



CITY OF TAMARAC
NOTICE OF WORKSHOP MEETING
CITY COMMISSION OF TAMARAC, FL
City Hall - Conference Room 105
December 12, 2016

CALL TO ORDER:

9:30 a.m.

ROLL CALL:

PLEDGE OF ALLEGIANCE:

Commissioner Michelle J. Gomez

1. BSO Crime Statistics Update

BSO Crime Statistics Update - ***BSO District 7 Lieutenant Steve Feeley***

2. Presentation on Purchasing Processes and Procedures for the City of Tamarac

Presentation on Purchasing Processes and Procedures for the City of Tamarac -
Purchasing/Contracts Manager Keith Glatz

3. TO2353 - Woodmont Country Club - Restated Development Agreement

Item No. 8 (a) on Ordinances on First Reading. (TO2353) An Ordinance of the City Commission of the City of Tamarac, Florida, approving and authorizing the Mayor, Vice-Mayor, or City Manager of the City of Tamarac, Florida, on behalf of the City, to execute and to otherwise enter into an amended and restated Development Agreement between the City of Tamarac, Pulte Home Corporation and Woodmont Country Club, Inc., for the development of property located within the Woodmont Plat, as recorded in Plat Book 88, Page 20, of the public records of Broward County, Florida, and as more fully described in the amended and restated Development Agreement which is attached hereto as Exhibit "A"; authorizing the appropriate City Officials to do all things necessary to effectuate the intent of this ordinance; providing for conflicts; providing for severability; and providing for an effective date. - ***Community Development Director Maxine Calloway and Attorney Scott Backman***

Commission District(s): District 4

4. TR12889 - Purchase of Cardiac Defibrillators and Monitors

Item No. 6 (i) on the Consent Agenda. (TR12889) A Resolution of the City Commission of the City of Tamarac, Florida authorizing the appropriate City Officials to execute an Agreement for the purchase of nine (9) ZOLL X-Series manual cardiac monitor/defibrillators with related accessories from ZOLL Medical Corporation, a vendor under the National Purchasing Partners Agreement, for an amount not to exceed a total of \$230,911.02; authorizing the trade in of nine (9) Physio-Control outdated cardiac monitors and defibrillators; providing for conflicts; providing for severability, and providing for an effective date. - ***Assistant Operations Chief Percy Sayles, Division Chief Professional Standards Steve Stillwell and Purchasing/Contracts Manager Keith Glatz***

5. TR12882 - Greenleaf Filter Media Replacement - Bid No. 16-20B

Item No. 6 (g) on the Consent Agenda. (TR12882) A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No. 16-20B to RF Environmental Services, Inc., and authorizing the appropriate City Officials to execute the agreement between the City of Tamarac and RF Environmental Services, Inc. for an amount of \$529,000 for the Greenleaf Filter Media Replacement Project located at the Tamarac Utilities Water Treatment Plant site; a contingency in the amount of \$105,800 will be added to the project account for a total amount of \$634,800; authorizing an expenditure from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date. - **Public Services Director Jack Strain, Assistant Public Works Director John Doherty and Purchasing/Contracts Manager Keith Glatz**

Commission District(s): Citywide

6. TR12892 - Bid 17-01B Aquatic Center Pumping System Improvements Project

Item No. 6 (e) on the Consent Agenda. (TR12892) A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to award Bid No. 17-01B and execute an Agreement with R.J. Sullivan Corp., for the Aquatic Center Pumping System Improvements Project, for an amount not to exceed \$367,500; a contingency amount of \$22,500 will be added to the project account for a total project budget of \$390,000; authorizing an expenditure of \$367,500 plus contingency of \$22,500; providing for conflicts; providing for severability; and providing for an effective date. - **Parks & Recreation Director Greg Warner and Purchasing/Contracts Manager Keith Glatz**

Commission District(s): District 2

7. TR12888 - Awarding ITB# 16-16-RB for Fire Station 15 Bay Door Replacement Bid

Item 6 (d) on the Consent Agenda. (TR12888) A Resolution of the City Commission of the City of Tamarac, Florida approving the award of Invitation To Bid (ITB) # 16-16-RB to Miner Florida LTD. for the purchase and replacement of Fire Station 15 four-fold bay doors in an amount not to exceed \$188,746.67 which includes a not to exceed cost of \$171,587.89 and a contingency of \$17,158.78, and to authorize the appropriate City Officials to execute an agreement with Miner Florida LTD. providing for conflicts; providing for severability; and providing for an effective date. **Assistant Chief/Operations Percy Sayles, Assistant Public Works Director/City Engineer John Doherty and Purchasing Contracts Manager Keith Glatz**

Commission District(s): District 2

8. TR12886 - FY 2015-2016 Consolidated Annual Performance Evaluation Report (CAPER)

Item 6 (c) on the Consent Agenda. (TR1286) A Resolution of the City Commission of the City of Tamarac, Florida approving the Consolidated Annual Performance Evaluation Report (CAPER FY2015-2016) which is attached hereto as Exhibit "A" for the U.S. Department of Housing & Urban Development (HUD)'s Community Development Block Grant (CDBG) Programs for HUD's Fiscal Year 2015-2016; providing for conflicts; providing for severability; and providing for an effective date. - **Community Development Director Maxine Calloway and Coleen Christie**

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.

A handwritten signature in blue ink, reading "Patricia Teufel". The signature is written in a cursive style with a large initial "P" and a long, sweeping underline.

Patricia Teufel, CMC
City Clerk



Title - 9:30 a.m.

9:30 a.m.



Title - Commissioner Michelle J. Gomez

Commissioner Michelle J. Gomez



Title - BSO Crime Statistics Update

BSO Crime Statistics Update - ***BSO District 7 Lieutenant Steve Feeley***



Title - Presentation on Purchasing Processes and Procedures for the City of Tamarac

Presentation on Purchasing Processes and Procedures for the City of Tamarac -
Purchasing/Contracts Manager Keith Glatz



Title - TO2353 - Woodmont Country Club - Restated Development Agreement

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Commission District(s):

District 4

ATTACHMENTS:

Description	Upload Date	Type
▢ Memo	12/7/2016	Cover Memo
▢ Ordinance	12/7/2016	Ordinance
▢ Exhibit A - Amended and Restated Development Agreement	12/7/2016	Exhibit
▢ Exhibits to Development Agreement Part 1 of 2	12/7/2016	Exhibit
▢ Exhibits to Development Agreement Part 2 of 2	12/7/2016	Exhibit

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 16-11-001M
COMMUNITY DEVELOPMENT DEPARTMENT

TO:	Michael C. Cernech, City Manager	DATE:	November 30, 2016
FROM:	Maxine Calloway, Director of Community Development	RE:	Woodmont / Pulte Amended and Restated Development Agreement
		CASE#:	6-MI-13
		TEMP. ORD. NO.:	2353

RECOMMENDATION: The Director of Community Development recommends that the City Commission open a Public Hearing regarding the Amended and Restated Development Agreement in order to solicit input regarding same. It is further recommended that the City Commission grant conditional approval of the Amended and Restated Development Agreement at the first of two public hearings.

ISSUE: Woodmont Country Club Inc., and Pulte Home Corporation seek to enter into an Amended and Restated Development Agreement with the City, in accordance with Section 163.3223, Florida Statutes.

BACKGROUND: Florida Statutes 163.3223 authorizes any local government, by ordinance, to establish procedures and requirements, as provided in 163.3220 through 163.3243, and to enter into a development agreement with any person having legal or equitable interest in real property located within its jurisdiction. On July 9, 2014, the City of Tamarac entered into a Development Agreement with Woodmont Country Club, Inc., for the permitting and development of approximately 285 acres of property with the following uses; (i) up to 152 single family residential units not to exceed two (2) stories in height, generating a total population projection of approximately 324 persons; (ii) twenty seven (27) holes of golf and ancillary country club uses not to exceed 40 feet in height; (iii) public and private bodies of water; (iv) up to 28,000 square feet of commercial use, maximum 40 feet in height, on approximately four and one half (4.5) acres of land; and (v) other uses consistent and compatible with the Property's land use and zoning designations as may be permitted by the City.

Florida Statutes 163.3237 further provides for the ability of a local government to amend or cancel a development agreement, by mutual consent of the parties to the agreement or by their successors in interest. Woodmont Country Club Inc., and the City therefore, by mutual consent, seek to amend and restate the development agreement to incorporate and further clarify certain procedures and requirements as provided in Florida Statutes 163.3220 through 163.3243.

The amended and restated development agreement (Amended & Restated Agreement), which is attached as Exhibit "A", outlines a plan and certain new and otherwise refined obligations

relative to the permitting and development of the approximately 285 acres of property as further outlined below:

NEW OR REFINED OBLIGATIONS/COMMITMENTS:

- Title: The title of the development agreement has changed to Amended and Restated Development Agreement which, upon adoption, will replace the previously approved and recorded development agreement in its entirety.
- Preamble: Pulte Home Corporation, the purported contract purchaser of the residential parcels is now a party to the Amended and Restated Development Agreement.
- Paragraph 5. Development Applications: This section of the Amended and Restated Agreement was revised to establish a new trigger by which all substantial completion of certain development/improvements will be measured. Specifically, “Applications” was defined to mean the approval of the Future Land Use Plan Amendment (done), Rezoning (done) and Residential Site Plan (pending).
- Paragraph 9. Improvements and Maintenance: Construction and maintenance contribution limits for the golf course were revised from \$448,000 combined over a five (5) year period to \$4,750,000 combined over a 5 year period. The minimum contribution for the improvements and upgrades to the golf course was revised from \$448,000 to \$750,000. The annual minimum contribution for maintenance of the golf course remained at \$800,000.

Language has been added to obligate Woodmont to bear the full cost of the City’s golf course consultant, up to a maximum of \$7,200, which reflects the total cost of the City’s contract with Beebe and Associates, who was retained by the City to conduct a peer review of the golf course upgrades masterplan. In addition “substantial completion” of the golf course was defined to mean occupied or used for its intended purpose, void of safety concerns, which includes, but shall not be limited to installation of cart paths, sand installed in bunkers, functioning irrigation, installation of mature tree planting program, maintenance building, buffer wall construction and planting of all new grass. “Substantial Completion” of the golf course upgrades was revised from 18 months to 12 months, providing that the site plan for the Golf Course Upgrades is approved by the City Commission on or before March 1, 2017 (Golf Course Site Plan has been formally submitted to the City for review).

In addition, as assurances guaranteeing construction and completion of the Golf Course Upgrades, the City will withhold issuance of building permits for the vertical construction of homes within the Residential Parcels until Woodmont commences construction of the Golf Course Upgrades. This paragraph further provides that prior to the issuance of a building permit for the Golf Course Upgrades or the New Maintenance Building, Woodmont will (1) provide to City evidence of a written agreement between Woodmont and a general contractor or golf course general contractor establishing such contractors oversight for construction and completion of the Golf Course Upgrades. In addition, a cash deposit representing one hundred (100%) percent of the itemized estimated cost of the golf course upgrades and new maintenance building has been added to the Amended and Restated Agreement as further assurance guaranteeing construction and

completion of the golf course upgrades. The itemized cost estimate establishing the amount for the escrowed funds shall be prepared and certified by a licensed professional (i.e., engineer, landscaping architect, general contractor, etc.) registered in the State of Florida as further assurances, guaranteeing construction and completion of the golf course upgrades. The escrow funds may be released by the escrow Agent and utilized by Woodmont solely for payment to contractors performing the golf course upgrades. In addition, the Woodmont further covenants and agrees to bear the full cost of the City's Golf Course Consultant, who will be retained by the City to review and validate the itemized cost estimates.

- Paragraph 10. Development of New Clubhouse: The size of the Cart Barn was revised from 4,000 - 6,000 to 5,000 – 8,000 to be in line with the actual size of the proposed cart barn which is 7,202 sq. ft. The New Clubhouse is expected to be “substantially completed” no later than 18 months from approval of Applications as defined above.

In addition, as further assurances guaranteeing construction and completion of the New Clubhouse, and upon Pulte consummating the closing on its acquisition of the Residential Parcels from Developer, the sum of Two Million Four Hundred Thousand (\$2,400,000.00) Dollars from the closing proceeds shall be held in escrow by Pulte, who shall disburse such escrowed funds pursuant to a customary draw schedule to be agreed upon between Pulte and Woodmont for construction of the New Clubhouse. Upon Woodmont's substantial completion of the New Clubhouse, any balance of funds remaining in escrow pursuant to this section of the Amended and Restated Agreement shall be immediately released to Woodmont. In the event that Woodmont fails to substantially complete construction of the New Clubhouse, as provided in the Amended and Restated Agreement, Pulte may use the balance of the escrowed funds to substantially complete construction of the New Clubhouse. In such event, provided Pulte undertakes efforts to complete the New Clubhouse and diligently pursues same, then the City agrees to not unreasonably delay, condition or withhold issuance of permits and certificates of occupancy for development within the Residential Parcels.

In addition to the \$2,400,000.00 held by Pulte, and as further assurances guaranteeing construction and completion of the New Clubhouse, Woodmont or its designee shall obtain a completion bond to secure completion of the New Clubhouse. The bond shall be posted by Woodmont or its designee with Pulte in the amount of one hundred (100) percent of the itemized estimated cost, prepared and certified by a licensed professional (i.e., engineer, general contractor, etc.) registered in the State of Florida. This bond shall be cash, irrevocable bank letter of credit, a cashier's check or other negotiable instrument, or a surety bond, a sample of which is incorporated in the Amended and Restated Agreement as **Exhibit “K”**, written by a company listed in the latest version of circular 570 standard Surety Companies Acceptable on Federal Bonds.

- Paragraph 12. Public Services and Facilities: This provision was revised to clarify the City's water and wastewater capacity and to further require Woodmont/Pulte to extend or expand the infrastructure in order to provide the service for the proposed development.
- Paragraph 14. Interior Roadways and Traffic Management Plan: This provision was revised to obligation Pulte along with Woodmont to pay the One Hundred and Fifty

Thousand (\$150,000.00) Dollars to the City to be used for a street improvement study and any recommended improvements to the interior roadway system of Woodmont related to the development of new homes within Woodmont.

- Paragraph 15. Parks and Recreation and Buffer Wall. Instead of the City being paid a minimum of \$250,000.00 to construct the buffer walls on Southgate Boulevard, this provision was revised to now obligate Woodmont or Pulte, as applicable, to construct the walls along Southgate Boulevard, consistent with the City's design and specifications.

