



CITY OF TAMARAC
NOTICE OF WORKSHOP MEETING
CITY COMMISSION OF TAMARAC, FL
City Hall - Conference Room 105
May 23, 2016

CALL TO ORDER:

9:30 a.m.

ROLL CALL:

PLEDGE OF ALLEGIANCE:

Commissioner Pamela Bushnell

1. TO2344 - Code Amendment: S-1 Recreational District

Item No. 8 (a) on Ordinance(s) - First Reading. (TO2344) An Ordinance of the City Commission of the City of Tamarac, Florida amending Chapter 24 of the City's Code of Ordinances, entitled "Zoning" by amending Article III, Division 13 entitled "S-1 Recreational District" by specifically amending Section 24-308 entitled "Permitted Uses", amending Section 24-309 entitled "Prohibited Uses", amending Section 24-313 entitled "Yards, setback areas, open spaces, etc." To establish hotels as an ancillary use to a private or public country club subject to the issuance of a Special Exception in the S-1 Recreational Zoning District in conformity with the City of Tamarac Comprehensive Plan; providing for codification; providing for conflicts; providing for severability; and providing for an effective date. - ***Community Development Director Maxine Calloway***

2. TR12779 - Central Parc South: Vacation of Easement

Item No. 9 (a) on Public Hearings. (TR12779) A Resolution of the City Commission of the City of Tamarac, Florida, approving a Vacation of Easement petition in an effort to vacate three utility easements dedicated to the City by separate instruments ORB 46647-918, 2 separate 15 foot utility easements and ORB 5864-761, 10 foot utility easement lying in a parcel of land for the subject property located west of the Florida Turnpike and south of Commercial Boulevard as further described in the legal description attached hereto as exhibit A; (Case No. 2-P-16); providing for conflicts; providing for severability; and providing for an effective date. - ***Community Development Director Maxine Calloway and Community Development Assistant Director Frank Zickar***

Commission District(s): District 1

3. TR12770 - Water Sewer Developers Agreement for Mural Plaza

Item No. 6 (e) on the Consent Agenda. (TR12770) A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to accept and execute a Water and Sewer Developer's Agreement with Mural Development, LLC., for the Mural Plaza Project, located at 6500 N. University Drive, requiring 18 ERC's for water and 11 ERC's for sewer; requiring the payment of \$54,800.00 in CIAC fees; authorizing and directing the City Clerk to record said agreement in the public records of Broward County; providing for conflicts; providing for severability; and providing for an effective date. - ***Public Services Director Jack Strain and Community Development Director***

Maxine Calloway

Commission District(s): District 2

4. TR12778 - Tamarac Lakes South Water Main Improvements – Task Authorization #16-17S

Item No. 6 (c) on the Consent Agenda. (TR12778) A Resolution of the City Commission of the City of Tamarac, Florida, approving Task Authorization No. 16-17S and authorizing the appropriate City Officials to execute Task Authorization No. 16-17S with Mathews Consulting Services, Inc., to provide professional services for the design of the Tamarac Lakes South Water Main Improvement Project; including preparation of detailed plans and specifications followed by permitting, bidding assistance and limited construction administration, in accordance with the City's Consulting Engineering Agreement as authorized by Resolution No. R-2011-87, for an amount not to exceed \$159,179; authorizing the appropriate City Officials to administer the contract; providing for conflicts; providing for severability; and providing for an effective date. - **Public Services Director Jack Strain**

Commission District(s): District 1

5. TR12775 - Cisco Network Infrastructure Replacement

Item No. 6 (b) on the Consent Agenda. (TR12775) A Resolution of the City Commission of the City of Tamarac, Florida, awarding IFB No. 16-17B to AIP US, LLC for the purchase of Cisco Systems network equipment in the total amount of \$94,122.98; authorizing an immediate expenditure of an amount not to exceed \$71,914.71, and authorizing the City Manager to approve an expenditure of \$22,208.27 upon receipt of notification from award of body camera contract by the Broward Sheriff's Office (BSO); approving funding from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date. - **Information Technology Assistant Director James Twigger**

Commission District(s): Citywide

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

Pursuant to Chapter 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, he may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is based.

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



Patricia Teufel, CMC
City Clerk



Title - 9:30 a.m.

9:30 a.m.



Title - Commissioner Pamela Bushnell

Commissioner Pamela Bushnell



Title - TO2344 - Code Amendment: S-1 Recreational District

Item No. 8 (a) on Ordinance(s) - First Reading. (TO2344) An Ordinance of the City Commission of the City of Tamarac, Florida amending Chapter 24 of the City's Code of Ordinances, entitled "Zoning" by amending Article III, Division 13 entitled "S-1 Recreational District" by specifically amending Section 24-308 entitled "Permitted Uses", amending Section 24-309 entitled "Prohibited Uses", amending Section 24-313 entitled "Yards, setback areas, open spaces, etc." To establish hotels as an ancillary use to a private or public country club subject to the issuance of a Special Exception in the S-1 Recreational Zoning District in conformity with the City of Tamarac Comprehensive Plan; providing for codification; providing for conflicts; providing for severability; and providing for an effective date. - ***Community Development Director Maxine Calloway***

ATTACHMENTS:

Description	Upload Date	Type
❑ TO2344 - Memo	5/11/2016	Cover Memo
❑ TO2344 - Ordinance Legislature	5/11/2016	Ordinance

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
COMMUNITY DEVELOPMENT**

TO: Michael Cernech,
City Manager

DATE: May 11, 2016

FROM: Maxine Calloway
Community Development Director

RE: Amendment to Zoning Code to
Establish Hotel Use in S-1
(Recreational District) as an
Ancillary Use to a Public or Private
Country Club Through Special
Exception Approval

Temp. Ordinance No. 2344

Recommendation: The Director of Community Development recommends that the Mayor and City Commission adopt on First Reading the proposed text amendments to Chapter 24, Article III, and Division 13 of the City's Code of Ordinances, entitled "S-1 Recreational District", at its May 25, 2016 meeting and on Second Reading at its June 8, 2016 meeting.

Issue: To provide for consistency between the City's Comprehensive Plan and the Land Development Regulations by allowing hotels as an ancillary use in the S-1 Recreational Zoning District.

Background: The City's 2007 adopted Comprehensive Plan allows hotels as an ancillary use in the Commercial Recreation land use designation. This land use category is applied throughout the City as the designation for golf course properties. However, the underlying S-1 zoning district is currently not consistent with the Comprehensive Plan, as hotel is not an enumerated use in Section 24-434 of the Zoning Chapter of the City's Land Development Code.

In accordance with Florida Statutes 163.3194(1)(a), all actions taken by a governmental agency in regard to land within their jurisdiction, shall be consistent with the adopted Comprehensive Plan. In addition, Florida Statutes 163.3194(1)(b) requires that the land development regulations enacted shall be consistent with the adopted Comprehensive Plan. The proposed text amendment seeks to provide for the required consistency with the Comprehensive Plan, and would allow hotels, through a Special Exception approved by the City Commission, as an ancillary only use on properties that have a golf course and associated country club as the primary use.

Currently, the City has three (3) large golf courses (Woodmont, Woodlands and Colony West) all containing a clubhouse facility to support the golfing activities. In common, they have the same zoning designation of S-1 (Recreational District) and a land use of Commercial Recreation. None of these properties has a hotel as an ancillary use associated with the club house facility as allowed by the City's Comprehensive Plan under the current land use designation.

Analysis: The following summarizes the proposed change in the Legislative Draft Ordinance (attached):

Sec. 24-308, entitled "Permitted uses" is being amended to add hotel as an ancillary use to a private or public country club, subject to Special Exception approval of the City Commission. This section further adds additional special regulations specific to the hotel use as further outlined below to ensure the construction of quality brand hotels on the golf course properties.

- All guest rooms shall be accessed from the interior of the structure.
- Guest rooms within the hotel shall not be under separate ownership and shall not be assigned by lease agreement or similar instrument.
- There shall be not more than one (1) hotel to serve each golf course community in which the hotel is located.
- A hotel shall, at a minimum, have a central switch board; provide daily room cleaning service; have a regular staff concierge service; porter service and valet parking.
- The hotel structure shall provide elevator service to all floors above grade.
- Unless otherwise provided for in a developer's agreement, the following accessory uses shall be located within the structure of the primary use: Bar; full service restaurant, meeting, conference and banquet facilities; office center; and, sundry or gift shop.

Sec. 24-313 entitled "Yards, Setback Areas, Open spaces, etc." is being amended to provide additional standards as further outlined below to ensure high quality developments and the necessary buffers from residential properties.

- Surface parking shall be no closer than twenty (20) feet to residentially zoned land
- Dumpsters servicing a structure shall be a minimum of one hundred and fifty (150) feet from any residentially zoned property and shall be fully enclosed and located on the site so that they are not visible from any residentially zoned property.
- Loading and service facilities shall be screened so as not to be visible from abutting residential uses or vacant residential zoned property.
- All rooftop mechanical equipment, stair, and elevator towers shall be designed as an integral part of any building volume and/or adequately screened so that they are not visible from abutting residential uses or vacant residentially zoned property.

In addition, the purpose of the S-1 zoning district is intended to allow outdoor and indoor recreational activities that are supported by a variety of accessory uses. Section 24-307 entitled "Purposes and Characteristics" states that activities provided in an S-1 zoning district are primarily conducted in the open air (golfing, tennis or swimming facilities) while related accessory structures may be in the open air or in a building or structure.

The addition of hotel use approved through Special Exception as an ancillary use associated with a private or public clubhouse only, is consistent with the City's Comprehensive Plan. More specifically, Policy 1.2a of the Comprehensive Plan supports the use of hotels as described above in the Commercial Recreation land use designation.

The above criteria supports Policy 1.5 of the Comprehensive Plan by promoting "quality development" in all land use categories by the establishment and implementation of design criteria and development standards in the Land Development Code which promote the highest standards of urban development and community aesthetics.

Summary of Recommendation: Staff recommends that the Mayor and City Commission adopt on First Reading the proposed text amendments to the City's Code of Ordinances. The proposed code amendment is consistent with City of Tamarac Comprehensive Plan Future Land Use Element Policy 1.2a, to allow a hotel as an ancillary use to a private or public clubhouse located within a golf course facility only and Policy 1.5 by promoting "quality development" in all land use categories by the establishment and implementation of design criteria and development standards in the Land Development Code which promote the highest standards of urban development and community aesthetics. In addition, the proposed code amendment also supports the City's Strategic Goal #5 "A Vibrant Community" by revitalizing our community with future development and redevelopment and their effect on the community.

Fiscal Impact: There will be no direct budgetary impact.



Maxine A. Calloway,
Director of Community Development

MAC/FLZ/alg

Attachment: Temporary Ordinance No. 2344/ Legislative Draft Ordinance

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. 2016 - _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA AMENDING CHAPTER 24 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "ZONING" BY AMENDING ARTICLE III, DIVISION 13 ENTITLED "S-1 RECREATIONAL DISTRICT" BY SPECIFICALLY AMENDING SECTION 24-308 ENTITLED "PERMITTED USES", AMENDING SECTION 24-309 ENTITLED "PROHIBITED USES", AMENDING SECTION 24-313 ENTITLED "YARDS, SETBACK AREAS, OPEN SPACES, ETC." TO ESTABLISH HOTELS AS AN ANCILLARY USE TO A PRIVATE OR PUBLIC COUNTRY CLUB SUBJECT TO THE ISSUANCE OF A SPECIAL EXCEPTION IN THE S-1 RECREATIONAL ZONING DISTRICT IN CONFORMITY WITH THE CITY OF TAMARAC COMPREHENSIVE PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac (the "City") seeks to amend its land development regulations in order to establish hotels in the S-1 Recreational Zoning District as an ancillary use to a public or private country club subject to the issuance of a special exception approved by the City Commission; and

WHEREAS, Policy 1.2(a) of the Future Land Use Element of the City's Comprehensive Plan allows hotels as an ancillary use in the corresponding Commercial Recreation Land Use designation; and

WHEREAS, Florida Statutes 163.3201 provides that a governing body's land development code shall be the means of implementation for an adopted comprehensive plan; and

WHEREAS, the City recognizes that the uses enumerated in S-1 zoning district under Section 24-308 of the City Code are not consistent with the allowed uses in the corresponding Recreation Land Use designation of the City of Tamarac Comprehensive Plan; and

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

WHEREAS, the Director of Community Development finds that the establishment of hotels in the S-1 zoning district by special exception is consistent with the City's adopted Comprehensive Plan and recommends that the City Commission adopts the Ordinance; and

WHEREAS, the City Commission finds that amending the City's Code of Ordinances to establish hotels in the S-1 Recreational Zoning District as an ancillary use to a public or private country club subject to a special exception approved by the City Commission implements the intent of the City's Comprehensive Plan; and,

WHEREAS, the amendments to the City's Code of Ordinances contained in this Ordinance serve the best interests of the health, safety, and welfare of the residents and business of the City of Tamarac.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AS FOLLOWS:

SECTION 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. That Chapter 24, Article III, Division 13, Section 24-308 entitled "Permitted Uses" of the City of Tamarac Code of Ordinances is hereby amended to read as follows:

Sec. 24-308. - Permitted uses.

In S-1 districts, no building or structure or part thereof shall be erected, altered or used, or land or water used, in whole or in part, for other than one (1) or more of the following specified uses:

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

- (1) Public or private country club. A hotel or a dining room, bar and grill and snack bar may be operated as an ancillary use to ~~at~~ a public or private country club through special exception approval of the city commission. Such special exception approval shall be consistent with the provisions governing special exceptions as set out in section 24-548 of this Code ~~and consistent with the regulations concerning restaurants in section 24-434. No external advertising of the dining room, bar and grill and snack bar shall be permitted.~~ The following general regulations shall apply to the hotel use:

- a. All guest rooms shall be accessed from the interior of the structure.
- b. Guest rooms within the hotel shall not be under separate ownership and shall not be assigned by lease agreement or similar instrument.
- c. There shall be not more than one (1) hotel to serve each golf course community in which the hotel is located.
- d. A hotel shall, at a minimum, have a central switch board; provide daily room cleaning service; have a regular staff concierge service; porter service and valet parking.
- e. The hotel structure shall provide elevator service to all floors above grade.
- f. Unless otherwise provided for in a developer's agreement, the following accessory uses shall be located within the structure of the primary use: Bar; full service restaurant, meeting, conference and banquet facilities; office center; and, sundry or gift shop.

(2) Golf course.

(3) Shuffleboard court.

(4) Swimming pool.

(5) Tennis courts.

(6) Neighborhood or community club operated by nonprofit or Public Corporation.

(7) Public parks and open spaces.

(8) Public and private elementary, middle or high schools on properties greater than 6.5 acres in size with a land use designation of "Recreation", subject to the special exception procedures set forth in chapter 24, article IV of the City's Code of Ordinances. Private schools shall offer curricula substantially equivalent to public schools of comparable grades and shall meet the academic requirements of the state department of education.

The operation of any recreation area shall, regardless of anything else in this chapter, be subject to the reasonable control and direction of the city and the city commission as regulatory authorities.

SECTION 3. That Chapter 24, Article III, Division 13, Section 24-309 entitled “Prohibited Uses” of the City of Tamarac Code of Ordinances is hereby amended to read as follows:

Sec. 24-309. - Prohibited uses.

The permissible uses enumerated in section 24-308 shall not be construed to include, either as a principal or accessory use, any of the following:

- (1) Any business or commercial use not permitted as a principal or ancillary use;
- (2) Any industrial or manufacturing use;
- (3) Drive-in theater, drive-in restaurant or drive-in refreshment stand.

SECTION 4. That Chapter 24, Article III, Division 13, Section 24-313 entitled “Yards, setback areas, open spaces, etc.” of the City of Tamarac Code of Ordinances is hereby amended to read as follows:

Sec. 24-313. - Yards, setback areas, open spaces, etc.

- (a) No surface parking area in an S-1 district shall be located within ~~ten (10)~~ twenty (20) feet of any residentially zoned property. No parking structure shall be located within one hundred (100) feet from any abutting property zoned residential.
- (b) No building or roofed portion of any structure shall be located within twenty-five (25) feet of any plot line.
- (c) No required open space, yard or setback area shall be used or developed for any purpose other than by landscaping and by the minimum amount of walkways or driveways reasonably necessary to serve the permitted S-1 uses.
- (d) Dumpsters servicing a structure shall be a minimum of one hundred and fifty (150) feet from any residentially zoned property and shall be fully enclosed and located on the site so that they are not visible from any residentially zoned property.
- (e) Loading and service facilities shall be screened so as not to be visible from abutting residential uses or vacant residential zoned property.
- (f) All rooftop mechanical equipment, stair, and elevator towers shall be designed as an integral part of any building volume and/or adequately screened so that they are not visible from abutting residential uses or vacant residentially zoned property.

SECTION 5 Codification. It is the intention of the City Commission of the City of Tamarac that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Tamarac, Florida, and that the Sections of this ordinance may be renumbered, re lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

SECTION 6. Conflicts. That all Ordinances or parts of Ordinances, Resolutions or parts thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 7. Severability. Should any section, provision, paragraph, sentence, clause or word of this Ordinance or portion hereof be held or declared by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall be considered as eliminated and shall not affect the validity of the remaining portions or applications of this Ordinance.

SECTION 8. Effective Date. This Ordinance shall become effective upon adoption.

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PASSED, FIRST READING this _____ day of _____, 2016.

PASSED, SECOND READING this _____ day of _____, 2016.

ATTEST:

BY: _____
MAYOR HARRY DRESSLER

PATRICIA TUEFEL, CMC
CITY CLERK

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

SAMUEL S. GOREN
CITY ATTORNEY



Title - TR12779 - Central Parc South: Vacation of Easement

Item No. 9 (a) on Public Hearings. (TR12779) A Resolution of the City Commission of the City of Tamarac, Florida, approving a Vacation of Easement petition in an effort to vacate three utility easements dedicated to the City by separate instruments ORB 46647-918, 2 separate 15 foot utility easements and ORB 5864-761, 10 foot utility easement lying in a parcel of land for the subject property located west of the Florida Turnpike and south of Commercial Boulevard as further described in the legal description attached hereto as exhibit A; (Case No. 2-P-16); providing for conflicts; providing for severability; and providing for an effective date. - ***Community Development Director Maxine Calloway and Community Development Assistant Director Frank Zickar***

Commission District(s):

District 1

ATTACHMENTS:

Description	Upload Date	Type
▣ TR12779 Memo	5/10/2016	Cover Memo
▣ TR12779 - Resolution	5/10/2016	Resolution
▣ TR12779 - Exhibit A: Legal Description / Survey	5/10/2016	Exhibit
▣ TR12779 - Justification Letter	5/10/2016	Backup Material
▣ TR12779 - Site Location Map	5/10/2016	Backup Material
▣ TR12779 - ORB5864 Page761	5/19/2016	Backup Material

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 16-04-002M
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Michael C. Cernech,
City Manager

DATE: May 11, 2016

FROM: Maxine A. Calloway
Director of Community Development

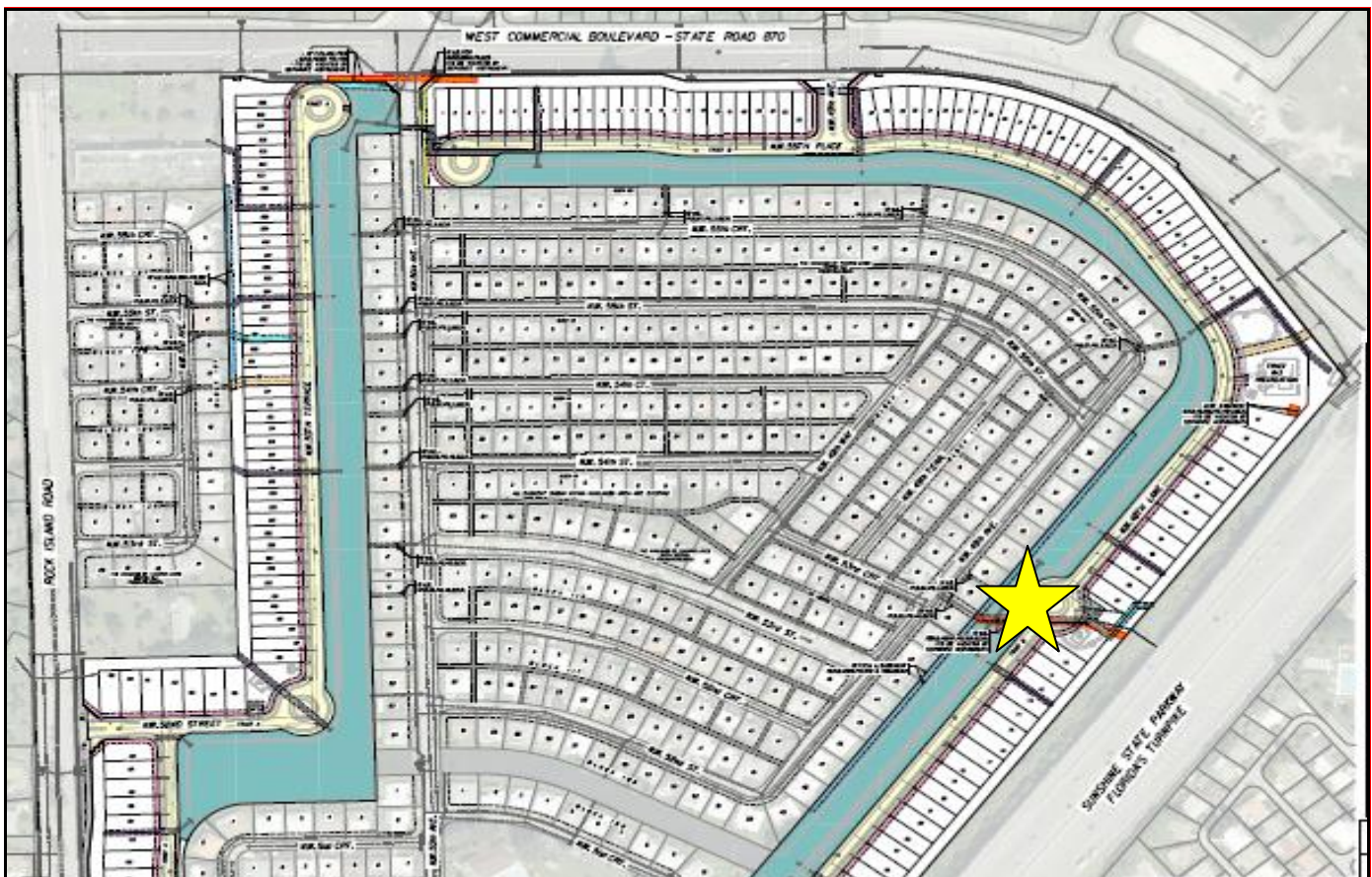
RE: Central Parc South – Vacation of
Easement

CASE#: 1-P-16 **TEMP. RESO. NO. 12779**

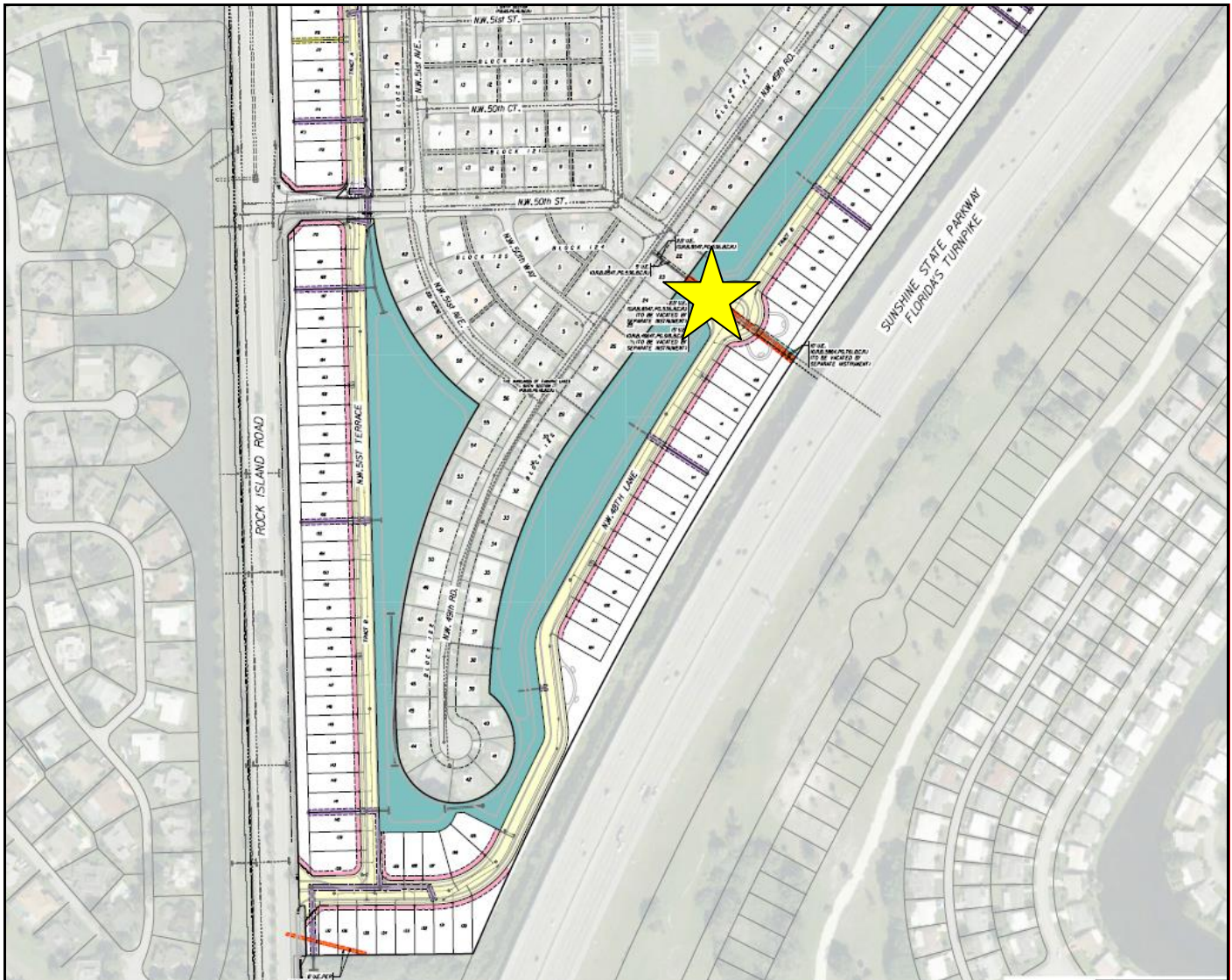
MF#: 05-03

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission approve the Vacation of Easement application for the continued development of Central Parc South at its May 25, 2016 meeting.

