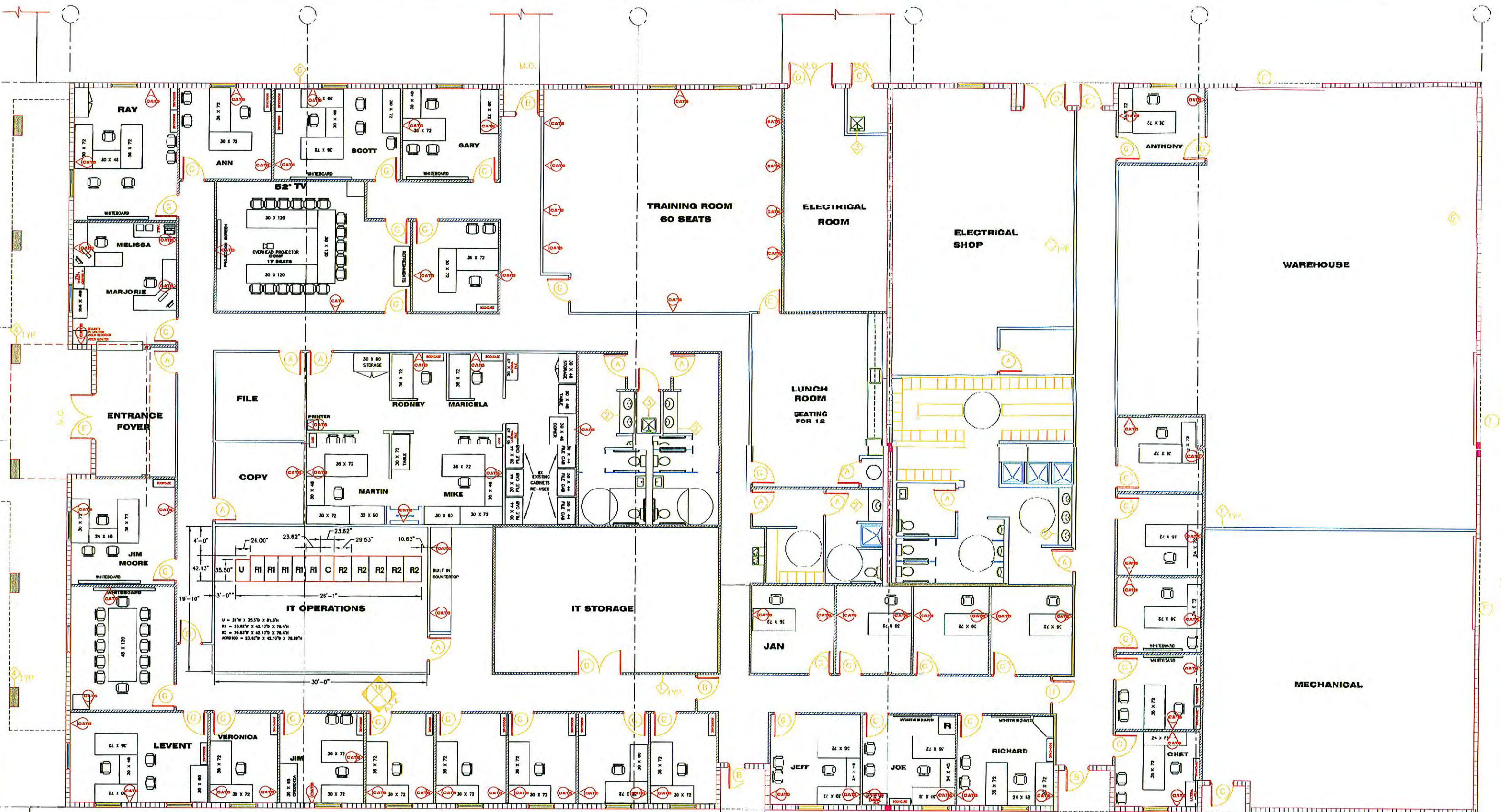
$$A_a = 6000 + \frac{6000 \times 200}{100}$$
$$A_a = 6000 + 6000 \times 2100$$
$$A_a = 6000 + 12000 = 18000 \text{ S.F.}$$

18,000 S.F. PERMISSIBLE

Sheet No. **EO.1**

[illegible]