Specifically, Pulte shall construct a six-foot (6') post and panel pre-fabricated wall adjacent to Pod E (approximately 1,200 linear feet) to be constructed during the residential development of Pod E and "substantially completed" prior to the issuance of a certificate of occupancy for the first unit in Pod E. For the purpose of the post and panel pre-fabricated wall, "substantial completion" shall mean issuance of a certificate of completion by the City for the wall.

In addition, Woodmont shall construct a six-foot (6') decorative fence with six-foot (6') masonry columns (20' on center) adjacent to the golf hole along Southgate Boulevard (approximately 1,675 linear feet) to be constructed during the Golf Course Upgrades and "substantially completed" no later than twelve (12) months from approval of the Applications by the City Commission. For the purpose of the decorative fence with masonry columns, "substantial completion" shall mean issuance of a certificate of completion by the City for the fence.

- Paragraph 16. Development of Commercial Parcel. During construction of the Golf Course Upgrades, Woodmont is required to, at a minimum, clear and grub the Commercial Parcel and install a temporary berm overlaid with bahia sod, six foot (6') high chain link fence with mesh privacy screening and landscaping consisting of a continuous 36" hedge and clustered cabbage palms planted in groupings of 3 with a minimum of 25 ft. separation along the perimeter of the Commercial Parcel adjacent to residential property. Such improvements shall be completed no later than twelve (12) months from approval of Applications by the City Commission.
- Paragraph 18. Entrance Renovations. As opposed to a \$75,000.00 contribution towards improvements to the existing entrances (signage), Woodmont or Pulte, as applicable shall now contribute Three Hundred Thousand Dollars (\$300,000.00) toward the City's efforts to improve the existing "Entrances" to the Woodmont community through repair or replacement of signage, professional landscaping, irrigation and lighting, in accordance with the City's residential signage program.

In addition, the City agrees that upon receipt of payment noted herein, it shall diligently pursue approval, permitting and construction of the signs at the Entrances and complete construction of the signs at the Entrances within one (1) year from receipt of payment. City acknowledges that Developer shall have the right to include its logo and language on the new signs to be located at the Entrance at NW 82 Street and University Drive for the purposes of identifying Developer and legally established uses located upon the Property.

The City also agrees to allow Woodmont or Pulte, as applicable, to install temporary signage reasonably satisfactory to the City within the entrances for purposes of marketing the proposed development and shall be permitted to maintain such signage until all newly constructed residential units have been sold.

Other minor changes were made throughout the agreement, specifically obligating Pulte along with Woodmont, where applicable. In addition, paragraph 20, Effective Covenants, was revised to maintain the effectiveness of the Amended and Restated Agreement in the event Pulte should fail to consummate their anticipated purchase of the Residential Parcels, then any reference to Pulte within the Amended and Restated Agreement would refer to any of Pulte's successors or assigns or subsequent developer, homebuilder, or entity that acquires and develops the Residential Parcels.

CONCLUSION/RECOMMENDATION: While staff has engaged in intense negotiations over the past several weeks and is confident that the attached Amended and Restated Development Agreement for the most part, satisfies the City's objective, and is in furtherance of the best interest of the health, safety, and welfare of the citizens and residents of the City, there is still one issue outstanding relative to completion of the Golf Course Improvements. Staff therefore recommends conditional approval subject to the following condition which has not been agreed to by Pulte:

Condition of Approval:

1. In the event the Developer fails to substantially complete the Golf Course Upgrades as provided herein, and as further assurance guaranteeing construction and completion of the Golf Course Upgrades, the City shall cease the issuance of any and all building permits for any construction located on any portion of property that is subject to this Agreement, until such time as the Golf Course Upgrades are "substantially completed".

The Amended and Restated Development Agreement for Woodmont is necessary in order to ensure that development proceeds in an orderly manner. Improvements subject to the Amended and Restated Agreement are intended to support and enhance the viability of the neighborhood.



Maxine Calloway,
Director of Community Development

Attachments: Temporary Ordinance No. 2353
Amended and Restated Development Agreement

MAC/alg

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR, VICE-MAYOR, OR CITY MANAGER OF THE CITY OF TAMARAC, FLORIDA, ON BEHALF OF THE CITY, TO EXECUTE AND TO OTHERWISE ENTER INTO AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF TAMARAC, PULTE HOME CORPORATION AND WOODMONT COUNTRY CLUB, INC., FOR THE DEVELOPMENT OF PROPERTY LOCATED WITHIN THE WOODMONT PLAT, AS RECORDED IN PLAT BOOK 88, PAGE 20, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND AS MORE FULLY DESCRIBED IN THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT WHICH IS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO DO ALL THINGS NECESSARY TO EFFECTUATE THE INTENT OF THIS ORDINANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Tamarac City Commission ("City"), hereby finds that development of property for residential and commercial uses within the City is desired, and that residential and commercial development provides for an increased tax base, improved property values, and a more positive community appearance; and

WHEREAS, pursuant to the Florida Local Government Development Agreement Act, Sections 163.3220 through 163.3243, Florida Statutes, the City Commission entered into a Development Agreement with Woodmont Country Club, Inc., on July 9, 2014 by the approval of Ordinance 2014-09; and

WHEREAS, Florida Statutes 163.3237 provides for the ability of a local government to amend or cancel a Development Agreement, by mutual consent of the parties to the agreement or by their successors in interest; and

WHEREAS, Woodmont Country Club Inc., and the City seek to amend and restate the Development Agreement to incorporate and further clarify certain procedures and requirements as provided in Florida Statutes 163.3220 – 163.3243; and

WHEREAS, the Amended and Restated Development Agreement, which is attached hereto as Exhibit “A”, and incorporated herein by reference, outlines a plan and certain obligations associated with the permitting and development of approximately 285 acres of property and is being entered into by mutual consent; and

WHEREAS, pursuant to the requirements of Chapter 163, Florida Statutes, the City has conducted the two (2) duly noticed public hearings relating to the consideration of the Amended and Restated Development Agreement; and,

WHEREAS, the Director of Community Development recommends approval of the proposed Amended and Restated Development Agreement; and

WHEREAS, the City Commission finds that the approval of the Amended and Restated Development Agreement is in the best interest of the health, safety, and welfare of the citizens and residents of the City.

NOW, THEREFORE, BE IT ORDAINED 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 incorporated herein by this reference. All exhibits attached hereto are incorporated herein and made a specific part of this Ordinance.

Section 2. Pursuant to the Florida Local Government Development Agreement Act, Sections 163.3220 through 163.3243, Florida Statutes, the City Commission hereby approves the Amended and Restated Development Agreement between the City of Tamarac, Pulte Home Corporation and Woodmont Country Club, Inc., which is attached hereto as Exhibit "A", and authorizes the Mayor, Vice-Mayor, or City Manager to execute the Amended and Restated Development Agreement.

Section 3. The Amended and Restated Development Agreement shall take effect upon proper recordation of same in the public records of Broward County, pursuant to Section 163.3239 Florida Statutes.

Section 4. The City Clerk shall record a certified copy of this Ordinance and the Amended and Restated Development Agreement in the Public Records of Broward County, Florida, at the expense of Woodmont County Club, Inc.

Section 5. The City Commission hereby authorizes and directs the appropriate City Officials to do all things necessary and expedient to effectuate the intent of this Ordinance.

Section 6. All Ordinances inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

Section 7. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 8. This Ordinance shall become effective upon its passage and adoption by the City Commission.

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

PASSED, SECOND READING this _____ day of _____, 2017.

ATTEST:

BY: _____
MAYOR HARRY DRESSLER

PATRICIA TUEFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE: 1ST Reading
MAYOR DRESSLER _____
DIST 1: COMM BOLTON _____
DIST 2: COMM GOMEZ _____
DIST 3: COMM. FISHMAN _____
DIST 4: V/M. PLACKO _____

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

RECORD OF COMMISSION VOTE: 2ND Reading

SAMUEL S. GOREN
CITY ATTORNEY

MAYOR DRESSLER _____
DIST 1: COMM. BOLTON _____
DIST 2: COMM. GOMEZ _____
DIST 3: COMM. FISHMAN _____
DIST 4: V/M. PLACKO _____

Return to: (enclose self-addressed stamped envelope)

Name: Scott Backman, Esq.

Address:

Dunay, Miskel & Backman,LLP
14 S.E. 4th Street, Ste. 36
Boca Raton, Florida 33432

This Instrument Prepared by:

Scott Backman, Esq.
Dunay, Miskel & Backman,LLP
14 S.E. 4th Street, Ste. 36
Boca Raton, Florida 33432

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

AMENDED & RESTATED DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2017, by and between WOODMONT COUNTRY CLUB, INC., a Florida corporation, with an address at 7801 N.W. 80th Avenue, Tamarac, FL 33321, its heirs, successors, grantees and assigns ("Developer"), and PULTE HOME CORPORATION, a Georgia corporation, with an address at 3350 Peachtree Road Northeast, Suite 150, Atlanta, Georgia 30326 and its successors, grantees and assigns ("Pulte") and the CITY OF TAMARAC, a municipal corporation of the State of Florida, with an address at 7525 N.W. 88th Avenue, Tamarac, Florida, 33321("City") (hereinafter collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, Developer is the fee simple owner of approximately 285 acres, comprised of several non-contiguous parcels, legally described on the attached **Exhibit "A"** (the "Property"); and

WHEREAS, Pulte is the contract purchaser of the Residential Parcels, legally described

on the attached **Exhibit “B”** (the “Residential Parcels”); and

WHEREAS, the Property is located within the City limits; and

WHEREAS, the Property is governed by the City Comprehensive Land Use Plan and City Code of Ordinances including the Land Development Regulations (“LDR”) existing as of the Effective Date of this Agreement; and

WHEREAS, the Parties recognize the benefits of public/private cooperation and are desirous of finalizing a development agreement which outlines a plan for permitting and development of the Property; and

WHEREAS, this Agreement is the culmination of negotiations and mutual understandings held by the Parties, and the Parties wish to establish by agreement the terms under which the Property may be developed; and

WHEREAS, the City held two public hearings on December 14, 2016 and January 11, 2017 prior to entering into this Agreement, both of which were properly noticed by publication in the news-press and by mailed notice to the affected property owners in accordance with Section 163.3225(2), Florida Statutes.

NOW, THEREFORE, for and in consideration of mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitations are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.

2. Purpose. The purpose of this Agreement is to set forth the procedures, rights and obligations of the Parties with regard to the development of the Property consistent with the

Comprehensive Land Use Plan and Code of Ordinances and to detail the requirements, commitments, and vested rights for developing the Property.

3. Authority. This Agreement is entered into under the authority of the Florida Constitution (including Article VIII, Section 2(b) thereof), the general powers conferred upon municipalities by statute and otherwise (including Chapter 166, Florida Statutes), the Florida Local Government Development Agreement Act ("Act"), Sections 163.3220 through 163.3243, Florida Statutes, and the City's Charter. Accordingly, the development of the Property shall not be subject to any new LDR regulations or codes, including any and all laws, rules and regulations pertaining to the use and development of land, except under certain conditions set forth in the applicable provisions of the Act.

4. Permitted Land Uses. Developer shall develop the Property with the following uses: (i) up to 152 single-family residential units not to exceed a maximum of two (2) stories; (ii) twenty seven (27) holes of golf and ancillary country club uses not to exceed 40 feet in height; (iii) public and private bodies of water; (iv) up to 28,000 square feet of commercial use, maximum 40 feet in height, on approximately four and one half (4.5) acres of land; and (v) other uses consistent and compatible with the Property's land use and zoning designations as may be permitted by the City (collectively the "Proposed Development").

5. Development Applications. Developer previously submitted applications to the City for a portion of the Property comprised of several non-contiguous parcels legally described and shown on the sketches attached hereto and made a part hereof as **Exhibit "B"** ("Residential Parcels") and as **Exhibit "C"** ("Commercial Parcel"). On June 25, 2014, the City approved a large scale Future Land Use Map Amendment to change the land use on the parcels from Commercial Recreation (CR) to Low Residential (R-1) for the Residential Parcels, and to Commercial (C) for the Commercial Parcel and rezoned the Residential Parcels from

Recreational (S-1) to Single Family Residential (R-1), and the Commercial Parcel from Recreational (S-1) to Planned Community Business District (B-2), to allow up to 152 residential dwelling units consistent with the uses and densities permitted in the R-1 district, and up to 28,000 square feet for commercial space consistent with the uses and intensities permitted in the B-2 district, with the exception of gas stations, which shall be prohibited. Developer was also required to submit site plan applications for the Residential Parcels prior to issuance of any vertical building permits or commencement of construction, which were submitted by Pulte on June 21, 2016. The Future Land Use Plan Amendment, Rezoning and Residential Site Plan applications are collectively referred to herein as the “Applications”.

6. Master Plan. A copy of the conceptual master plan detailing the proposed development for the Property (“Master Plan”) is attached hereto and made a part hereof as **Exhibit “D”**.

7. Waterway Conveyance. A portion of the Property consists of certain waterways which were previously dedicated to the City by plat when the Property was initially developed (“Waterway Areas”). The Master Plan contemplates filling in portions of the Waterway Areas for development of the Residential Parcels and Commercial Parcel and new waterway areas shall be constructed at the sole cost and expense of the Developer in other portions of the Property (“New Waterway Areas”). Sketch and legal descriptions of the locations of the Waterway Areas and anticipated New Waterway Areas are attached hereto as **Exhibit “E”**. As built surveys of the New Waterway Areas, as modified through the site planning, platting and permitting process, will be prepared and provided to the City upon completion of the New Waterway Areas. Within thirty (30) days from approval of the Applications by the City Commission, the City shall commence the process necessary to convey the Waterway Areas to Developer or Pulte, as applicable, subject to the City’s compliance with the Charter, the Code of

Ordinances of the City and State Statute. Developer or Pulte, as applicable, shall convey the New Waterway Areas to the City as they are completed and certified during development of the Residential Parcels and Commercial Parcel, to occur no later than issuance of the first Certificate of Occupancy for a residential unit within the first phase of residential development.