ISSUE: Scott E. Backman, of Dunay, Miskel, and Backman, LLP., the designated agent for the property owner, SPL Holdings, LLP, is requesting approval of a Vacation of Easement in order to vacate three utility easements dedicated to the City by separate instruments ORB 46647-918 (2 separate 15 foot utility easements) and ORB 5864-761 (10 foot utility easement) lying in a parcel of land (generally shown below) as described in the attached legal description (See Exhibit “A”).



Easements Location: ORB 46647-918 (2 separate 15 foot utility easements)



Easement Location: ORB 5864-761 (10 foot utility easement)

BACKGROUND: SPL South Holdings, LLC (“Petitioner”) is the fee simple owner of the property generally located west of the Florida Turnpike and south of Commercial Boulevard (“Property”) in the City of Tamarac (“City”). The Property has recently been approved for two hundred thirty nine (239) single family homes (“Central Parc South”). The Property has a Low Residential (0-5) land use designation and is located in the City’s R-3 (Low Density Multi-Family Residential) zoning district. There are certain easements in place that were required for the previous use of the Property, which are no longer necessary and an impediment to the approved development plans for Central Parc South. Petitioner is replacing these easement with new easements that ensure service for to the Central Parc South project for the various service providers.

The property was re-platted in August of 2015 which resolved the majority of easement issues for the property. The three (3) easements that are associated with this application however, were established though separate instrument and were not discovered until after this process and need to be vacated through this application to complete this process.

Specifically, Petitioner is requesting vacation of three easements that have been granted to the City of Tamarac for utility purposes by separate instrument. These easements are described below and more specifically depicted on the attached surveys:

- ORB 46647-918 – Two (2) fifteen foot (15') east-west water easements on the east side of the property traversing NW 48th Lane between Lots 69 and 70 and between Lots 107 and 108.
- ORB 5864-761 – a ten foot (10') east-west water easement between Lots 107 and 108 on the east side of the Property (as affected by Quit Claim Deed from Tamarac Utilities, Inc., a Florida corporation, to the City of Tamarac, recorded in Official Records Book 8547, Page 536 at Page 630-631).

The Property for which these easements were dedicated has been redesigned and is being replatted to accommodate the proposed new residential development. The subject easements do not serve any property outside of the new plat boundaries and are not necessary as dedicated to serve the proposed residential project as they conflict with the approved development plans for Central Parc South. As such, Petitioner is respectfully requesting vacation of the above referenced easements.

ANALYSIS: In order to facilitate the continued development of two hundred and thirty-nine (239) previously approved single-family homes, two (2) fifteen foot (15') east-west water easements on the east side of the property traversing NW 48th Lane between Lots 69 and 70 and between Lots 107 and 108 and the ten foot (10') east-west water easement between Lots 107 and 108 on the east side of the Property shall be vacated as these easements are impediments to the approved development plans for Central Parc South. Before an easement, or any portion of an easement, is abandoned by a public agency, all public interest in it must first be extinguished. Public interest can include, but is not limited to, maintaining an appropriate traffic circulation system, maintaining adequate landscaping, and ensuring that utility and access easements remain available if needed.

1. **Consistency with City of Tamarac 2007 Comprehensive Plan** – The request is consistent with the City of Tamarac 2007 Comprehensive Plan.
2. **Citizen Comments** – The Community Development Department has received no written comments about this application.
3. **Community Development Department Analysis** – Staff has received no objections from any of the city departments and utility companies. Staff also finds that the proposed easement vacation will have no impacts to surrounding areas.
4. **Roadway Level of Service** – The utility easement requested to be vacated is presently all within the Central Parc South Plat. This vacation will have no impact on future transportation levels of service.
5. **Utility Easements** – The Community Development Department has received no objections from any utility companies.
6. **Landscaping** – Based on aerial photography provided by the City of Tamarac GIS, the easements contains sparse landscaping and is currently vacant.

CONCLUSION: Staff recommends that the City Commission approve the Vacation of Easement application for the continued development of Central Parc South.

This request supports Policy 1.4 of the Future Land Use Element of the City of Tamarac 2007 Comprehensive Plan which states, "The Community Development Department will continue to review and use plan amendments, zoning amendments, site plans, and plat approval requests for compatibility with adjacent land uses as currently required in the Code of Ordinances."

Finally, the proposed vacation of easement is consistent with Strategic Goal #5: A Vibrant Community of the City of Tamarac Five Strategic Goals by being accessible and responsive to our neighborhood and business partners and developing an understanding of the unique needs of each neighborhood and commercial areas.

FISCAL IMPACT: No direct budgetary impact (This application is being funded by an application/processing fee).

INTERVENING ACTION: At its May 4, 2016 meeting, the Planning Board voted 5 - 0 to forward a favorable recommendation for the proposed vacation of utility easement, to the City Commission



Maxine A. Calloway
Director of Community Development

Attachments: Temp Reso. No. 12779
 Justification Letter
 Site Location Map
 Exhibit "A" – Legal Description

MAC/TPF/alg

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2016-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING A VACATION OF EASEMENT PETITION IN AN EFFORT TO VACATE THREE (3) UTILITY EASEMENTS DEDICATED TO THE CITY BY SEPARATE INSTRUMENTS ORB 46647-918, TWO (2) SEPARATE FIFTEEN (15) FOOT UTILITY EASEMENTS AND ORB 5864-761, TEN (10) FOOT UTILITY EASEMENT LYING IN A PARCEL OF LAND FOR THE SUBJECT PROPERTY LOCATED WEST OF THE FLORIDA TURNPIKE AND SOUTH OF COMMERCIAL BOULEVARD AS FURTHER DESCRIBED IN THE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A; (CASE NO. 2-P-16); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the section of the subject Vacation of Easement (attached hereto as Exhibit "A", incorporated herein and made a specific part thereof) was previously platted in conjunction with the previously approved residential development; and

WHEREAS, Scott E. Backman, of Dunay, Miskel, and Backman, LLP., the designated agent for the property owner, SPL Holdings, LLP has requested a Vacation of Easement in order to vacate three (3) utility easements dedicated to the City by separate instruments ORB 46647-918, two (2) separate fifteen (15) foot utility easements and ORB 5864-761, ten (10) foot utility easement lying in a parcel of land as described in the legal descriptions within the attached surveys (Exhibit A, attached hereto are incorporated herein and made a specific part thereof); and

WHEREAS, petitioner is replacing these easements with new easements that ensure service for to the Central Parc South project for the various service providers; and

WHEREAS, the City Engineer has been contacted and has stated no objection to the Vacation of Easement of the three (3) utility easements; and

WHEREAS, the Director of Community Development recommends approval; and

WHEREAS, the Planning Board conducted a duly noticed public hearing and recommended approval on May 4, 2016; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interests of the citizens and residents of the City of Tamarac to grant the Vacation of Easement in order to vacate three (3) utility easements dedicated to the City by separate instruments ORB 46647-918, two (2) separate fifteen (15) foot utility easements and ORB 5864-761, ten (10) foot utility easement lying in a parcel of land as described in the legal descriptions within the attached surveys (Exhibit A, attached hereto are incorporated herein and made a specific part thereof); located west of the Florida Turnpike and south of Commercial Boulevard, in order to accommodate the continued residential development.

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. All exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

SECTION 2: That the Vacation of Easement in order to vacate three (3) utility easements dedicated to the City by separate instruments ORB 46647-918, two (2) separate fifteen (15) foot utility easements and ORB 5864-761, ten (10) foot utility easement lying in a parcel of land, located in a parcel of land located west of the Florida Turnpike and south of Commercial Boulevard, IS HEREBY vacated.

SECTION 3: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in 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 adoption.

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PASSED, ADOPTED AND APPROVED this day of , 2016.

HARRY DRESSLER,
MAYOR

ATTEST:

PATRICIA TUEFUL, CMC
CITY CLERK

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

SAMUEL S. GOREN,
CITY ATTORNEY

4341 S.W. 62nd Avenue
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997
Fax (954) 585-3927

EXHIBIT "A"
**LEGAL DESCRIPTION OF:
VACATION OF A 15 FOOT WIDE TAMARAC EXCLUSIVE EASEMENT
SABAL PALM BY PRESTIGE
(P.B. 178, PG. 71-87, B.C.R.)
CITY OF TAMARAC, BROWARD COUNTY, FLORIDA**

LEGAL DESCRIPTIONS:

A 15.00 FOOT WIDE STRIP OF LAND LYING WITHIN A PORTION OF TRACTS B, B-4, B-12, AND C-2, SABAL PALM BY PRESTIGE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 178, PAGES 71 THROUGH 87, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, THE CENTERLINE OF SAID 15.00 FOOT WIDE STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT B-12:

THENCE SOUTH 17°00'01" WEST, A DISTANCE OF 84.19 FEET TO A POINT LYING AND BEING ON THE PLAT LIMITS OF SAID PLAT, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE NORTH 50°41'09" WEST, A DISTANCE OF 35.57 FEET;

THENCE NORTH 54°19'12" WEST, A DISTANCE OF 109.52 FEET;

THENCE NORTH 52°52'17" WEST, A DISTANCE OF 138.94 FEET TO A POINT LYING AND BEING ON THE PLAT LIMITS OF THE AFORESAID PLAT, SAID POINT ALSO BEING THE POINT OF TERMINUS,

EASEMENT LINES ARE TO BE LENGTHENED OR SHORTENED TO PROVIDE A CONTINUOUS 15.00 FOOT WIDE EASEMENT.

SAID LANDS SITUATE LYING AND BEING IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA CONTAINING 4,260 SQUARE FEET MORE OR LESS.

NOTES:

1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE BEARINGS SHOWN HEREON ARE BASED ON S.55°08'43"E., ALONG THE NORTH LINE OF TRACT B-12, SABAL PALM BY PRESTIGE, AS RECORDED IN PLAT BOOK 178, PAGES 71 THRU 87, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH, THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.
6. SEE SHEET 2 OF 2 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

FILE: F:\Draw\CENTRAL PARC\dwg\12-7827_15' TEE_Vac-1.dwg

CERTIFICATE:

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 54-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

REVISIONS	DATE	BY

THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER & ASSOCIATES, INC.
COPYRIGHT © 2015

RICHARD G. CRAWFORD Jr.
PROFESSIONAL SURVEYOR AND MAPPER NO. 5371 - STATE OF FLORIDA

DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
03/02/16	JDS	RGC	N/A



SHEET 1 OF 2

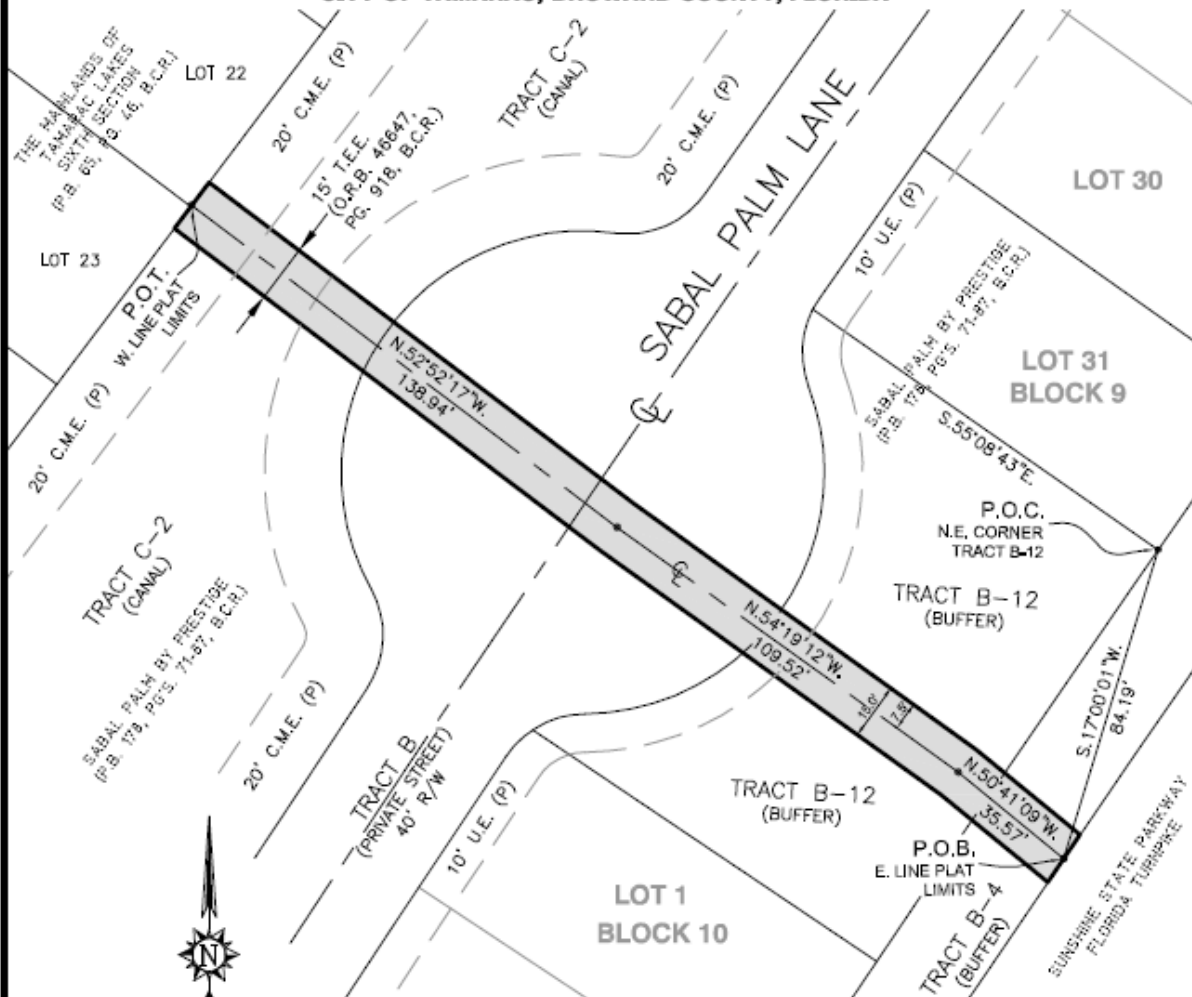
SKETCH NO. 12-7827
15' T.E.E. VAC-1

4341 S.W. 62nd AVE.
Davie, Florida 33314

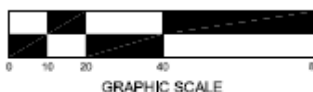


Tel. (954) 585-0997
Fax (954) 585-3927

EXHIBIT "A"
LEGAL DESCRIPTION OF:
VACATION OF A 15 FOOT WIDE TAMARAC EXCLUSIVE EASEMENT
SABAL PALM BY PRESTIGE
(P.B. 178, PG. 71-87, B.C.R.)
CITY OF TAMARAC, BROWARD COUNTY, FLORIDA



SCALE: 1" = 40'



LEGEND:

B.C.R. BROWARD COUNTY RECORDS
P.B. PLAT BOOK
PG. PAGE
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
P.O.T. POINT OF TERMINUS
C.M.E. CANAL MAINTENANCE EASEMENT
T.E.E. TAMARAC EXCLUSIVE EASEMENT
O.R.B. OFFICIAL RECORD BOOK



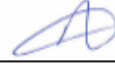
R/W. RIGHT-OF-WAY
CL. CENTERLINE
(P). PER PLAT
~. BREAK IN SCALE

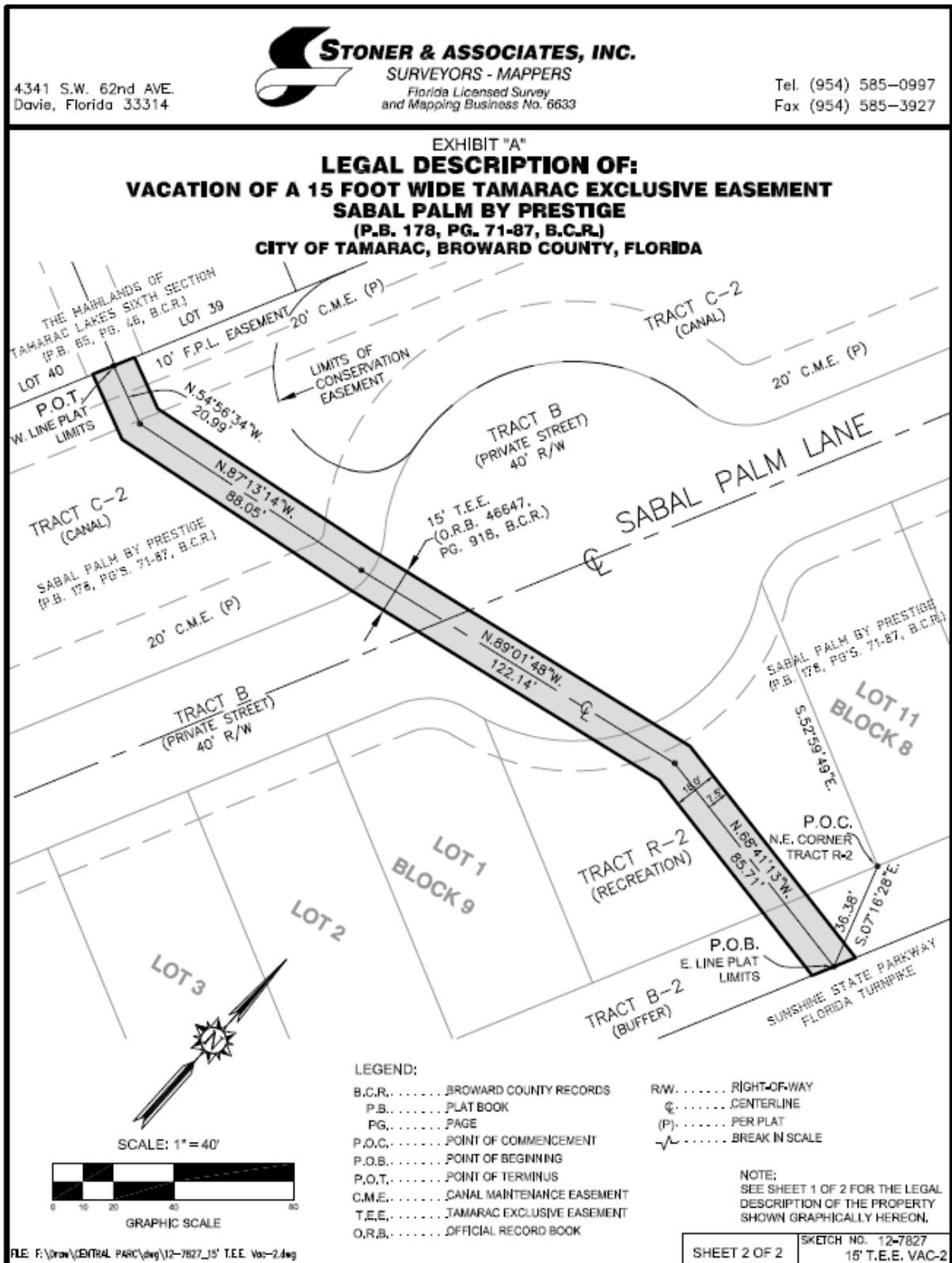
NOTE:
SEE SHEET 1 OF 2 FOR THE LEGAL
DESCRIPTION OF THE PROPERTY
SHOWN GRAPHICALLY HEREON.

FILE: F:\Draw\CENTRAL PARC\dwg\12-7827_15' T.E.E. Vac-1.dwg

SHEET 2 OF 2

SKETCH NO. 12-7827
15' T.E.E. VAC-1

<p>4341 S.W. 62nd Avenue Davie, Florida 33314</p>	 <p>STONER & ASSOCIATES, INC. SURVEYORS - MAPPERS <i>Florida Licensed Survey and Mapping Business No. 6633</i></p>	<p>Tel. (954) 585-0997 Fax (954) 585-3927</p>																	
<p>EXHIBIT "A" LEGAL DESCRIPTION OF VACATION OF A 15 FOOT WIDE TAMARAC EXCLUSIVE EASEMENT SABAL PALM BY PRESTIGE (P.B. 178, PG. 71-87, B.C.R.) CITY OF TAMARAC, BROWARD COUNTY, FLORIDA</p>																			
<p>LEGAL DESCRIPTIONS:</p> <p>A 15.00 FOOT WIDE STRIP OF LAND LYING WITHIN A PORTION OF TRACTS B, B-4, C-2, AND R-2, SABAL PALM BY PRESTIGE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 178, PAGES 71 THROUGH 87, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, THE CENTERLINE OF SAID 15.00 FOOT WIDE STRIP OF LANDING BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT R-2;</p> <p>THENCE SOUTH 07°16'28" EAST, A DISTANCE OF 36.38 FEET TO A POINT LYING AND BEING ON THE PLAT LIMITS OF SAID PLAT, SAID POINT ALSO BEING THE POINT OF BEGINNING;</p> <p>THENCE NORTH 68°41'13" WEST, A DISTANCE OF 85.71 FEET;</p> <p>THENCE NORTH 89°01'48" WEST, A DISTANCE OF 122.14 FEET;</p> <p>THENCE NORTH 87°13'14" WEST, A DISTANCE OF 88.05 FEET;</p> <p>THENCE NORTH 54°56'34" WEST, A DISTANCE OF 20.99 FEET TO A POINT LYING AND BEING ON THE PLAT LIMITS OF THE AFORESAID PLAT, SAID POINT ALSO BEING THE POINT OF TERMINUS.</p> <p>EASEMENT SIDELINES ARE TO BE LENGTHENED OR SHORTENED TO PROVIDE A CONTINUOUS 15.00 FOOT WIDE EASEMENT.</p> <p>SAID LANDS SITUATE LYING AND BEING IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA CONTAINING 4,753 SQUARE FEET MORE OR LESS.</p>																			
<p>NOTES:</p> <ol style="list-style-type: none">1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.3. THE BEARINGS SHOWN HEREON ARE BASED ON S.52°59'49"E., ALONG THE NORTH LINE OF TRACT R-2, SABAL PALM BY PRESTIGE, AS RECORDED IN PLAT BOOK 178, PAGES 71 THRU 87, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH, THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.6. SEE SHEET 2 OF 2 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.																			
<p>FILE: F:\Draw\CD\TRIAL PARC\deg\12-7827_15' TEE. Vac-2.dwg</p>																			
<p>CERTIFICATE:</p> <p>THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 55-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.</p>		 <p style="writing-mode: vertical-rl; transform: rotate(180deg);">SKETCH NO. 12-7827 15' T.E.E. VAC-2</p>																	
<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 50%;">REVISIONS</th><th style="width: 25%;">DATE</th><th style="width: 25%;">BY</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></tbody></table>	REVISIONS	DATE	BY							<p>RICHARD G. CRAWFORD Jr.  PROFESSIONAL SURVEYOR AND MAPPER NO. 5371 - STATE OF FLORIDA</p> <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 25%;">DATE OF SKETCH:</td><td style="width: 25%;">DRAWN BY</td><td style="width: 25%;">CHECKED BY</td><td style="width: 25%;">FIELD BOOK</td></tr><tr><td>03/02/16</td><td>JDS</td><td>RGC</td><td>N/A</td></tr></table>		DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK	03/02/16	JDS	RGC	N/A
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03/02/16	JDS	RGC	N/A																
<p>THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER & ASSOCIATES, INC. COPYRIGHT © 2016</p>		<p>SHEET 1 OF 2</p>																	



4341 S.W. 62nd Avenue
Davie, Florida 33314



Tel. (954) 585-0997
Fax (954) 585-3927

EXHIBIT "A"
**LEGAL DESCRIPTION OF
VACATION OF A 10 FOOT WIDE EASEMENT
SABAL PALM BY PRESTIGE
(P.B. 178, PG. 71-87, B.C.R.)
CITY OF TAMARAC, BROWARD COUNTY, FLORIDA**

LEGAL DESCRIPTIONS:

A PORTION OF THAT CERTAIN 10 FOOT WIDE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 5864, PAGE 761, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE HEREIN DESCRIBED EASEMENT, 10.0 FEET IN WIDTH WHICH IS LOCATED NORTHWEST OF THE SUNSHINE STATE PARKWAY,

THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 22, BLOCK 122, OF "MAINLANDS OF TAMARAC LAKES", SECTION SIX, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 65, PAGE 46, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

RUN THENCE SOUTHEASTERLY ABOUT 284.29 FEET, TO A POINT ON THE SOUTHEASTERLY LINE OF TRACT B-4, SABAL PALM BY PRESTIGE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 178, PAGES 71 THROUGH 87, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND THE POINT OF TERMINATION.