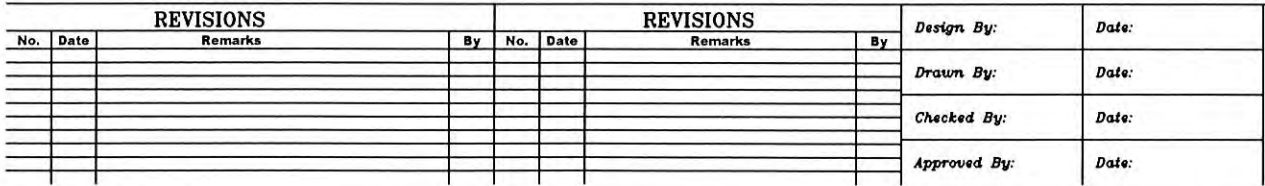
SHEET 1 OF 1



QUANTITY AND ADDITIONAL REQUIREMENTS
PER DRAWING OF 2/13/07

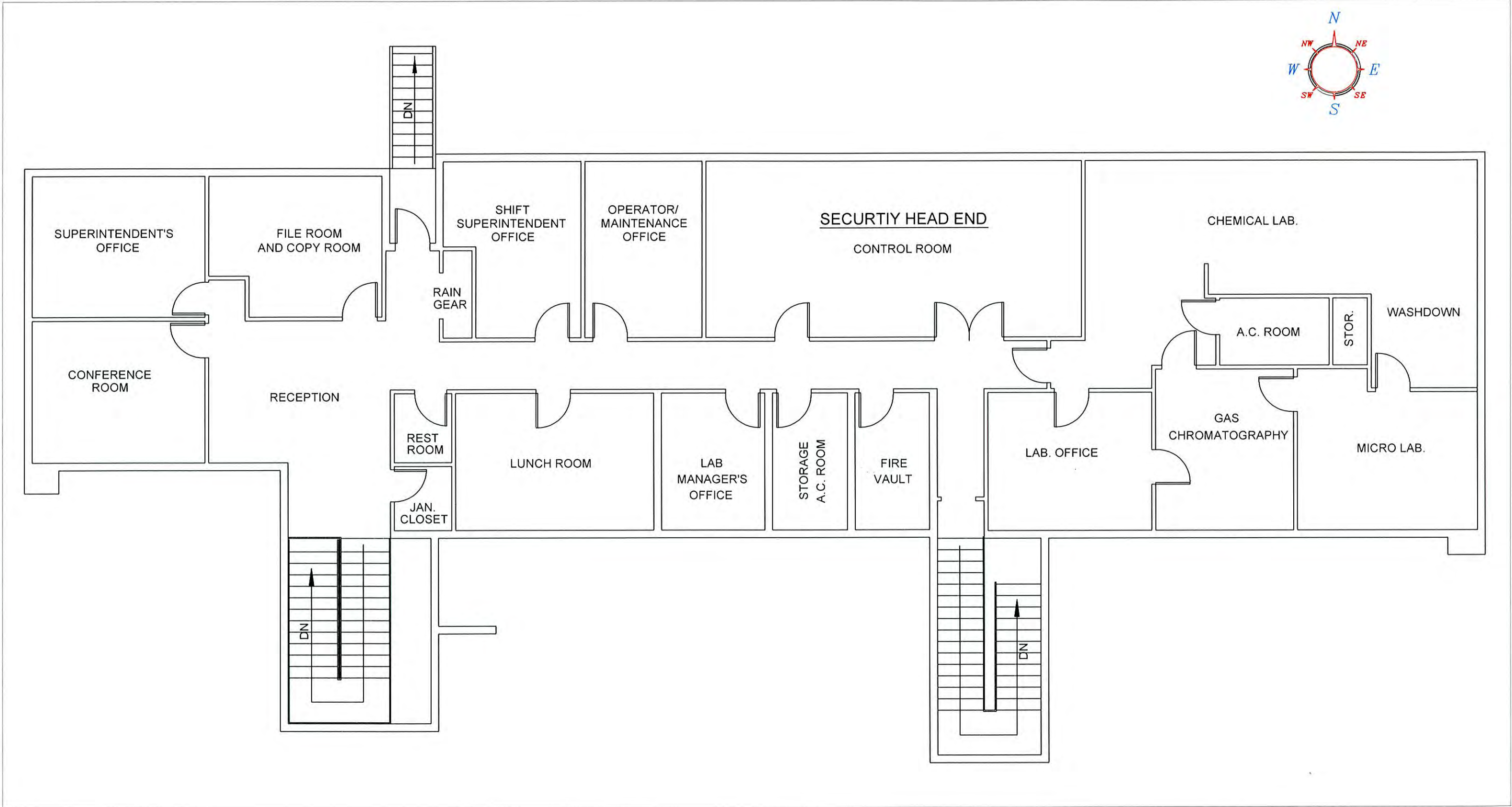
REV2 3/1/07

RJ-45 RECEIPTAL
PRELIMINARY LAYOUT OF FURNITURE
TO DETERMINE POSSIBLE LOCATION
FOR NETWORK RJ-45 RECEIPTAL



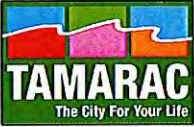
TAMARAC
The City For Your Life

SHEET 1 OF 2



REVISIONS				REVISIONS				Design By:	Date:
No.	Date	Remarks	By	No.	Date	Remarks	By	Drawn By:	Date:
								Checked By:	Date:
								Approved By:	Date:

CITY OF TAMARAC
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

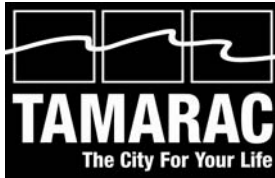


Seal:

NAME _____
P.E. FL. NO. _____

WATER PLANT
2nd FLOOR
CITY OF TAMARAC, BROWARD COUNTY, FLORIDA
SEC. 4, TWP. 49, RGE. X41

Job No. _____
Scale: 1/8" = 1' - 0"
SHEET 2 OF 2



CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
 7525 NW 88TH AVENUE
 TAMARAC, FL 33321

"Committed to Excellence...Always"

ADDENDUM NO. 3
INVITATION FOR BID 13-01B
CITYWIDE JANITORIAL SERVICES

DATE OF ADDENDUM: OCTOBER 25, 2012

TO ALL PROSPECTIVE BIDDERS:

The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Documents for INVITATION FOR BID 13-01B, **CITYWIDE JANITORIAL SERVICES**.

A. Please note the responses to the following Questions:

1. Q. Is it possible to obtain the number of square feet of carpet, VCT, and rubber flooring? **A. Bidders must view buildings in order to make a determination of the number and square footage of carpet, vinyl floor tile, rubber flooring or other flooring surfaces installed at City facilities. Should a bidder wish to re-visit a facility, please contact Mr. Kenneth Bowe, Building Maintenance Supervisor, at (954) 597-3729 between the hours of 9:00 a.m. and 3:00 p.m., Monday -- Friday to make arrangements to view a facility.**
2. Q. Should the cost of environmentally friendly products be included in the monthly price for each facility, or should the cost be separate, as shown on the invoice example in Addendum 1? **A. The use of environmentally friendly products is a requirement of the specifications for this bid. Prior to this bid, the use of such products was optional, but that is not the case for the upcoming bid. Accordingly, your costs for environmentally friendly products must be included as part of your monthly pricing for each facility.**

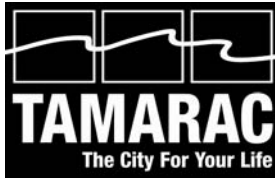
B. Please correct the name of a vendor listed in Section A of Addendum #2. The firm "MCJ Professional" was erroneously listed as "MCS Professional".