8. Golf Course. Developer recorded the “Consolidated Covenant”, as defined herein, in Official Records Book 51017, Pages 719 through 814 of the Public Records of Broward County, in order to restrict that portion of the Property legally described and shown on the sketch attached hereto and made a part hereof as **Exhibit “F”** (the “Golf Course Parcel”) for Fifty (50) years following the date of execution by the City of the Consolidated Covenant for use as twenty seven (27) holes of golf with related amenities and operations. The related amenities and operations to be located on the Golf Course Parcel may include, but shall not be limited to, a clubhouse, pro shop, locker room, fitness facility, swimming pools, cabanas, liquor, beer and wine bar facilities, banquet and dining room facilities, parking, tennis courts, driving/aqua range (no netting permitted), putting greens, practice facilities, cart barn, maintenance shed and other areas necessary to sustain the Golf Course Parcel and all other uses incidental thereto (the “Golf Course Amenities”). During such Fifty (50) year period, Developer, and/or its successors or assignees, will own, operate and maintain the Golf Course Parcel for use as a golf course with Golf Course Amenities or for other open space recreational purposes. Developer shall bear full responsibility for the Golf Course Parcel and related obligations as stated in this Section 8 and such obligations are not intended to impart any liability or obligation onto Pulte or the City.

9. Improvements and Maintenance. Developer shall coordinate and bear the cost of all improvements and upgrades for the additional nine (9) holes golf course, to be incorporated into the Golf Course Parcel and developed on portions of the former Pines Golf Course (“the New Pines Course”), and ensure that it will operate and be maintained under the

playing conditions established herein. Specifically, Developer voluntary covenants and agrees to spend no less than \$4,750,000.00 combined over a five (5) year period for the construction and maintenance of the New Pines Course, as more specifically set forth herein (“Minimum Improvement and Maintenance Contribution”). The Minimum Improvement and Maintenance Contribution shall consist of (i) no less than \$750,000.00 in improvements and upgrades to the New Pines Course, including a new driving/aqua range (no netting permitted), new practice areas and a new maintenance area, as well as improvements that shall include, but not be limited to, a new mature tree planting program, renovation of sand traps, relocation of certain tee boxes and/or waterways, extensive landscaping, addition of strategically placed coquina waste areas and cart paths and other overall beautification efforts in accordance with the Greenway Improvement Standards attached hereto as **Exhibit “G”** (collectively “Golf Course Upgrades”); and (ii) approximately \$800,000.00 annually for maintenance of the Golf Course Parcel, inclusive of the Golf Course Upgrades, (“Golf Course Maintenance”). The Golf Course Parcel shall be irrigated and regularly maintained in a manicured and playable condition in accordance with the Greenway Maintenance Standards attached hereto as **Exhibit “H”**. Said Golf Course Upgrades shall be constructed and designed in conjunction with the proposed Master Plan development and “substantially completed” no later than twelve (12) months from approval of the Applications by the City Commission, providing that the site plan for the Golf Course Upgrades is approved by the City Commission on or before March 1, 2017. Developer shall submit applications to the City for all necessary land development and building permits for the construction of all facilities provided in the Golf Course Upgrades site plan in accordance with Chapter 10, Section 10-2(c)(9) of the City Code of Ordinances.

The Developer further covenants and agrees to bear the full cost of the City's Golf Course Consultant up to a maximum of \$7,200, which reflects the total cost of the City's contract with Beebe & Associates, who was retained by the City to conduct a peer review of Developer's Golf Course Upgrades masterplan. For purposes of this Paragraph 9, substantially completed shall mean the New Pines Course is sufficiently complete so that it may be occupied or used for its intended purpose, void of any safety concerns, which includes, but shall not be limited to installation of cart paths, sand installed in bunkers, functioning irrigation, installation of mature tree planting program, maintenance building, buffer wall construction and planting of all new grass. Developer bears sole responsibility for completing the Golf Course Upgrades and the terms contained within this Section 9 are not intended to impart any liability or obligation onto the City or Pulte. As further assurances guaranteeing construction and completion of the Golf Course Upgrades, City shall withhold issuance of building permits for the vertical construction of homes within the Residential Parcels until Developer commences construction of the Golf Course Upgrades. Prior to the issuance of a building permit for the Golf Course Upgrades or the New Maintenance Building, Developer shall (1) provide to City evidence of a written agreement between Developer and a general contractor or golf course general contractor establishing such contractors oversight for construction and completion of the Golf Course Upgrades; and (2) deposit one hundred (100%) percent of the itemized cost estimate of the Golf Course Upgrades and New Maintenance Building ("Escrowed Funds"), in escrow with Dunay, Miskel & Backman, LLP ("Escrow Agent"). The itemized cost estimate establishing the amount for the Escrowed Funds shall be prepared and certified by a licensed professional (i.e., engineer, landscaping architect, general contractor, etc.) registered in the State of Florida. Developer further covenants and agrees to bear the full cost of the City's Golf Course Consultant, who will be retained by the City to review and validate the itemized cost estimates. Escrow Agent shall

furnish City with written documentation confirming that the Escrowed Funds have been deposited in Escrow Agent's escrow account. City acknowledges that the Escrowed Funds may be released by Escrow Agent and utilized by Developer solely for payment to contractors performing the Golf Course Upgrades. Funding for the Golf Course Maintenance shall commence immediately upon "substantial completion" of the Golf Course Upgrades. Developer agrees to apply for and obtain any required development approvals to construct said Golf Course Upgrades and that development of the New Pines Course shall be in accordance with all applicable City zoning and land use requirements. Developer agrees to provide City with audited annual financial statements during the aforementioned five (5) year period describing Golf Course Upgrades and Golf Course Maintenance expenditures, which obligation shall commence no later than the thirteenth (13th) month following Developer's receipt of all applicable approvals, including development permits, for construction of the Golf Course Upgrades and for each year thereafter during the following five (5) year period. Such statements shall include supporting documentation detailing expenditures made pursuant to this Paragraph 9. In the event the Developer fails to substantially complete the Golf Course Upgrades as provided herein, and as further assurance guaranteeing construction and completion of the Golf Course Upgrades, the City shall cease the issuance of any and all building permits for any construction located on any portion of property that is subject to this Agreement, until such time as the Golf Course Upgrades are "substantially completed".

10. Development of New Clubhouse. Developer shall construct a new clubhouse on the Property ranging in size from a minimum of 12,000 square feet to 14,000 square feet or greater, which includes, but is not limited to: locker rooms; restaurant and bar with indoor and outdoor seating; banquet/conference facilities with a minimum seating capacity of 150 to 200; golf and tennis pro shop; fitness facility; administrative offices and areas; storage facilities and

other ancillary uses to the main clubhouse facility (“New Clubhouse”). The New Clubhouse will also include an approximate 5,000 to 8,000 square foot cart storage area that will either be constructed as part of the main clubhouse structure or as a separate ancillary structure in close proximity to the New Clubhouse. The square footage of the cart storage area shall not be included within the square footage of the New Clubhouse constructed pursuant to this section. Conceptual elevations of the New Clubhouse are attached hereto as **Exhibit “I”**. The New Clubhouse will be located within the boundaries of the Golf Course Parcel upon that portion of the Property legally described and shown on the sketch attached hereto and made a part hereof as **Exhibit “J”** or in such other area upon the Golf Course Parcel as approved by the City pursuant to any required site plan review (“Clubhouse Parcel”).

Upon the City Commission approval of the site plan for the New Clubhouse, Developer shall submit applications to the City for all necessary land development and building permits for the construction of all facilities provided in the New Clubhouse site plan in accordance with Chapter 10, Section 10-2(c)(9) of the City Code of Ordinances. The New Clubhouse shall be “substantially completed” no later than eighteen (18) months from approval of the Applications by the City Commission. For purposes of this Paragraph 11, “substantial completion” shall mean issuance of a temporary certificate of occupancy by the City for the New Clubhouse. Developer agrees to apply for and obtain any required development approvals to construct the New Clubhouse and that development of the Clubhouse Parcel shall be in accordance with all applicable City zoning and land use requirements. The City shall be entitled to withhold delivery of the demolition permit necessary to demolish the existing clubhouse until such time as the New Clubhouse is substantially completed, unless earlier delivery of such demolition is deemed appropriate by the City in their reasonable discretion. Prior to issuance of a vertical building permit for improvements shown on the New Clubhouse site plan, Developer

or its designee shall obtain a completion bond to secure completion of the New Clubhouse. The bond shall be posted by the Developer or its designee with Pulte in the amount of one hundred (100%) percent of the itemized estimated cost, prepared and certified by a licensed professional (i.e., engineer, general contractor, etc.) registered in the State of Florida. This bond shall be cash, irrevocable bank letter of credit, a cashier's check or other negotiable instrument, or a surety bond, a sample of which is attached hereto as **Exhibit "K"**, written by a company listed in the latest version of circular 570 standard Surety Companies Acceptable on Federal Bonds. As this Agreement permits the City to withhold the release of certain permits, approvals and licenses until Developer substantially completes those conditions precedent as expressly provided herein, the City agrees that upon Developer's substantial completion of such conditions precedent, the City shall not unreasonably delay, withhold or condition the release of those certain permits, approvals and licenses.

As further assurances guaranteeing construction and completion of the New Clubhouse, and upon Pulte consummating the closing on its acquisition of the Residential Parcels from Developer, the sum of Two Million Four Hundred Thousand (\$2,400,000.00) Dollars from the closing proceeds shall be held in escrow by Pulte, who shall disburse such escrowed funds pursuant to a customary draw schedule to be agreed upon between Pulte and Developer for construction of the New Clubhouse. Upon Developer's substantial completion of the New Clubhouse, any balance of funds remaining in escrow pursuant to this Section 10 shall be immediately released to Developer. In the event that Developer fails to substantially complete construction of the New Clubhouse, as provided herein, Pulte may use the balance of the escrowed funds to substantially complete construction of the New Clubhouse. In such event, provided Pulte undertakes efforts to complete the New Clubhouse and diligently pursues same,

then the City agrees to not unreasonably delay, condition or withhold issuance of permits and certificates of occupancy for development within the Residential Parcels.

11. Consistency with the City's Comprehensive Plan and Land Development Regulations. The Parties acknowledge that the development permitted by this Agreement is consistent with the City's Comprehensive Land Use Plan and Land Development Regulations.

12. Public Services and Facilities. The City has existing water and wastewater capacity and water and wastewater infrastructure located within the vicinity of the "Property"; however, this infrastructure must be extended and/or expanded by the Developer or Pulte to provide service for the Proposed Development. The City shall provide, necessary public services to the approved development contemplated hereunder including, but not limited to drainage, police and fire service, solid waste service, water and sewer, parks and recreation service, and as otherwise provided in the City's Charter and Code of Ordinances ("Public Facilities")subject to capacity to serve the Proposed Development.. Developer or Pulte, as applicable, shall be responsible for the cost of all required utility connections. If the City lacks sufficient capacity to comply with any obligations under this section, the Developer or Pulte, as applicable, shall provide for the necessary mitigation to ensure that the Proposed Development is serviced. Upon receipt of plat or site plan approval, as applicable, the Property or subject development pod(s) shall be vested for concurrency and the City shall provide all Public Facilities and services as necessary for the development of the Property.

13. Reservation or Dedication of Land. Dedications or reservations for canal rights of way or utility easements may be lawfully required by the City or Broward County, Florida ("Broward County") for development of the Property. Developer or Pulte, as applicable, shall make any and all required dedications and reservations for canal rights of way or utility easements as are required pursuant to applicable City and Broward County Codes. Developer or

Pulte, as applicable, is legally obligated to obtain any necessary approvals from Broward County in association with the development of the Property including, but not limited to, any applicable non-vehicular access line amendments and right-of-way vacations.

14. Interior Roadways and Traffic Management Plan. Developer or Pulte, as applicable, shall convey all roadways constructed pursuant to this Agreement to the respective homeowners' association in which the roadway is located. A conceptual exhibit depicting the proposed location of the roadways contemplated for construction pursuant to this Agreement is attached hereto as **Exhibit "L"**. All roadways constructed pursuant to this Agreement shall be constructed in accordance with all applicable provisions of the City's Code of Ordinances, as well as all applicable county and state regulations. Prior to issuance of the first building permit for construction of the first residential unit on the Property, Developer or Pulte, as applicable, shall pay One Hundred Fifty Thousand and 00/100 (\$150,000.00) Dollars to the City to be used for a street improvement study and any recommended improvements to the interior roadway system of Woodmont related to the development of new homes within Woodmont.

15. Parks and Recreation and Buffer Wall. The Developer shall comply with Section 10-296 of the City's Code, as it pertains to the recreation and open space requirement. In addition, Developer or Pulte, as applicable, agrees that it shall be responsible for design and construction of perimeter landscaping and buffer wall improvements along Southgate Boulevard. Specifically, Pulte shall construct a six-foot (6') post and panel pre-fabricated wall adjacent to Pod E (approximately 1,200 linear feet) to be constructed during the residential development of Pod E and "substantially completed" prior to the issuance of a certificate of occupancy for the first unit in Pod E. For the purpose of the post and panel pre-fabricated wall, "substantial completion" shall mean issuance of a certificate of completion by the City for the wall. The Developer shall construct a six-foot (6') decorative fence with six-foot (6') masonry columns

(20' on center) adjacent to the golf hole along Southgate Boulevard (approximately 1,675 linear feet) to be constructed during the Golf Course Upgrades and “substantially completed” no later than twelve (12) months from approval of the Applications by the City Commission . For the purpose of the decorative fence with masonry columns, “substantial completion” shall mean issuance of a certificate of completion by the City for the fence. A copy of the wall/fence details are attached hereto as Exhibit “M”. Pulte shall maintain the portion of wall, fence and any exterior perimeter landscaping located on Pod E, at Pulte’s sole cost and expense in accordance with the City-wide maintenance plan established by the City under the City’s Buffer Wall Beautification Program and Residential Property Maintenance Standards Ordinance. Developer shall maintain the portion of wall, fence and any exterior perimeter landscaping adjacent to the New Pines Course at Developer’s expense in accordance with the City-wide maintenance plan established by the City under the City’s Buffer Wall Beautification Program and Non Residential Property Maintenance Standards Ordinance.