EASEMENT SIDE LINES TO BE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND FORM A CONTINUOUS 10.0 FOOT WIDE EASEMENT, SAID LANDS SITUATE LYING AND BEING IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA CONTAINING 2,843 SQUARE FEET MORE OR LESS.

NOTES:

1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE BEARINGS SHOWN HEREON ARE BASED ON S.55°06'43"E., ALONG THE NORTH LINE OF TRACT B-12, SABAL PALM BY PRESTIGE, AS RECORDED IN PLAT BOOK 178, PAGES 71 THRU 87, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.
6. SEE SHEET 2 OF 2 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

FILE: F:\Draw\CD\TRIAL PARC\dwg\12-7827_10' U.E. Vac-3.dwg

CERTIFICATE:

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 55-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

REVISIONS	DATE	BY

THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER & ASSOCIATES, INC.
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RICHARD G. CRAWFORD Jr. 
PROFESSIONAL SURVEYOR AND MAPPER NO. 5371 - STATE OF FLORIDA

DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
03/07/16	JDS	RGC	N/A



SHEET 1 OF 2

SKETCH NO. 12-7827
10' U.E. VAC-3

4341 S.W. 62nd AVE.
Davie, Florida 33314

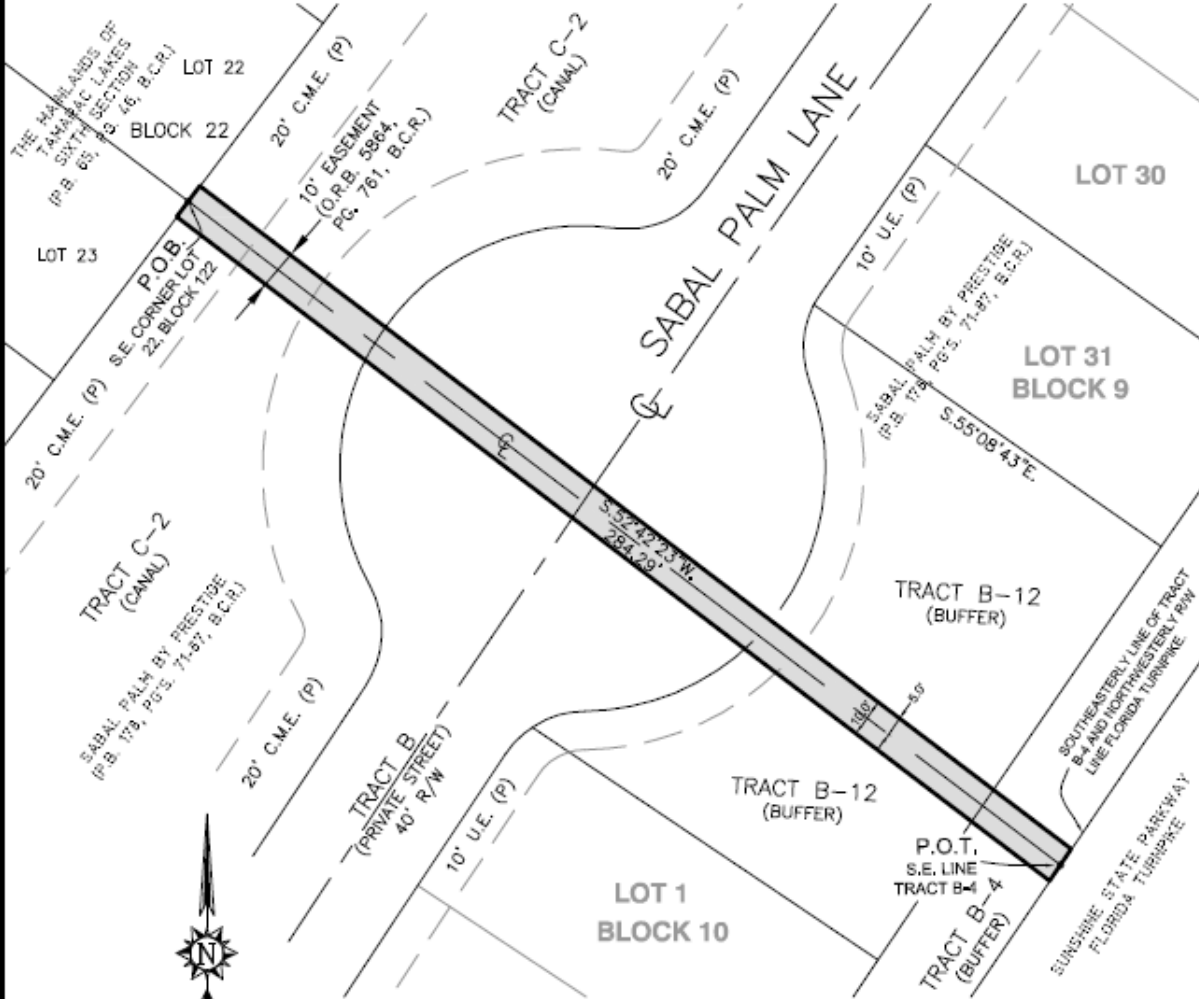


STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS
Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997
Fax (954) 585-3927

EXHIBIT "A"
**LEGAL DESCRIPTION OF:
VACATION OF A 10 FOOT WIDE EASEMENT
SABAL PALM BY PRESTIGE
(P.B. 178, PG. 71-87, B.C.R.)
CITY OF TAMARAC, BROWARD COUNTY, FLORIDA**

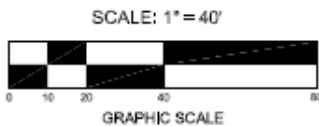


LEGEND:

B.C.R. BROWARD COUNTY RECORDS
P.B. PLAT BOOK
PG. PAGE
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
P.O.T. POINT OF TERMINATION
C.M.E. CANAL MAINTENANCE EASEMENT
T.E.E. TAMARAC EXCLUSIVE EASEMENT
O.R.B. OFFICIAL RECORD BOOK
U.E. UTILITY EASEMENT

R.W. RIGHT-OF-WAY
CL CENTERLINE
(P) PER PLAT
~ BREAK IN SCALE

NOTE:
SEE SHEET 1 OF 2 FOR THE LEGAL
DESCRIPTION OF THE PROPERTY
SHOWN GRAPHICALLY HEREON.



FILE: F:\Draw\CENTRAL PARC\dwg\12-7827_10' U.E. Vac-3.dwg

SHEET 2 OF 2

SKETCH NO. 12-7827
15' U.E. VAC-3



Gary S. Dunay
Dannie Miskel
Scott Backman
Dwayne L. Dickerson
Hope W. Colhoun
Christina Bilinski
Heather Jo Allen

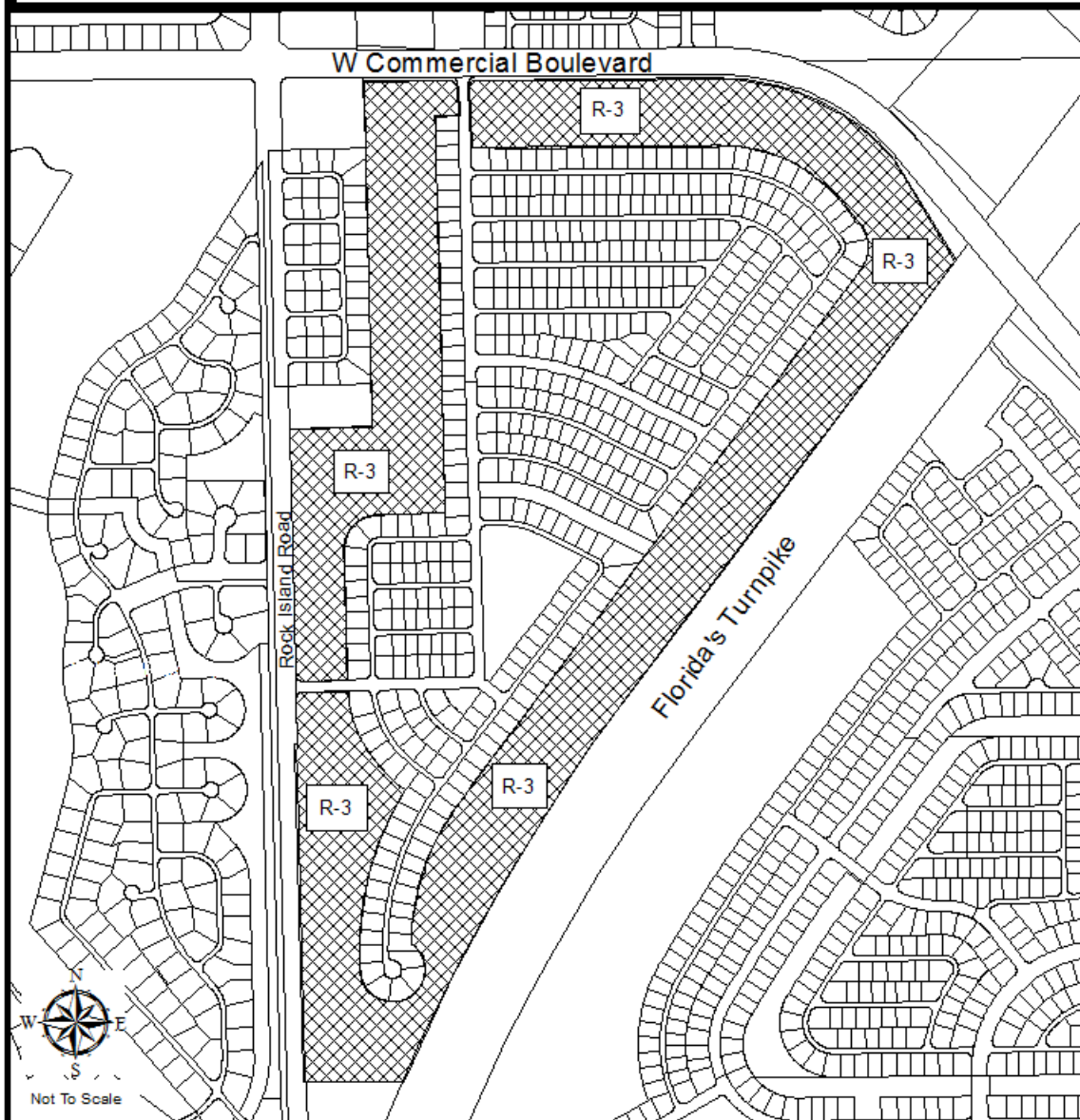
Central Parc South
Vacation Request and Justification
Municipal Utility Easements

SPL South Holdings, LLC ("Petitioner") is the fee simple owner of the Property generally located west of the Florida Turnpike and south of Commercial Boulevard ("Property") in the City of Tamarac ("City"). The Property has recently been approved for two hundred thirty nine (239) single family homes ("Central Parc South"). The Property has a Low Residential (O-5) land use designation and is located in the City's R-3 (Low Density Multi-Family Residential) zoning district. There are certain easements in place that were required for the previous use of the Property, which are no longer necessary and an impediment to the approved development plans for Central Parc South. Petitioner is replacing these easement with new easements that ensure service for to the Central Parc South project for the various service providers. Specifically, Petitioner is requesting vacation of three easements that have been granted to the City of Tamarac for utility purposes by separate instrument. These easements are described below and more specifically depicted on the attached surveys:

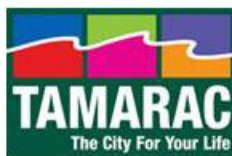
- ORB 46647-918 – Two (2) fifteen foot (15') east-west wated easements on the east side of the property traversing NW 48th Lane between Lots 69 and 70 and between Lots 107 and 108.
- ORB 5864-761 – a ten foot (10') east-west water easement between Lots 107 and 108 on the east side of the Property (as affected by Quit Claim Deed from Tamarac Utilities, Inc., a Florida corporation, to the City of Tamarac, recorded in Official Records Book 8547, Page 536 at Page 630-631).

The Property for which these easements were dedicated has been redesigned and is being replatted to accommodate the proposed new residential development. The subject easements do not serve any property outside of the new plat boundaries and are not necessary as dedicated to serve the proposed residential project as they conflict with the approved development plans for Central Parc South. As such, Petitioner is respectfully requesting vacation of the above referenced easements.

**Central Parc South
Vacation of Easement
Case No. 1-P-16**



**City Commission
Public Hearing
May 25, 2016
City Commission
Chambers
9:00 a.m.**



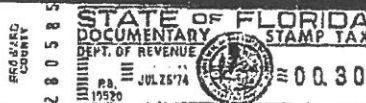
Subject Properties



Maxine Calloway, Director
Community Development
7525 NW 88 Avenue
Tamarac, FL 33321
Telephone (954) 597-3530

74-159471

EASEMENT



THIS INDENTURE made this 17th day of May 1974,
 between Sabal Palms Golf Club, Inc.
 part y of the first part and Tamarac Utilities, Inc., a Florida Corporation,
 in the State of Florida, party of the second part.

WITNESSETH

WHEREAS, the part y of the first part is the owner or lessee of
 property situate in Broward County, Florida, and described as follows:

SEE ATTACHED EXHIBIT "A"

the terms and conditions of which are fully incorporated herein,
 and,

WHEREAS, the party of the second part desires and Easement for installation
 of 12" C.I.P. Water Main along said property, and

WHEREAS, the part y of the first part is willing to grant such
 easement,

NOW, THEREFORE, for and in consideration of the mutual covenants each
 to the other running and one dollar and other good and valuable considerations,
 the party y of the first part do es hereby grant unto the party of the second
 part, its successors, and assigns full and free right and authority to install,
 maintain and repair 12" CIP water main and appurtenances adjacent thereto
 and do es hereby grant a perpetual easement across the above described
 property for said purposes.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be
 executed in its name, and its corporate seal to be hereunto affixed, by its
 proper officers thereunto duly authorized, the day and year first above written.

ATTEST:

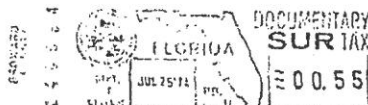
Joy A. Matsom
 Secy. Secretary

By Richard H. Stackhouse
 President

Signed, sealed and delivered in the presence of:

Robert S. Woelke
Ernest W. Annett

STATE OF Florida
 COUNTY OF Broward SS:



I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the
 State and County aforesaid to take acknowledgments, personally appeared
Richard H. Stackhouse, Pres. & Joy A. Matsom
 well known to me to be the President and Assistant Secretary respectively
 of the corporation named as party of the first part in the foregoing easement,
 and that they severally acknowledged executing the same in the presence of two
 subscribing witnesses freely and voluntarily under authority duly vested in them
 by said corporation and that the seal affixed thereto is the true corporate seal of
 said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this
 day of June, A.D. 1974.

This Instrument Was Prepared By
Robert Woelke
 7801 N. W. 61st Street
 Tamarac, Florida 33319

G. J. Schaefer
 NOTARY PUBLIC, STATE OF FLORIDA
 MY COMMISSION EXPIRES MAY 20, 1977
 Bonded By American Surety Insurance Co.

REC-5864, PAGE 761

EXHIBIT "A"

That portion of the herein described easement, 10.0 feet in width which is located northwest of the Sunshine State Parkway.

The center line of said easement being more particularly described as follows: Beginning at the southeasterly corner of Lot 22, Block 122, of "The Mainlands of Tamarac Lakes", Section six according to the Plat thereof, as recorded in Plat Book 65, Page 46, of the Public Records of Broward County, Florida; run thence southeasterly about 950.0 feet to the southwesterly corner of Lot 6, Block 87 of "The Mainlands of Tamarac Lakes", Fourth section according to the Plat thereof, as recorded in Plat Book 65, Page 37 of the Public Records of Broward County, Florida, and the point of termination of said center line.

at its expense *AND*
Tamarac Utilities, Inc. agrees to restore the surface of the course to its existing condition prior to any construction made, after any digging or excavation has been performed, within a reasonable period thereafter.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
E. M. STROBEL
COUNTY COMPTROLLER

OFF. 5864 PAGE 762
REC.



Title - TR12770 - Water Sewer Developers Agreement for Mural Plaza

Item No. 6 (e) on the Consent Agenda. (TR12770) A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to accept and execute a Water and Sewer Developer's Agreement with Mural Development, LLC., for the Mural Plaza Project, located at 6500 N. University Drive, requiring 18 ERC's for water and 11 ERC's for sewer; requiring the payment of \$54,800.00 in CIAC fees; authorizing and directing the City Clerk to record said agreement in the public records of Broward County; providing for conflicts; providing for severability; and providing for an effective date. - ***Public Services Director Jack Strain and Community Development Director Maxine Calloway***

Commission District(s):

District 2

ATTACHMENTS:

Description	Upload Date	Type
▣ TR12770 Memo	5/18/2016	Cover Memo
▣ TR12770 Reso	5/18/2016	Resolution
▣ TR12770 Exhibit 1	4/27/2016	Exhibit
▣ TR12770 Exhibit 2	5/18/2016	Exhibit

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

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

DATE: May 18, 2016

**Thru: Jack Strain, Public Services
Director**

**RE: Water and Sewer Developer's
Agreement for Mural Plaza
Project Commission Meeting of
May 25, 2016
Temp. Reso. #12770**

**From: John Doherty, Assistant
Director of Public Works/City
Engineer**

Recommendation:

I recommend that the City accept and execute a Water and Sewer Developer's Agreement with Mural Development, LLC., for the Mural Plaza Project, located at 6500 N. University Drive, requiring 18 ERC's for water and 11 ERC's for sewer; and requiring payment of \$54,800.00 in CIAC fees; authorizing and directing the City Clerk to record said agreement in the public records of Broward County; providing for conflicts; providing for severability; and this item be added to the Commission Agenda for May 25, 2016.

Issue:

To accept and execute a Water and Sewer Developer's Agreement with Mural Development, LLC, for the Mural Plaza Project.

Background:

Per Section 22-189 of the City Code of Ordinances, the water and sewer CIAC contributions for this project as follows:

ORIGINAL AGREEMENT

Mural Plaza

USAGE	NO. OF METERS	METER SIZE	# OF ERC's		WATER CIAC FEES \$1,700 per ERC	SEWER CIAC FEES \$2,200 per ERC	TOTAL
Commercial			WATER	SEWER			
Building #1	5	5/8"	5	5	\$8,500.00	\$11,000.00	\$19,500.00
Building #2	5	5/8"	5	5	\$8,500.00	\$11,000.00	\$19,500.00
Dumpster	0	0	0	1	0\$	\$2,200.00	\$2,200.00
Irrigation	1	2"	8	0	\$13,600.00	0	\$13,600.00
Total:	11	2"	18	11	\$30,600.00	\$24,200.00	\$54,800.00

Fiscal Impact:

The receipt of \$30,600.00 in water CIAC fees will be placed in Account No. 432-0000-363.23-60 entitled "CIAC Water Impact Fee" and the receipt of \$24,200.00 in sewer CIAC fees will be placed in Account No. 432-0000-363.23-70 entitled "CIAC Sewer Impact Fee". The Developer will pay the CIAC Fees in the amount of \$54,800.00 prior to the issuance of an Engineering Permit.

JED/ejw

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2016-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ACCEPT AND EXECUTE A WATER AND SEWER DEVELOPER'S AGREEMENT WITH MURAL DEVELOPMENT, LLC., FOR THE MURAL PLAZA PROJECT, LOCATED AT 6500 N. UNIVERSITY DRIVE., REQUIRING 18 ERC'S FOR WATER AND 11 ERC'S FOR SEWER; AND REQUIRING PAYMENT OF \$30,600.00 FOR WATER AND \$24,200.00 FOR SEWER; AND REQUIRING A TOTAL PAYMENT OF \$54,800.00 IN CIAC FEES; AUTHORIZING AND DIRECTING THE CITY CLERK TO RECORD SAID AGREEMENT IN THE PUBLIC RECORDS OF BROWARD COUNTY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mural Development, LLC., is constructing the Mural Plaza Project, located at 6500 N. University Drive., (attached hereto in map form as "Exhibit 1"); and

WHEREAS, Mural Development, LLC., has offered a Water and Sewer Developer's Agreement to the City of Tamarac for the Mural Plaza Project, as required by Code Sections 10-121(d), 10-122(f) and 10-123(e); (attached hereto as "Exhibit 2"); and

WHEREAS, the Water and Sewer Developer's Agreement requires the purchase of 18 ERC's for water and 11 ERC's for sewer for a combined CIAC fee of \$54,800.00 as required by Section 22-189 Code of Ordinances; and

WHEREAS, the Water and Sewer Developer's Agreement from Mural Development, LLC., establishes a meter schedule (attached hereto as Exhibit "D") for the Mural Plaza

Project; and

WHEREAS, it is the recommendation of the Director of Public Services that the Water and Sewer Developer's Agreement between the City of Tamarac and Mural Development, LLC., for the Mural Plaza Project be approved and executed; and the payment of the CIAC fees required for the Mural Plaza Project be accepted; 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 the appropriate City Officials to accept and execute a Water and Sewer Developer's Agreement with Mural Development, LLC., for the Mural Plaza Project.

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

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

SECTION 2: The appropriate City Officials are hereby authorized to accept and execute a Water and Sewer Developer's Agreement, providing for 18 ERC's for water and 11 ERC's for sewer (a copy of which is attached hereto as "Exhibit 2") with Mural Development, LLC., for the Mural Plaza Project, located at 6500 N. University Drive.

SECTION 3: The City will collect \$54,800.00 in contribution charges prior to the issuance of the final Engineering Permit.

SECTION 4: The City Clerk is hereby authorized and directed to record said agreement in the Public Records of Broward County.

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

SECTION 6: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

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

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2016.

Harry Dressler
MAYOR

ATTEST:

Patricia Teufel, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR DRESSLER

DIST 1: COMM BUSHNELL

DIST 2: COMM GOMEZ

DIST 3: VM GLASSER

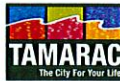
DIST 4: COMM PLACKO

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

SAMUEL S. GOREN
CITY ATTORNEY

CITY OF TAMARAC

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION



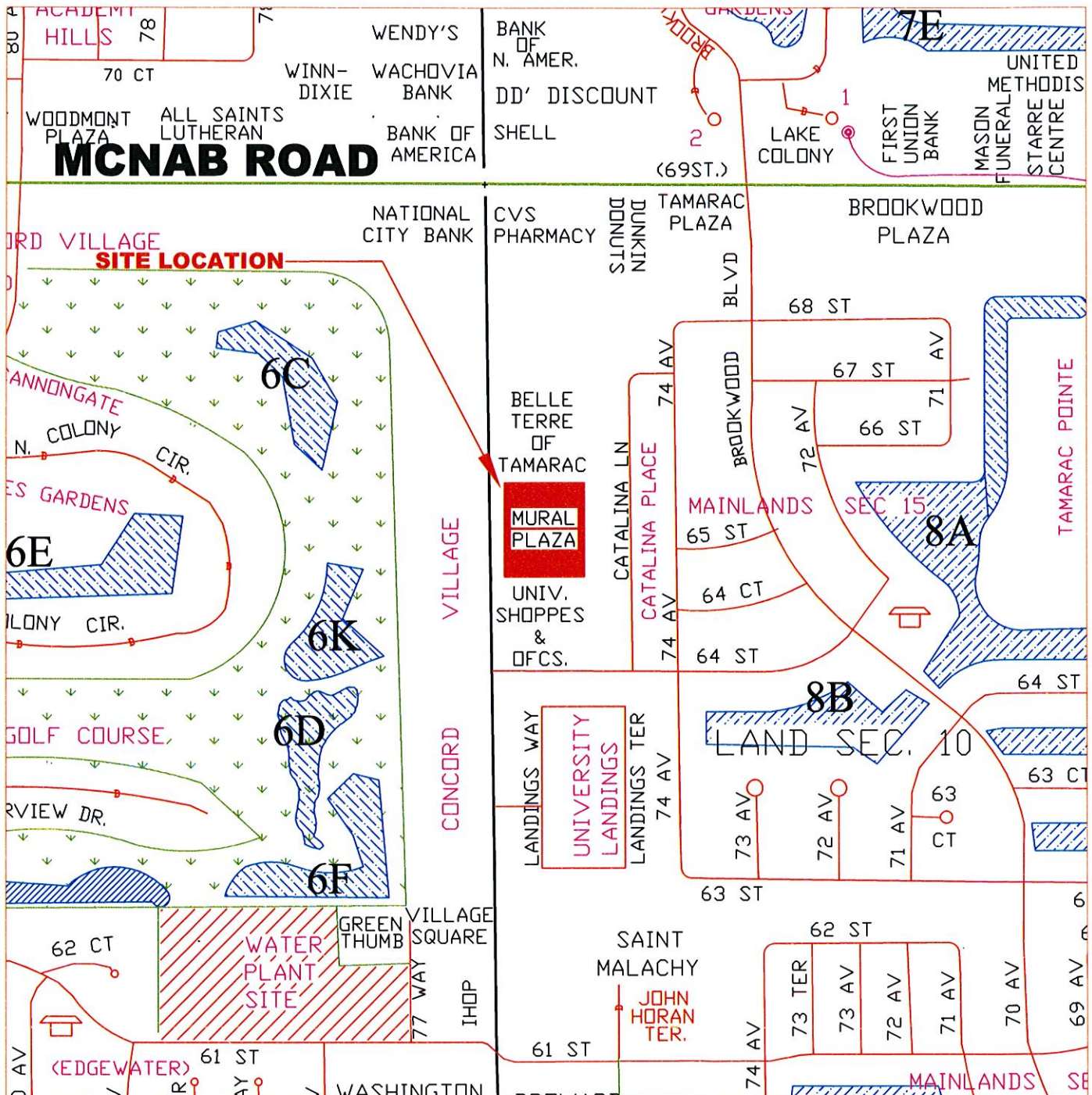
Temp. Reso.No.TR#12770

Scale: N.T.S

SHEET 1 OF 1



WATER AND SEWER DEVELOPER'S AGREEMENT TR#12770



REVISIONS

No.	Date	Remarks	By

Design By: E.J.W. Date: 04/25/16

Drawn By: E.J.W. Date: 04/25/16

Checked By: Date:

Approved By: Date:

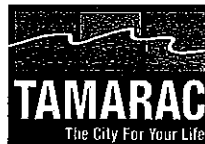
Seal:

JOHN E. DOHERTY, P.E.
FL. NO. 55383

MURAL PLAZA

EXHIBIT 1

CITY OF TAMARAC, BROWARD COUNTY, FLORIDA
SEC. 10, TWP. 49, RGE. 41



TAMARAC UTILITIES
WATER AND SEWER
DEVELOPER'S AGREEMENT

FOR: **MURAL PLAZA**
 (Name of Development)

GENERAL LOCATION: **6500 N. University Drive**

THIS AGREEMENT effective this _____ day of _____, 2016,

made and entered into by and between:

The CITY OF TAMARAC, at 7525 Northwest 88th Avenue, Tamarac, Florida 33321, a municipal corporation of the State of Florida, hereinafter called "CITY"

And

MURAL DEVELOPMENT, LLC

At **2000 Island Blvd., Suite 2708, Aventura, FL 33160**
 hereinafter called "DEVELOPER".