All other terms, conditions and specifications remain unchanged for IFB 13-01B. Please acknowledge receipt of this Addendum No. 3, by returning it and/or acknowledging it in your proposal.

Sincerely,

Keith K. Glatz, CPPO, FCPM
 Purchasing & Contracts Manager

COMPANY: _____ **NAME:** _____



CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
 7525 NW 88TH AVENUE
 TAMARAC, FL 33321

"Committed to Excellence...Always"

ADDENDUM NO. 4
INVITATION FOR BID 13-01B
CITYWIDE JANITORIAL SERVICES

DATE OF ADDENDUM: OCTOBER 30, 2012

TO ALL PROSPECTIVE BIDDERS:

The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Documents for INVITATION FOR BID 13-01B, **CITYWIDE JANITORIAL SERVICES**.

A. Please note the responses to the following Questions:

1. Q. The City has requested Day porter Services; For How many buildings and how many day porters? **A. The bid is requesting an hourly rate for day porter services. This optional service is not per building nor is it for a specific number of individuals, just an hourly rate.**
2. Q. Some buildings require 7 days a week services; will the required cleaning be performed during night time or day time & do these building require day porter service as well? **A. Day porter service is an optional service, and does NOT affect nor is it affected by any required cleaning services included in the bid. Proposals/submittals should NOT be adjusted to account for or accommodate the optional day porter service. All required cleaning must be accomplished without day porter services, therefore no buildings "require" day porter service.**
3. Q. How many general cleaners does the current contractor have working at all the properties? **A. The City has issued 18 badges for the current contractor's employees. However, the City does not monitor the number of employees used on a given day at a given building; nor does the City establish a minimum or maximum number of employees to be utilized. Per the Bid, it is the Contractors responsibility to determine the optimum number of employees to complete the required tasks.**
4. Q. The Contractor's Qualification Form notes that the city reserves the right to request financial statements and that if the financial statements are requested then the bidder must provide the documentation detailed on the form in item 18 on page 45. Please advise how to answer questions 19, 20 & 21 given that the financial statements are not required at this time. **A. These questions may be answered as "Not Applicable", but MUST be answered if we request Financial Statements at a later date.**

B. Please note a change to the required number of days from the original schedule for the Recreation Center, the MPC/Gym and the Tamarac Community Center, where we will now only require cleaning six (6) days a week from Monday to Saturday A list

of all facilities is shown below, with the number of days the facility will require cleaning:

Clean Seven Days

- Aquatic Center

Clean Six Days

- Rec. Center
- MPC/GYM
- Tamarac Community Center

Clean Five Days

- City Hall
- Public Services / Building
- Parks and Rec. Admin building
- Utilities
- Fire Station 15 upstairs and stair case areas
- Water Treatment Plant

- C. Please correct the name of two vendors listed in Section A of Addendum #2. The firm "D & A Building Services" was erroneously listed as "DRA Building". The firm "Cleaning Systems Inc." was erroneously listed as "Cleaning Services Inc."

All other terms, conditions and specifications remain unchanged for IFB 13-01B. Please acknowledge receipt of this Addendum No. 4, by returning it and/or acknowledging it in your proposal.

Sincerely,



Keith K. Glatz, CPPO, FCPM
Purchasing & Contracts Manager

COMPANY: _____ **NAME:** _____



**AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
UNITED STATES SERVICE INDUSTRIES, INC. (USSI)**

THIS AGREEMENT is made and entered into this 28 day of November 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 United States Service Industries, Inc., Hereinafter referred to as (USSI), a Delaware corporation duly registered as a Florida Foreign Profit Corporation with principal offices located at 4330 East-West Highway, Suite 200, Bethesda, Maryland 20814 (the "Contractor") to provide for City-wide Janitorial Services.

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, including Attachment A, "Pricing"; Invitation for Bid Document No. 13-01B, "City-wide Janitorial Services", 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 Invitation for Bid # 13-01B, "City-wide Janitorial Services" as issued by the City, and the Contractor's Proposal, Invitation for Bid 13-01B as issued by the City shall take precedence over the Contractor's Bid. 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, supplies and equipment necessary as indicated in the bid package Bid NO. 13-01B Citywide Janitorial Services.
- 2.1.2 Contractor shall furnish all labor, supplies, materials, supplies, equipment, tools, service and supervision necessary to properly perform and maintain each City facility in a neat, clean and orderly manner as per the specifications listed within the bid document.
- 2.1.3 Contractor shall clean up and remove each day all debris and material created by the work at the contractor's expense.
- 2.1.4 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.

- 2.1.5 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.
- 2.1.6 All equipment must be stored in a safe manner when not in operation. The City shall not be responsible for damage to any equipment or personal injuries caused by the Contractor's failure to safely store equipment.
- 2.1.7 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.
- 2.1.8 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) Performance Based Contracting

- 3.1 The City of Tamarac desires to enter into a partnering agreement with the successful contractor, which will provide mutual benefits for both the City and the Contractor. Under a Performance Based Contract, the Contractor's satisfactory performance will result in the City's exclusive use of the Contractor for the full term of the Agreement, while unsatisfactory performance may result in the loss of the Contractor's rights to exclusivity upon passage of the guaranteed period of contract exclusivity.
- 3.2 The City of Tamarac guarantees that as long as the Contractor has not breached this Agreement, the Contractor shall be guaranteed an exclusive business relationship with the City for a minimum period of six (6) months.
- 3.3 Upon passage of the guaranteed contract period, this Agreement shall continue to remain in force, however future exclusivity under the Agreement shall be contingent on the successful performance of the Contractor in accordance with the specifications contained herein. The City shall continue to utilize the Contractor exclusively, for the needs enumerated herein, if it is determined that the Contractor is providing satisfactory performance under the Agreement. Satisfactory performance shall be defined as follows:



- 3.4** Successful adherence to the requirements of this Agreement and successful completion of all tasks required under the specifications in a manner which is acceptable to the City.
- 3.5** The Contractor shall provide a level of service which shall lead to optimal agency satisfaction. Complaints, including but not limited to poor service, unacceptable follow-up, disputes relating to invoice processing, etc. shall constitute unsatisfactory performance. More than five (5) complaints, reviewed and solely determined by the City to be legitimate, per month will prompt a review of the Contractor's performance, and may result in cancellation of the exclusivity provision contained herein.
- 3.6** City is sole judge of non-performance. Failure of Contractor to comply with conditions, terms, specifications, and requirement of bid is just cause for termination of the Contract as enumerated in the Technical Specifications, Section 4 of the Agreement, "Contract Period" contained herein.
- 3.7** Routine Inspections: The City shall perform routine inspections of City facilities for compliance with this Contract. Deficiencies will be reported to the Contractor for correction.

4) Contract Performance

- 4.1** The City, in cooperation with the successful Contractor, shall develop a "Contract Report Card", which will be utilized by agency personnel in the evaluation of the Contractor's performance as provided in Section 4.2 of this Agreement. In the event that the Contractor does not receive a passing evaluation, the Contractor will be provided with an opportunity to correct any deficiencies within two (2) weeks after being notified of such deficiencies. Failure to correct such deficiencies may result in the Contractor's loss of its exclusive right to do business with the City.
- 4.2** Contract Report Card: The City shall formally evaluate Contractor on an ongoing basis during the term of the Agreement. The City shall request City employees to serve on an evaluation panel during the contract term. Each employee will evaluate the Contractor using a "Contract Report Card" evaluation document, which will survey the Contractor's level of service. Evaluation criteria for the "Contract Report Card" will be developed by the City, with input from the Contractor. The City will periodically meet with the Contractor to discuss the results of the "Contract Report Card" evaluation for that period. The Contract Report Card is included Attachment B to this Agreement.

5) Insurance

Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, 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.

- 5.1** 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. The City reserves its right to select its own defense counsel. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

6) Contract Term

- 6.1** The contract period shall be effective January 1, 2013 through June 30, 2015, for a period of two and one-half (2.5) years based upon successful performance by the Contractor. The Contractor, however, shall initially contract exclusively with the City for a guaranteed period of six (6) months. The Contractor shall be evaluated by City personnel during this time period. During the initial six (6) month period, the contractor shall enjoy an exclusive contract relationship with the City. Upon completion of the initial six (6) month period, however, unsatisfactory performance by the Contractor shall result in the loss of exclusivity. Satisfactory performance will result in the Contractor maintaining its exclusive right to perform the requirements of this Agreement for additional six (6) month terms until the completion of the full two and one-half (2.5) year term.
- 6.2** Upon completion of the first full two and one-half (2.5) year period, the City reserves the right to renew the Contract for two (2) additional two (2) year periods based on the successful Bidder agreeing to the same terms and conditions and by giving written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the Contract amount. Contract renewal will be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City. The ongoing performance evaluation process will continue during any renewal periods for the life of the Agreement.

7) Contract Pricing

The Contract Pricing for the above work for each facility and special event service shall be in accordance with the pricing contained in Attachment A "Pricing" herein.

**8) Payments**

8.1 The City shall pay in full the Contract Sum to the Contractor upon completion of the work listed in Paragraph 2 of this Agreement unless the parties agree otherwise. Upon receipt of a properly executed invoice from the Contractor, the City shall pay the Contractor for work performed subject to the specifications of the job and subject to any additions and deductions by subsequent change order provided in the contract documents.

8.2 All payments under this Agreement shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

9) Waiver of Liens

Prior to 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.

10) Warranty

In the event that Contractor causes damages during the period, Contractor shall perform such steps required in Paragraph 2 of this Agreement to the affected areas of city facilities. Contractor shall be responsible for any damages caused by defect to affected area or to interior structure.

11) Indemnification

11.1 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.

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

- i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnification including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.



- ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

11.3 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.

12) Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. The Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender or national original, or disability. 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 shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

13) 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.

**14) 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.

15) Notice

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

CITY

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

With a copy to City Attorney at the following address:

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

CONTRACTOR

United States Service Industries, Inc.
4330 East-West Highway, Suite 200
Bethesda, MD 20814
Attn: Skip Spurgeon, Vice President of
Florida Divisions

16) Termination

- 16.1** Termination for Convenience: This Agreement may be terminated by the City for convenience, upon thirty (30) 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.
- 16.2** 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.

17) 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.

18) 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.

19) 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.

20) 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.

21) 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.

22) 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.

23) Uncontrollable Circumstances

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.



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.

In the event that any City facility is closed due to uncontrollable forces as indicated in Section 21.a of this Agreement, the Contractor shall not bill the City for the cost of hourly employees who are not working, unless such employees have been tasked to complete maintenance at the facility in an effort to restore the facility to operational status.

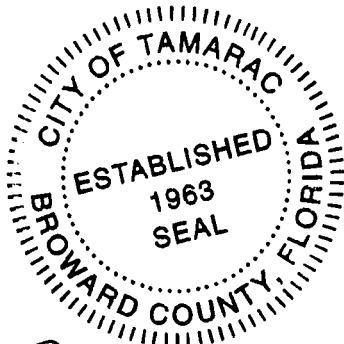
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City of Tamarac




Purchasing and Contracts Division

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 United States Service Industries, Inc., signing by and through its Vice President of Florida Divisions, duly authorized to execute same.