16. Development of Commercial Parcel. Developer shall install all buffer improvements for the Commercial Parcel in accordance with the Master Plan prior to the issuance of a certificate of occupancy for the Commercial Parcel. Specifically, such buffer improvement shall, at a minimum, include a 25’ landscape buffer and water body with a minimum width of seventy feet (70’) between the boundary of the Commercial Parcel and those nearby single family homes located adjacent to the New Pines Course, a six foot (6’) high wall designed in accordance with City specifications aesthetically consistent with the wall to be constructed along Southgate Boulevard adjacent to Pod E, and landscaping improvements on the east side of the wall facing the existing residential areas. During construction of the Golf Course Upgrades, Developer shall, at a minimum, clear and grub the Commercial Parcel and install a temporary berm overlaid with bahia sod, six foot (6’) high chain link fence with mesh privacy

screening and landscaping consisting of a continuous 36” hedge and clustered cabbage palms planted in groupings of 3 with a minimum of 25 ft. separation along the perimeter of the Commercial Parcel adjacent to residential property. Such improvements shall be completed no later than twelve (12) months from approval of the Applications by the City Commission. . All improvements made pursuant to this section shall comply with the City’s Land Development Regulations.

17. Affordable Housing Contribution. Developer or Pulte, as applicable, hereby agrees to contribute Seven Hundred Fifty Dollars (\$750.00) per residential dwelling unit approved by the City during final site plan approval of all Residential Parcels (by way of example, approval of One Hundred Fifty Two (152) residential dwelling units would yield a maximum total sum of One Hundred Fourteen Thousand Dollars (\$114,000.00)), payable to the City to facilitate the City’s affordable housing programs and initiatives with the contribution to be used to provide down payment assistance to income eligible families for purchase of residential units throughout the City. Said contribution will be made payable to the City spread proportionately on a per residential dwelling unit basis, the first such contribution to be made at issuance of the first vertical building permit for any residential dwelling unit located within the Residential Parcels, and each time thereafter as a building permit is issued for each successive residential dwelling unit.

18. Entrance Renovations. Prior to issuance of the first certificate of occupancy for a residential unit, Developer, or Pulte, as applicable shall contribute Three Hundred Thousand Dollars (\$300,000.00) toward the City’s efforts to improve the existing "Entrances" (as hereinafter defined) to the Woodmont community through repair or replacement of signage, professional landscaping, irrigation and lighting, in accordance with the City’s residential signage program.. City agrees that upon receipt of payment noted herein, it shall diligently

pursue approval, permitting and construction of the signs at the Entrances and complete construction of the signs at the Entrances within one (1) year from receipt of payment. City acknowledges that Developer shall have the right to include its logo and language on the new signs to be located at the Entrance at NW 82 Street and University Drive for the purposes of identifying Developer and legally established uses located upon the Property. Developer or Pulte, as applicable, shall be permitted to install temporary signage reasonably satisfactory to the City within the entrances for purposes of marketing the proposed development and shall be permitted to maintain such signage until all newly constructed residential units have been sold.

Developer also agrees to submit plans to the City for construction of a City of Tamarac entrance sign and attractive landscaping in a first class manner for the property on the Commercial Parcel, which sign shall be located near the SE corner of Pine Island Road and Southgate Boulevard. Said plans to be submitted to the City for review at the time a site plan is submitted to the City for the Commercial Parcel. Developer shall, at its sole cost and expense, construct the new City of Tamarac entrance sign as approved by the City in its reasonable discretion, prior to the issuance of a certificate of occupancy for the Commercial Parcel. City acknowledges and agrees that the above referenced entrance sign shall in no way limit or otherwise restrict the signage permitted by the City's Code of Ordinances for the Commercial Parcel.

19. Effective Covenants. The burdens of this Agreement shall run with the land and shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest of the parties to this Agreement. In the event that Pulte should fail to consummate their anticipated purchase of the Residential Parcels, then any reference to Pulte within this Agreement shall refer to any of Pulte's successors or assigns or subsequent developer, homebuilder, or entity that acquires and develops the Residential Parcels.

20. Covenants and Further Assurances. The City acknowledges that Developer has provided the City with an independent legal opinion confirming marketable title and confirming that this Agreement is consistent with documents referenced in this section (the "Legal Opinion"). Developer and the City hereby acknowledge that certain Covenant recorded in Official Records Book 6450, at Page 729, as affected by that certain Covenant recorded in Official Records Book 6890, at Page 26, as further affected by that certain Vacation of Covenant recorded in Official Records Book 8783, at Page 944, as further affected by that certain Covenant recorded in Official Records Book 8898, at Page 440, as further affected by that certain Covenant recorded in Official Records Book 9345, at Page 773, as further affected by that certain Corrective Vacation of Covenant recorded in Official Records Book 9455, at Page 783, each of the foregoing being recorded amongst the Public Records of Broward County, Florida (collectively, the "Consolidated Covenant"). City has joined in and consented to the amendment and restatement of the Consolidated Covenant as recorded in Official Records Book 51017, at Page 719 of the Public Records of Broward County, Florida , a copy of which is attached hereto and made a part hereof as **Exhibit "F-1"**, in order to reconfigure a portion of the existing golf course to permit the Proposed Development of the Property and to restrict the Golf Course Parcel for use as a golf course with related amenities and operations which uses may include, but shall not be limited to, a clubhouse, pro shop, locker room, fitness facility, swimming pools, cabanas, liquor, beer and wine bar facilities, dining room facilities, parking, tennis courts, putting greens, driving/aqua range (no netting permitted) and all other incidental uses thereto upon that portion of the Property. The City further acknowledges that the Property is subject to various easements in favor of the City and Tamarac Utilities, Inc., which easements are incorporated herein by reference. The City agrees to review and consider any application by Developer to vacate or relocate such easements, at Developer or Pulte's sole cost and expense, if

the existing easements impede the Proposed Development of the Property including, but not limited to, amending the legal descriptions of the easement areas or terminating such existing easements provided Developer grants new easements, if required, to the City or Tamarac Utilities, Inc. in lieu thereof.

21. Development Approvals. Developer or Pulte, as applicable, will apply for all development approvals that are required by the State of Florida, Broward County, City and any other applicable governmental authority, including but not limited to those specific approvals more particularly set forth on **Exhibit "N"**, attached hereto and made a part hereof. City agrees to review all applications and permits, and not to unreasonably withhold, condition or delay granting of Approvals and permits associated with the improvements contemplated in this Agreement. Developer, Pulte and City agree that the failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve Developer or Pulte, as applicable, of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

22. Completion of Residential Development.

(1) Residential development of the Property, as outlined in this Agreement, or any phase thereof, shall be completed within six (6) years from the issuance of the first vertical building permit for a residential unit on the Residential Parcel. Additional one (1) year extensions of this Agreement may be granted by the City Commission after written request is made by the Developer or Pulte, as applicable, for good cause (as defined herein) and prior to the expiration of the six (6) year timeframe provided for in this section. For purposes of this section, good cause shall be any delay caused by an act of god (including but not limited to fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), terrorist activities, nationalization, government

sanction, moratorium, blockage, embargo, labor dispute, strike, lockout, unavailability or shortage of building materials, interruption or failure of utilities, or such other reasonable justification acceptable to the City, in its reasonable discretion.

(2) All homes to be built on the Residential Parcels shall be sold at a minimum retail sales price of \$299,999.00, which retail sales price may include lot premiums and finishes (“Minimum Sales Price”). No more than twenty percent (20%) of the homes to be built on the Residential Parcels shall be sold at the Minimum Sales Price. Pulte agrees to provide City with a post-closing report establishing that no more than twenty percent (20%) of homes have been sold at the Minimum Sales Price.

(3) All homes to be built on the Residential Parcels shall consist of a minimum of 2,400 gross square feet (“Minimum Square Footage”). No more than twenty percent (20%) of the homes to be built on the Residential Parcels shall be built at the Minimum Square Footage. In addition, all homes to be built on the Residential Parcels shall be built in accordance with the applicable homebuilder’s “Green” building program as the same may be in effect from time-to-time, and will incorporate energy efficient construction techniques, products and features, including programs such as Energy Star or its equivalent.

(4) To facilitate the timely development of homes on the Residential Parcels as required in this section, the City agrees to issue to Developer or Pulte, as applicable, any necessary permits for site work within the Residential Parcels to construct streets, roads and other site work required on or off the Residential Parcels to deliver utilities to individual lots when the Plat for the Residential Parcels is approved by the City. Upon the City Commission approval of the site plan for the Residential Parcels, Pulte shall submit applications for all necessary land development and building permits for construction of the Residential Parcels and diligently pursue construction thereof within one (1) year after the date of approval in accordance

with Chapter 10, Section 10-2(c)(9) of the City Code of Ordinances. Pulte acknowledges that City will not issue building permits for the vertical construction of homes within the Residential Parcels until Developer commences construction of the Golf Course Upgrades. Pulte acknowledges that City will not issue building permits for the vertical construction of homes within the Residential Parcels until Developer commences construction of the Golf Course Upgrades. City agrees to work with Pulte to expedite approval and permitting for the model homes and sales centers prior to Broward County plat approval and recordation. Such approvals include possible execution of a Tri-Party Agreement with Broward County to allow the issuance of building permits for the models and sales center prior to plat recordation.

23. Duration of Agreement. This Agreement shall remain in full force and effect for a period of six (6) years from the Effective Date. The duration of the Agreement may be extended for additional one (1) year periods with the Parties' mutual written consent, or the mutual written consent of their successors in interest, in accordance with Section 163.3229 and Section 163.3225, Florida Statutes.

24. Recording. This Agreement shall be recorded in the Public Records of Broward County within Fourteen (14) days after execution by the Parties.

25. Effective Date. This Agreement shall become effective upon execution and recordation in the Public Records of Broward County, Florida. .

26. Periodic Review. In accordance with Section 163.3235, F.S., as may be amended from time to time, the City's Department of Community Development shall review the property subject to this Agreement at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with the terms set forth herein by each of the Parties with respect to their obligations. If the City finds, on the basis of competent substantial evidence, that there has been a failure to substantially comply with the terms of this Agreement

by either Developer or Pulte with respect to their obligations as indicated in the Agreement, the Agreement may be revoked or modified by the City Commission. It shall be noted that the obligations of the Developer and Pulte are separate and a default by one party does not impact the rights of the other if the non-defaulting party remains in good faith substantial compliance.

27. Miscellaneous.

(1) Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The City shall not request any additional improvements or contributions except for those expressly set forth in this Agreement.

(2) Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated and signed by the parties hereto, or their respective successors in interest, and is in compliance with Section 163.3225, Florida Statutes.

(3) Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identity of the party or parties, personal representatives, successor or assigns may require.

(4) Severability. The invalidity of any provision hereof shall in no way affect or invalidate the remainder of the Agreement.

(5) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one in the same instrument.

(6) Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceeding arising between the parties in any manner

pertaining to this Agreement shall, to the extent permitted by law, be held in Broward County, Florida.

(7) Binding Effect. The obligations imposed pursuant to this Agreement upon Developer and Pulte and/or upon the Property run with and bind the Property as covenants running with the Property and this Agreement shall be binding upon and enforceable by and against the Parties hereto, their personal representatives, heirs, successors, grantees and assigns.

(8) Attorneys' Fees. Should any Party hereto bring an action against the other to enforce the terms and provisions hereof, then the Party prevailing in said action shall be entitled to a judgment against the other for reasonable attorneys' fees and costs at both the trial and appellate levels.

[Remainder of Page Intentionally Left Blank]

CITY:

WITNESS – PRINT NAME

WITNESS – PRINT NAME

ATTEST:

Pat Teufel
City Clerk

Date:

Harry Dressler, Mayor

Date:

Michael Cernech, City Manager

Date:

Approved as to form and legal sufficiency:

Samuel S. Goren, City Attorney

Date:

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, the foregoing instrument was acknowledged before me by Harry Dressler, as Mayor of the City of Tamarac, a Florida municipal corporation, on behalf of the City, freely and voluntarily under authority duly vested in him by said municipal corporation and that the seal affixed thereto is the true corporate seal of said municipal corporation. She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2017.

Notary Public, State of Florida

My Commission Expires:

Typed, printed or stamped name of Notary Public

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, the foregoing instrument was acknowledged before me by Michael Cernech, as City Manager of the City of Tamarac, a Florida municipal corporation, on behalf of the City, freely and voluntarily under authority duly vested in him by said municipal corporation and that the seal affixed thereto is the true corporate seal of said municipal corporation. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2017.

Notary Public, State of Florida

My Commission Expires:

Typed, printed or stamped name of Notary Public

DEVELOPER:

Woodmont Country Club, Inc., a Florida Corporation

By:

WITNESSES:

Print name: _____

Print name: _____

By: _____

Print Name: _____

Title: _____

_____ day of _____, 2017

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, the foregoing instrument was acknowledged before me by _____, the _____ of DEVELOPER, freely and voluntarily under authority duly vested in him/her by said company. He/She is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2017.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

PULTE:

Pulte Home Corporation., a Georgia Corporation

By:

WITNESSES:

Print name: _____

Print name: _____

By: _____

Print Name: _____

Title: _____

_____ day of _____, 2017

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, the foregoing instrument was acknowledged before me by _____, the _____ of PULTE, freely and voluntarily under authority duly vested in him/her by said company. He/She is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2017.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION OF DEVELOPER'S PROPERTY

Legal Description of Developer's Property

PARCEL 1:

Tracts G, H, I, J, K, L, M, N, O, P and Q, LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida; and

Parcel "A", WOODMONT RECREATION COMPLEX, according to the plat thereof, as recorded in Plat Book 91, Page 49, of the Public Records of Broward County, Florida.