And

MURAL DEVELOPMENT, LLC

At **2000 Island Blvd., Suite 2708, Aventura, FL 33160**
 hereinafter called "OWNER".

WITNESSETH

=====

WHEREAS, CITY is the owner and operator of a water treatment plant, together with water distribution and sewage collection facilities known as "TAMARAC UTILITIES WATER AND SEWER SYSTEM"; and

WHEREAS, DEVELOPER own or controls certain real property in Broward County, Florida as shown and described in Exhibit "A" attached hereto and made a part of hereof; and all references made in this AGREEMENT to PROPERTY shall refer specifically to DEVELOPER's PROPERTY described in Exhibit "A" attached; and

WHEREAS, DEVELOPER and OWNER desire to procure water service or sewage disposal service or both from the CITY for the PROPERTY; and

WHEREAS, the parties desire to enter into an AGREEMENT setting forth the mutual understandings and undertakings regarding the furnishing of said water and sewer services for the PROPERTY; and

WHEREAS, this AGREEMENT and all stipulations and covenants made herein are acknowledged to be subject to the approval of every County, Regional, State and Federal regulatory agency having jurisdiction if the subject matter of this AGREEMENT; and

WHEREAS, CITY has received proof of payment by DEVELOPER of any portion of Contribution-In-Aid-of-Construction charges owed to third parties, and which is attached as Exhibit "B"; and

WHEREAS, the City Commission has approved this AGREEMENT and has authorized the proper city officials to execute this AGREEMENT by motion passed at a regular City Commission meeting on _____, 2016.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of CITY and DEVELOPER and other good and valuable considerations, these parties covenant and agree with each other as follows:

PART 1. DEFINITIONS

A. The term DEVELOPER shall refer to the Contracting Party in this AGREEMENT who has an ownership interest in the PROPERTY. Is that interest fee simple? ☒ YES or ☐ NO. If no, then the nature of the interest is best described as _____. If DEVELOPER is not the OWNER, then the OWNER joins in this AGREEMENT and agrees to be jointly and severally liable for the responsibilities of the DEVELOPER enumerated in this AGREEMENT.

B. The term EQUIVALENT RESIDENTIAL CONNECTION, referred to in this AGREEMENT as ERC, is the assumed average daily flow of a detached single-family residential unit.

C. The term PROPERTY, refers to the real property described in Exhibit "A" attached to and incorporated into this AGREEMENT.

D. The term GUARANTEED REVENUE refers to a fee paid by DEVELOPER to defray the cost to CITY of maintaining reserve water and sewer systems. The GUARANTEED REVENUE is equal to the applicable monthly service availability charge for water and sewer service.

PART II. DEVELOPER'S OBLIGATIONS

A. INSTALLATIONS IN COMPLIANCE WITH SPECIFICATION

1. DEVELOPER, at his expense and at no expense to the CITY, shall design, construct and install all necessary water distribution and sewage collection lines, over, through, under, across and past the PROPERTY in accordance with plans, specifications and engineering data as submitted by a Florida registered engineer to be approved by the appropriate governmental regulatory agencies and by the Director of Public Services, or his/her authorized representative; and said water distribution and sewage collection lines shall be installed and connected to CITY's existing water distribution and sewage collection lines, all of which work shall be paid for by the DEVELOPER.

2. All installations shall be installed at DEVELOPER's expense and shall include, without limitation, all gravity flow mains, force mains, pump stations and lift stations required for the furnishing of service to the PROPERTY. At the time of submission of the plans, specifications and engineering data by DEVELOPER to the Director of Public Services, or designee, shall pay to the CITY the following Review Fee (to be paid one time only):

If the AGREEMENT is for 0 – 5 ERC's the review fee shall be\$250.00
If the AGREEMENT is for 6 – 10 ERC's the review fee shall be\$500.00
If the AGREEMENT is for 11 or more ERC's, the review fee shall be\$750.00

Said Review Fee is to compensate CITY for CITY's expense in having said data reviewed by the Director of Public Services or his authorized representatives.

3. Meter shall be INSTALLED BY CITY. No meter shall be removed, moved, bypassed, or altered in any way except by the CITY. Violation of this paragraph may result in a penalty of up to \$500.00, declaration of this AGREEMENT to be in default, or both. The imposition of a penalty shall be at the sole discretion of the CITY's City Manager or his/her designee.

4. Non-metered use of City water or use of water from fire hydrants may result in a penalty of up to \$500.00, declaration of this AGREEMENT to be in default, or both. The imposition of a penalty shall be at the sole discretion of the CITY's City Manager or his/her designee.

B. INSPECTION AND SUPERVISION BY DEVELOPER'S ENGINEER

DEVELOPER shall, at his expense, and at no expense to the CITY, retain the services of a registered professional engineer for the purposes of providing necessary inspection and supervision of the construction work to insure that construction is at all times in compliance with accepted sanitary engineering practices

and in compliance with the approved plans and specifications. DEVELOPER shall notify CITY in writing of such appointment. A copy of each field report shall be submitted to the Director of Public Services authorized representative. Should there be cause or reason for the DEVELOPER to engage the services of a registered engineer (other than the design engineer) for inspections, then DEVELOPER shall notify the CITY within five (5) days of such engagement.

The DEVELOPER's Engineer of Record shall prepare "As-Built" drawings of all construction.

C. PRECONSTRUCTION MEETING

DEVELOPER and its Contractor shall arrange for and hold a preconstruction meeting with the Director of Public Services or his/her authorized representative. Notification of said meeting shall be made in writing and received by all parties seventy-two hours in advance of said meeting. The meeting shall be held at least twenty-four (24) hours prior to start of each phase of construction. An Engineering Permit, payment of engineering fees and bonding based on a Certified Cost Estimate, prepared by DEVELOPER's registered engineer, shall be required prior to any construction.

D. WRITTEN APPROVAL OF THE DIRECTOR OF PUBLIC SERVICES

The work to be performed by DEVELOPER, as provided in this AGREEMENT shall not commence until all plans and specifications covering the work to be performed are approved in writing by the Director of Public Services or his authorized representative. Approved plans and permits must be on site at all times.

E. ENGINEERS PRESENT AT TESTS

During construction and at the time when periodic inspections are required, the Director of Public Services or his/her authorized representative shall be present and DEVELOPER's engineer shall be present to observe and witness tests for determination of conformance to approved plans and specification. The City's Engineering Inspector shall be on site at all times during sanitary sewer installation, and notified before any water lines are installed. Any work performed beyond the City of Tamarac Inspector's normal working hours 7:30 a.m. to 4:00 p.m., (Monday through Friday) must be inspected. The cost of inspection conducted by the CITY Inspectors beyond normal working hours will be paid by the DEVELOPER including overtime at the rate in effect at the time of inspection. The CITY reserves the right to directly invoice the contractor, developer and/or owner for the costs of inspections by Utility Department personnel that are requested or required to occur outside normal work days and work hours.

F. COMPLIANCE WITH APPLICABLE LAWS

The work to be performed by DEVELOPER, pursuant to the provisions set forth herein, shall be in accordance with all requirements of the regulatory agencies which have jurisdiction over the subject matter of this AGREEMENT as well as all applicable Federal and State Statutes, County and CITY ordinances. The requirements of this paragraph shall govern, regardless of any errors or omissions in the approved plans or specifications.

G. AS-BUILT DRAWINGS

DEVELOPER shall, at its own expense and at no expense to the CITY, furnish to the CITY one (1) complete set of AutoCAD compatible files on disk, one (1) complete set of reproducible mylar and two sets of prints of As-Built drawings prepared by a Florida registered engineer who designed the water distribution and sewer systems or by any other engineer retained by the DEVELOPER. The As-Built drawings shall be approved by the Director of Public Services authorized representative. As-Built drawings shall be certified and sealed by the DEVELOPER's engineer showing all pertinent information as to all mains, services and appurtenances belonging to, and affecting the water distribution and sewage collection systems and service lines as constructed in the field. As-Built drawings shall also be sealed by a Florida registered surveyor as to the actual locations of all surface features of these systems, easements and right of ways which are part or adjacent to the property and shall include all paving and drainage facilities constructed in conjunction with the water and sewage facilities.

H. CONTRIBUTION PAYMENTS FROM DEVELOPER

The contribution charges (both water and sewer) shall be calculated according to rates set by Resolution of the City Commission.

The contribution charge shall be computed based upon the DEVELOPER's representation on the approved final site plan for the PROPERTY. A copy of said plan shall be reduced to 8½" x 11" and attached to this AGREEMENT as Exhibit "C". Exhibit "D" is attached to this AGREEMENT and shall indicate the number of buildings to be built, number of residential, non-residential and accessory units and ERC's per building and the number of meters and meter sizes. The DEVELOPER's engineer of record will also supply to the CITY, meter calculations on all non-residential meters based on the South Florida Building Code tables 46I, 46J and 46Q for meter sizes.

Payment of the contribution charges is a condition precedent to the execution of this AGREEMENT. The payment of the contribution charges shall be made in accordance with the applicable sections of the City Code.

The contribution charges applicable for this AGREEMENT are summarized as follows:

CONTRIBUTION (WATER)

Residential # 0 Units X 0 ERC's Per Unit @ \$1,700.00 Per ERC

Non-Residential # 18 ERC's @ \$1,700.00 Per ERC

Total ERC's 18 (WATER) Total Contribution \$30,600.00

CONTRIBUTION (SEWER)

Residential # 0 Units X 0 ERC's Per Unit @ \$2,200.00 Per ERC

Non-Residential # 11 ERC's @ \$2,200.00 Per ERC

Total ERC's 11 (SEWER) Total Contribution \$24,200.00

I. GUARANTEED REVENUES

1. DEVELOPER shall pay to the City, GUARANTEED REVENUES when due, at the rates in effect when due, as amended from time to time. GUARANTEED REVENUE is equal to the minimum service availability charge for water and sewer service. GUARANTEED REVENUES are due and payable monthly.

2. The payment of GUARANTEED REVENUES required by this AGREEMENT shall commence six (6) months after the payment of CIAC Fees. Plat for the property been recorded with Broward County X YES NO. If NO, then GUARANTEED REVENUES commence one (1) year after the effective date of this AGREEMENT. GUARANTEED REVENUES shall be due for all UNITS/ERC'S assigned to the PROPERTY unless otherwise specified by this AGREEMENT.

3. GUARANTEED REVENUE, if initiated shall no longer accrue for a unit when metered water and sewer service is established at a particular building and the required customer deposits are paid to the CITY. However, if accounts are open in the DEVELOPER's name and closed without a new account being established, the GUARANTEED REVENUES shall resume.

4. The parties acknowledge the GUARANTEED REVENUE payments made by the DEVELOPER shall be considered as revenue (income).

5. In accordance with Section 22-190 (b) of the Tamarac City Code, there are sanctions or penalties that the City can exercise as a result of unpaid guaranteed revenues, including interest penalties at a rate established by resolution of the City Commission.

6. Unpaid Guaranteed Revenues are subject to annual interest rates as established by City Commission.

J. MODIFICATION TO CITY'S WATER OR SEWER FACILITIES MAY BE NECESSARY

In addition to all other obligations of this AGREEMENT, DEVELOPER may be required by the CITY to make modifications to the CITY'S water and sewage systems because of the development's impact on the systems. The modifications are set forth in Exhibit "E" and they shall be performed by DEVELOPER prior to the issuance of the first Certificate of Occupancy, unless provided in this AGREEMENT.

K. DELINQUENT PAYMENTS, DEFAULT, NOTICE OF DEFAULT

1. If any payment of GUARANTEED REVENUES required by this AGREEMENT is more than fifteen (15) days late, the CITY shall send the DEVELOPER a notice of delinquency by prepaid certified mail, and failure of the DEVELOPER to make the required payment in full within seven (7) days of the date shown on the notice shall constitute a default by the DEVELOPER.

2. Other than required payment of GUARANTEED REVENUES, if any act required by this AGREEMENT is not timely accomplished or if any act prohibited by this AGREEMENT is done, then this AGREEMENT shall be in default. Notice of default and the grounds for default shall be sent to the DEVELOPER by the CITY as provided in Part VI of this AGREEMENT.

L. SANCTIONS AND PENALTIES

Should DEVELOPER be in default of this AGREEMENT, it is agreed that the CITY shall have the right to exercise one or more of the following sanctions or penalties:

1. Any reserved plant capacity under this AGREEMENT may be rescinded and forfeited.

2. The site plan for the PROPERTY is voidable by Resolution of the City Commission.

3. No final inspections shall be approved by CITY.

4. No Certificate of Occupancy shall be issued by CITY for any unit on the PROPERTY.

5. There shall be an interest penalty equal to the maximum rate allowed by Florida State Law on any payments due to CITY from DEVELOPER which

are not paid. The penalty, when applicable, shall accrue from the due date of payment as provided in this AGREEMENT.

6. The CITY shall be entitled to lien the PROPERTY and foreclose the lien in satisfaction of any payments due under this AGREEMENT.

7. CITY shall be entitled to any other remedy at law and failure to exercise any remedy shall not constitute a waiver of said remedy.

M. MISCELLANEOUS ADDITIONAL OBLIGATIONS OF DEVELOPER

Prior to acceptance of the work required to be done, DEVELOPER shall, without cost to CITY:

1. Convey to CITY and its successors and assigns, by good and sufficient exclusive easement deed, in a form satisfactory to CITY, a perpetual right, easement and privilege to operate, maintain, repair or replace all water and sewer mains, pipes, connections, pumps and meters within granted easements upon DEVELOPER's PROPERTY in connection with supplying water and sewer service to the inhabitants, occupants and customers in DEVELOPER's PROPERTY and secure from each mortgage and lienor a release of mortgagees' and lienors' interest in the easement and fixtures thereon for so long as the easement is used for the operation, maintenance, repair or replacement of water and sewer mains, pipes, connections, pumps and meters within the easements. Easements shall be a minimum of 20' wide for sewer and 15' wide for water.

2. Transfer to CITY by BILL OF SALE ABSOLUTE all DEVELOPER's right, title and interest in and to all of the water and sewer supply lines, mains, pumps, connections, pipes, valves, meters and equipment installed up to and within granted easements and right-of-way within the PROPERTY and off-site improvements installed for the purpose of supplying water distribution and sewage collection for DEVELOPER's PROPERTY.

3. Furnish CITY with an AFFIDAVIT that all persons, firms or corporations who furnished labor or materials used directly or indirectly in the prosecution of the work required to be performed by this AGREEMENT have been paid, or in the event of a dispute between the DEVELOPER and a contractor or subcontractor, furnish CITY with a BOND in the amount in dispute and in a form acceptable to the CITY.

4. Furnish CITY with a satisfactory surety bond or letter of credit in the amount of twenty-five percent (25%) of the cost of the work, in a form acceptable to the CITY, guaranteeing all work installed pursuant to this AGREEMENT against defects in

materials, equipment or construction for a period of not less than one (1) year from date of acceptance of same by CITY.

5. Furnish CITY with T.V. inspection and air test of the sanitary sewer collection system performed one (1) month before 1-year warranty period expires.

6. Install cleanout on consumer's sanitary service in accordance with current Utility Standard Detail.

PART III. CITY'S OBLIGATION

A. CITY'S MAINTENANCE OF SYSTEMS AFTER CERTAIN CONDITIONS

When, at no cost to CITY, (1) the water distribution and sewage collection systems have been satisfactorily installed, inspected, tested and approved and certified in writing by the DEVELOPER's engineer, together with the Director of Public Services, or his/her authorized representative; and (2) when DEVELOPER has satisfied the conditions of this AGREEMENT, then CITY shall thereafter maintain the water distribution system and sewage collection system up to and within granted easements upon DEVELOPER's PROPERTY. However, the CITY will only be responsible for the maintenance of the sewer collection system from manhole to manhole and up to the first cleanout of the service lateral within the granted easements and the CITY will only be responsible for the maintenance of the water distribution up to the meter, fire hydrant, or fireline service within the granted easements. The obligation of the CITY to furnish water and/or sewer service other than construction water shall not arise until DEVELOPER has completed the conditions contained in this paragraph. The CITY shall reserve 18 ERC's of water service and 11 ERC's of sewage treatment plant capacity for DEVELOPER.

B. SERVICE CONDITIONS ON LARGE USER AGREEMENT

The CITY has entered into a "Large User Agreement" with Broward County, (the "COUNTY"), in which the COUNTY has agreed to make future sewage treatment capacity available at its regional wastewater treatment plant. In the event CITY cannot provide sufficient capacity, as a result of COUNTY's action, the CITY's sole obligation shall be to refund DEVELOPER's contribution charges as described in this AGREEMENT, for those units for which CITY is unable to provide capacity, provided that DEVELOPER is not in default of this AGREEMENT.

C. IMPOSSIBILITY TO PROVIDE SERVICE

In the event that the CITY cannot provide sufficient service as a result of the actions of any regulatory agency, then the CITY's sole obligation shall be to refund DEVELOPER's contribution charges as described in this AGREEMENT, for those units

for which CITY is unable to provide capacity, provided that DEVELOPER is not in default of this AGREEMENT.

PART IV. MUTUAL COVENANTS

It is mutually agreed by and between the parties that the preambles contained at the beginning of this AGREEMENT are true and correct and in addition to them, it is mutually covenanted and agreed, as follows:

A. ASSIGNMENT OF THIS AGREEMENT

In addition to binding DEVELOPER, the provisions of this AGREEMENT shall run with the land and be binding upon and inure to the benefits of successors in title to the PROJECT after this AGREEMENT has been recorded in the Public Records of Broward County, Florida. However, any other assignment or transfer of DEVELOPER's rights and obligations is prohibited unless:

1. Assignment shall be done in writing in the same formality as this AGREEMENT.

2. CITY shall be a party of said assignment and shall not withhold approval of assignment unreasonably.

3. DEVELOPER shall remain primarily liable to CITY for the terms and conditions of this AGREEMENT unless assignment is made in compliance with this section. CITY agrees to execute a "satisfaction by assignment" for DEVELOPER if this AGREEMENT is properly assigned.

DEVELOPER agrees to make full disclosure to any party purchasing all or any part of the PROPERTY encompassed by this AGREEMENT as to all the terms hereof, and with particular reference to the GUARANTEED REVENUES set forth in Section I of Part II herein.

B. REPEAL OF PRIOR AGREEMENTS

All prior Developer Agreements or Agreements pertaining to the supply of water and sewer affecting the PROPERTY are hereby cancelled and declared of no force and effect upon that PROPERTY which is the subject matter of this AGREEMENT.

PART V. MUTUAL ADDITIONAL COVENANTS

PARTICULARLY FOR FUTURE CONSUMERS AND ASSIGNEES AS WELL AS DEVELOPER

It is mutually covenanted and agreed by and between the parties as follows:

A. EXCLUSIVE RIGHTS OF CITY

CITY shall have the exclusive right to furnish water service and sewage collection service to consumers within the PROPERTY covered by this AGREEMENT.

B. WELLS PROHIBITED EXCEPT FOR IRRIGATION

DEVELOPER, his successors and assigns, and the owners and occupants of buildings on DEVELOPER's PROPERTY shall not install or maintain any water wells except for irrigation purposes.

C. PROMULGATION OF REASONABLE RULES OF SERVICES

CITY shall have the right to promulgate from time to time reasonable rules and regulations relating to the furnishing of water service and sewage collection service to consumers within the PROPERTY encompassed by this AGREEMENT. Such rules and regulations may relate to, but are not limited to, rates, deposits and connection charges and the right to discontinue services under certain conditions. The water and sewer rates to be charged by CITY to said customers shall be the rates now or hereafter charged to other customers within the area of service of TAMARAC UTILITIES WATER AND SEWER SYSTEM. DEVELOPER hereby acknowledges and agrees that the rates are subject to change at any time by CITY.

D. CITY NOT LIABLE FOR DEVELOPER'S OR CONSUMER'S PROPERTY

CITY shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the customers, consumers or users on DEVELOPER's PROPERTY other than the water main and water service lines (from the water main to the water meter) and the sewage collection system within granted easements to CITY pursuant to this AGREEMENT.

E. SYSTEMS ON CONSUMER'S PROPERTY TO BE KEPT IN GOOD WORKING CONDITION

Each consumer of water service or sewage collection service on DEVELOPER's PROPERTY shall keep all water pipes, service lines including cleanouts, connections and necessary fixtures and equipment on the premises occupied by said consumer, and within the interior lines of the lot occupied by the consumer in good order and condition. The sale of water by CITY to the consumer shall

occur at the consumer's side of the meter but the obligation for the maintenance of the lines shall be as set forth above and in applicable CITY regulations.

F. EFFECTIVE DATE

Unless otherwise specified in this AGREEMENT, this AGREEMENT shall not be binding until fully executed, but once executed, it shall have a retroactive effect commencing from the date of the City Commission meeting at which it was approved.

G. OVER-SIZE METERS ON SINGLE FAMILY HOMES

It is assumed that a single family home on the PROPERTY will be serviced by a 5/8-inch water meter. If a larger water meter is needed, then the owner (whether DEVELOPER, Assignee or Homeowner) will be charged additional contribution charges which must be paid at the rate prevailing at the time of the application for larger meter for additional ERC's, to accommodate the larger meter.

H. CONDITIONS ON FIRE HYDRANT USE

No water from CITY's water distribution system shall be used or disbursed by DEVELOPER or his agents, through fire hydrants or water mains, or by any person, firm, corporation or agency, public or private, unless the Director of Public Services has first approved the use and the connection, and there has first been made adequate provisions for compensating CITY for such water.

I. DISCLAIMER

Any temporary cessations or interruptions of the furnishings of water and sewer service to the PROPERTY described herein at any time caused by and Act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of the CITY shall not constitute a breach of the provisions contained herein nor impose liability upon the CITY by the DEVELOPER, his successors and assigns.

J. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this AGREEMENT is for any reason held invalid or unconstitutional by any court of competent jurisdiction such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

K. RECORDING OF AGREEMENT

This AGREEMENT shall be recorded by the CITY among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of properties in DEVELOPER's PROPERTY connected to or to be connected to said water and sewer systems of CITY upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to this AGREEMENT in the execution thereof; and the acquisition or occupancy of real PROPERTY in DEVELOPER's PROPERTY connected to or to be connected to the said water and sewer systems of CITY shall be deemed conclusive evidence of the fact that the said owners or occupants have consented to and accepted the AGREEMENT herein contained and have become bound thereby.

L. HOLD HARMLESS PROVISION

It is mutually agreed that the CITY shall be held harmless from any and all liability for damages if CITY's obligations under this AGREEMENT cannot be fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event, this AGREEMENT shall be null and void and unenforceable by either party regarding that portion of the DEVELOPER's PROPERTY for which CITY cannot perform its obligation.

It is also mutually agreed to hold the City harmless for any expenses incurred by the CITY'S use of the utility easement(s) resulting in the destruction and/or removal of existing and/or future landscaping and/or structures.

M. CONTROL OF CROSS CONNECTIONS AND BACK-FLOW

1. The purpose of this Section is to protect the public water main against actual or potential cross-connections and back-flow by isolating within the premises or Private Property contamination or pollution that has occurred or may occur because of some undiscovered or unauthorized cross-connection on the premises or Private Property.

2. POLICY

- a. No water service connection shall be installed or maintained by the CITY unless the public water main is protected by an Approved back-flow prevention assembly as required by Florida Administrative Code 17-22, applicable DEP regulations, and this Section.
- b. Any back-flow prevention assembly required herein shall be of a model type, and size approved by the Director of Public Services for the City of Tamarac, or his/her Designee, utilizing accepted practices and standards established by the

American Water Works Association, AWWA C-506-78 or American Society of Sanitary Engineers Standard 1024.