ATTEST:


 Patricia A. Teufel, CMC
 Interim City Clerk

Date

12/3/12

CITY OF TAMARAC


 Beth Talabisco, Mayor

Date


11/28/12


 Michael C. Cernech, City Manager

Date

11-29-12

Approved as to form and legal sufficiency:


 City Attorney

Date

11/28/12

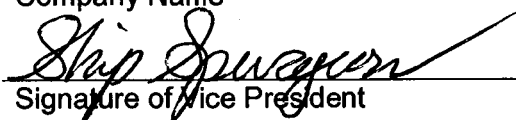
ATTEST:


 Signature of Corporate Secretary

Joel Felrice
 Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

United States Service Industries, Inc.
 Company Name


 Signature of Vice President

Skip Spurgeon
 Vice President of Florida Divisions

Date

11-9-2012



City of Tamarac

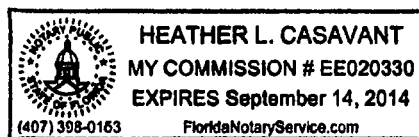
Purchasing and Contracts Division

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida :
 COUNTY OF Lee :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 Skip Spurgeon, Vice President of the Florida Divisions of United States Service Industries, Inc., a Delaware Corporation duly registered as a Florida Foreign For Profit 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 9th, Nov, 2012



Heather L. Casavant
 Signature of Notary Public

State of Florida at Large

Heather L. Casavant
 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.



City of Tamarac

Purchasing and Contracts Division

ATTACHMENT A**PRICING****Monthly Pricing by Facility**

City Facility Name and Location	Monthly Cost	Annual Cost
City Hall 7525 NW 88th Avenue, Tamarac	\$ 3,872.00 _____	\$ 46,464.00
Public Works Department 6011 Nob Hill Road, Tamarac	\$ 1,760.00 _____	\$ 21,120.00
Parks Administration Building 6001 Nob Hill Road, Tamarac	\$ 1,408.00	\$16,896.00 _____
Water Treatment Plant 7803 NW 61st Street, Tamarac	\$ 704.00 ____	\$ 8,448.00
Fire Station #15 6000 Hiatus Road, Tamarac	\$ 750.00	\$ 9,000.00
Utility / IT Building State Street & Nob Hill Road	\$ 1,760.00 _____	\$ 21,200.00
Recreational Center, 7501 North University Drive, Tamarac	\$ 1,560.00 _____	\$ 18,720.00 _____
Multi Purpose Center 7531 North University Drive, Tamarac	\$ 1,664.00	\$ 19,968.00
Caporella Aquatic Center 9300 NW 58th Street, Tamarac	\$ 1,200.00	\$ 14,400.00
Community Center 8601 W. Commercial Blvd., Tamarac	\$ 2,496.00	\$ 29,952.00
TOTAL COST FOR ALL ABOVE LISTED FACILITIES AND CLEANING SERVICE [PLEASE NOTE PAYMENTS WILL BE MADE BY FACILITY ON A MONTHLY BASIS]	\$ 17,174.00 _____	\$ 206,088.00



City of Tamarac

Purchasing and Contracts Division

Special Event Pricing

Special Events Cleaning / Day Porter Services	Amount	Per Sq Ft / Per Hour
Spray buff of resilient floors	\$ 0.11	Per Sq Ft
Floor stripping, waxing and sealing	\$ 0.24	Per Sq Ft
Carpet shampooing (bonnet method)	\$ 0.05	Per Sq Ft
Carpet shampooing (extraction method)	\$0.09	Per Sq Ft
Furniture polishing	\$ 14.75	Per Hour
Upholstery shampooing	\$ 14.75	Per Hour
Glass cleaning	\$ 14.75	Per Hour
Pressure cleaning	\$ 14.75	Per Hour
Day Porter Service (Monday – Friday)	\$ 14.75	Per Hour
Day Porter Service (Saturday – Sunday)	\$ 22.00	Per Hour

**ATTACHMENT B****CITY OF TAMARAC****Citywide Janitorial Services****Performance Report Card**

At the start of every business day, designees will observe their respective facilities and work areas noting the overall appearance of the facility interiors. Those observations will be reported in summary fashion on this form and submitted monthly to the Facilities Supervisor or designee.

Critical issues requiring immediate attention will be reported to the Facilities Manager or designee upon discovery. Critical issues include, but are not limited to: inadequately filled dispensers, unsanitary drinking fountains, and visible dirt or dust in customer reception areas.

Performance ratings are intended to assess the contractor's conformance to contract requirements, specifications, and standards of good workmanship. The rating scale to be used is as follows:

Performance Rating	Criteria
5 – Exceptional	Performance meets or exceeds requirements with few minor problems for which corrective actions were highly effective
4 – Very Good	Performance meets requirements with some minor problems for which corrective actions were highly effective
3 – Satisfactory	Performance meets requirements with some minor problems for which corrective actions were satisfactory
2 – Marginal	Performance does not meet some requirements with problems for which corrective actions appear only marginally effective or have not been fully implemented
1 – Unsatisfactory	Performance does not meet most contractual requirements with problems for which corrective actions appear ineffective and/or have not been identified or implemented

Performance Area: Customer Reception Areas	Exceptional → Satisfactory → Unsatisfactory				
No visible dust and dirt in reception areas	5	4	3	2	1
No visible dirt, spots, or stains on floors, carpets, and mats	5	4	3	2	1
No visible handprints, fingerprints, or smudges on windows	5	4	3	2	1



City of Tamarac

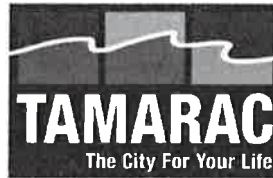
Purchasing and Contracts Division

Performance Area: Clean and Service Restrooms	Exceptional → Satisfactory → Unsatisfactory				
Dispensers filled and serviced daily	5	4	3	2	1
No visible dirt, spots, or stains on floors, carpets, and mats	5	4	3	2	1
Bathroom and shower fixtures cleaned and sanitized daily	5	4	3	2	1