PARCEL 2:

A portion of Tracts, A, B, and C, LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, described as follows:

COMMENCING at the Northwest corner of Section 4, Township 49 South, Range 41 East; thence North 00°10'05" West, along the West boundary of said Section 4, 6.33 feet to the POINT OF BEGINNING, said point also being on the South right-of-way line of Southgate Boulevard and the North boundary of said Tract A; thence South 89°33'35" East, along said South right-of-way line and North boundary, 506.18 feet; thence South 00°09'03" East, 389.13 feet; thence South 69°45'23" East, 379.53 feet; thence northeasterly along the arc of a tangent curve said curve being concave to the Northwest having a radius of 250.00 feet, a delta of 72°12'51", an arc distance of 315.09 feet; thence South 89°33'35" East, 400.00 feet; thence North 00°09'03" West, 435.00 feet to a point of intersection with said South right-of-way line of Southgate Boulevard and said North boundary of Tract A; thence South 89°33'35" East, along said South right-of-way line and along the North boundary of said Tracts A and C, 1184.52 feet; thence southeasterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 25.00 feet, a delta of 90°00'00", an arc distance of 39.27 feet; thence tangent to said curve South 00°26'25" West, 84.00 feet; thence southerly along the arc of a tangent curve, said curve being concave to the West having a radius of 200.00 feet, a delta of 34°18'35", an arc distance of 119.76 feet; thence tangent to said curve South 34°45'00" West, 75.55 feet to a point on the right-of-way line of that certain canal right-of-way recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point on the arc of a non-tangent curve (radial line thru said point bears South 28°35'58" West); thence northwesterly along said right-of-way line and along the arc of said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 28°09'31", an arc distance of 137.61 feet; thence tangent to said curve North 89°33'35" West, along said right-of-way line, 650.00 feet; thence southwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 180.00 feet, a delta of 90°00'00", an arc distance of 282.74 feet; thence tangent to said curve South 00°26'25" West, along said right-of-way line and along the East boundary of said Tract A, 72.90 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 300.00 feet, a delta of 28°03'35", an arc distance of 146.92 feet; thence tangent to said curve South 28°30'00" West, along said right-of-way line and along said East boundary, 287.48 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 07°46'43" East); thence westerly along the arc of said curve being concave to the North having a radius of 330.00 feet, a delta of 3°18'02", an arc distance of 19.01 feet; thence tangent to said curve North 78°55'15" West, 39.26 feet; thence North 10°30'00" West, 160.87 feet; thence South 79°30'00" West, 478.61 feet; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 350.00 feet, a delta of 46°19'55", an arc distance of 283.03 feet; thence tangent to said curve North 54°10'05" West, 621.27 feet; thence southwesterly along the arc of a tangent curve said curve being concave to the Southeast having a radius of 60.00 feet, a delta of 108°00'00", an arc distance of 113.10 feet; thence tangent to said curve South 17°49'55" West, 372.42 feet to a point of intersection with the West boundary of said Section 4; thence South 00°10'05"

East, along said West boundary, 185.00 feet; thence South 84°10'05" East, 140.74 feet; thence easterly along the arc of a tangent curve, said curve being concave to the South having a radius of 300.00 feet, a delta of 26°00'00", an arc distance of 136.14 feet; thence tangent to said curve South 58°10'05" East, 775.64 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South 68°39'54" East); thence Southwesterly along the arc of said curve being concave to the Southeast having a radius of 240.00 feet, a delta of 7°32'24", an arc distance of 31.58 feet; thence tangent to said curve South 13°47'42" West, 10.01 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 25.00 feet, a delta of 95°26'33", an arc distance of 41.65 feet to a point of intersection with the northerly right-of-way line of N.W. 81st Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point of compound curvature; thence westerly along said northerly right-of-way line and along the arc of a tangent curve being concave to the North having a radius of 1395.00 feet, a delta of 0°43'43", an arc distance of 17.74 feet; thence tangent to said curve North 70°02'03" West, along said northerly right-of-way line and along the southerly boundary of said Tracts B and A, 461.99 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 1270.00 feet, a delta of 19°30'09", arc distance of 432.29 feet; thence tangent to said curve North 89°32'12" West, along said right-of-way line, 206.15 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 25.00 feet, a delta of 102°10'28", an arc distance of 44.58 feet to a point of reverse curvature, said point also being on the East right-of-way line of N.W. 88th Avenue, as recorded in Official Records Book 4747, Page 183, of the Public Records of Broward County, Florida; thence northerly along said right-of-way line (said line also being the West boundary of said Tract A), and along the arc of a tangent curve, said curve being concave to the West having a radius of 1053.00 feet, a delta of 12°48'21", an arc distance of 235.35 feet; thence tangent to said curve North 00°10'05" West, along said West boundary of Tract A, 969.69 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 90°36'30", an arc distance of 39.54 feet to a point on said South right-of-way line of Southgate Boulevard; thence South 89°33'35" East, along said South right-of-way line, 171.74 feet to the POINT OF BEGINNING.

PARCEL 3:

A portion of Tract C of said LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, described as follows:

BEGINNING at the most northeasterly corner of said Tract C; thence South 00°12'16" East, along the East boundary of said Tract C, 1323.97 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South 89°47'44" West, along said northerly right-of-way line and along the South boundary of said Tract C, 200.00 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 680.00 feet, a delta of 4°26'58", an arc distance of 52.81 feet to the Southeast corner of WOODMONT TRACT 51, according to the Plat thereof, as recorded in Plat Book 92, Page 32, of the Public Records of Broward County, Florida; thence North 04°39'14" West, along the easterly boundary of said WOODMONT TRACT 51, 361.86 feet; thence northwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of 102°20'46", an arc distance of 178.63 feet to a point of compound curvature; thence southwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 1000.00 feet, a delta of 35°30'00", an arc distance of 619.59 feet to a point of compound curvature; thence southerly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet, a delta of 70°00'00", an arc distance of 244.35 feet; thence tangent to said curve South 32°30'00" East, along said boundary of WOODMONT TRACT 51, 171.20 feet to a point of cusp; thence northwesterly along the boundary of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, and along the arc of a tangent curve, said curve being concave to the Southwest and having a radius of 230.00 feet, a delta of 43°32'56", an arc distance of

174.82 feet to a point of reverse curvature; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Northeast having a radius of 150.00 feet, a delta of 62°02'56", an arc distance of 162.44 feet thence tangent to said curve North 14°00'00" West, along said right-of-way line, 169.36 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 59°00'00", an arc distance of 288.33 feet; thence tangent to said curve North 73°00'00" West, along said right-of-way line, an arc distance of 80.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 200.00 feet, a delta of 41°00'00", an arc distance of 143.12 feet; thence tangent to said curve North 32°00'00" West, along said right-of-way line, 650.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 17°06'01", an arc distance of 83.57 feet; thence North 34°45'00" East, 75.55 feet; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 260.00 feet, a delta of 7°03'03", an arc distance of 32.00 feet to a point of reverse curvature; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 79°53'45", an arc distance of 34.86 feet; thence tangent to said curve South 72°24'17" East, 31.18 feet; thence southeasterly along the arc of a tangent curve being concave to the Northeast having a radius of 730.00 feet, a delta of 3°37'17", an arc distance of 46.14 feet; thence South 00°26'25" West, 31.39 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet; a delta of 27°11'35", an arc distance of 94.92 feet; thence North 89°31'26" East, 162.02 feet; thence easterly along the arc of a tangent curve being concave to the South having a radius of 400.00 feet, a delta of 42°43'43", an arc distance of 298.30 feet to a point of reverse curvature; thence southeasterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 540.00 feet, a delta of 44°48'43", an arc distance of 422.34 feet; thence tangent to said curve North 87°26'25" East, 535.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 75.00 feet, a delta of 90°00'00", an arc distance of 117.81 feet; thence tangent to said curve North 02°33'35" West, 130.00 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 75.00 feet, a delta of 90°00'00", an arc distance of 117.81 feet; thence tangent to said curve South 87°26'25" West, 535.00 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 260.00 feet, a delta of 43°00'00", an arc distance of 195.13 feet to a point of reverse curvature; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 700.00 feet, a delta of 41°19'36", an arc distance of 504.90 feet to a point of reverse curvature; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 565.00 feet, a delta of 18°28'53", an arc distance of 182.25 feet; thence North 84°22'31" West, 79.51 feet; thence North 00°26'25" East, 35.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 90°00'00", an arc distance of 39.27 feet to a point on the South right-of-way line of Southgate Boulevard; thence tangent to said curve South 89°33'35" East, along the said South right-of-way line, 1775.00 feet to the POINT OF BEGINNING.

PARCEL 4:

A portion of Tract D of said LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, described as follows:

BEGINNING at the most southwesterly corner of said Tract D; thence North 14°00'13" East, along the West boundary of said Tract D and along the right-of-way line of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, 40.24 feet; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 100.00 feet, a delta of 92°47'07", an arc distance of 161.94 feet to a point of reverse curvature; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 180.00 feet, a delta of 78°17'21", an arc distance of 245.95 feet; thence tangent to said curve North 28°30'00" East, 425.78 feet to a point on the arc of a non-tangent curve

(radial line thru said point bears North 01°47'58" West); thence northeasterly along the arc of said curve being concave to the Northwest having a radius of 390.00 feet, a delta of 18°12'02", an arc distance of 123.89 feet; thence tangent to said curve North 70°00'00" East, 430.00 feet; thence North 87°00'00" East, 790.00 feet to a point on the aforesaid canal right-of-way; thence South 32°00'00" East, along said right-of-way line, 276.10 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 280.00 feet, a delta of 41°00'00", an arc distance of 200.36 feet; thence tangent to said curve South 73°00'00" East, along said right-of-way line, 80.00 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 200.00 feet, a delta of 59°00'00", an arc distance of 205.95 feet; thence tangent to said curve South 14°00'00" East, along said right-of-way line, 169.36 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 230.00 feet, a delta of 62°02'56", an arc distance of 249.08 feet to a point of reverse curvature; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 150.00 feet, a delta of 43°32'56", an arc distance of 114.01 feet; thence tangent to said curve South 32°30'00" East, along said right-of-way line, 50.00 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South 49°31'56" West, along said right-of-way line 273.71 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 1395.00 feet, a delta of 14°28'04", an arc distance of 352.26 feet; thence tangent to said curve South 64°00'00" West, along said right-of-way line, 36.78 feet; thence westerly along the arc of a tangent curve said curve being concave to the North having a radius of 25.00 feet, a delta of 86°52'08", an arc distance of 37.90 feet to a point of reverse curvature; thence northwesterly along the northerly right-of-way line of N.W. 81st Street, as recorded in said Official Records Book 6450, Page 688 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 1165.00 feet, a delta of 22°18'12", an arc distance of 453.50 feet to a point on the arc of a radically tangent curve; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 300.00 feet, a delta of 52°52'37", an arc distance of 276.86 feet; thence tangent to said curve North 14°18'41" West, 90.00 feet; thence North 24°06'06" West, 435.26 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of 83°04'02", an arc distance of 144.98 feet; thence tangent to said curve South 72°49'52" West, 501.42 feet; thence South 69°19'52" West, 362.18 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 170.00 feet, a delta of 76°00'00", an arc distance of 225.50 feet; thence tangent to said curve South 06°40'08" East 137.18 feet to a point on said northerly right-of-way line of N.W. 81st Street; thence South 83°19'52" West, along said right-of-way line, 208.97 feet; thence westerly along said right-of-way line and along the arc of a tangent curve said curve being concave to the North, having a radius of 1395.00 feet, a delta of 19°01'46", an arc distance of 463.32 feet to the POINT OF BEGINNING.

PARCEL 5:

A portion of said Tract D LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, described as follows:

BEGINNING at the most northerly and westerly corner of said Tract D; thence South 01°30'00" East, 206.31 feet; thence South 70°00'00" West, 235.30 feet; thence southwesterly along the arc of a tangent curve being concave to the Northwest having a radius of 330.00 feet, a delta of 11°53'53", an arc distance of 68.53 feet to a point on the right-of-way of that certain canal right-of-way as recorded In Official Records Book 6450, Page 688 of the Public Records of Broward County, Florida; thence North 28°30'00" East, along said right-of-way line, 222.49 feet to the POINT OF BEGINNING.

PARCEL 6:

TRACTS E and F of said LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida.

ALSO KNOWN AS:

A portion of Tracts, A, B, and C, LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, described as follows:

COMMENCING at the Northwest corner of Section 4, Township 49 South, Range 41 East; thence North 00°10'05" West, along the West boundary of said Section 4, 6.33 feet to the POINT OF BEGINNING, said point also being on the South right-of-way line of Southgate Boulevard and the North boundary of said Tract A; thence South 89°33'35" East, along said South right-of-way line and North boundary, 506.18 feet; thence South 00°09'03" East, 389.13 feet; thence South 69°45'23" East, 379.53 feet; thence northeasterly along the arc of a tangent curve said curve being concave to the Northwest having a radius of 250.00 feet, a delta of 72°12'51", an arc distance of 315.09 feet; thence South 89°33'35" East, 400.00 feet; thence North 00°09'03" West, 435.00 feet to a point of intersection with said South right-of-way line of Southgate Boulevard and said North boundary of Tract A; thence South 89°33'35" East, along said South right-of-way line and along the North boundary of said Tracts A and C, 1184.52 feet; thence southeasterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 25.00 feet, a delta of 90°00'00", an arc distance of 39.27 feet; thence tangent to said curve South 00°26'25" West, 84.00 feet; thence southerly along the arc of a tangent curve, said curve being concave to the West having a radius of 200.00 feet, a delta of 34°18'35", an arc distance of 119.76 feet; thence tangent to said curve South 34°45'00" West, 75.55 feet to a point on the right-of-way line of that certain canal right-of-way recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point on the arc of a non-tangent curve (radial line thru said point bears South 28°35'58" West); thence northwesterly along said right-of-way line and along the arc of said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 28°09'31", an arc distance of 137.61 feet; thence tangent to said curve North 89°33'35" West, along said right-of-way line, 650.00 feet; thence southwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 180.00 feet, a delta of 90°00'00", an arc distance of 282.74 feet; thence tangent to said curve South 00°26'25" West, along said right-of-way line and along the East boundary of said Tract A, 72.90 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 300.00 feet, a delta of 28°03'35", an arc distance of 146.92 feet; thence tangent to said curve South 28°30'00" West, along said right-of-way line and along said East boundary, 287.48 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 07°46'43" East); thence westerly along the arc of said curve being concave to the North having a radius of 330.00 feet, a delta of 3°18'02", an arc distance of 19.01 feet; thence tangent to said curve North 78°55'15" West, 39.26 feet; thence North 10°30'00" West, 160.87 feet; thence South 79°30'00" West, 478.61 feet; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 350.00 feet, a delta of 46°19'55", an arc distance of 283.03 feet; thence tangent to said curve North 54°10'05" West, 621.27 feet; thence southwesterly along the arc of a tangent curve said curve being concave to the Southeast having a radius of 60.00 feet, a delta of 108°00'00", an arc distance of 113.10 feet; thence tangent to said curve South 17°49'55" West, 372.42 feet to a point of intersection with the West boundary of said Section 4; thence South 00°10'05" East, along said West boundary, 185.00 feet; thence South 84°10'05" East, 140.74 feet; thence easterly along the arc of a tangent curve, said curve being concave to the South having a radius of 300.00 feet, a delta of 26°00'00", an arc distance of 136.14 feet; thence tangent to said curve South 58°10'05" East, 775.64 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South 68°39'54" East); thence Southwesterly along the arc of said curve being concave to the Southeast having a radius of 240.00 feet, a delta of 7°32'24", an arc distance of 31.58 feet; thence tangent to said curve South 13°47'42" West, 10.01 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 25.00 feet, a delta of 95°26'33", an arc distance of 41.65 feet to a point of intersection with the northerly right-of-way line of N.W. 81st Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point of compound curvature; thence westerly along said northerly right-of-way line and along the arc of a tangent curve being concave to the North having a radius of

1395.00 feet, a delta of $0^{\circ}43'43''$, an arc distance of 17.74 feet; thence tangent to said curve North $70^{\circ}02'03''$ West, along said northerly right-of-way line and along the southerly boundary of said Tracts B and A, 461.99 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 1270.00 feet, a delta of $19^{\circ}30'09''$, arc distance of 432.29 feet; thence tangent to said curve North $89^{\circ}32'12''$ West, along said right-of-way line, 206.15 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 25.00 feet, a delta of $102^{\circ}10'28''$, an arc distance of 44.58 feet to a point of reverse curvature, said point also being on the East right-of-way line of N.W. 88th Avenue, as recorded in Official Records Book 4747, Page 183, of the Public Records of Broward County, Florida; thence northerly along said right-of-way line (said line also being the West boundary of said Tract A), and along the arc of a tangent curve, said curve being concave to the West having a radius of 1053.00 feet, a delta of $12^{\circ}48'21''$, an arc distance of 235.35 feet; thence tangent to said curve North $00^{\circ}10'05''$ West, along said West boundary of Tract A, 969.69 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of $90^{\circ}36'30''$, an arc distance of 39.54 feet to a point on said South right-of-way line of Southgate Boulevard; thence South $89^{\circ}33'35''$ East, along said South right-of-way line, 171.74 feet to the POINT OF BEGINNING.