- c. Service of water to any premises shall be denied or discontinued by the CITY if a back-flow prevention assembly required by this Section is not properly installed, tested, and maintained in properly functioning condition, or if it is found that a required assembly has been removed or by-passed.
- d. Single family residences shall be protected by a dual check valve, which will be installed by a plumber on the outlet side of the meter after installation of the meter.
- e. All services, other than single-family residences, shall be protected by an approved reduced pressure principle assembly or double check valve assembly, as determined by the Director of Public Services or his designee, based on planned water usage within the premises.
- f. Reduced pressure principle and double check valve assemblies shall be procured and installed by DEVELOPER, in accordance with the Standard Back-Flow Prevention Detail Sheet, which is available at the Tamarac Utilities Department, prior to the installation of the water service meter.
- g. Prior to connection of water service, the back-flow prevention assembly must be inspected and tested by a certified tester. If at the time of testing, the assembly is found to be malfunctioning, the DEVELOPER will be notified by the CITY and water service will not be provided until such time as the back-flow prevention assembly does pass inspection.
- h. Annual (or at intervals determined by Director of Public Services or his/her designee) inspections and tests of back-flow prevention assembly shall be performed by state certified back-flow tester. DEVELOPER/OWNER must have tests performed (with results submitted to Director of Public Services) by a State certified back-flow tester at Developer/Owner expense. The DEVELOPER/OWNER will be responsible for insuring that proper plumbing permits have been obtained and fees paid.

N. WELLFIELD PROTECTION

DEVELOPER acknowledges that property described in Exhibit "A" (is/is not) within a Broward County protected well field zone of influence per Broward County Ordinance 84-60 or within an existing or proposed well field zone of influence as determined by Tamarac Director of Public Services. If property is within said zone of influence, DEVELOPER agrees to limit uses of property to those uses that are allowed by Broward County Ordinance 84-60 or as it may be amended.

O. PROHIBITED HAZARDOUS MATERIALS

DEVELOPER acknowledges that Broward County and the City of Tamarac have ordinances that prohibit discharge of hazardous materials into the sanitary sewer system. (Broward County Ordinance 86-61 and Tamarac Ordinance 85-52). DEVELOPER agrees not to discharge hazardous materials into the sanitary sewer system as defined by Broward County Ordinance 86-61 and Tamarac Ordinance 85-52 or as they may be amended.

P. VENUE

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

PART VI. NOTICE

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by prepaid certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified as the place for giving of notice, which shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for the giving of notice:

FOR THE CITY OF TAMARAC:

City Manager
7525 Northwest 88th Avenue
Tamarac, Florida 33321

FOR THE DEVELOPER:

MURAL DEVELOPMENT, LLC
2000 ISLAND BLVD, UNIT 2708
AVENTURA, FL 33160

Notice so addressed and sent by prepaid certified mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail.

PART VII. ADDITIONAL PROVISIONS

A. EXHIBITS

The following exhibits are attached as part of this Agreement and are incorporated into this Agreement:

EXHIBIT "A" - Legal Description and Legal Sketch on an 8-1/2 inch by 11 inch page of the PROPERTY.

EXHIBIT "B" - Receipt from third party for a portion of contribution charge:

Applicable _____ Not Applicable X

EXHIBIT "C" - A sketch of the site plan of the PROPERTY reduced to 8-1/2 inch by 11-inch page size.

EXHIBIT "D" - A listing for the PROPERTY indicating the number of ERC's allocated to each building, the number of meters per building, the meter size(s) and a payment schedule of phasing (if applicable).

EXHIBIT "E" - Modification of CITY's water or sewer facilities if required by the Director of Public Services, if applicable.

Applicable _____ Not Applicable X

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

ACCEPTED BY CITY OF TAMARAC
GRANTEE

By: _____
Harry Dressler
Mayor

Date: _____

ATTEST:

By: _____
Patricia Teufel, CMC
City Clerk



By: _____
Michael C. Cernech
City Manager

Date: _____

Approved as to form:

By: _____
Samuel S. Goren
City Attorney

STATE OF FLORIDA :
: 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 _____ to me known to be the person(s) described in and who executed the foregoing instrument and _____ acknowledged before me and under oath that _____ executed the same.

WITNESS my hand and official seal this _____ day of _____,
20____.

NOTARY PUBLIC, State of Florida
at Large

- () Personally known to me, or
() Produced identification

(Name of Notary Public: Print, Stamp,
or Type as Commissioned)

Type of I.D. Produced

() DID take an oath, or () DID NOT take an oath

IN WITNESS WHEREOF, Developer has hereunto set his hand and seal on the day and year first above written.

ATTEST:

By: _____

Type Name FRANCISCO MONTANON
Corporate Secretary

DEVELOPER

Mural Development, LLC

By: _____

Type Name ALLAN CIFTCI
President

(Corporate Seal)

STATE OF FLORIDA :
COUNTY OF miami : SS
Dade :

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 Allan Ciftci to me known to be the person(s) described in and who executed the foregoing instrument and HE acknowledged before me and under oath that HE executed the same.

WITNESS my hand and official seal this 23 day of February, 2016.



NOTARY PUBLIC, State of Florida
at Large

Meyra Garcia

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

☒ Personally known to me, or

☐ Produced Identification

Type of I.D. Produced

☐ DID take an oath, or ☐ DID NOT take an oath.

IN WITNESS WHEREOF, Developer has hereunto set his hand and seal on the day and year first above written.

(DEVELOPER)

Witness
Type Name _____

Type Name/Title _____

Witness
Type Name _____

Type Name/Title _____

STATE OF FLORIDA :
: 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 _____ to me known to be the person(s) described in and who executed the foregoing instrument and _____ acknowledged before me and under oath that _____ executed the same.

WITNESS my hand and official seal this _____ day of _____,
20____.

NOTARY PUBLIC, State of Florida
at Large

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

() Personally known to me, or

() Produced Identification

Type of I.D. Produced

() DID take an oath, or () DID NOT take an oath.

IN WITNESS WHEREOF, Mortgagee has hereunto set his hand and seal on the day and year first above written.

ATTEST

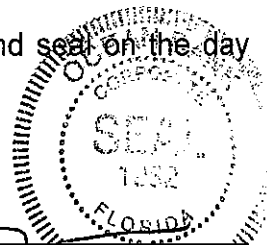
By:

Type Name CONCHA RODRIGUEZ
Corporate Secretary

MORTGAGEE

By:

Type Name ROBERT NORONA, SVP.
President



(Corporate Seal)

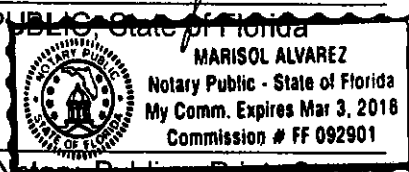
*Approved for
w/ to legal
CB Lopez*

STATE OF FLORIDA :
COUNTY OF State : 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 Robert Norona & Concha Rodriguez to me known to be the person(s) described in and who executed the foregoing instrument and they acknowledged before me and under oath that they executed the same.

WITNESS my hand and official seal this 31 day of March, 2016.

NOTARY PUBLIC, State of Florida
at Large



(Name of Notary Public, Print, Stamp, or type as Commissioned)

(☒) Personally known to me, or

(☐) Produced Identification

N/A
Type of I.D. Produced

(☐) DID take and oath, or (☐) DID NOT take an oath.

AFFIDAVIT SHALL BE COMPLETED WHEN MORTGAGEE SIGNATURE IS NOT APPLICABLE

I, _____ do hereby affirm that I am the _____
of _____ and that I have executed a Water and
Sewer DEVELOPER's Agreement with the City of Tamarac for _____
_____ project and that I am the owner of the property covered by said
DEVELOPER'S AGREEMENT.

There are no mortgages held on the property which is the subject of said DEVELOPER'S AGREEMENT.

FURTHER AFFIANT SAYETH NOT.

(Signature)

This ____ day of _____, 20____.

STATE OF FLORIDA :
COUNTY OF : 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 _____ to me known to be the person(s) described in and who executed the foregoing instrument and _____ acknowledged before me and under oath that _____ executed the same.

WITNESS my hand and official seal this _____ day of _____,
20_____.

NOTARY PUBLIC, State of Florida
at Large

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

() Personally known to me, or

() Produced Identification

Type of I.D. Produced

() DID take an oath, or () DID NOT take an oath.

IN WITNESS WHEREOF, Owner has hereunto set his hand and seal on the day and year first above written.

ATTEST:

OWNER

By: _____

By: _____

Type Name _____
Corporate Secretary

Type Name _____
President

(Corporate Seal)

STATE OF FLORIDA :
: 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 _____ to me known to be the person(s) described in and who executed the foregoing instrument and _____ acknowledged before me and under oath that _____ executed the same.

WITNESS my hand and official seal this _____ day of _____, 20____.

NOTARY PUBLIC, State of Florida
at Large

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

() Personally known to me, or

() Produced Identification

Type of I.D. Produced

() DID take an oath, or () DID NOT take an oath.

IN WITNESS WHEREOF, Owner has hereunto set his hand and seal on the day and year first above written.

Witness

Type Name FRANCISCO LOPEZ MONTAÑON

Witness

Type Name LARRY KRAMER


(OWNER) Mural Development, LLC

Type Name/Title ALLAN CIFTCI

STATE OF FLORIDA :
: SS
COUNTY OF BROWARD :

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 ALLAN ENIS to me known to be the person(s) described in and who executed the foregoing instrument and HE acknowledged before me and under oath that HE executed the same.

WITNESS my hand and official seal this 28 day of MARCH, 2016.

Pamela De Verteuil
NOTARY PUBLIC, State of Florida
at Large

(Name of Notary Public: Print, Stamp, or type as Commissioned)

() Personally known to me, or

(x) Produced Identification

FL DL
Type of I.D. Produced

() DID take and oath, or () DID NOT take an oath.

EXHIBIT "D"

TAMARAC WATER AND SEWER DEVELOPER'S AGREEMENT

Development: **MURAL PLAZA**

METER SCHEDULE

USAGE	NO. OF METERS	METER SIZE	# OF ERC's		WATER CIAC FEES \$1,700 per ERC	SEWER CIAC FEES \$2,200 per ERC	TOTAL
Commercial			WATER	SEWER	\$1,700.00	\$2,200.00	
Building #1	1	1-1/2"	5	5	\$8,500.00	\$11,000.00	\$19,500.00
Building #2	1	1-1/2"	5	5	\$8,500.00	\$11,000.00	\$19,500.00
Dumpster	0	0	0	1	\$0	\$2,200.00	\$2,200.00
Irrigation	1	2"	8	0	\$13,600.00	0	\$13,600.00
Total:	1	2"	18	11	\$30,600.00	\$24,200.00	\$54,800.00

**1 DUMPSTER(S) CONNECTED TO SEWER
@ 1 ERC EACH = 1 ERC'S (SEWER)**

TOTAL ERC'S **18** (Water) **11** (Sewer)

THIS PROJECT REQUIRED THE FOLLOWING SIZE AND NUMBER OF FIRE LINES:

_____ AT 4" DIAMETER

_____ AT 8" DIAMETER

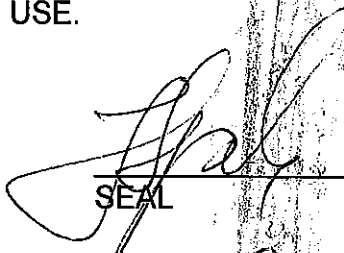
2 AT 6" DIAMETER

_____ AT _____ DIAMETER

SERVED BY WASTEWATER PUMP STATION NO. 2A

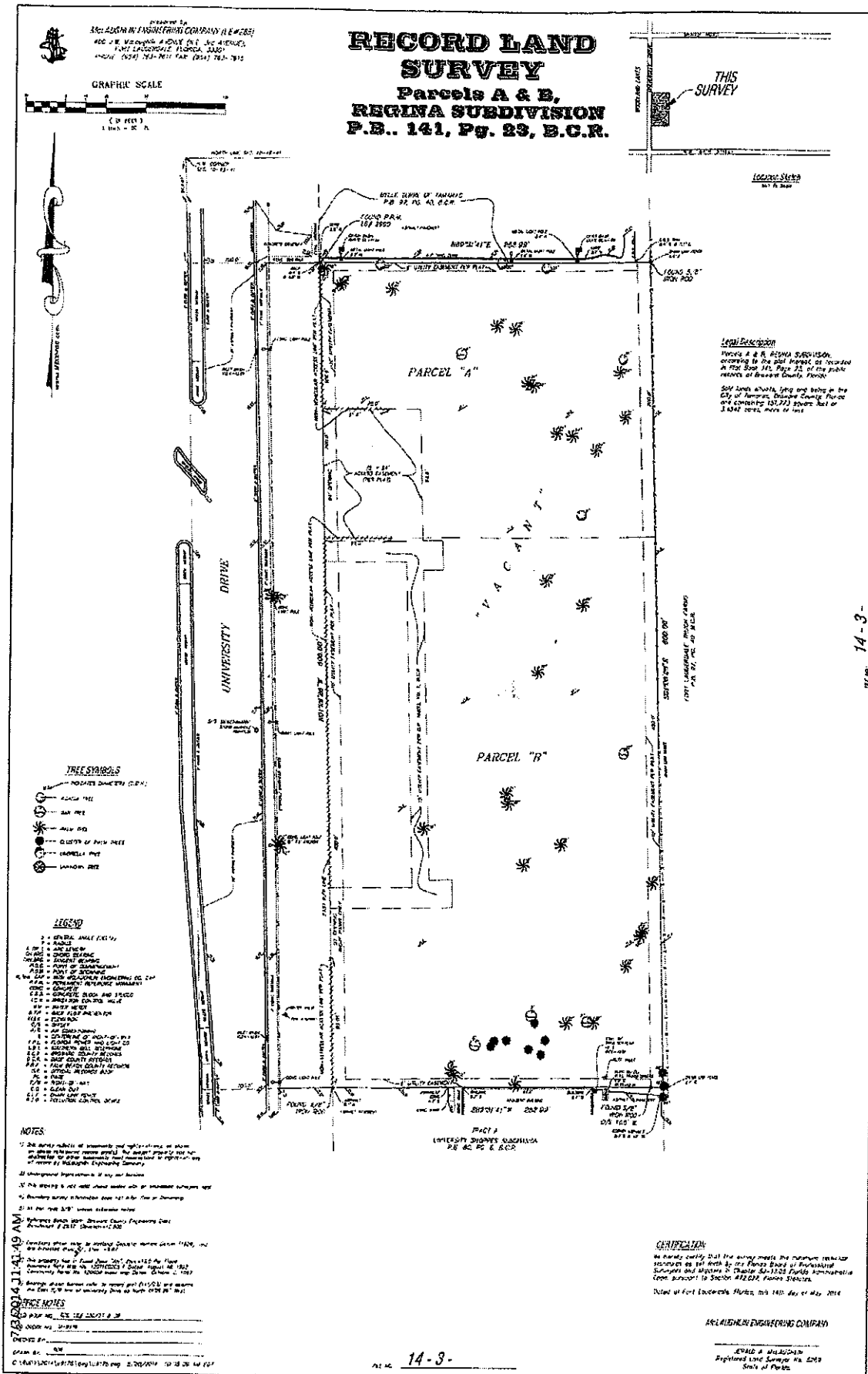
11 ERC'S ÷ 3.48 SITE ACRES = 3.16 ERC'S/SITE ACRE

I HEREBY CERTIFY THAT THE NON-RESIDENTIAL WATER METERS LISTED ABOVE MEET THE MINIMUM REQUIREMENTS OF THE SOUTH FLORIDA BUILDING CODE FOR THE INTENDED USE.


SEAL 16217 P.E. #
JOE SPASOVSKI
TYPE NAME

Mural Plaza**LEGAL DESCRIPTION:**

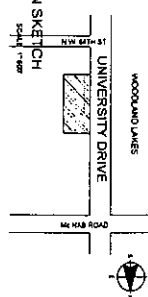
**PARCELS "A" AND "B", "REGINA SUBDIVISION",
ACCORDING TO THE PLAT THEREOF, AS RECORDED
IN PLAT BOOK 141 AT PAGE 23, OF THE THEREOF, AS
RECORDED IN PLAT BOOK 141 AT PAGE 23, OF
THESAID LANDS SITUATED IN THE CITY OF TAMARAC
, BROWARD COUNTY, FLORIDA.**



SCALE 1" = 20'-0"



LOCATION SKETCH



6500 N. UNIVERSITY DRIVE
TAMARAC, FL.

SOUTHEAST
ARCHITECTS SERVICES, INC.
4316 WEST BROADWAY Bldg. 54 J. F. RAYMOND, JR. 33317
(904) 397-2621 • FAX (904) 292-2941
LIC # AA-C011952

DATE	4-20-14
PROJECT NUMBER	7-18
SHEET NUMBER	SP-1

REVISION 13



**Title - TR12778 - Tamarac Lakes South Water Main Improvements – Task Authorization
#16-17S**

Item No. 6 (c) on the Consent Agenda. (TR12778) A Resolution of the City Commission of the City of Tamarac, Florida, approving Task Authorization No. 16-17S and authorizing the appropriate City Officials to execute Task Authorization No. 16-17S with Mathews Consulting Services, Inc., to provide professional services for the design of the Tamarac Lakes South Water Main Improvement Project; including preparation of detailed plans and specifications followed by permitting, bidding assistance and limited construction administration, in accordance with the City's Consulting Engineering Agreement as authorized by Resolution No. R-2011-87, for an amount not to exceed \$159,179; authorizing the appropriate City Officials to administer the contract; providing for conflicts; providing for severability; and providing for an effective date. - **Public Services Director Jack Strain**

Commission District(s):

District 1

ATTACHMENTS:

Description	Upload Date	Type
☐ Memo	5/6/2016	Cover Memo
☐ 12778 Reso	5/17/2016	Resolution
☐ 12778 Exhibit 1	5/17/2016	Exhibit

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

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

DATE: April 20, 2016

**THROUGH: Jack Strain, P.E.,
Director of Public Services**

**FROM: James T. Moore, P.E.,
Assistant Director of Utilities**

**RE: Tamarac Lakes South Water
Main Improvements – Task
Authorization #16-17S
Temp. Reso. #12778**

James T. Moore

RECOMMENDATION:

I recommend that the City Commission authorize the execution of Task Authorization No. 16-17S with Mathews Consulting Services, Inc., to provide professional engineering services for the design of the Tamarac Lakes South Water Main Improvement Project; including preparation of detailed plans and specifications followed by permitting, bidding assistance and limited construction administration in accordance with the City's Consulting Engineering Agreement as authorized by Resolution #R-2011-87, for an amount not to exceed \$159,179.

ISSUE:

The existing water mains in Tamarac Lakes South are undersized (2-Inch through 6-Inch) and have reached the end of their useful life. In addition, many of these undersized lines are in backyards which make both meter reading and line repairs very difficult. This project will install new 8-Inch mains in the road right-of-way replacing all backyard mains and providing improved water quality and fire flow at hydrants.

The City of Tamarac Public Services Engineering Division does not have the expertise required to design and permit this project in-house.

BACKGROUND:

The present Water Mains in Tamarac Lakes South are undersized and many are located in the backyards making meter reading and line repairs difficult. In addition, there has been some difficulty maintaining chloramine residuals within this area within the past 2 years which appear to be caused by old cast iron mains. This has required excess flushing of hydrants and Utilities field crew hours.

This project consists of installing new water mains in the road right-of-way, eliminating back yard water mains, reconnecting customers to new mains, and replacing low quality mains with pipe material that meets today's standards. This project will also provide asphalt milling and paving of all affected roads.

The approval of Task Authorization No. 16-17S will allow us to design a project which will correct the undersized mains, remove backyard water mains, and correct current water quality issues.

FISCAL IMPACT:

This project is unbudgeted in the FY 2016 budget and will be included in the FY 2017 CIP budget. The engineering costs of this project will be funded from FY 2016 UT16L which allocates \$500,000 for Water Distribution Projects.

JTM/mg

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2016-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING TASK AUTHORIZATION NO. 16-17S AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE TASK AUTHORIZATION NO. 16-17S WITH MATHEWS CONSULTING SERVICES, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE DESIGN OF THE TAMARAC LAKES SOUTH WATER MAIN IMPROVEMENT PROJECT; INCLUDING PREPARATION OF DETAILED PLANS AND SPECIFICATIONS FOLLOWED BY PERMITTING, BIDDING ASSISTANCE AND LIMITED CONSTRUCTION ADMINISTRATION SUPPORT, IN ACCORDANCE WITH THE CITY'S CONSULTING ENGINEERING AGREEMENT AS AUTHORIZED BY RESOLUTION NO. R-2011-87, FOR AN AMOUNT NOT TO EXCEED \$159,179; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ADMINISTER THE CONTRACT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac owns, operates and maintains the water supply, treatment, and distribution systems; and

WHEREAS, the existing water mains are undersized (2-Inch through 6-Inch) and are constructed of cast iron and galvanized steel which are subject to internal corrosion which leads to water quality issues; and

WHEREAS, many of these undersized water mains are located in backyards making water meter reading and water main repairs difficult; and

WHEREAS, this project will consist of installing new water mains in the road right-of-way, eliminating backyard water mains, reconnecting customers to new mains, and replacing low-quality mains with pipe material that meets today's standards; and

WHEREAS, the construction of this project will provide new water mains which will lead to improved water quality and improved fire flow at hydrants; and

WHEREAS, Task Authorization No 16-17S with Mathews Consulting Services, Inc., will provide the design, permitting and bidding assistance along with limited construction administration support at a cost of \$159,179 to design the Tamarac Lakes South Water Main Improvement Project; and

WHEREAS, the City requires the service of a consulting firm knowledgeable in this area and capable of providing professional services for the design, permitting and bidding assistance along with limited construction administration support of the Tamarac Lakes South Water Main Improvement Project; and

WHEREAS, Mathews Consulting Services, Inc., possesses the required knowledge and experience to provide the professional engineering services associated with the Tamarac Lakes South Water Main Improvement Project; and

WHEREAS, Mathews Consulting Services, Inc., has been pre-qualified as an approved consultant for engineering services by the City of Tamarac as authorized by Resolution No. R-2011-87; and

WHEREAS, it is the recommendation of the Director of Public Services that Task Authorization No. 16-17S from Mathews Consulting Services, Inc., be approved and executed by the appropriate City Officials; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to accept and execute Task Authorization No. 16-17S (a copy of which is attached hereto as "Exhibit 1") with Mathews Consulting Services, Inc., to provide engineering services for the design, permitting, and bidding assistance along with limited construction administration support of the Tamarac Lakes South Water Main Improvement Project for a total amount not to exceed \$159,179.

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

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

SECTION 2: The City Commission approves Task Authorization No. 16-17S and authorizes the appropriate City Officials to execute Task Authorization No. 16-17S with Mathews Consulting Services, Inc., to provide engineering services for the design, permitting and bidding assistance along with limited construction administration support of the Tamarac Lakes South Water Main Improvement Project, in accordance with the City's Consulting Engineering Agreement as authorized by Resolution No. R-2011-87 on August 24, 2011, for an amount not to exceed \$159,179.

SECTION 3: The City Manager, or his designee, is hereby authorized to approve and initiate change orders not to exceed \$65,000.00 per Section 6-147 of the City Code, and close the contract award including, but not limited to making final payment within the terms and conditions of the contract and within the contract price.

SECTION 4: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this ____ day of _____,
2016.

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

CITY OF TAMARAC
Task Authorization No. 16-17S
April 21, 2016

“EXHIBIT 1”
TR #12778

Engineering Services for Tamarac Lakes South
Water Main Improvements

Background

This Task Order Authorization is for the performance of engineering design, data collection, permitting, bidding and construction services by Mathews Consulting, Inc (Consultant) pursuant to the Continuing Engineering Services Agreement between Mathews Consulting, Inc. and the City of Tamarac (City), hereafter referred to as the Agreement. The work is for water system improvements in Tamarac Utilities Service Area described herein.

Description of Work

Refer to **Exhibit 1** for location map of the project area. The existing water mains (2” thru 6”) are undersized and have reached the end of their useful life. Also, some of the water mains are located in the back of the properties. This project will replace all of the existing water mains in the project area with 8” PVC C900 (DR18) piping and all of the water services will be located in the front of the properties. The specific project components are as follows:

- 8” PVC C900 (DR18) Piping (approx. 11,600 LF) to be installed in the pavement w/ trench repair.
- The City roadways will be 1” milled & resurfaced (1” of S-3).
- Fire Hydrants will be replaced as required (300 ft. radius spacing for FH).
- Gate valves will be located a maximum of 1,500 ft.
- All water services (single and double) will be located in front of the properties. All existing backyard water services will be transferred to the front of the property.
- The City will provide the Contractor with the meter box and meter.
- Decommission existing 4” & 6” water mains (grout). Water mains less than 4” will be abandoned in place (cut and cap).
- Connect to existing water mains within the project area.

Scope of Services

Engineering services consist of: meetings, data collection, final design, permitting, bidding services, and minimal construction administration support. Certain assumptions have been made in preparing this scope of services. To the extent possible, they are stated herein and are reflected in the budget estimates included in this scope of services.

The Scope of Services consists of the following six (6) tasks:

- Task 1 - Client Workshops/Meeting
- Task 2 - Data Collection
- Task 3 - Final Design
- Task 4 - Permitting
- Task 5 - Bidding
- Task 6 - Construction Administration

Task 1: Client Workshops/Meetings

Up to four (4) client workshops/meetings shall be attended by Consultant and City staff. Consultant shall provide a written summary of the issues discussed at the workshop meetings. These include review meetings for the following:

- Item 1.1 Kickoff Meeting for the purpose of verifying the City's goals, objectives and design standards for the project. Lines of communication for the project will also be established.
- Item 1.2 50% Design Review Meeting.
- Item 1.3 75% Design Review Meeting.
- Item 1.4 100% Design Review Meeting.