Performance Area: Trash and Recycling	Exceptional → Satisfactory → Unsatisfactory				
Trash and recycling receptacles emptied daily	5	4	3	2	1
Trash can liners replaced daily	5	4	3	2	1
Trash and recyclables separated and disposed of properly	5	4	3	2	1

Performance Area: Administrative and Office Areas	Exceptional → Satisfactory → Unsatisfactory				
No visible dirt, spots, or stains on floors, carpets, and mats	5	4	3	2	1
No visible dust and dirt in stairwells and hallways	5	4	3	2	1
No visible handprints, fingerprints, or smudges on windows	5	4	3	2	1
No visible dust and dirt in lunch rooms, break rooms, and other staff areas	5	4	3	2	1

**PURCHASING AND
CONTRACTS DIVISION**



June 29, 2015

Mr. Danna Hewick
Vice President
United States Service Industries, Inc.
4330 East-West Highway, Suite 200
Bethesda, Maryland 20814

RE: Agreement Renewal
Bid 13-01B
Citywide Janitorial Services

Dear Mr. Hewick:

The City's Agreement with your company to provide Janitorial Services will expire as of June 30, 2015. The original agreement provides for two (2) additional two (2) year renewal options. The City currently wishes to exercise our option for the first renewal option for the subject contract. Since the current Agreement calls for pricing to be firm through September 30, 2015, we wish to extend the current Agreement through September 30th, and begin the new two (2) year term on October 1, 2015, which will allow us to synchronize the pricing with the term of the Agreement.

Accordingly, we would ask that you please print and fully execute two (2) originals of the Agreement Amendment attached hereto. Please ensure that the Amendment is attested by your company's Corporate Secretary, and sealed with your corporate seal. Return the two (2) original documents to the Purchasing & Contracts Division no later than July 10, 2015. Additionally, we would ask that you extend the existing contract term through September 30, 2015, by signing and returning this letter in the area provided below, and returning it to my attention at keith.glatz@tamarac.org.

Upon execution by the City, an original will be returned to you for your records. If you have any questions, do not hesitate to contact me.

Sincerely,

Keith K. Glatz, CPPO
Purchasing and Contracts Manager

(Please sign and return to Mr. Keith Glatz at keith.glatz@tamarac.org.)

USI agrees to extend the current term of its Agreement with the City of Tamarac for the period July 1, 2015 through September 30, 2015 at the same terms, conditions and pricing as the original Agreement term.

 X I agree to extend the original term of the Agreement

 I do not agree to extend the original term of the Agreement

Signature

7-7-15

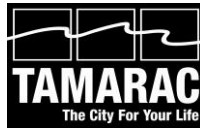
Date

"Committed to Excellence... Always."

TAMARAC.ORG

7525 N.W. 88th Avenue | Tamarac, Florida 33321-2401 | P: 954.597.3570 | F: 954.597.3565

EQUAL OPPORTUNITY EMPLOYER

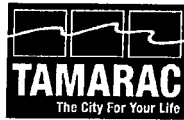


AGREEMENT AMENDMENT #1
BETWEEN THE CITY OF TAMARAC
AND
UNITED STATES SERVICE INDUSTRIES, INC. (USSI)

The CITY OF TAMARAC (City) and United States Service Industries, Inc., Hereinafter referred to as (USSI), a Delaware corporation duly registered as a Florida Foreign Profit Corporation with principal offices located at 4330 East-West Highway, Suite 200, Bethesda, Maryland 20814 (the "Contractor"), agree to amend the original Agreement for Citywide Janitorial Services as follows:

1. Pursuant to the terms of Section 6, Contract Term, Paragraph 6.2 of the original Agreement dated November 28, 2012, the City and United States Service Industries, Inc. (USSI) agree to exercise the first renewal option for the period effective July 1, 2015 through September 30, 2017.
2. Please amend Attachment A of the Agreement, in accordance with the requirements of Section 13 "Contract Price" contained within Invitation for Bid Document 13-01B as incorporated into the original Contract Agreement as shown on the attached revised Attachment A.
3. Other provisions of the original agreement remain in effect as written.

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City of Tamarac

Purchasing and Contracts Division


IN WITNESS WHEREOF, the parties hereby have made and executed this Amendment to Agreement on the respective dates under each signature, the City of Tamarac signing through its City Manager and its City Commission signing by and through its Mayor, and United States Service Industries, Inc. (USSI) signing by and through its Vice 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

Approved as to form and legal sufficiency:

Date

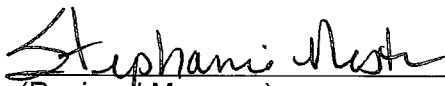
Samuel S. Goren, City Attorney

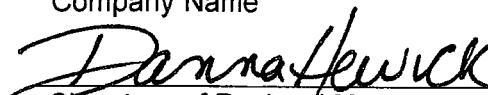
Date

ATTEST:

**United States Service Industries, Inc.
(USSI)**

Company Name

_____
(Regional Manager)

_____
Signature of Regional Manager

STEPHANIE NESTER, CFO
Type/Print Name of Regional Manager

Danna Hewick
Vice President

(CORPORATE SEAL)

7-7-15
Date

Purchasing and Contracts Division

STATE OF Maryland :SS
COUNTY OF Montgomery :

WITNESS my hand and official seal this 7th day of July, 2015.

Signature of Notary Public
State of Maryland at Large

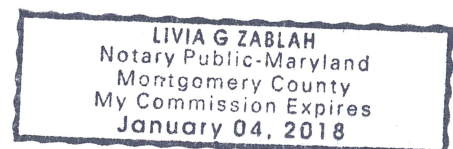
Livia G. Zablah
Print, Type or Stamp
Name of Notary Public

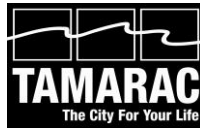
☒ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

☐ DID take an oath, or

☐ DID NOT take an oath.