TOGETHER WITH

A portion of Tract C of said LAND SEC. 4 GOLF COURSE PLAT and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, described as follows:

BEGINNING at the most northeasterly corner of said Tract C; thence South $00^{\circ}12'16''$ East, along the East boundary of said Tract C, 1323.97 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South $89^{\circ}47'44''$ West, along said northerly right-of-way line and along the South boundary of said Tract C, 200.00 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 680.00 feet, a delta of $4^{\circ}26'58''$, an arc distance of 52.81 feet to the Southeast corner of WOODMONT TRACT 51, according to the Plat thereof, as recorded in Plat Book 92, Page 32, of the Public Records of Broward County, Florida; thence North $04^{\circ}39'14''$ West, along the easterly boundary of said WOODMONT TRACT 51, 361.86 feet; thence northwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of $102^{\circ}20'46''$, an arc distance of 178.63 feet to a point of compound curvature; thence southwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 1000.00 feet, a delta of $35^{\circ}30'00''$, an arc distance of 619.59 feet to a point of compound curvature; thence southerly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet, a delta of $70^{\circ}00'00''$, an arc distance of 244.35 feet; thence tangent to said curve South $32^{\circ}30'00''$ East, along said boundary of WOODMONT TRACT 51, 171.20 feet to a point of cusp; thence northwesterly along the boundary of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, and along the arc of a tangent curve, said curve being concave to the Southwest and having a radius of 230.00 feet, a delta of $43^{\circ}32'56''$, an arc distance of 174.82 feet to a point of reverse curvature; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Northeast having a radius of 150.00 feet, a delta of $62^{\circ}02'56''$, an arc distance of 162.44 feet thence tangent to said curve North $14^{\circ}00'00''$ West, along said right-of-way line, 169.36 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Southwest having a radius of 280.00 feet, a delta of $59^{\circ}00'00''$, an arc distance of 288.33 feet; thence tangent to said curve North $73^{\circ}00'00''$ West, along said right-of-way line, an arc distance of 80.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 200.00 feet, a delta of $41^{\circ}00'00''$, an arc distance of 143.12 feet; thence tangent to said curve North $32^{\circ}00'00''$ West, along said right-of-way line, 650.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 280.00 feet, a delta of $17^{\circ}06'01''$, an arc distance of 83.57 feet; thence North $34^{\circ}45'00''$ East, 75.55 feet; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 260.00 feet, a delta of $7^{\circ}03'03''$, an arc distance of 32.00 feet to a point of reverse

curvature; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of $79^{\circ}53'45''$, an arc distance of 34.86 feet; thence tangent to said curve South $72^{\circ}24'17''$ East, 31.18 feet; thence southeasterly along the arc of a tangent curve being concave to the Northeast having a radius of 730.00 feet, a delta of $3^{\circ}37'17''$, an arc distance of 46.14 feet; thence South $00^{\circ}26'25''$ West, 31.39 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet; a delta of $27^{\circ}11'35''$, an arc distance of 94.92 feet; thence North $89^{\circ}31'26''$ East, 162.02 feet; thence easterly along the arc of a tangent curve being concave to the South having a radius of 400.00 feet, a delta of $42^{\circ}43'43''$, an arc distance of 298.30 feet to a point of reverse curvature; thence southeasterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 540.00 feet, a delta of $44^{\circ}48'43''$, an arc distance of 422.34 feet; thence tangent to said curve North $87^{\circ}26'25''$ East, 535.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 75.00 feet, a delta of $90^{\circ}00'00''$, an arc distance of 117.81 feet; thence tangent to said curve North $02^{\circ}33'35''$ West, 130.00 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 75.00 feet, a delta of $90^{\circ}00'00''$, an arc distance of 117.81 feet; thence tangent to said curve South $87^{\circ}26'25''$ West, 535.00 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 260.00 feet, a delta of $43^{\circ}00'00''$, an arc distance of 195.13 feet to a point of reverse curvature; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 700.00 feet, a delta of $41^{\circ}19'36''$, an arc distance of 504.90 feet to a point of reverse curvature; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 565.00 feet, a delta of $18^{\circ}28'53''$, an arc distance of 182.25 feet; thence North $84^{\circ}22'31''$ West, 79.51 feet; thence North $00^{\circ}26'25''$ East, 35.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of $90^{\circ}00'00''$, an arc distance of 39.27 feet to a point on the South right-of-way line of Southgate Boulevard; thence tangent to said curve South $89^{\circ}33'35''$ East, along the said South right-of-way line, 1775.00 feet to the POINT OF BEGINNING.

ALSO TOGETHER WITH

A portion of Tract D of said LAND SEC. 4 GOLF COURSE PLAT and a portion of said FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, described as follows:

BEGINNING at the most southwesterly corner of said Tract D; thence North $14^{\circ}00'13''$ East, along the West boundary of said Tract D and along the right-of-way line of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, 40.24 feet; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 100.00 feet, a delta of $92^{\circ}47'07''$, an arc distance of 161.94 feet to a point of reverse curvature; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 180.00 feet, a delta of $78^{\circ}17'21''$, an arc distance of 245.95 feet; thence tangent to said curve North $28^{\circ}30'00''$ East, 425.78 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North $01^{\circ}47'58''$ West); thence northeasterly along the arc of said curve being concave to the Northwest having a radius of 390.00 feet; a delta of $18^{\circ}12'02''$, an arc distance of 123.89 feet; thence tangent to said curve North $70^{\circ}00'00''$ East, 430.00 feet; thence North $87^{\circ}00'00''$ East, 790.00 feet to a point on the aforesaid canal right-of-way; thence South $32^{\circ}00'00''$ East, along said right-of-way line, 276.10 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 280.00 feet, a delta of $41^{\circ}00'00''$, an arc distance of 200.36 feet; thence tangent to said curve South $73^{\circ}00'00''$ East, along said right-of-way line, 80.00 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 200.00 feet, a delta of $59^{\circ}00'00''$, an arc distance of 205.95 feet; thence tangent to said curve South $14^{\circ}00'00''$ East, along said right-of-way line, 169.36 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 230.00 feet, a delta of $62^{\circ}02'56''$, an arc distance of 249.08 feet to a point of reverse curvature; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 150.00 feet, a delta of $43^{\circ}32'56''$, an arc distance of 114.01 feet; thence tangent to said curve

South 32°30'00" East, along said right-of-way line, 50.00 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South 49°31'56" West, along said right-of-way line 273.71 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 1395.00 feet, a delta of 14°28'04", an arc distance of 352.26 feet; thence tangent to said curve South 64°00'00" West, along said right-of-way line, 36.78 feet; thence westerly along the arc of a tangent curve said curve being concave to the North having a radius of 25.00 feet, a delta of 86°52'08", an arc distance of 37.90 feet to a point of reverse curvature; thence northwesterly along the northerly right-of-way line of N.W. 81st Street, as recorded in said Official Records Book 6450, Page 688 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 1165.00 feet, a delta of 22°18'12", an arc distance of 453.50 feet to a point on the arc of a radically tangent curve; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 300.00 feet, a delta of 52°52'37", an arc distance of 276.86 feet; thence tangent to said curve North 14°18'41" West, 90.00 feet; thence North 24°06'06" West, 435.26 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of 83°04'02", an arc distance of 144.98 feet; thence tangent to said curve South 72°49'52" West, 501.42 feet; thence South 69°19'52" West, 362.18 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 170.00 feet, a delta of 76°00'00", an arc distance of 225.50 feet; thence tangent to said curve South 06°40'08" East 137.18 feet to a point on said northerly right-of-way line of N.W. 81st Street; thence South 83°19'52" West, along said right-of-way line, 208.97 feet; thence westerly along said right-of-way line and along the arc of a tangent curve said curve being concave to the North, having a radius of 1395.00 feet, a delta of 19°01'46", an arc distance of 463.32 feet to the POINT OF BEGINNING.

ALSO TOGETHER WITH

A portion of said Tract D described as follows:

BEGINNING at the most northerly and westerly corner of said Tract D; thence South 01°30'00" East, 206.31 feet; thence South 70°00'00" West, 235.30 feet; thence southwesterly along the arc of a tangent curve being concave to the Northwest having a radius of 330.00 feet, a delta of 11°53'53", an arc distance of 68.53 feet to a point on the right-of-way of that certain canal right-of-way as recorded In Official Records Book 6450, Page 688 of the Public Records of Broward County, Florida; thence North 28°30'00" East, along said right-of-way line, 222.49 feet to the POINT OF BEGINNING.

ALSO TOGETHER WITH

TRACTS E and F of said LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida.

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

AND

Tracts G, H, I, J, K, L, M, N, O, P and Q, LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida.

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

AND

Parcel "A", WOODMONT RECREATION COMPLEX, according to the plat thereof, as recorded in Plat Book 91, Page 49, of the Public Records of Broward County, Florida.

EXHIBIT "B"

LEGAL DESCRIPTION FOR THE RESIDENTIAL PARCELS



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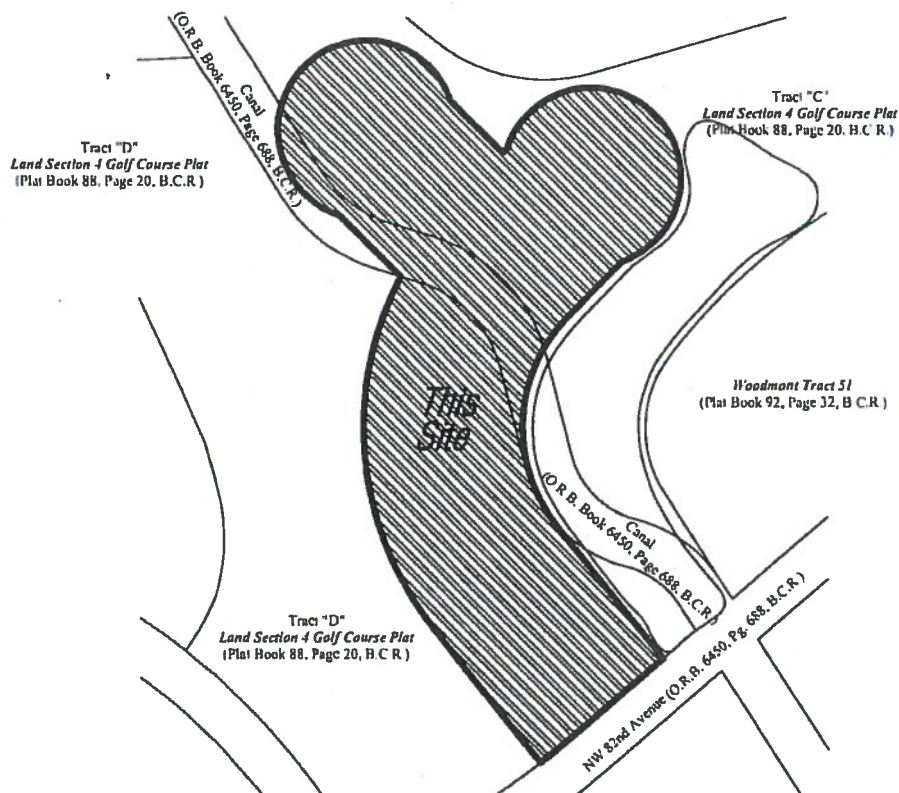
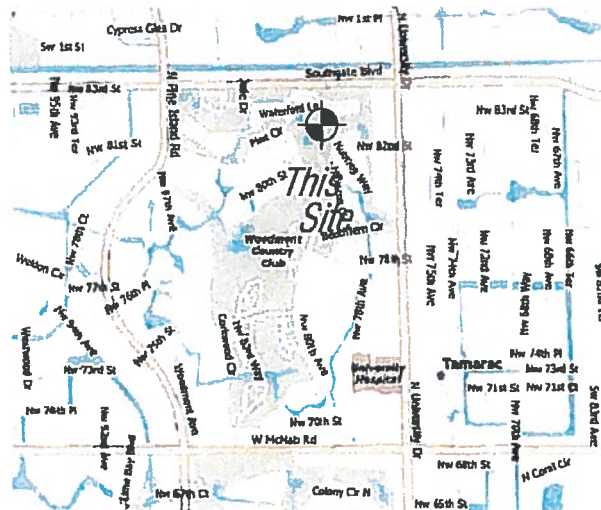
6750 NW 9th Court Margate, Florida 33063
Phone: (954) 675-7244 Email: djgsurvey@yahoo.com

LB # 7682

Sheet 1 of 3

- Sketch and Description -

Pod A



Dennis J. Gabriele

09-24-12

Dennis J. Gabriele
Professional Surveyor and Mapper No. LS5709
State of Florida

Not Valid without the signature
and original raised seal of a Florida
licensed Surveyor and Mapper