Task 2: Data Collection

Item 2.1 Survey Verification

CONSULTANT shall furnish the services of a professional surveyor to provide survey services consisting of field topography and horizontal locations referenced by baseline stationing. All existing facilities and utilities within the full right-of-way of the design limits will be referenced by baseline station with an offset distance (left or right) from the baseline for the project and will include the following:

1. Topography survey at 100-foot intervals (vertical control will be NAVD 88) and at major ground elevation changes to depict existing ground profile at proposed project area. This shall be accomplished by creating a baseline in the field to collect pertinent data which shall include the following:
 - a. Location of all visible fixed improvements within the right-of-way of the project limits, including physical objects, roadway pavement, driveways, sidewalks, curb, trees, signs, fences, power poles, buildings, and other encumbrances, including point of curvature and point of tangency.
 - b. Location of all known above and below ground existing utilities: FP&L, ATT, Cable TV, Natural Gas, Potable Water (pipe diameter, TOP, valves, fire hydrants, and meters), Force Mains (pipe diameter, TOP, and valves), Sanitary Sewer (pipe diameter, manhole inverts and direction, rim elevations, laterals, and clean-outs),

Storm Sewers (pipe diameter, manhole inverts and direction, catch basins, and rim/grate elevations), and **all** other accessible structures. This will include coordination with Sunshine One-Call and City of Tamarac.

- c. Identify platted rights-of-way (including bearing and distances for centerline), lot numbers, house address, ownership lines (per property tax information provided by City), block numbers and dedicated easements.
 - d. Elevations shall be indicated every 100 feet, at a minimum, to indicate centerline grades, edge of pavement grades and shoulder grades, low points and all right-of-way lines. Intermediate grades shall be indicated at all grade breaks, driveways and sidewalks.
 - e. Provide and reference benchmarks at **maximum 600-foot intervals**. Elevations to be referenced to an existing established City or County Benchmark.
2. The above topographical survey data will be prepared in AutoCAD (Version 2013) format at a scale of 1"=20'.

Item 2.2 Geotechnical

CONSULTANT shall use the services of a professional geotechnical engineer to provide subsurface investigations of the project area that will include:

Perform up to twelve (12) standard penetration test (SPT) borings to an average depth of ten (10) feet.

Evaluate field data collected and provide geotechnical engineering evaluation report. The soil boring locations will be shown on the design drawings and the geotechnical report will be included in the contract specifications.

Item 2.3 Field Verification

CONSULTANT shall furnish the services of a professional underground services company to provide underground field locations (i.e. soft-digs) of affected existing utilities. The work shall consist of measuring and recording the approximate horizontal, vertical, width and depth data of affected utilities within the project limits. The soft-digs cost \$300 each. Consultant has budgeted \$15,000 (50 soft-digs) for the project. Consultant shall determine the number of field locations required after the 50% design has been completed.

Item 2.4 Water Meter Study

Consultant shall field review the existing water meter box locations and the size of the meters. A spreadsheet shall be developed that will provide street name, house address, and meter size.

Consultant shall also review locations for any new water service locations (e.g. service and meter box) for services that will be transferred from the back yard to the front yard. City shall assist / accompany Consultant in the field during this subtask. A technical memorandum (pdf format) shall be prepared and provided to the City that will document the findings of this subtask.

Task 3 Final Design

Item 3.1 Pipeline Corridor Analysis

Field reconnaissance of the proposed pipeline corridor shall be performed. Photograph log walk-through will be included. In addition, potential underground existing utility conflicts will be identified.

Item 3.2 Utility Coordination

Coordination with utility agencies [electric (FPL), phone (AT&T), gas (Teco), and cable TV (Comcast)] shall be performed to collect record information. Consultant shall forward copies of the survey information to the Utility Companies and ask them to “red-line” their known utilities onto the survey drawings. The information will be incorporated by Consultant into the design drawings. If coordination with any Utility Company proves to be problematic, the City will be notified. This Subtask includes reconciling apparent discrepancies between record information and existing photographic and field-verification information.

Item 3.3, 3.4, & 3.5 Construction Documents

Preparation of construction documents shall include contract drawings and technical specifications. Contract drawings shall include: cover sheet, general notes, plan/profile drawings, and miscellaneous detail sheets. The drawing scale shall be 1-inch equals 20 feet for pipeline plan and 1-inch equals 2 feet for pipeline profile. Consultant shall prepare the engineering design elements on topographic survey information in an AutoCAD release 2013 format. Contract documents shall include: “front-end” documents and technical specifications.

Drawings and specifications (four copies) shall be submitted for City review at 50% (plan view only), 75% (plan/profile), and 100% (plan/profile) stages. Consultant shall meet with the City to discuss comments, and incorporate comments into final documents. Consultant shall furnish with the 100% design drawings, one (1) set of AutoCAD Version 2013 files in electronic format on CD.

Item 3.6 Construction Cost Opinion

Preparation of construction cost opinion at 50%, 75% and 100% design stages. The construction cost opinion shall reflect changes in general scope, extent or character of design requirements incorporated during the various design review stages.

Item 3.7 Quality Assurance

Consultant shall provide internal QA/QC reviews on the 50%, 75% and 100% Design Documents (e.g. drawings, specifications and cost opinions).

Task 4 Permitting

During the Final Design Phase, Consultant shall meet with the potential permitting and other interested agencies to determine all potential permitting requirements. Agencies anticipated to have interest in the project include: FDOT and Broward County Health Department (BCHD).

Permit applications shall be completed as required for FDOT:

- Utility Permit

Permit applications shall be completed as required for BCHD:

- Potable Water Main

Associated permit application fees shall be determined by Consultant and paid by City. In addition to preparing the permit applications for appropriate regulatory agencies, Consultant shall assist the City in consultations with the appropriate authorities. Consultation services shall include the following:

- Attend up to one (1) pre-application meeting with the staff of each of the regulatory agencies
- Respond to request(s) for additional information from each regulatory agency.

Task 5 Bidding

Item 5.1 Bid Advertisement

Consultant shall assist City in advertising for and obtaining bids or negotiating proposals for construction (including materials, equipment and labor). It is anticipated that work shall be awarded under a single construction contract. City shall sell the bidding documents and shall maintain a record of prospective bidders to whom bidding documents have been issued. The City shall also post the bid documents on Demand Star.

Item 5.2 Pre-Bid Conference

Consultant shall prepare agenda and conduct a mandatory pre-bid conference with interested potential bidders and City staff. Consultant shall provide a written summary of issues discussed.

Item 5.3 Bid Clarification

Consultant shall assist City in issuing addenda and shall provide supplemental information or clarification, as appropriate, to interpret, clarify, or expand the bidding documents to all prospective bidders during the bid period.

Item 5.4 Contract Award

Consultant shall attend the bid opening, prepare bid tabulation sheet and assist City in evaluating bids and proposals, and in assembling and awarding contract for construction. Consultant shall submit to City written recommendation concerning contract award.

Task 6 Construction Administration

Item 6.1 Conformed Construction Documents

Consultant shall prepare conformed Contract Documents for use by the Contractor and City during construction.

Item 6.2 Pre-Construction Conference

Prepare agenda and conduct pre-construction conference with selected Contractor and City staff. Prepare and issue written minutes of meeting.

Item 6.3 Submittal Review

Receive, log, and review Shop Drawing and Product submittals for general conformance with the design intent and provisions of the Contract Documents. Review of up to 30 submittals (total, which includes submittals and re-submittals, if required) is included in the budget for SDC phase services. CONSULTANT will review and return submittals to City and Contractor within 7 to 10 days of receipt.

Item 6.4 Monthly Meetings

Attend construction progress meetings with the City and Contractor every month and provide an agenda and written summary of the issues discussed. Project meetings will be conducted by the City Construction Manager with the City Resident Project Representative also in attendance. Following the meeting, the Consultant will prepare and distribute meeting minutes (within 24 to 36 hours after meeting) to the City and other attendees. Meetings will be held at the City facilities. Eight (8) progress meetings are included in the budget for this task.

Item 6.5 Construction Clarifications

Respond in writing to Contractor's Request For Information (RFI) regarding the design documents. A total of fifteen (15) RFI responses have been included in this task. CONSULTANT shall issue interpretations and clarifications of the Contract Documents, along with associated support materials, as requested by the Contractor. These interpretations will be rendered and a response prepared and submitted to the City.

Item 6.6 Periodic Field Visits

Consultant shall visit the project site after each of the monthly project meetings and as needed by the City for any field conflicts or changes during the 8-month construction period. Consultant shall fill out an inspection report each time we visit the site. A total of 50 hours have been budgeted for this subtask.

Assumptions

Work described herein is based upon the assumptions listed below. If conditions differ from those assumed in a manner that will affect schedule of Scope of Work, Consultant shall advise City in writing of the magnitude of the required adjustments. Changes in completion schedule or compensation to Consultant will be negotiated with City. Services to be provided by the City and other related key assumptions include:

1. City will provide Consultant record drawings of all available existing facilities and proposed facilities, which shall serve as the basis of design in this project. The information will be provided to Consultant within 5 calendars of NTP. **Consultant will add this information to the design drawings in plan view only.**
2. City personnel will assist in field verification of affected existing City facilities. This includes painting the locations of water mains and services, force mains, and sanitary sewers and laterals in the field for the surveyor in a timely manner. The City shall also have the sewer mains in the project area televised and the Sewer TV logs shall be provided to Consultant within 30 calendar days of NTP.
3. CONSULTANT can assume that all existing and proposed water mains are within City and FDOT rights-of-way or easements. Commercial Boulevard is a State Road.
4. City will also be responsible for preparation of any descriptions, sketches and acquisition of easements (including temporary construction easements) that may be required. Consultant will identify the location and dimensions of any easements or temporary construction easements required for use of the City to prepare the easement descriptions and deeds.
5. The Contract Documents will be prepared as a single bidding contract. No pre-purchase of materials and/or equipment is presumed. A single bidding effort is assumed. Re-

bidding of the project is considered an Additional Services item not currently included in this Scope of Work.

6. The design is to be based on the federal, state and local codes and standards in effect at the beginning of the project. Revisions required for compliance with any subsequent changes to those regulations is considered an Additional Services Item not currently included in this Scope of Work.
7. Contractor will be required to secure any SFWMD dewatering permits.
8. Consultant assumes that there are no contaminated soils or groundwater in the project area.

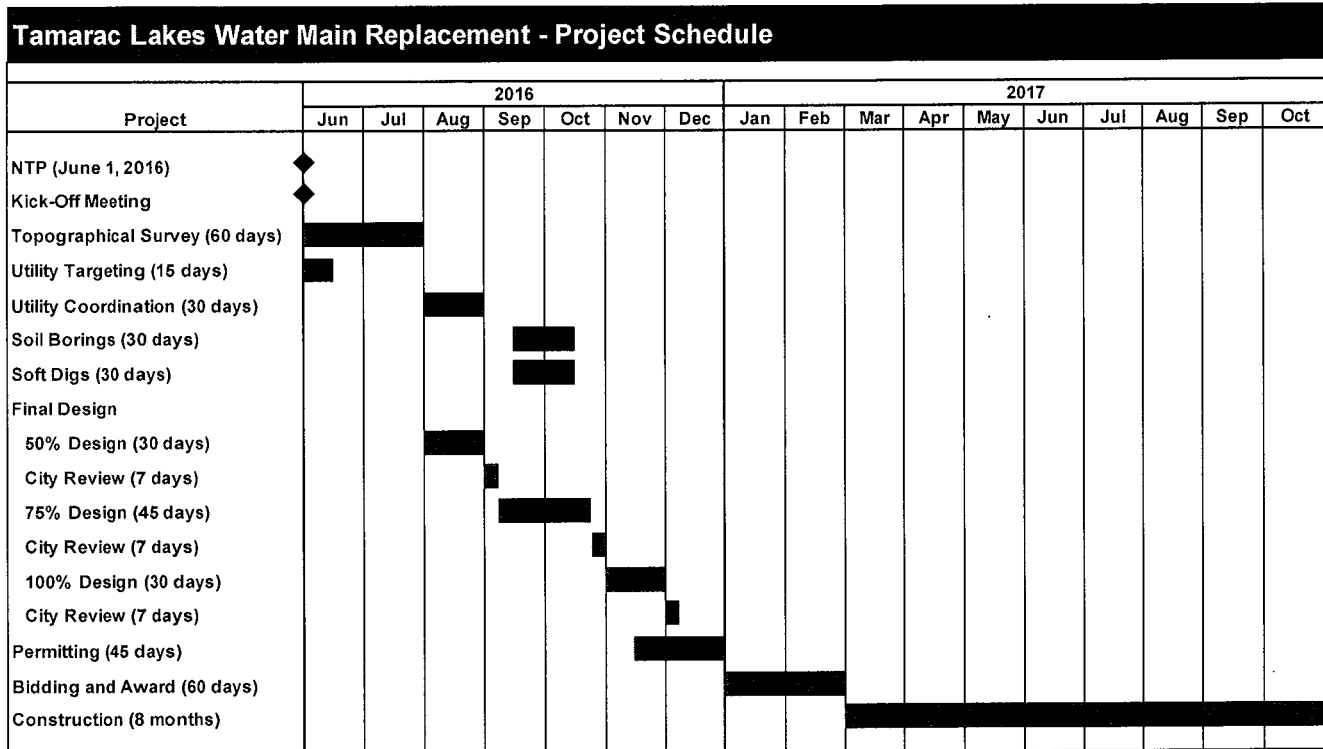
Deliverables

TASKS	DELIVERABLES	QUANTITY
1. Client Workshops/ Meetings	Review Notes/Comments	1 – Set per Meeting
2. Data Collection	Survey Geotechnical Report Soft Digs	1 – Survey Drawings 1 – Set of Electronic Files 1 – Report 1 – Report
3. Construction Documents	50% Drawings & Specs 75% Drawings & Specs 100% Drawings & Specs	4 – Sets (22" x 34") 4 – Sets (22" x 34") 4 – Sets (22" x 34")
4. Permitting	Permit Applications	1 – Set each Permit
5. Bidding	Bid Sets	15 – Sets (22" x 34")

Project Schedule

The duration and completion times of all tasks are as indicated in the project schedule shown in Attachment "A" as follows:

ATTACHMENT A



Compensation For Services

Compensation by the City to Consultant for the services described in this Task Order will be in accordance with the Not-to-Exceed method of payment, which means Consultant shall only be compensated for services rendered. The Not-to-Exceed amount without written prior approval of **\$159,179** (refer to Attachment B for detailed break-down) is comprised of the following:

Task	Labor (\$)	Subconsult. (\$)	Subtotal (\$)
1. Client Workshops/Meetings	3,752		3,752
2. Data Collection	5,920	66,110	72,030
3. Final Design	49,273		49,273
4. Permitting	5,624		5,624
5. Bidding	4,083		4,083
6. Construction Administration	22,417		22,417
Reimbursables	2,000		2,000
Total			159,179

Additional Provisions

- The services described herein will be provided in accordance with the current generally accepted standards of the engineering profession. Reasonable material changes between work tasks, or level of effort actually required and those budgeted, may serve as a basis for modifying this scope and budget, as mutually agreed to between Consultant and the City.
- Consultant is entitled to rely upon the accuracy of historical and existing data and information provided by the City and others without independent review and verification. Consultant is not responsible for the means, methods, sequences, techniques or procedures of City and vendor operations or for safety precautions and programs.
- Any Opinion of the Construction Cost prepared by Consultant represents its judgment as a design professional and is supplied for the general guidance of City. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to contractor bids or actual costs to the City. Consultant shall retain all ownership rights in information transmitted electronically.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, through an authorized official of the City and Mathews Consulting, Inc. signing by and through Rene L. Mathews (President) and David L. Mathews (Vice President) duly authorized to execute same.

CITY OF TAMARAC:



By: _____
Michael C. Cernech, City Manager

Date: _____

MATHEWS CONSULTING, INC.

By: _____
Rene L. Mathews, President

Date: _____

and

By: _____
David L. Mathews, Vice President

Date: _____

ATTEST:

Witness

ATTEST:

Signature of Corporate Secretary

David L. Mathews
Type name of Corporate Secretary

(CORPORATE SEAL)

Exhibit 1
Project Location Map
Tamarac Lakes South WM



ATTACHMENT B

City of Tamarac - Tamarac Lakes South Water Main Replacement

Budget Summary

Task No.	Item Description	Labor Classification and Hourly Rates							Total Labor	Sub-Consultant Services
		Principal Engineer (Project Mgr) \$165.00	Senior Engineer \$142.00	Engineer I \$125.00	Senior Eng. Technician \$110.00	Senior Construction Inspector \$118.00	Construction Inspector \$95.00	Clerical \$68.00		
1	Client Workshops/Meetings									
	1.1 Kick-Off Meeting	3		3				1	\$938	
	1.2 50% Design Review Meeting	3		3				1	\$938	
	1.3 75% Design Review Meeting	3		3				1	\$938	
	1.4 100% Design Review Meeting	3		3				1	\$938	
	Subtotal	12	0	12	0	0	0	4	\$3,752	
2	Data Collection									
	2.1 Survey Verification	1		9					\$1,290	\$40,600.00
	2.2 Geotechnical	2							\$330	\$4,500.00
	2.3 Field Verification (Allowance)	2		3					\$705	\$15,000.00
	2.4 Water Meter Study	1		18		10			\$3,595	
	Subtotal	6	0	30	0	10	0	0	\$5,920	
3	Final Design									
	3.1 Pipeline Corridor Analysis	2		8					\$1,330	
	3.2 Utility Coordination	2		8	12				\$2,650	
	3.3 50% Design Drawings & Technical Specifications	8		35	70			8	\$13,939	
	3.4 75% Design Drawings & Technical Specifications	8		50	90			8	\$18,014	
	3.5 100% Design Drawings & Technical Specifications	8		15	40			8	\$8,139	
	3.6 Construction Cost Opinion	4		25					\$3,785	
	3.7 Quality Assurance					12			\$1,416	
	Subtotal	32	0	141	212	12	0	24	\$49,273	
4	Permitting									
	4.1 Broward County Health Department Permit	8		8	2			4	\$2,812	
	4.2 FDOT Utility Permit	8		8	2			4	\$2,812	
	Subtotal	16	0	16	4	0	0	8	\$5,624	
5	Bidding									
	5.1 Bid Advertisement	2			2			2	\$686	
	5.2 Pre-Bid Conference	3		2				1	\$813	
	5.3 Bid Clarification	3		2	2			2	\$1,101	
	5.4 Contract Award	5				5		1	\$1,483	
	Subtotal	13	0	4	4	5	0	6	\$4,083	
6	Services During Construction									
	6.1 Conformed Construction Drawings	4			6			2	\$1,456	
	6.2 Pre-Construction Conference	3				4		1	\$1,035	
	6.3 Submittal Review	4				40		25	\$7,080	
	6.4 Monthly Meetings (total of 7)					28		14	\$4,256	
	6.5 Construction Clarifications	2				20			\$2,690	
	6.6 Field Visits					50			\$5,900	
	Subtotal	13	0	0	6	142	0	42	\$22,417	
	Labor Subtotal Hours	92	0	203	226	169	0	84	\$91,069	\$60,100
	Labor Subtotal Costs	\$15,180	\$0	\$25,375	\$24,860	\$19,942	\$0	\$5,712		
	Labor Total Costs	\$91,069								
	Subconsultant Costs Total	\$60,100								
	Subconsultant Multiplier	1.1								
	Subconsultant Total	\$66,110								
	Reimbursable Expenses	\$2,000								
	Project Total	\$159,179								



Title - TR12775 - Cisco Network Infrastructure Replacement

Item No. 6 (b) on the Consent Agenda. (TR12775) A Resolution of the City Commission of the City of Tamarac, Florida, awarding IFB No. 16-17B to AIP US, LLC for the purchase of Cisco Systems network equipment in the total amount of \$94,122.98; authorizing an immediate expenditure of an amount not to exceed \$71,914.71, and authorizing the City Manager to approve an expenditure of \$22,208.27 upon receipt of notification from award of body camera contract by the Broward Sheriff's Office (BSO); approving funding from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date. - **Information Technology Assistant Director James Twigger**

Commission District(s):

Citywide

ATTACHMENTS:

Description	Upload Date	Type
▣ TR 12775 Staff Report	5/11/2016	Cover Memo
▣ TR 12775 Resolution	5/11/2016	Resolution
▣ TR12775 IFB 16-17B	5/11/2016	Backup Material

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
INFORMATION TECHNOLOGY DEPARTMENT

TO: Michael C. Cernech,
City Manager

DATE: May 9, 2016

FROM: Levent Sucuoglu,
Director of Information
Technology

RE: TR 12775 – Award of IFB No. 16-
17B for the purchase of Cisco
Systems Network Equipment

Recommendation:

I recommend that the City Commission of the City of Tamarac award IFB No. 16-17B to AIP US, LLC, for the purchase of Cisco Systems network equipment at a total contract cost of \$94,122.98, with \$71,914.71 to be awarded immediately, and that authority be granted to the City Manager to award \$22,208.27 upon notification from BSO regarding the award of a Body Camera Contract; and, that this item be placed on the May 25, 2016, Commission Meeting Agenda.

Issue:

The City's existing Cisco Systems network and telephony infrastructure that was purchased in 2005, is at the end of its lifecycle. Replacement of critical infrastructure is necessary to support continued operations and to alleviate issues related to increasing data/network traffic. Additionally, BSO is currently in the process of evaluating the purchase of Body Cameras for use in all areas including the Tamarac District, which will require the purchase of specific Cisco Systems network equipment.

Background:

In the City of Tamarac, technology is one of the key components in the efficient delivery of City services, and the City's network infrastructure is critical to ensuring continued operations.

In 2005, the City replaced its entire network infrastructure and telephone system (telephony infrastructure) with equipment from Cisco Systems. The normal life cycle for equipment is seven (7) to ten (10) years.

The City's network switches reached end of life in June 2015 meaning that Cisco Systems will no longer provide technical support or replacement equipment and parts for said equipment. Although refurbished equipment and other parts may be available through third parties, the time to purchase, receive and install this equipment can be lengthy.

If this equipment malfunctions, both employees and the public will be unable to access critical City services such as the City's email, files and other data, bill payment, telephone services, etc....

The City has planned to replace all network infrastructure over a five (5) year period, with the most critical replacements to be completed first. In FY2015, we completed the appropriate replacements in the Network Operations Center (NOC) in the IT Building.

This phase in FY2016 includes the replacement of primary network switches at the Parks & Recreation Admin Building, Fire Station 15 and the City Hall.

The proposed network switching infrastructure is capable of handling the increased network traffic load, will provide increased backbone network speeds of 10 Gbps (Gigabits per second) (versus the current 1 Gbps), and will provide an upgrade path to 40 Gbps in the future. New equipment is expected to have a useful life of at least ten (10) years.

In addition, the City of Tamarac intends to participate in the utilization of body cameras by Broward Sheriff's Office (BSO) Staff. In order to implement this program, BSO has provided the City with specifications that needed to be met in order to support the new systems. These specifications necessitate that the City purchase a new network switch for its BSO Tamarac Office and also upgrade its Internet connection to speeds capable of supporting the data demands of the new body cameras. BSO, however, is currently in the process of finalizing their contract negotiations with the selected body camera vendor and we will hold the purchasing of any equipment and services until such contract is awarded

In response to these needs, the City issued Invitation for Bid (IFB) 16-17B on April 5, 2016, for Cisco Network Infrastructure Replacement, to obtain quotes for Cisco Systems network switches. Responses were due on or before April 21, 2016.

The project includes the replacement of the City's primary network switch at the Parks & Recreation Admin Building, Fire Station 15, City Hall, and at the BSO Tamarac Office. Equipment shall be purchased from the selected vendor and installed/configured by City of Tamarac IT staff.

Five (5) years of Cisco SmartNet, the Cisco maintenance program, is also included in the total cost.

Four (4) proposals were received; however, upon review, one (1) was withdrawn by the vendor after inaccuracies and incorrect pricing were found on the bid response. Proposals received were as follows:

<u>Vendor</u>	<u>Proposal Amount</u>
AIP US, LLC	\$94,122.98
Office Depot	\$102,333.23
Softchoice Corporation	\$104,732.52
En Pointe Technologies Sales, LLC	\$69,453.53*

* Bid withdrawn by vendor due to inaccuracies in quote and pricing.

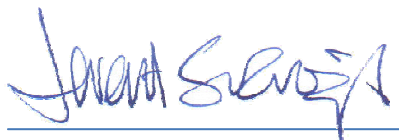
The quote from AIP US, LLC was deemed as the least expensive proposal.

The equipment for the City's portion of the network infrastructure can be purchased immediately upon approval of this resolution in the amount of \$71,914.71. However, we wish to postpone the procurement of the equipment dedicated to the body camera program until BSO approves a final contract. The total amount of equipment specifically devoted for use with the body cameras is \$22,208.27. We are recommending that the City Manager or designee be authorized to purchase this portion of the hardware at the appropriate time.

Financial Impact:

This project was approved and funded in the FY2016 budget in the amount of \$60,000, and additional funding is available from cost savings due to non-renewal of support contracts for existing Cisco Systems network switches as they reached their end of life. Furthermore, funding will be made available upon award of contract for the body camera program.

Funding for the Cisco network switches to be purchased immediately has been provided in account number 001-8100-513.64-03 in the amount of \$71,914.71.