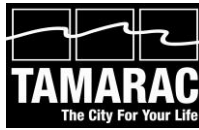


**ATTACHMENT A (Revised Effective October 1, 2015)****PRICING****Monthly Pricing by Facility**

<u>City Facility Name and Location</u>	<u>Monthly Cost</u>	<u>Annual Cost</u>	<u>Estimated Monthly Increase*</u>	<u>Estimated Adjusted Monthly Cost</u>	<u>Estimated Adjusted Annual Cost</u>
<u>City Hall</u> <u>7525 NW 88th Avenue</u>	<u>\$ 3,872.00</u>	<u>\$ 46,464.00</u>	<u>\$ 137.07</u>	<u>\$ 4,009.07</u>	<u>\$ 48,108.83</u>
<u>Public Works Department</u> <u>6011 Nob Hill Road</u>	<u>\$ 1,760.00</u>	<u>\$ 21,120.00</u>	<u>\$ 62.30</u>	<u>\$ 1,822.30</u>	<u>\$ 21,867.65</u>
<u>Parks Administration Building</u> <u>6001 Nob Hill Road</u>	<u>\$ 1,408.00</u>	<u>\$16,896.00</u>	<u>\$ 49.84</u>	<u>\$ 1,457.84</u>	<u>\$17,494.12</u>
<u>Water Treatment Plant</u> <u>7803 NW 61st Street</u>	<u>\$ 704.00</u>	<u>\$ 8,448.00</u>	<u>\$ 24.92</u>	<u>\$ 728.92</u>	<u>\$ 8,747.06</u>
<u>Fire Station #15</u> <u>6000 Hiatus Road</u>	<u>\$ 750.00</u>	<u>\$ 9,000.00</u>	<u>\$ 26.55</u>	<u>\$776.55</u>	<u>\$ 9,318.60</u>
<u>Utility / IT Building</u> <u>State Street & Nob Hill Road</u>	<u>\$ 1,760.00</u>	<u>\$ 21,120.00</u>	<u>\$ 62.30</u>	<u>\$ 1,822.30</u>	<u>\$ 21,867.65</u>
<u>Recreation Center,</u> <u>7501 North University Drive</u>	<u>\$ 1,560.00</u>	<u>\$ 18,720.00</u>	<u>\$ 55.22</u>	<u>\$ 1,615.22</u>	<u>\$ 19,382.69</u>
<u>Multi Purpose Center</u> <u>7531 North University Drive</u>	<u>\$ 1,664.00</u>	<u>\$ 19,968.00</u>	<u>\$ 58.91</u>	<u>\$ 1,722.91</u>	<u>\$ 20,674.87</u>
<u>Caporella Aquatic Center</u> <u>9300 NW 58th Street</u>	<u>\$ 1,200.00</u>	<u>\$ 14,400.00</u>	<u>\$ 42.48</u>	<u>\$ 1,242.48</u>	<u>\$ 14,909.76</u>
<u>Community Center</u> <u>8601 W. Commercial Blvd.</u>	<u>\$ 2,496.00</u>	<u>\$ 29,952.00</u>	<u>\$ 88.36</u>	<u>\$ 2,584.36</u>	<u>\$ 31,012.30</u>
<u>TOTAL COST FOR ALL ABOVE LISTED FACILITIES AND CLEANING SERVICE</u>	<u>\$ 17,174.00</u>	<u>\$ 206,088.00</u>	<u>\$ 607.96</u>	<u>\$17,781.96</u>	<u>\$ 213,383.52</u>

[PLEASE NOTE PAYMENTS WILL BE MADE BY FACILITY ON A MONTHLY BASIS]

* Estimated Monthly Increase is based on the most current CPI Index information from June 2013 through April 2015. Upon release of June 2015 CPI Index information by the Bureau of Labor Statistics the Estimated Adjusted Monthly Costs will be finalized utilizing CPI Index Adjustment from June 2013 to June 2015.

Special Event Pricing

<u>Special Events Cleaning / Day Porter Services</u>	<u>Amount</u>	<u>Per Sq Ft / Per Hour</u>	<u>Estimated CPI Adj.*</u>	<u>Estimated Amount per Sq Ft / per Hour</u>
<u>Spray buff of resilient floors</u>	<u>\$ 0.11</u>	<u>Per Sq Ft</u>	<u>\$ 0.00</u>	<u>\$ 0.11</u>
<u>Floor stripping, waxing and sealing</u>	<u>\$ 0.24</u>	<u>Per Sq Ft</u>	<u>\$0.01</u>	<u>\$ 0.25</u>
<u>Carpet shampooing (bonnet method)</u>	<u>\$ 0.05</u>	<u>Per Sq Ft</u>	<u>\$ 0.00</u>	<u>\$ 0.05</u>
<u>Carpet shampooing (extraction method)</u>	<u>\$0.09</u>	<u>Per Sq Ft</u>	<u>\$ 0.00</u>	<u>\$ 0.09</u>
<u>Furniture polishing</u>	<u>\$ 14.75</u>	<u>Per Hour</u>	<u>\$ 0.52</u>	<u>\$ 15.27</u>
<u>Upholstery shampooing</u>	<u>\$ 14.75</u>	<u>Per Hour</u>	<u>\$ 0.52</u>	<u>\$ 15.27</u>
<u>Glass cleaning</u>	<u>\$ 14.75</u>	<u>Per Hour</u>	<u>\$ 0.52</u>	<u>\$ 15.27</u>
<u>Pressure cleaning</u>	<u>\$ 14.75</u>	<u>Per Hour</u>	<u>\$ 0.52</u>	<u>\$ 15.27</u>
<u>Day Porter Service (Monday – Friday)</u>	<u>\$ 14.75</u>	<u>Per Hour</u>	<u>\$ 0.52</u>	<u>\$ 15.27</u>
<u>Day Porter Service (Saturday – Sunday)</u>	<u>\$ 22.00</u>	<u>Per Hour</u>	<u>\$ 0.78</u>	<u>\$ 22.78</u>

* Estimated Monthly Increase is based on the most current CPI Index information from June 2013 through April 2015. Upon release of June 2015 CPI Index information by the Bureau of Labor Statistics the Estimated Adjusted Monthly Costs will be finalized utilizing CPI Index Adjustment from June 2013 to June 2015.