Updates and Revisions	Date	By	QC	NOTE: The undersigned and DJG SURVEYING AND MAPPING, INC. make no representation or guarantee as to the completeness of the information reflected herein pursuant to easements, right-of-way, set-back, zone, record, agreements or other matters of record. This instrument is intended to reflect as set forth only those matters shown in the references above. DJG SURVEYING AND MAPPING, INC. did not research the public records for matters affecting the lands shown. The instrument is the property of DJG SURVEYING AND MAPPING, INC. and shall not be reproduced in whole or in part without written permission of DJG SURVEYING AND MAPPING, INC.
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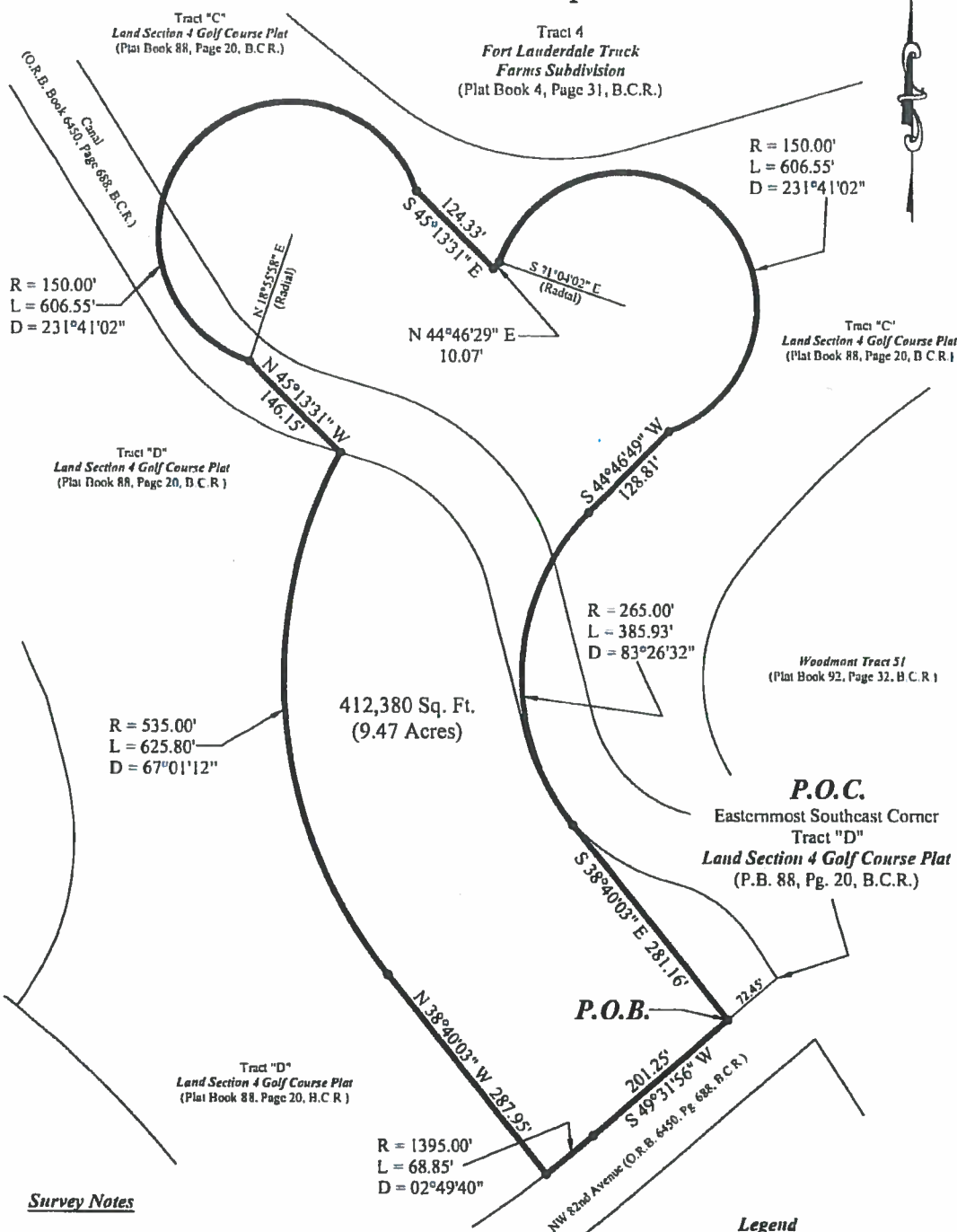
DJG Surveying and Mapping, Inc.

6750 NW 9th Court Margate, Florida 33063
Phone: (954) 675-7244 Email: djgsurvey@yahoo.com

LB # 7682

Sheet 2 of 3

- Sketch and Description -





- Legal Description -

A parcel of land being a portion of Tract "D" and Tract "C", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, and a portion of a canal, as recorded in Official Records Book 6450, Page 688, all of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Easternmost Southeast corner of said Tract "D", said point also being a point on the Northerly line of NW 82nd Avenue as described in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida;

Thence, South $49^{\circ}31'56''$ West, along said Northerly line, a distance of 72.45 feet to the **Point of Beginning**;

Thence, continue along said Northerly line, South $49^{\circ}31'56''$ West, a distance of 201.25 feet to the point of curvature of a circular curve, concave to the Northwest, having a radius of 1395.00 feet and a central angle of $02^{\circ}49'40''$;

Thence, Southerly along the arc of said curve, and said Northerly line of NW 82nd Avenue, an arc distance of 68.85 feet;

Thence, North $38^{\circ}40'03''$ West, a distance of 287.95 feet to the point of curvature of a circular curve, concave to the East, having a radius of 535.00 feet and a central angle of $67^{\circ}01'12''$;

Thence, Northerly along the arc of said curve, an arc distance of 625.80 feet;

Thence, North $45^{\circ}13'31''$ West, a distance of 146.15 feet to a point on the arc of a circular curve, concave to the East, having a radius of 150.00 feet and a central angle of $231^{\circ}41'02''$;

Thence, Northerly and Easterly along the arc of said curve, an arc distance of 606.55 feet;

Thence, South $45^{\circ}13'31''$ East, a distance of 124.33 feet;

Thence, North $44^{\circ}46'29''$ East, a distance of 10.07 feet to a point on the arc of a circular curve, concave to the South, having a radius of 150.00 feet and a central angle of $231^{\circ}41'02''$, a radial line bears from said point South $71^{\circ}04'02''$ East;

Thence, Easterly, Southerly and Westerly along the arc of said curve, an arc distance of 606.55 feet;

Thence, South $44^{\circ}46'49''$ West, a distance of 128.81 feet to the point of curvature of a circular curve, concave to the East, having a radius of 265.00 feet and a central angle of $83^{\circ}26'32''$;

Thence, Southerly along the arc of said curve, an arc distance of 385.93 feet;

Thence, South $38^{\circ}40'03''$ East, a distance of 281.16 feet to the **Point of Beginning**.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 412,380 square feet (9.47 acres) more or less.



DJG Surveying and Mapping, Inc.

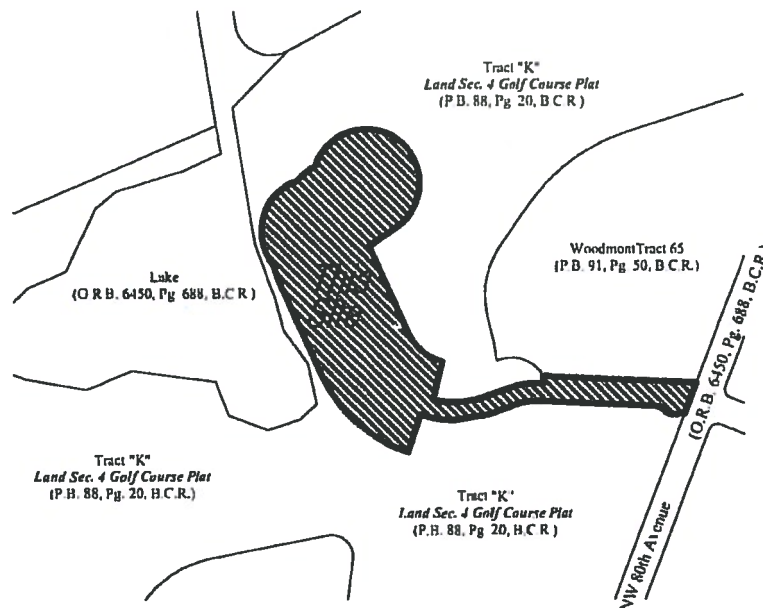
6750 NW 9th Court Margate, Florida 33063
Phone: (954) 675-7244 Email: djgsurvey@yahoo.com

LB # 7682

Sheet 1 of 3

- Sketch and Description -

Pod B



Dennis J. Gabriele

09-24-12

Dennis J. Gabriele
Professional Surveyor and Mapper No. LS5709
State of Florida

Not Valid without the signature
and original raised seal of a Florida
licensed Surveyor and Mapper

Updates and Revisions	Date	By	QC	NOTES: The undersigned and DJG SURVEYING AND MAPPING, INC. make no representations or warranties as to the completeness of the information reflected herein pertaining to easements, right-of-way, wet-back lines, reserves, etc. as agreements or other matters affecting the boundaries shown on this map. This instrument is intended to reflect as true and correct the information shown on the references above. DJG SURVEYING AND MAPPING, INC. did not research the public records for matters affecting the lands shown. This instrument is the property of DJG SURVEYING AND MAPPING, INC. and shall not be reproduced or altered in any way without written permission of DJG SURVEYING AND MAPPING, INC.
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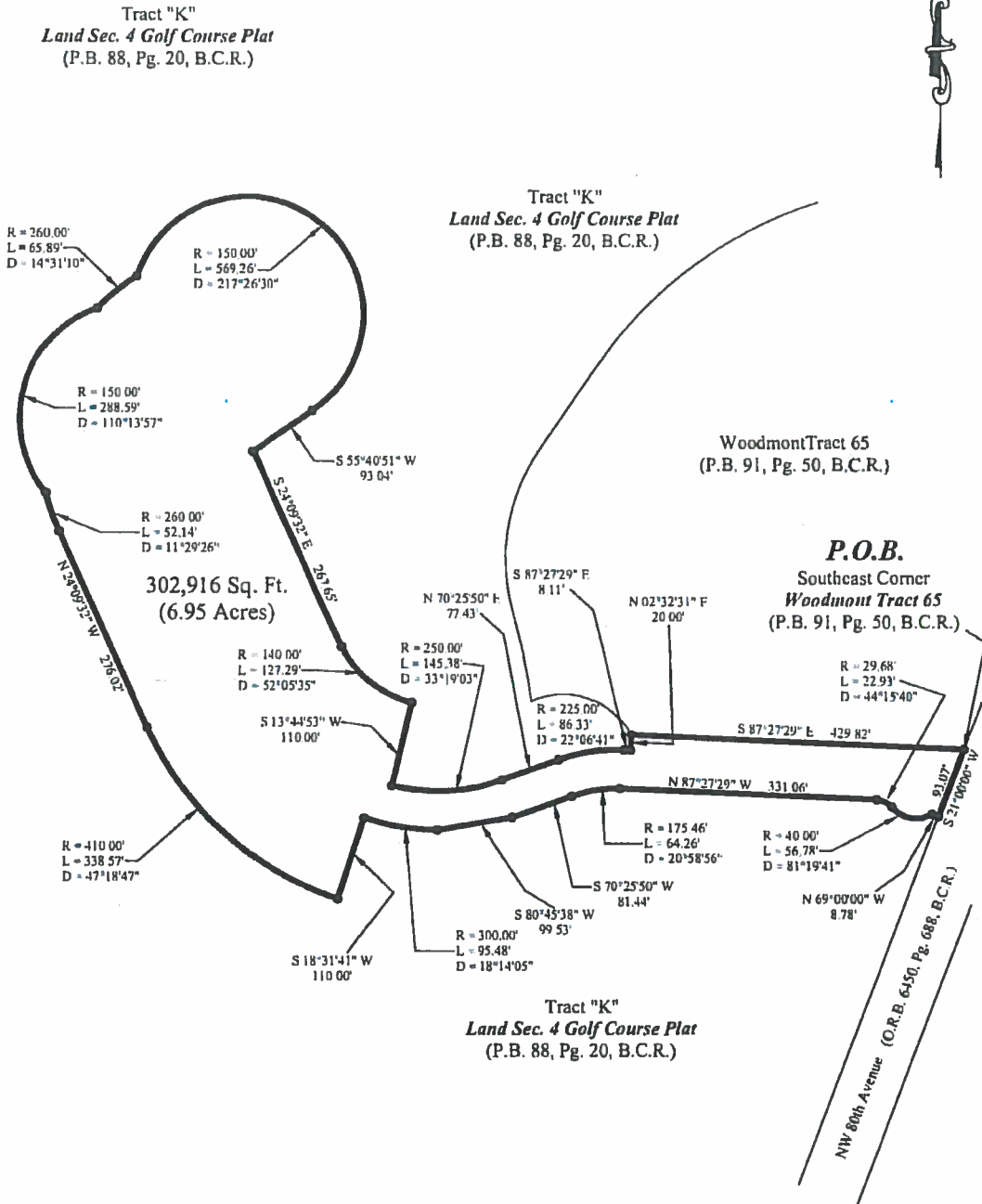
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Sheet 2 of 3

- Sketch and Description -



Survey Notes

1. Bearing Reference: Bearings shown hereon are referenced to the South Line of Tract "I", Land Sec. 4 Golf Course Plat, Plat Book 88, Page 20, B.C.R. Said line bears South 62°17'32" West.
2. P.B. denotes Plat Book
3. Pg. denotes Page
4. B.C.R. denotes Broward County Records
5. This is not a survey, but only a graphic depiction shown hereon. No boundary corners were set in the field related to this sketch.
6. For clarity, radial lines have not been labeled on this sketch. Refer to the written legal description for all radial lines.