Levent Sucuoglu

RESOLUTION NO. R2016-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDED IFB NO. 16-17B TO AIP US, LLC FOR THE PURCHASE OF CISCO SYSTEMS NETWORK EQUIPMENT IN THE TOTAL AMOUNT OF \$94,122.98; AUTHORIZING AN IMMEDIATE EXPENDITURE OF AN AMOUNT NOT TO EXCEED \$71,914.71, AND AUTHORIZING THE CITY MANAGER TO APPROVE AN EXPENDITURE OF \$22,208.27 UPON RECEIPT OF NOTIFICATION FROM AWARD OF BODY CAMERA CONTRACT BY THE BROWARD SHERIFF'S OFFICE (BSO); APPROVING FUNDING FROM THE APPROPRIATE ACCOUNTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, technology is one of the key components in the efficient delivery of City services, and the City's network infrastructure is critical to ensuring continued operations; and

WHEREAS, the City's existing Cisco Systems network infrastructure that was purchased in 2005, is at the end of its lifecycle, and replacement is necessary to support continued operations and to alleviate issues related to increasing data/network traffic; and

WHEREAS, the City published Invitation for Bid (IFB) 16-17B for Cisco Network Infrastructure Replacement, to obtain quotes for Cisco Systems network switches, in accordance with the terms, conditions, and specifications contained in IFB 16-17B, available on file in the Office of City Clerk; and

WHEREAS, four (4) proposals were received – with one (1) proposal deemed non-responsive – with costs as indicated below:

<u>Vendor</u>	<u>Proposal Amount</u>
AIP US, LLC	\$94,122.98
Office Depot	\$102,333.23
Softchoice Corporation	\$104,732.52
En Pointe Technologies Sales, LLC	Non-responsive

; and

WHEREAS, the proposal from AIP US, LLC was deemed as the least expensive proposal; and

WHEREAS, the Broward Sheriff's Office (BSO) is currently in the process of awarding an agreement to provide body cameras to BSO personnel, including personnel at the Tamarac District; and

WHEREAS, \$22,208.27 of the equipment is to be specifically used to directly support BSO body cameras; and

WHEREAS, \$71,914.71 of the equipment, to be purchased from AIP US, LLC, for the City's Network Infrastructure may be purchased immediately; and

WHEREAS, it is necessary to defer the purchase of \$22,208.27 of equipment to be used to support the BSO body cameras until such a time that BSO notifies the City that they have awarded a contract for body cameras; and

WHEREAS, available funds exist in the General Fund budget; and

WHEREAS, it is the recommendation of the Director of Information Technology and the Purchasing and Contracts Manager that the City Commission of the City of Tamarac award IFB 16-17B to AIP US, LLC; 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 award IFB 16-17B to AIP US, LLC, for the purchase of Cisco Systems network equipment at a total contract cost of \$94,122.98.

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

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

Section 2: The City Commission hereby awards IFB No. 16-17B to AIP US, LLC in the amount of \$94,122.98, and authorizes the appropriate City Officials to execute a Purchase Order for the purchase of Cisco Systems network equipment.

Section 3: The appropriate City Officials are hereby authorized to immediately expend an amount not to exceed \$71,914.71 for said purpose.

Section 4: Furthermore, the City Manager or designee is hereby authorized to expend an amount not to exceed \$22,208.27 for equipment required to specifically support BSO body cameras upon notification of an award of a body camera contract by BSO.

Section 5: The City Manager or Designee is hereby authorized to issue Change Order in amount not to exceed established threshold per Section 6-147 of the City Code.

Section 6: Funding is available for the purchase of Cisco Systems network equipment from the appropriate accounts at a total cost not to exceed \$94,122.98.

Section 7: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 8: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 9: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this day of , 2016.

HARRY DRESSLER
Mayor

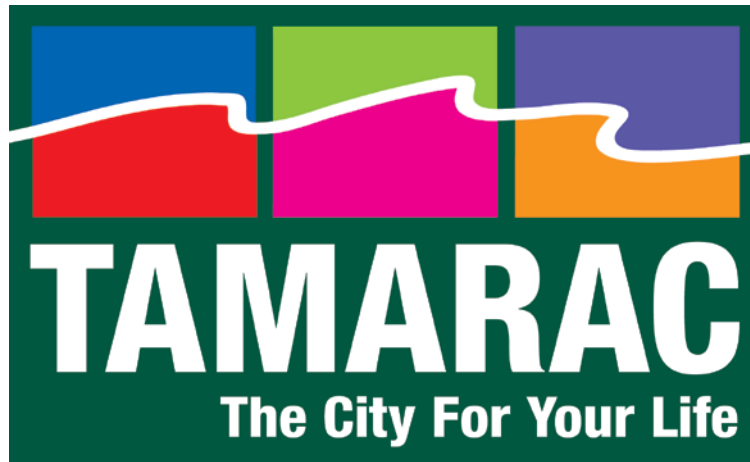
ATTEST:

PATRICIA TEUFEL, CMC
City Clerk

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

SAM GOREN
City Attorney

INVITATION TO BID



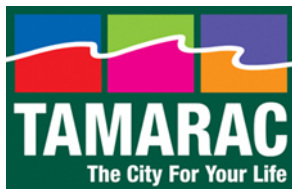
BID NO. 16-17B

CISCO NETWORK INFRASTRUCTURE REPLACEMENT

ISSUED: April 5, 2016

City of Tamarac
Purchasing & Contracts Division
7525 NW 88th Avenue
Room 108
(954) 597-3570

Information Technology
10101 State Street
Tamarac, FL 33321



SUBMIT BID TO:

CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
954-597-3570

INVITATION FOR BID

Bidder Acknowledgement

BID NO.: 16-17B

BID TITLE: **CISCO NETWORK INFRASTRUCTURE IMPROVEMENT**

BID OPENING DATE/TIME: **APRIL 21, 2016 AT 2:00 PM LOCAL TIME**

DEADLINE FOR WRITTEN QUESTIONS: **APRIL 14, 2016 BY 12:00 NOON LOCAL TIME**

BUYER NAME: **ANN MARIE CORBETT, BUYER**

BUYER PHONE: 954-597-3566

BUYER EMAIL: ANNMARIE.CORBETT@tamarac.org

BONDING: **Not required for this bid.**

GENERAL CONDITIONS

These instructions are standard for all bids for commodities/services issued by the City of Tamarac. The City of Tamarac may delete, supersede or modify any of these standard instructions for a particular bid such change in the Instructions to Bidders or in the special conditions of the bid. Any and all special conditions that may vary from these general conditions shall prevail over any conflicting provision within any vendor's standard terms and conditions regardless of any language in vendor's documentation to the contrary.

SEALED BIDS

This form should be submitted with all Bid Forms in a sealed envelope. The face of the envelope shall contain the above address, the Bid number and the Bid title. Bids not submitted on the attached Bid Form may be deemed non-responsive. All Bids are subject to the terms and conditions specified herein. Those bids that do not comply with these conditions may be deemed non-responsive.

BIDDER COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY PHONE: _____

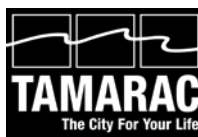
NAME OF AUTHORIZED AGENT: _____

TITLE OF AUTHORIZED AGENT: _____

AUTHORIZED AGENT EMAIL ADDRESS: _____

BIDDER TAXPAYER ID OR SOCIAL SECURITY NUMBER: _____

I certify that this Bid Acknowledgement is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities and/or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid as an agent for the Bidder.



Our Vision and Mission

Our Vision: The City of Tamarac, our community of choice -- leading the nation in quality of life through safe neighborhoods, a vibrant economy, exceptional customer service and recognized excellence.

Our Mission: We Are "Committed to Excellence. . . Always" It is our job to foster and create an environment that

*Responds to the Customer
Creates and Innovates
Works as a Team
Achieves Results, and
Makes a Difference*

In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service.

Our vendors are truly partners in meeting these commitments to the community, and in support of that vision and mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork and customer service are employed to provide goods and services to the City. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered; in a manner that improves the overall value of the services that the City provides to its residents. In addition, we expect our vendors to work with the City as a team, and exhibit the highest level of integrity when dealing with any office or department of the City.

Diligence in the execution of the requirements of this proposal will ultimately contribute to the overall quality of services provided to the entire community. The City is searching for a firm who will exemplify these ideals in the execution of their work, and the successful firm will be measured against the performance standards outlined in this bid invitation.

INTRODUCTION

It is the intent of the City to award this bid to the lowest responsible and responsive Bidder. The City reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such rejection or waiver is deemed to be in the best interest of the City. The City reserves the right to award the bid on a split order basis, lump sum or individual item basis unless otherwise stated, whichever is in the best interest of the City.

This solicitation is issued pursuant to the City of Tamarac Code, Chapter 6, "Finance & Taxation", Article V, "Purchasing Procedures", Section 6-141 et seq.

GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to all offers made to the City of Tamarac by all prospective Bidders including but not limited to Request for Quotes, Request for Bids and Request for Proposals. As such the words "bid" and "proposal" are used interchangeably in reference to all offers submitted by prospective Bidders. Any and all special conditions in this IFB or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the

Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

1. SUBMISSION OF THE BID

The Bidder is directed to deliver sealed bids to the City of Tamarac, Purchasing Division, 7525 N. W. 88th Avenue, Room 108, Tamarac, Florida 33321, no later than the date and time specified on the cover page of this solicitation document. At this time the bids will be opened, the names of all Bidders will be announced and all bids shall become a matter of public record. All Bidders and their representatives are invited to attend. The Bidder must show the bid number, bid name, time and date of the bid opening on the outside of the sealed bid package. Delivery of the sealed bids to the Purchasing Office on or before the above date is solely and strictly the responsibility of the Bidder. Late bids will be returned unopened to the Bidder.

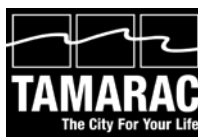
It is the Bidder's responsibility to read and understand the requirements of this bid. Unless otherwise specified, the Bidder must use the bid form furnished in the bid document. The Bidder is requested to submit **one (1) original and two (2) copies** of the bid. **The original bid must be manually and duly signed in ink by a Corporate Officer, Principal, or Partner with the authority to bind the bidding company or firm by his/her signature.** All bid forms must be typewritten or completed in ink. The Bidder must initial any erasures or corrections in ink. All bids shall be submitted in the English language. All prices, terms and conditions quoted in the submitted bid shall be expressed in U.S. Dollars, and will be firm for acceptance for sixty (60) calendar days from the date of the bid opening unless otherwise stated by the City.

The Bidder preparing a bid in response to this solicitation shall bear all expenses associated with its preparation. The Bidder shall prepare a bid with the understanding that no claim for reimbursement shall be submitted to the City for expenses related to its preparation.

The City reserves the right to charge a non-refundable fee for the purchase of a solicitation document, and / or for project plans related to the solicitation. Such requirement will be specified on the cover page of this document. Payment of such fee to the City shall be required in order for a bidder to be considered for the award of an agreement as a result of this solicitation.

2. BID DEPOSIT

When required on the cover page, a bid deposit or bid surety bond in the amount specified shall accompany the bid. Bid deposits shall be in the form of cash, certified check or cashier's check, drawn on a responsible bank doing business in the United States, and shall be made payable to the City of Tamarac. In lieu of a bid deposit, a bid surety provided by a firm licensed to business in the State of Florida shall be provided to the City. Any bid deposits will be returned to the Bidders at the time of contract award. The bid deposit of the successful vendor shall be returned upon receipt of acceptable Performance and/or Payment bonds.

**3. BONDING**

When required by the specification herein, the successful Bidder shall furnish a Performance and Payment bond, and/or Warranty bond, as stated on the cover page of this solicitation, on the City's forms, within fifteen (15) calendar days after notification of contract award. Failure to furnish the required bonds within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the City as liquidated damages and not as a penalty. Said sum shall be a fair estimate of the amount of damages the City would sustain due to Bidder's failure to furnish said bonds.

Pursuant to the requirements of Chapter 255.05 (1) (b), Florida Statutes, the Contractor shall ensure that the Bond or Bonds referenced above shall be recorded in the Public records of Broward County. Proof of recording must be submitted to the City prior to issuance of a purchase order. One (1) set of originals is required.

4. WITHDRAWAL OF BID

Any Bidder may withdraw its bid prior to the indicated opening time. The request for withdrawal must be submitted in writing to the Purchasing Office.

5. PUBLIC ENTITY CRIMES STATEMENT

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

6. NON-COLLUSIVE AFFIDAVIT

Each Contractor shall complete the Non-Collusive Affidavit Form and shall submit this form with the bid/proposal. The City considers the failure of the Contractor to submit this document to be a major irregularity, and may be cause for rejection of the Proposal.

7. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112 of the State of Florida Statutes. Bidders shall disclose the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the City or any of its agencies. . Further, all Offerors must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies. Furthermore, bidder shall not enter into any employment relationship with any individual or firm that creates a potential conflict of interest, or may present an opportunity for the inappropriate sharing of inside information or proprietary information related to this bid.

8. QUANTITIES

Quantities shown are estimates only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contract. The City reserves the right to decrease or increase quantities or add or

delete any item from the contract if it is determined that it best serves the interests of the City.

9. PRICES, PAYMENTS, DISCOUNTS & ELECTRONIC PAYMENTS

Firm Pricing: Bid prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, bid prices shall be fixed and firm for a period of sixty (60) calendar days, or ninety (90) calendar days when the contract must be approved by another agency. Payment will be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.

Prompt Payment Discounts: Bidders are encouraged to provide prompt payment terms in the space provided on the Bid Form. If no payment discount is offered, the Bidder shall enter zero (0) for the percentage discount to indicate net 30 days. If the Bidder does not enter a percentage discount, it is understood and agreed that the payment terms shall be 2% 10 days, net 30 days effective on the date that the City receives an accurate invoice or accepts the product, whichever is the later date. Payment is deemed made on the date of the mailing of the check. All payments shall be governed by the *Local Government Prompt Payment Act*, F.S. Chapter 218.

***** **IMPORTANT NOTE*******

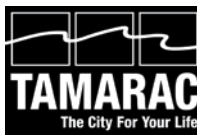
Payments by Electronic Funds Transfer: Effective October 1, 2013, ALL payments by the City will be made by Direct Deposit (ACH) via electronic funds transfer. No paper checks will be issued after that date. Vendors must register for direct deposit with the City prior to receiving any payments by providing a "City of Tamarac Consent for Direct Deposit" form (ACH Form) to the City's Financial Services Accounting Division. The form may be accessed on the City of Tamarac website at <http://www.tamarac.org/index.aspx?NID=622>. Please contact the Purchasing & Contracts Division at the number shown on this solicitation document herein as the first point of contact for more information.

10. DELIVERY

All items shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the bid price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the bid.

11. MANUFACTURER'S NAME & APPROVED EQUIVALENTS

Manufacturer's name, trade name, brand name information and/or model/catalog numbers are used in these specifications for information and establishment of a quality level desired, and are not intended to restrict competition unless otherwise specified in the bid. The Bidder may offer any brand which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model/catalog number. Bidder shall submit complete descriptive literature and/or specifications with the bid. The



burden of proof for specification compliance is solely on the Bidder. The City reserves the right to be the sole judge of what is equal and acceptable. Failure to provide this information within three (3) business days of the City's request may be grounds for bid disqualification. If Bidder fails to name a substitute, it will be assumed that the Bidder has submitted a bid which conforms in all aspects to the requirements of the bid document, and that the Bidder intends to furnish goods identical to the bid standard.

12. SAMPLES AND DEMONSTRATIONS

When requested, samples are to be furnished free of charge to the City. If a sample is requested it must be delivered within seven days of the request unless otherwise stated in the bid. Each sample must be marked with the Bidder's name and manufacture's brand name. The City will not be responsible for returning samples. The City may request a full demonstration of any product or service before the award of a contract. All demonstrations will be done at the expense of the Bidder.

13. BACKGROUND INVESTIGATION

As a part of the Bid evaluation process, the City may conduct a background investigation including a criminal record check of Bidder's officers and/or employees, by the Broward County Sheriff's Office. Bidder's submission of a bid constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Bidder's qualifications.

14. CONDITIONS OF MATERIALS

All materials and products supplied by the Bidder in conjunction with this bid shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Bidder at no cost to the City.

Successful Bidder shall furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

15. COPYRIGHTS OR PATENT RIGHTS

The Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

16. SAFETY STANDARDS

The Bidder warrants that the product(s) supplied to the City conform with all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

17. PERFORMANCE & WARRANTY

Failure on the part of the Bidder to comply with the conditions, terms, specifications and requirements of the bid shall be just

cause for cancellation of the bid award; notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance based contracting. The City may, by written notice to the Bidder, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

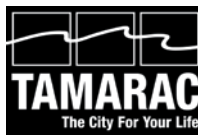
Upon award of any contract resultant from this solicitation, Contractor warrants the work against defects. In the event that defect occurs during this time, within a reasonable time after work has been performed, Contractor shall perform such steps as required to remedy the defects.

18. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful vendor.

19. TERMINATION

- a. **DEFAULT:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.
- b. **TERMINATION FOR CONVENIENCE OF CITY:** Notwithstanding any additional requirements for performance based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.
- c. **AGREEMENT SUBJECT TO FUNDING:** Any Agreement resulting from this solicitation shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City



Commission of the City of Tamarac in the annual budget for each.

20. ASSIGNMENT

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

21. EMPLOYEES

Employees of the Bidder shall at all times be under its sole direction and not an employee or agent of the City. The Bidder shall supply competent and physically capable employees. The City may require the Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Bidder shall be responsible to the City for the acts and omissions of all employees working under its directions.

22. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

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

23. TAXES

The City of Tamarac is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

24. OMISSION OF DETAILS

Omission of any essential details from these specifications will not relieve the Bidder of supplying such product(s) as specified.

25. INSURANCE REQUIREMENTS

Bidder agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

Bidder shall obtain at Bidder's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Bidder shall maintain such insurance in full force and effect during the life of this Agreement. Bidder shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. Bidder shall indemnify and save the City harmless from any damage resulting to it for failure of either Bidder or any subcontractor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the Bidder agrees to maintain during the term of this contract:

Line of Business/ Coverage	Limits	
	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 inquiries, suggestions, requests concerning clarification, or requests for additional information shall be submitted in writing to the Purchasing and Contracts Manager. The City of Tamarac reserves the right to amend this bid prior to the Bid opening date indicated by written addenda. Written addenda shall serve as the sole means of clarification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

**** **SPECIAL NOTE -- Addendums will only be issued electronically through the City's web-site. Vendors will be notified of the availability of new solicitations and addendums via e-mail or text message (per the vendor's choice). It is essential that all vendors receiving a bid or proposal either download the document from the City's web-site, or register as a plan holder. All bidders / proposers must visit <http://www.tamarac.org/bids.aspx>, and select the "NOTIFY ME" icon. This action will take the bidder/proposer to the "Notify Me" page. Once on the "Notify Me" page, enter the appropriate e-mail address to which notifications of solicitations and addendums should be sent. Bidders and proposers may also request notification by text message at this time. Upon completion of this process, a confirming e-mail will be sent to the individual who registered. You must click on the link provided to confirm registration for solicitation documents and addendums. Regardless of the means of transmission of an Addendum it is the responsibility of the bidder or proposer to insure that they have received all addendums issued for a solicitation prior to submitting a response.** ****

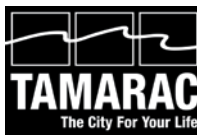
29. BID TABULATION

Bidders may download the bid tabulation directly from the Internet at <http://www.tamarac.org/bids.aspx>. The City does not notify unsuccessful Bidders of contract awards. Pursuant to Florida Statute Chapter 119, Section 071(1), sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §119.071(1) (b) (2), or within 30 days after bid/proposal opening, whichever is earlier.

30. RECORDS/AUDITS

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

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



the contract if the contractor does not transfer the records to the City.

- d. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
- e. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

31. UNBALANCED BIDS

When a unit price bid has variable or estimated quantities, and the bid shows evidence of unbalanced bid pricing, such bid may be rejected.

32. UNIT PRICES

Where a discrepancy between unit price and total price is indicated on a Bidder's submitted Schedule of Bid Prices or Price Proposal Form, the unit prices shall prevail.

33. VENUE

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

34. FORM AGREEMENT DOCUMENT

The City may attach as a part of this solicitation, a Form Agreement document. Bidders shall be responsible for complying with all of the terms and conditions of the Form Agreement document if included herein, except where variant or conflicting language may be included in any Special Conditions contained herein. Bidders shall note any deviation or variance with the Form Agreement document at the time of bid submission.

35. OTHER GOVERNMENTAL ENTITIES

If a Bidder is awarded a contract as a result of this Invitation for Bid, Bidder will, if Bidder has sufficient capacity, capability or quantities available to provide to other governmental agencies, so requesting the products or services awarded in accordance with the terms and conditions of the Invitation for Bid and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.

36. PUBLIC RECORDS CUSTODIAN

PUBLIC RECORDS CUSTODIAN:

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

CITY CLERK

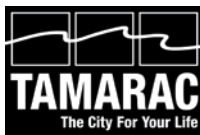
7525 NW 88TH AVENUE

ROOM 101

TAMARAC, FL 33321

(954) 597-3505

CITYCLERK@TAMARAC.ORG

**INVITATION TO BID****BID NO. 16-17B
CISCO NETWORK INFRASTRUCTURE REPLACEMENT**

Sealed bids, addressed to the Buyer of the City of Tamarac, Broward County, Florida, will be received in the Purchasing Office, Room 108, 7525 NW 88th Avenue, Tamarac, Florida 33321-2401 until 2:00 p.m. local time on Thursday, April 21, 2016 at which time bids will be publicly opened and announced for the Bid No. 16-17B Cisco Network Infrastructure Replacement.

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.

Submit one (1) original document, marked "Original" on its exterior and two (2) photocopies, prior to the bid opening deadline. Late bids will not be accepted. Bids shall be submitted on the official Bid Forms furnished with this bid package; and those submitted otherwise will not be considered responsive. The submittal should be plainly marked "City of Tamarac, Invitation for Bid #16-17B, Cisco Network Infrastructure Replacement" on the outside of the envelope.

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. For non-technical inquiries, contact the Purchasing Office at (954) 597-3570. For technical issues, direct questions in writing, through the Purchasing and Contracts Division to James Twigger, Assistant Director of Information Technology, (954) 597-3904, via email to James.Twigger@tamarac.org and to Annmarie.corbett@tamarac.org. Be sure to include the Project Name and Bid Number on all correspondence.

Ann Marie Corbett
Buyer

Publish Sun Sentinel: Thursday, April 7, 2016

TECHNICAL SPECIFICATIONS

The purpose of this Invitation for Bid (IFB) is to obtain quotes for Cisco network switches, on behalf of the City of Tamarac Information Technology Department, in conformity with the requirements contained herein.

Vendor is to provide a quote for the following Cisco switches, licensing, SMARTnet, components and cabling, as specified below. Cost break down is to be included in proposal.

#	Item	Description	Service Duration	Qty
City Hall - 24-Port Fiber Network Switch - IT Data Center				
1	WS-C3850-24XS-E	Cisco Catalyst 3850 24 Port 10G Fiber Switch IP Services	N/A	1
2	S3850UK9-37E	CAT3850 Universal k9 image	N/A	1
3	C3850-NM-4-10G	Cisco Catalyst 3850 4 x 10GE Network Module	N/A	1
4	CAB-TA-NA	North America AC Type A Power Cable	N/A	2
5	STACK-T1-50CM	50CM Type 1 Stacking Cable	N/A	1
6	CAB-SPWR-30CM	Catalyst 3750X and 3850 Stack Power Cable 30 CM	N/A	1
7	PWR-C1-715WAC	715W AC Config 1 Power Supply	N/A	1
8	CON-SNTP-WS850XSE	SNTC-24X7X4 Cisco Catalyst 3850 24 Port 10G Fiber Sw	60.0 month(s)	1
9	PWR-C1-715WAC/2	715W AC Config 1 Secondary Power Supply	N/A	1
Fire Station 15 - 48-Port Network Switch - IT Data Center				
10	WS-C3850-12X48U-E	Cisco Catalyst 3850 48 Port (12 mGig+36 Gig) UPoE IPServices	N/A	1
11	STACK-T1-50CM	50CM Type 1 Stacking Cable	N/A	1
12	CAB-SPWR-30CM	Catalyst 3750X and 3850 Stack Power Cable 30 CM	N/A	1
13	PWR-C1-1100WAC	1100W AC Config 1 Power Supply	N/A	1
14	S3850UK9-37E	CAT3850 Universal k9 image	N/A	1
15	PWR-C1-1100WAC/2	1100W AC Config 1 Secondary Power Supply	N/A	1
16	C3850-NM-8-10G	Cisco Catalyst 3850 8 x 10GE Network Module	N/A	1
17	CAB-TA-NA	North America AC Type A Power Cable	N/A	2
18	CON-SNTP-WSC385UE	SNTC-24X7X4 Cisco Catalyst 3850 48 Port (12 mGig+36	60.0 month(s)	1

Parks & Recreation Admin Building - 48-Port Network Switch – IDF

19	WS-C3850-48U-E	Cisco Catalyst 3850 48 Port UPOE IP Services	N/A	1
20	CON-SNTP-WS3848UE	SNTP-24X7X4 Cisco Catalyst 3850	60.0 month(s)	1
21	S3850UK9-37E	CAT3850 Universal k9 image	N/A	1
22	PWR-C1-1100WAC/2	1100W AC Config 1 Secondary Power Supply	N/A	1
23	C3850-NM-4-10G	Cisco Catalyst 3850 4 x 10GE Network Module	N/A	1
24	CAB-TA-NA	North America AC Type A Power Cable	N/A	2
25	STACK-T1-50CM	50CM Type 1 Stacking Cable	N/A	1
26	CAB-SPWR-30CM	Catalyst 3750X and 3850 Stack Power Cable 30 CM	N/A	1
27	PWR-C1-1100WAC	1100W AC Config 1 Power Supply	N/A	1

BSO - 48-Port Network Switch – IDF

28	WS-C3850-48U-E	Cisco Catalyst 3850 48 Port UPOE IP Services	N/A	1
29	CON-SNTP-WS3848UE	SNTP-24X7X4 Cisco Catalyst 3850	60.0 month(s)	1
30	S3850UK9-37E	CAT3850 Universal k9 image	N/A	1
31	PWR-C1-1100WAC/2	1100W AC Config 1 Secondary Power Supply	N/A	1
32	C3850-NM-4-10G	Cisco Catalyst 3850 4 x 10GE Network Module	N/A	1
33	CAB-TA-NA	North America AC Type A Power Cable	N/A	2
34	STACK-T1-50CM	50CM Type 1 Stacking Cable	N/A	1
35	CAB-SPWR-30CM	Catalyst 3750X and 3850 Stack Power Cable 30 CM	N/A	1
36	PWR-C1-1100WAC	1100W AC Config 1 Power Supply	N/A	1

City Hall and Fire Station 15 - Switching Infrastructure - Additional Cabling

37	SFP-H10GB-ACU7M	10GBASE-CU SFP+ Cable 7 Meter	N/A	4
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INSTRUCTIONS TO BIDDERS

BID NO. 16-17B CISCO NETWORK INFRASTRUCTURE REPLACEMENT PROJECT

It is the intent of the City to award this bid to the lowest responsible and responsive bidder. The City reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such rejection or waiver is deemed to be in the best interest of the City.