Title - Discussion Regarding the Selection of a Voting Delegate for the National League of Cities Conference

Discussion Regarding the Selection of a Voting Delegate for the National League of Cities Conference at the Annual Business Meeting on Saturday, November 7, 2015. - ***City Clerk Patricia Teufel***

ATTACHMENTS:

Description	Upload Date	Type
❏ Memo to M. Cernech	10/9/2015	Cover Memo
❏ NLC Voting Delegates	10/5/2015	Backup Material

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
CITY CLERK

TO: Michael C. Cernech, City Manager DATE: October 7, 2015

FROM: Patricia Teufel, City Clerk

**RE: National League of Cities -
Appointment of Voting Delegate
and Alternate Voting Delegate**

Recommendation: The Mayor and City Commission are encouraged to appoint a Voting Delegate and Alternate Voting Delegate to attend and vote at the National League of Cities Annual Business Meeting on Saturday, November 7, 2015.

Issue: Appointment of Voting Delegate and Alternate Voting Delegate for the National League of Cities Business Meeting on Saturday, November 7, 2015.

Background: As a direct member City, Tamarac is entitled to cast two (2) votes at the National League of Cities Business Meeting, based upon the city's population per the 2010 census. To be eligible to cast a vote a Voting Delegate and/or Alternate Voting Delegate must officially be designated by the City and submitted to the National League of Cities no later than October 30, 2015.

Fiscal Impact: No direct budgetary impact.

NATIONAL LEAGUE of CITIES

2015 Officers

President

Ralph E. Becker
Mayor
Salt Lake City, Utah

First Vice President

Melodee Colbert-Kean
Councilmember
Joplin, Missouri

Second Vice President

Matt Zone
Councilmember
Cleveland, Ohio

Past President

Christopher B. Coleman
Mayor
Saint Paul, Minnesota

Chief Executive Officer/
Executive Director

Clarence E. Anthony

Deputy Executive
Director

Antoinette A. Samuel

September 22, 2015

Peter Richardson
City Clerk
City of Tamarac
7525 NW 88th Ave
Tamarac, FL 33321-2427

Dear City Clerk Richardson:

The National League of Cities' (NLC) Annual Business Meeting will be held on Saturday, November 7, 2015, at the conclusion of the Congress of Cities and Exposition in Nashville, Tennessee. As a direct member city, your city is entitled to vote at this meeting. Based on population as of the 2010 Census, each member city casts between one and twenty votes. The number of votes for each population range can be found below.

POPULATION	VOTES	POPULATION	VOTES
Under 50,000	1 vote	500,000 – 599,999	12 votes
50,000 – 99,999	2 votes	600,000 – 699,999	14 votes
100,000 – 199,999	4 votes	700,000 – 799,999	16 votes
200,000 – 299,999	6 votes	800,000 – 899,999	18 votes
300,000 – 399,999	8 votes	900,000 and above	20 votes
400,000 – 499,999	10 votes		

To be eligible to cast a city's vote, a voting delegate and/or alternate(s) must be officially designated by the city using the enclosed credentials form and the city's membership in NLC must be up to date. NLC bylaws expressly prohibit voting by proxy.

At the Congress of Cities, the voting delegate must pick up and sign for the city's voting card at the Ask NLC Booth before the Annual Business Meeting and must be present at the Annual Business Meeting to cast the city's vote. The Ask NLC Booth will be open during scheduled times throughout the Congress of Cities and Exposition.

Please return the completed form to NLC by mail, fax (202-626-3109) or email membership@nlc.org before October 30, 2015, and keep a copy for your files. If you have any questions, please contact Mae Davis, at mdavis@nlc.org or 202-626-3150; or contact Gail Remy, Director of Member Relations at remy@nlc.org, or 202-626-3026.

Thank you,



Clarence E. Anthony
Executive Director

Enclosure

2015 OCT -5 AM 11:49

RECEIVED
CITY OF TAMARAC
CITY CLERK





CREDENTIALS FORM

NATIONAL LEAGUE OF CITIES · 2015 CONGRESS OF CITIES AND EXPOSITION · NASHVILLE, TENNESSEE

At the Annual Business Meeting on Saturday, November 7, 2015, from 2:30 p.m. to 4:30 p.m., each direct member city of the National League of Cities (NLC) is entitled to cast from one to 20 votes based upon the city's population per the 2010 census, through its designated voting delegate. Please indicate below your city and state, your voting delegate and alternate(s), and sign and date the form. The form should be returned by October 30, 2015.

The official voting delegate and alternate(s) from:

City of Tamarac

Tamarac, FL

VOTING DELEGATE:

1. NAME: _____

TITLE: _____

ALTERNATE VOTING DELEGATE(S):

2. NAME: _____

TITLE: _____

3. NAME: _____

TITLE: _____

FOR OFFICE USE ONLY
(DO NOT WRITE IN THIS SPACE)

Voting card issued to:

(signature)

Votes: 2

PLEASE SIGN AND RETURN THIS FORM TO NLC BY OCTOBER 30, 2015
ATTENTION: MAE DAVIS, NATIONAL LEAGUE OF CITIES, 1301 PENNSYLVANIA AVE., NW, SUITE 550, WASHINGTON, DC 20004
EMAIL: MEMBERSHIP@NLC.ORG; FAX: 202-626-3109

Signature (city representative): _____

Title: _____ Date: _____