DESCRIPTION OF WORK

Bids are hereby requested from qualified Contractors for Cisco switches, licensing, SMARTnet, components and cabling, as previously listed in the Technical Specifications Section.

The Purchasing Office will receive written request for clarification concerning the meaning or interpretations of the bid, until **Thursday, April 14, 2016 by 12:00 Noon Eastern Time**; requests may be sent via facsimile to (954) 597-3565 or email to annmarie.corbett@tamarac.org. City personnel are authorized only to direct the attention of prospective proposers to various portions of the bid so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this bid or give information as to the requirements of the bid in addition to what is contained in the written bid documents.

ADDENDUMS

The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The City may provide written addenda up to **six (6)** calendar days before the date fixed for receiving the bid proposals. Any oral explanation(s) given before the bid opening will not be binding.

CONTACT INFORMATION

For technical inquiries, contact James Twigger, Assistant Director of Information Technology, through the Purchasing and Contracts Division at (954) 597-3904, or via email at James.Twigger@tamarac.org. For non-technical inquiries and to reach the Information Technology Department for technical inquiries, contact Ann Marie Corbett at the Purchasing and Contracts Division Office at (954) 597-3566 or by e-mail at Annmarie.corbett@tamarac.org.

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SPECIAL CONDITIONS**BID 16-17B
CISCO NETWORK INFRASTRUCTURE REPLACEMENT PROJECT****1. 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.

2. CONTRACTOR'S RESPONSIBILITY

All equipment provided pursuant to this agreement shall be in good and proper working order.

3. DELIVERY

All items shall be delivered F.O.B. destination to a specific City of Tamarac address. All delivery costs and charges must be included in the bid price. Please provide the City with anticipated delivery time on the bid form herein.

4. PAYMENT

The Contractor shall invoice the City and provide a written request to the City to commence the one-year warranty period.

5. CONTRACT DOCUMENTS

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

6. CHANGE ORDERS

Without invalidating the contract, without any monetary compensation, and without notice to any surety, the City reserves and shall have the right to make increases, decreases or other changes to the work as may be considered necessary or desirable to complete the proposed construction in a satisfactory manner. The Contractor shall not start work pursuant to the change order until a change order setting forth the adjustments is approved by the City, and executed by the City and Contractor. Once the change order is so approved, the Contractor shall promptly proceed with the work.

7. CHANGES IN THE CONTRACT PRICE**7.1 CONTRACT PRICE**

The Contract Price constitutes the total compensation (subject to authorized adjustments, if applicable) payable to the Contractor for providing the equipment. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Price or Time except as approved in writing by the City.

7.2 CHANGE ORDER

The Contract Price and/or Time may only be changed by a Change Order. **A fully executed change order for any extra work must exist before such extra work is begun.** Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. The amount of the claim with supporting data shall be delivered (unless the Owner/Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.

8. CHANGES IN CONTRACT TIME

CHANGE ORDER: The Contract Time may only be changed by a Change Order. A fully executed change order must exist prior to extension of the contract time.

9. CITY'S OPTION

In the event satisfactory adjustment cannot be reached by the City and the Contractor for any item requiring a change in the contract, and a change order has not been issued, the City reserves the right at its sole option to terminate the contract as it applies to these items in question and make such arrangements as the City deems necessary to complete the work. The cost of any work covered by a change order for an increase or decrease in the contract price shall be determined by mutual acceptance of a lump sum by the City and Contractor. If notice of any change in the contract or contract time is required to be given to a surety by the provisions of the bond, the giving of such notice shall be the Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the CITY. Failure of the Contractor to obtain such approval from the Surety may be a basis for termination of this Contract by the CITY.

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SPECIAL PROVISIONS**BID 16-17B
CISCO NETWORK INFRASTRUCTURE REPLACEMENT PROJECT****1. PURPOSE OF BID**

The City of Tamarac is hereby requesting Bids, from qualified Contractors for Cisco switches, licensing, SMARTnet, components and cabling, as previously listed in the Technical Specifications Section.

2. ENUMERATION OF CONTRACT DOCUMENTS

If any portion of the Contract Documents appears to be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence:

1. The Technical Specifications
2. The Special Provisions
3. Special Conditions
4. The Instructions to Bidders and General Terms and Conditions
5. The Sample Agreement

3. INTENT

It is the intent of the Contract Documents to describe a functionally complete Project in accordance with the Plans and Specifications. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implications, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of contract award, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the City, the Contractor, or any of their consultants, agents or employees from those set forth in the Contract Documents.

4. FAMILIARITY WITH THE TOTAL SCOPE OF THE PROJECT

The Contractor shall be familiar with the total scope of the project prior to commencement of any work.

5. CITY'S RESPONSIBILITIES

5.1 The City shall designate a representative authorized to act on the City's behalf with respect to the Project.

5.2 If the City observes or otherwise becomes aware of a fault or defect in the equipment delivered or nonconformity with the Contract Documents, the City shall give prompt written notice thereof to the Contractor.

6. CREDIT CARD PURCHASES

The City of Tamarac desires to have the ability to use a city credit card for payment. Contractors are encouraged to allow for the use of city credit cards as payment by the City.

7. CHANGE QUANTITIES/CHANGE ORDERS

7.1 The City, without invalidating this Agreement, may order additions, deletions or revisions to the Work. A written Amendment, Change Order or Work Change Directive shall authorize such additions, deletions or revisions.

7.2 All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this Project, increase the cost of the Work to the City or which extend the time for completion, must be formally authorized and approved by the appropriate City authority prior to their issuance and before Work may begin.

7.3 The Contract Price and Contract Time shall be changed only by Change Order or written Amendment.

7.4 The Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented.

7.5 Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to the City not later than fifteen (15) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the contract time will be valid if not submitted in accordance with this Paragraph.

7.6 The cost or credit to the City from a change in the Work shall be determined by one or more of the following ways:

7.6.1 By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation where unit prices do not exist in the contract documents;

7.6.2 By unit prices stated in the Contract Documents or subsequently agreed upon.

8. WARRANTIES

8.1 The Contractor warrants that all equipment, materials and Workmanship furnished, whether furnished by the Contractor or its subcontractors and Suppliers, will comply with the Technical Specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a Workmanlike manner.

8.2 The Contractor warrants to the City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

8.3 The Contractor warrants to the City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

COMPANY NAME: (Please Print):_____

Phone:_____ **Fax:**_____

BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...

1. ☐ Carefully read the General Terms & Conditions, Special Conditions and Special Provisions.
2. ☐ Properly fill out the **Bid Forms and the Schedule of Bid Prices**.
3. ☐ Fill out and sign the **Non-Collusive Affidavit** and have it properly notarized.
4. ☐ Sign the **Certification** page. **Failure to do so may result in your Bid being deemed non-responsive.**
5. ☐ Fill out the **Bidder's Qualification Statement**.
6. ☐ Fill out the **References** page.
7. ☐ Sign the **Vendor Drug Free Workplace Form**.
8. ☐ **Include proof of insurance.**

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.

Make sure your Bid is submitted PRIOR to the deadline.

Late Bids will not be accepted.

Failure to provide the requested attachments may result in your bid being deemed non-responsive.

THIS SHOULD BE THE FIRST PAGE OF YOUR BID.

BID FORM

BID NO. 16-17B

CISCO NETWORK INFRASTRUCTURE REPLACEMENT PROJECT

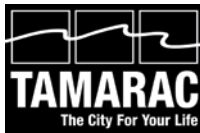
The City of Tamarac is hereby requesting Bids from qualified contractors for Cisco switches, licensing, SMARTnet, components and cabling, as previously listed in the Technical Specifications Section.

We propose to furnish the following items in conformity with the specifications and at the indicated bid prices. The bid prices quoted have been checked and certified to be correct. Said prices are fixed and firm and shall be paid to Bidder for the successful completion of its obligation as specified in the contract documents.

In the event of obvious mathematical errors, the Bidder recognizes that these are clerical in nature and may be corrected by City.

For each bid item, Bidder agrees to furnish all equipment necessary to properly perform the work described herein. A more detailed description of Pay Items are located throughout the Technical Specifications. It is the intent of the City to award this bid based on the Total Base Bid for all bid items. In the event of latent multiplication or addition errors, the Bidder recognizes that these are clerical errors and may be corrected by the Owner.

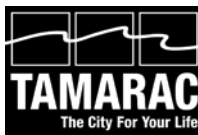
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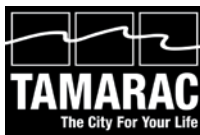
BID SCHEDULE

Bidder agrees that any unit price listed is to be multiplied by the estimated quantity requirements listed below in order to arrive at the total price.

For each item, Bidder agrees to furnish all equipment necessary to properly perform the work described. It is the intent of the City to award this contract based on the Grand Total Base bid for all bid items. In the event of latent multiplication or addition errors, the Bidder recognizes that these are clerical errors and may be corrected by the Owner.



#	Item	Description	Service Duration	Qty	Price	Total
City Hall - 24-Port Fiber Network Switch - IT Data Center						
1	WS-C3850-24XS-E	Cisco Catalyst 3850 24 Port 10G Fiber Switch IP Services	N/A	1		\$0.00
2	S3850UK9-37E	CAT3850 Universal k9 image	N/A	1		\$0.00
3	C3850-NM-4-10G	Cisco Catalyst 3850 4 x 10GE Network Module	N/A	1		\$0.00
4	CAB-TA-NA	North America AC Type A Power Cable	N/A	2		\$0.00
5	STACK-T1-50CM	50CM Type 1 Stacking Cable	N/A	1		\$0.00
6	CAB-SPWR-30CM	Catalyst 3750X and 3850 Stack Power Cable 30 CM	N/A	1		\$0.00
7	PWR-C1-715WAC	715W AC Config 1 Power Supply	N/A	1		\$0.00
8	CON-SNTP-WS850XSE	SNTPC-24X7X4 Cisco Catalyst 3850 24 Port 10G Fiber Sw	60.0 month(s)	1		\$0.00
9	PWR-C1-715WAC/2	715W AC Config 1 Secondary Power Supply	N/A	1		\$0.00
Total						\$0.00
Fire Station 15 - 48-Port Network Switch - IT Data Center						
10	WS-C3850-12X48U-E	Cisco Catalyst 3850 48 Port (12 mGig+36 Gig) UPoE IPServices	N/A	1		\$0.00
11	STACK-T1-50CM	50CM Type 1 Stacking Cable	N/A	1		\$0.00
12	CAB-SPWR-30CM	Catalyst 3750X and 3850 Stack Power Cable 30 CM	N/A	1		\$0.00
13	PWR-C1-1100WAC	1100W AC Config 1 Power Supply	N/A	1		\$0.00
14	S3850UK9-37E	CAT3850 Universal k9 image	N/A	1		\$0.00
15	PWR-C1-1100WAC/2	1100W AC Config 1 Secondary Power Supply	N/A	1		\$0.00
16	C3850-NM-8-10G	Cisco Catalyst 3850 8 x 10GE Network Module	N/A	1		\$0.00
17	CAB-TA-NA	North America AC Type A Power Cable	N/A	2		\$0.00
18	CON-SNTP-WSC385UE	SNTPC-24X7X4 Cisco Catalyst 3850 48 Port (12 mGig+36	60.0 month(s)	1		\$0.00
Total						\$0.00
Parks & Recreation Admin Building - 48-Port Network Switch – IDF						
19	WS-C3850-48U-E	Cisco Catalyst 3850 48 Port UPOE IP Services	N/A	1		\$0.00
20	CON-SNTP-WS3848UE	SNTPC-24X7X4 Cisco Catalyst 3850	60.0 month(s)	1		\$0.00
21	S3850UK9-37E	CAT3850 Universal k9 image	N/A	1		\$0.00
22	PWR-C1-1100WAC/2	1100W AC Config 1 Secondary Power Supply	N/A	1		\$0.00
23	C3850-NM-4-10G	Cisco Catalyst 3850 4 x 10GE Network Module	N/A	1		\$0.00
24	CAB-TA-NA	North America AC Type A Power Cable	N/A	2		\$0.00
25	STACK-T1-50CM	50CM Type 1 Stacking Cable	N/A	1		\$0.00
26	CAB-SPWR-30CM	Catalyst 3750X and 3850 Stack Power Cable 30 CM	N/A	1		\$0.00
27	PWR-C1-1100WAC	1100W AC Config 1 Power Supply	N/A	1		\$0.00
Total						\$0.00
BSO - 48-Port Network Switch – IDF						
28	WS-C3850-48U-E	Cisco Catalyst 3850 48 Port UPOE IP Services	N/A	1		\$0.00
29	CON-SNTP-WS3848UE	SNTPC-24X7X4 Cisco Catalyst 3850	60.0 month(s)	1		\$0.00
30	S3850UK9-37E	CAT3850 Universal k9 image	N/A	1		\$0.00
31	PWR-C1-1100WAC/2	1100W AC Config 1 Secondary Power Supply	N/A	1		\$0.00
32	C3850-NM-4-10G	Cisco Catalyst 3850 4 x 10GE Network Module	N/A	1		\$0.00
33	CAB-TA-NA	North America AC Type A Power Cable	N/A	2		\$0.00
34	STACK-T1-50CM	50CM Type 1 Stacking Cable	N/A	1		\$0.00
35	CAB-SPWR-30CM	Catalyst 3750X and 3850 Stack Power Cable 30 CM	N/A	1		\$0.00
36	PWR-C1-1100WAC	1100W AC Config 1 Power Supply	N/A	1		\$0.00
Total						\$0.00
City Hall and Fire Station 15 - Switching Infrastructure - Additional Cabling						
37	SFP-H10GB-ACU7M	10GBASE-CU SFP+ Cable 7 Meter	N/A	4		\$0.00
Total						\$0.00
Grand Total						\$0.00

**BID FORM**
(continued)**BID NO. 16-17B****CISCO NETWORK INFRASTRUCTURE REPLACEMENT PROJECT**

Submitted by: _____ Date _____

THIS BID IS SUBMITTED TO:

City of Tamarac
Purchasing and Contracts Manager
7525 Northwest 88th Avenue
Tamarac, Florida 33321

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into a contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this bid.
2. This bid will remain subject to acceptance for ninety (90) days after the day of bid opening. Bidder will sign and submit the necessary documents required by the City within fifteen (15) days prior to the date of the City's Award.
 - a. Bidder has familiarized itself with the nature and extent of the contract documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - b. Bidder has given the City written notice of all conflicts, errors or discrepancies that it has discovered in the contract documents and the written resolution thereof by the City is acceptable to Bidder.
 - c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.
3. Bidder will complete the Work for the prices shown in the "Bid Form".
4. Bidder agrees that the Work will be substantially performed and complete in accordance with the schedules established herein.

BID FORM
(continued)**BID NO. 16-17B****CISCO NETWORK INFRASTRUCTURE REPLACEMENT PROJECT**

The City reserves the right to reject any bid, if it deems that a vendor has deliberately provided erroneous information. The undersigned declare to have specific and legal authorization to obligate their firm to the terms of this bid, and further, that they have examined the Invitation to Bid, the instructions to Bidders, the Specifications, and other documents included in this bid request, and hereby promises and agrees that, if this bid is accepted, they will faithfully fulfill the terms of this bid together with all guarantees and warranties thereto. The undersigned bidding firm further certifies the product and/or equipment meets or exceeds the specification as stated in the bid package; and also agrees that products and/or equipment to be delivered which fail to meet bid specifications will be rejected by the City within thirty (30) days of delivery. Return of rejection will be at the expense of the bidder.

Authorized Signature_____
Company Name_____
Typed/Printed Name_____
Address_____
Telephone_____
City, State, ZIP_____
Fax_____
Federal Tax ID Number_____
Email address for above signer (if any)_____
Contractor's License Number

BID FORM
(continued)**BID NO. 16-17B****CISCO NETWORK INFRASTRUCTURE REPLACEMENT PROJECT**

Bidder's Name: _____

TERMS: _____ % (percent discount, if any, if payment made within _____ **DAYS**;
otherwise, terms are NET 30 days.

The City of Tamarac desires to have the ability to use a city credit card for payment. Will your firm accept a Visa credit card as payment from the City of Tamarac?

☐ Yes ☐ No

Delivery/completion: _____ calendar days after receipt of Notice to Proceed or Purchase Order, whichever is applicable for this project.

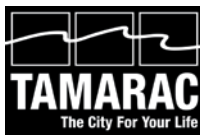
To be considered eligible for award, **one (1) original and two (2) copies of this bid form should** be submitted with the Bid. One original bid **must** be submitted at time of bid opening. Copies **must** be provided within 3 business days of City's request.

NOTE: Bid submittals without the manual signature of an authorized agent of the Bidder, as evidenced by completion of the Certified Resolution form contained herein (or acceptable Corporate Resolution) may be deemed non-responsive and ineligible for award.

NOTE: Bid submittals without the manual signature of an authorized agent of the Bidder shall be deemed non-responsive and ineligible for award.

IF "NO BID" IS OFFERED, PLEASE PROVIDE THE FOLLOWING INFORMATION:

Please indicate reason(s) why a Bid Proposal is not being submitted at this time. Return the Bid Form to avoid removal of Bidder from the City of Tamarac's vendor listing.



NON-COLLUSIVE AFFIDAVIT

State of _____)
)ss.
County of _____)

_____ being first duly sworn, deposes
and says that:

He/she is the _____, (Owner, Partner, Officer, Representative
or Agent) of _____, the Offeror that has submitted the
attached Proposal;

5. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
6. Such Proposal is genuine and is not a collusive or sham Proposal;
7. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
8. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

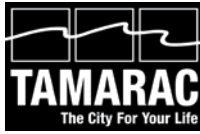
Witness

Witness

By _____

Printed Name

Title



ACKNOWLEDGMENT
NON-COLLUSIVE AFFIDAVIT

State of Florida

County of _____

On this the ____ day of _____, 20____, before me, the undersigned Notary Public of the State of Florida, personally appeared

_____ and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

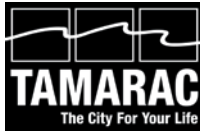
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public: Print,
Stamp, or Type as Commissioned)

☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

☐ DID take an oath, or ☐ DID NOT take an oath

**CERTIFICATION****THIS DOCUMENT MUST BE SUBMITTED WITH THE BID**

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we (I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation To Bid.

Indicate which type of organization below:

INDIVIDUAL ☐PARTNERSHIP ☐CORPORATION ☐OTHER ☐

If "Other", Explain: _____

Authorized Signature_____
Company Name_____
Typed/Printed Name_____
Address_____
Telephone_____
City, State, ZIP_____
Fax_____
Federal Tax ID Number_____
Email address for above signer (if any)_____
Contractor's License Number

BIDDER'S QUALIFICATION STATEMENT

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

Name of Company _____
Address _____
City State Zip _____
Telephone _____
Fax Number _____

1. How many years has your organization been in business under its present name?
_____ Years
2. If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute: _____
3. Under what former name(s) has your business operated?

List former address(es) of that business (if any).

4. Are you Certified? Yes ☐ No ☐ If Yes, attach copy of Certification
5. Are you Licensed? Yes ☐ No ☐ If Yes, attach copy of License
6. Has your company ever declared bankruptcy? Yes ☐ No ☐

If Yes, explain: _____

7. Are you a Sales Representative ☐ Distributor ☐ Broker ☐ or Manufacturer ☐
of the commodities/services bid upon?
8. Have you ever received a contract or a purchase order from the City of Tamarac or other
governmental entity? Yes ☐ No ☐ If yes, explain (date, service/project, bid title etc.)

9. Have you ever received a complaint on a contract or bid awarded to you by any
governmental entity? Yes ☐ No ☐ If yes, explain: _____

10. Have you ever been debarred or suspended from doing business with any governmental
entity? Yes ☐ No ☐ If yes, explain: _____

REFERENCES

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

VENDOR DRUG-FREE WORKPLACE

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

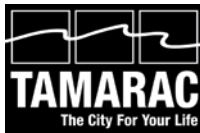
IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

9. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
10. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
11. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
12. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
13. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

 Authorized Signature

 Company Name



CERTIFIED RESOLUTION

I, _____ (Name), the duly elected Secretary of _____ (Corporate Title), a corporation organized and existing under the laws of the State of _____, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT _____ (Name)", the duly elected _____ (Title of Officer) of _____ (Corporate Title) be and is hereby authorized to execute and submit a Bid and/or Bid Bond, if such bond is required, to the City of Tamarac and **such other instruments in writing as may be necessary on behalf of the said corporation**; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Tamarac shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this ____ day of _____, 20__.

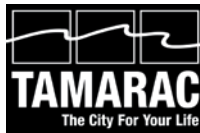
(SEAL)

By: _____
Secretary

Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Tamarac that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

**CHANGE ORDER**

DATE OF ISSUANCE: _____ CHANGE ORDER NO. _____

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

BID NO. _____ PROJECT NO. _____

CONTRACTOR _____ P.O. NUMBER _____

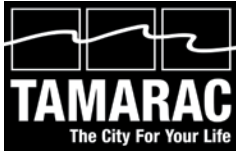
IN COMPLIANCE WITH SPECIFICATIONS IN THE ABOVE REFERENCED CONTRACT, THE CONTRACTOR AND THE CITY DO BOTH HEREBY AGREE THAT THE CONTRACTOR SHALL MAKE THE FOLLOWING CHANGES, ADDITIONS OR DELETIONS TO THE WORK SPECIFIED IN THE PLANS AND SPECIFICATIONS:

DESCRIPTION: _____

PURPOSE OF CHANGE ORDER: _____

CHANGE IN CONTRACT PRICE		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	
\$			

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



CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
"Committed to Excellence...Always"

ADDENDUM NO. 1

DATE: 04/06/2016

BID NO. 16-17B
CISCO NETWORK INFRASTRUCTURE REPLACEMENT

This addendum shall modify and become a part of the original Bid Document. The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Documents for Bid No. 16-17B – Cisco Network Infrastructure Replacement

TO ALL PROSPECTIVE BIDDERS:

Please note responses to the following questions. Responses are shown in italic type.

1. Will this bid be awarded to one vendor or will it be awarded by line item?
 - *Award shall be made to one (1) firm with the lowest responsive and responsible aggregate Bid.*
 2. Can other brands of switches such as HP or Brocade be quoted instead of Cisco switches?
 - *No, per the IFB, please quote only the specific Cisco equipment listed due to compatibility with existing equipment already on site.*
-

Please return and/or acknowledge this Addendum No.1 with your bid submittal due **April 21, 2016 by 2:00 PM local time to Tamarac City Hall, RM 108, 7525 NW 88th Ave., Tamarac, FL 33321.**

Sincerely,

Ann Marie Corbett
Buyer

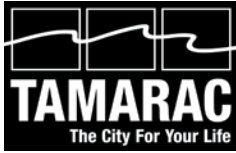
Please Acknowledge Receipt and Review of this Addendum:

Company Name: _____

Authorized Signature: _____

Date: _____

Printed Name: _____



CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
"Committed to Excellence...Always"

ADDENDUM NO. 2

DATE: 04/08/2016

BID NO. 16-17B
CISCO NETWORK INFRASTRUCTURE REPLACEMENT

This addendum shall modify and become a part of the original Bid Document. The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Documents for Bid No. 16-17B – Cisco Network Infrastructure Replacement

TO ALL PROSPECTIVE BIDDERS:

Please note responses to the following questions. Responses are shown in italic type.

1. Could you confirm if there is a cost estimate?
 - *The City is estimating the cost to be in the range of \$85,000 – 100,000*
 2. Is the Bid only to purchase Cisco equipment without installation?
 - *Equipment only, no installation.*
-

Please return and/or acknowledge this Addendum No.2 with your bid submittal due **April 21, 2016 by 2:00 PM local time to Tamarac City Hall, RM 108, 7525 NW 88th Ave., Tamarac, FL 33321.**

Sincerely,

Ann Marie Corbett
Buyer

Please Acknowledge Receipt and Review of this Addendum:

Company Name: _____

Authorized Signature: _____

Date: _____

Printed Name: _____