Legend

P.O.C. = Point of Commencement
P.O.B. = Point of Beginning
R = Radius
L = Arc Length
D = Central Angle (Delta)



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LB # 7682

Sheet 3 of 3

- Legal Description -

A parcel of land lying in Section 4, Township 49 South, Range 41 East, being a portion of Tract "K", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

Beginning at the Southeast corner of *Woodmont Tract 65*, as recorded in Plat Book 91, Page 50, of the Public Records of Broward County, Florida, said point being on the Westerly line of NW 80th Avenue;
Thence, South 21°00'00" West, along said Westerly line, a distance of 93.07 feet;
Thence, North 69°00'00" West, a distance of 8.78 feet to a point on the arc of a circular curve, concave to the North, having a radius of 40.00 feet and a central angle of 81°19'41"; a radial line bears from said point North 30°19'05" West;
Thence, Westerly along the arc of said curve, an arc distance of 56.78 feet to a point on the arc of a circular curve, concave to the South, having a radius of 29.68 feet and a central angle of 44°15'40"; a radial line bears from said point South 46°48'11" West;
Thence, Westerly along the arc of said curve, an arc distance of 22.93 feet to the point of tangency;
Thence, North 87°27'29" West, a distance of 331.06 feet to a point on the arc of a circular curve, concave to the South, having a radius of 175.46 feet and a central angle of 20°58'56"; a radial line bears from said point South 01°24'46" West;
Thence, Westerly along the arc of said curve, an arc distance of 64.26 feet to the point of tangency;
Thence, South 70°25'50" West, a distance of 81.44 feet;
Thence, South 80°45'38" West, a distance of 99.53 feet to a point on the arc of a circular curve, concave to the North, having a radius of 300.00 feet and a central angle of 18°14'05"; a radial line bears from said point North 00°17'36" East;
Thence, Westerly along the arc of said curve, an arc distance of 95.48 feet;
Thence, South 18°31'41" West, a distance of 110.00 feet, radially, to the point of curvature of a circular curve, concave to the North, having a radius of 410.00 feet and a central angle of 47°18'47";
Thence, Northwesternly along the arc of said curve, an arc distance of 338.57 feet to the point of tangency;
Thence, North 24°09'32" West, a distance of 276.02 feet to a point on the arc of a circular curve, concave to the East, having a radius of 260.00 feet and a central angle of 11°29'26"; a radial line bears from said point North 65°50'28" East;
Thence, Northernly along the arc of said curve, an arc distance of 52.14 feet to a point on the arc of a circular curve, concave to the East, having a radius of 150.00 feet and a central angle of 110°13'57"; a radial line bears from said point North 50°27'41" East;
Thence, Northernly and Easterly along the arc of said curve, an arc distance of 288.59 feet to a point on the arc of a circular curve, concave to the East, having a radius of 260.00 feet and a central angle of 14°31'10"; a radial line bears from said point South 46°10'35" East;
Thence, Northeasterly along the arc of said curve, an arc distance of 65.89 feet to a point on the arc of a circular curve, concave to the South, having a radius of 150.00 feet and a central angle of 217°26'30"; a radial line bears from said point South 71°21'54" East;
Thence, Easterly, Southerly and Westerly along the arc of said curve, an arc distance of 569.26 feet;
Thence, South 55°40'51" West, a distance of 93.04 feet;
Thence, South 24°09'32" East, a distance of 267.65 feet to the point of curvature of a circular curve, concave to the North, having a radius of 140.00 feet and a central angle of 52°05'35";
Thence, Southeasterly along the arc of said curve, an arc distance of 127.29 feet;
Thence, South 13°44'53" West, a distance of 110.00 feet, radially, to the point of curvature of a circular curve, concave to the North, having a radius of 250.00 feet and a central angle of 33°19'03";
Thence, Easterly along the arc of said curve, an arc distance of 145.38 feet to the point of tangency;
Thence, North 70°25'50" East, a distance of 77.43 feet to the point of curvature of a circular curve, concave to the South, having a radius of 225.00 feet and a central angle of 22°06'41";
Thence, Easterly along the arc of said curve, an arc distance of 86.33 feet to the point of tangency;
Thence, South 87°27'29" East, a distance of 8.11 feet;
Thence, North 02°32'31" East, a distance of 20.00 feet;
Thence, South 87°27'29" East, a distance of 429.82 feet to the **Point of Beginning**.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 302,916 square feet (6.95 acres) more or less.

Updates and Revisions		Date	By	QC	NOTE: The undersigned and DAG SURVEYING AND MAPPING, INC. make no representation or guarantee as to the completeness and accuracy of the information pertaining to easements, right-of-way, set-back lines, survey areas, agreements or other matters of record. This statement is intended to reflect as set forth only those items shown in the information above. DAG SURVEYING AND MAPPING, INC. does not warrant the accuracy of records for matters affecting the lands shown. This instrument is the property of DAG SURVEYING AND MAPPING, INC. and shall not be reproduced in whole or in part without written permission of DAG SURVEYING AND MAPPING, INC.
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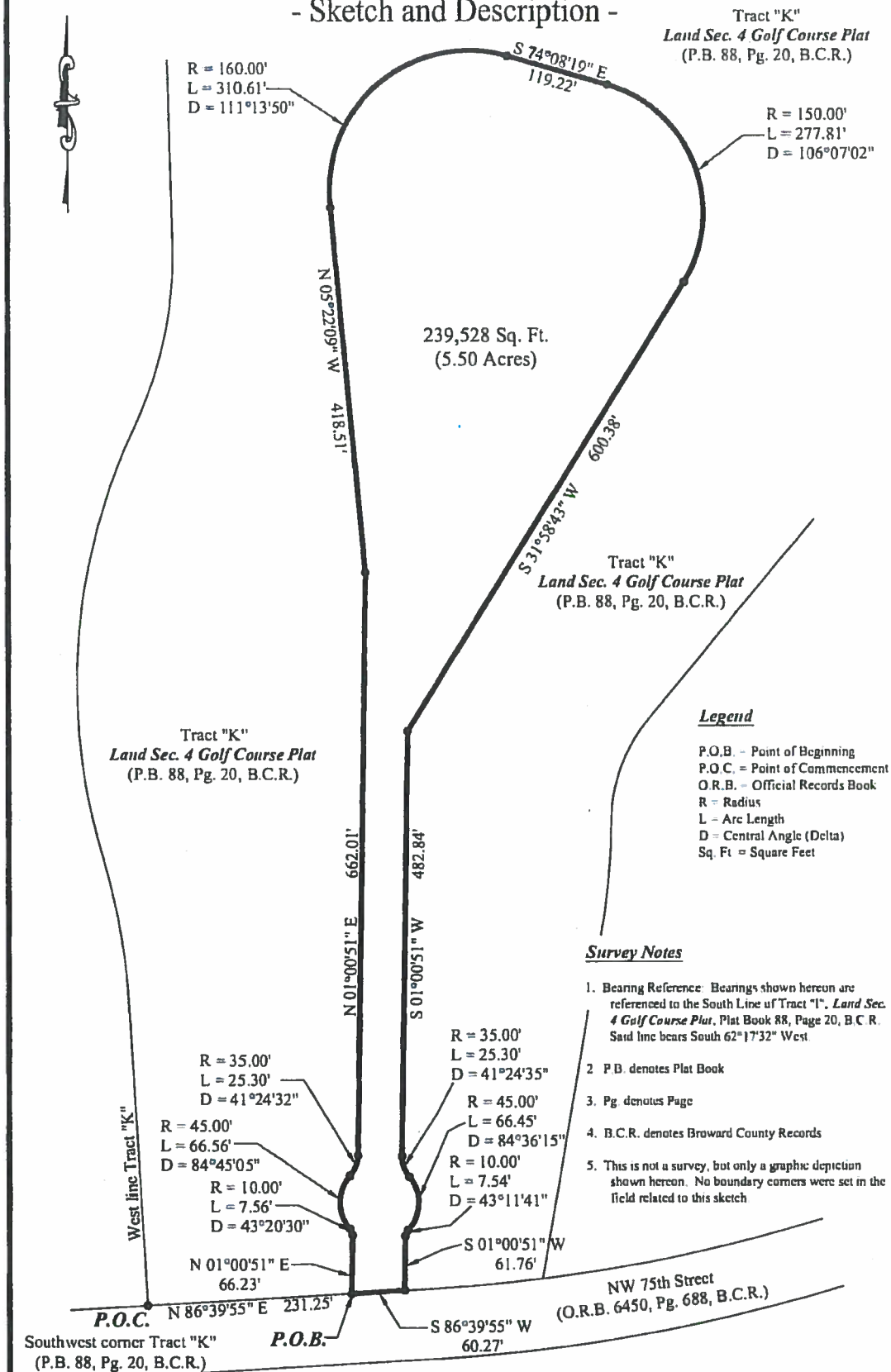
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LB # 7682

Sheet 2 of 3

- Sketch and Description -





- Legal Description -

A parcel of land lying in Section 4, Township 49 South, Range 41 East, being a portion of Tract "K", **Land Sec. 4 Golf Course Plat**, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Tract "K", said point also being a point on the Northerly line of NW 75th Street as described in Official Records Book 6450, Page 688 of the Public Records of Broward County Florida;

Thence, North 86°39'55" East, along said Northerly line, a distance of 231.25 feet to the **Point of Beginning**;

Thence, North 01°00'51" East, a distance of 66.23 feet to the point of curvature of a circular curve, concave to the West, having a radius of 10.00 feet and a central angle of 43°20'30";

Thence, Northerly along the arc of said curve, an arc distance of 7.56 feet to the point of reverse curvature of a circular curve, concave to the East, having a radius of 45.00 feet and a central angle of 84°45'05";

Thence, Northerly along the arc of said curve, an arc distance of 66.56 feet to the point of reverse curvature of a circular curve, concave to the West, having a radius of 35.00 feet and a central angle of 41°24'32";

Thence, Northerly along the arc of said curve, an arc distance of 25.30 feet to the point of tangency;

Thence, North 01°00'51" East, a distance of 662.01 feet;

Thence, North 05°22'09" West, a distance of 418.51 feet to the point of curvature of a circular curve, concave to the Southeast, having a radius of 160.00 feet and a central angle of 111°13'50";

Thence, Northerly and Easterly along the arc of said curve, an arc distance of 310.61 feet to the point of tangency;

Thence, South 74°08'19" East, a distance of 119.22 feet to the point of curvature of a circular curve, concave to the Southwest, having a radius of 150.00 feet and a central angle of 106°07'02";

Thence, Easterly and Southerly along the arc of said curve, an arc distance of 277.81 feet to the point of tangency;

Thence, South 31°58'43" West, a distance of 600.38 feet;

Thence, South 01°00'51" West, a distance of 482.84 feet to the point of curvature of a circular curve, concave to the East, having a radius of 35.00 feet and a central angle of 41°24'35";

Thence, Southerly along the arc of said curve, an arc distance of 25.30 feet to the point of reverse curvature of a circular curve, concave to the West, having a radius of 45.00 feet and a central angle of 84°36'15";

Thence, Southerly along the arc of said curve, an arc distance of 66.45 feet to the point of reverse curvature of a circular curve, concave to the East, having a radius of 10.00 feet and a central angle of 43°11'41";

Thence, Southerly along the arc of said curve, an arc distance of 7.54 feet to the point of tangency;

Thence, South 01°00'51" West, a distance of 61.76 feet to a point on the North line of NW 75th Street;

Thence, South 86°39'55" West, along said North line, a distance of 60.27 feet to the **Point of Beginning**.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 239,528 square feet (5.50 acres) more or less.



DJG Surveying and Mapping, Inc.

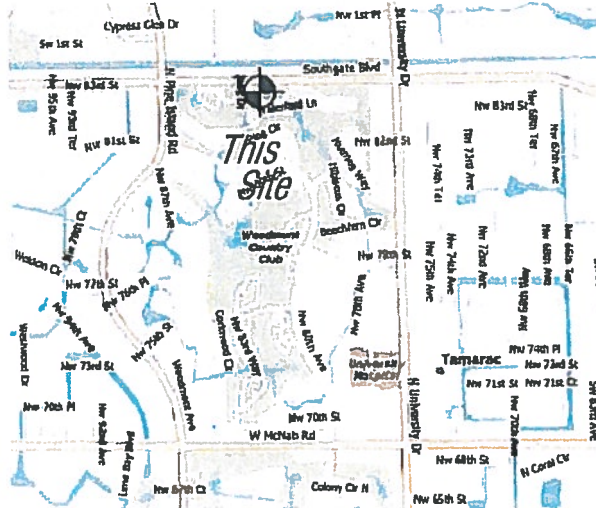
6750 NW 9th Court Margate, Florida 33063
Phone: (954) 675-7244 Email: djgsurvey@yahoo.com

LB # 7682

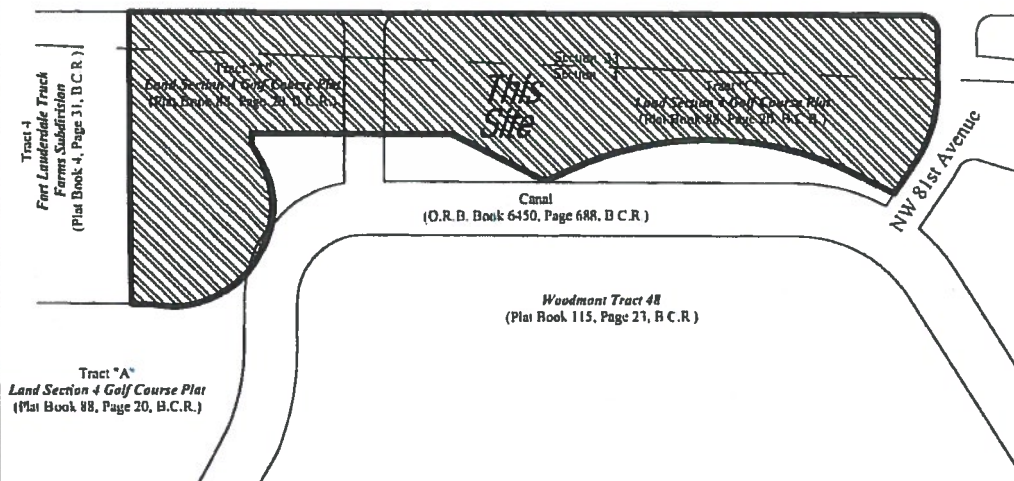
Sheet 1 of 3

- Sketch and Description -

Pod E



Southgate Boulevard
(O.R.B. 4747, Pg. 183, B.C.R.)



Dennis J. Gabriele

09-24-12

Dennis J. Gabriele
Professional Surveyor and Mapper No. LS5709
State of Florida

Not Valid without the signature
and original raised seal of a Florida
licensed Surveyor and Mapper

Updates and Revisions		Date	By	QC	<small>NOTE: The undersigned and DJG SURVEYING AND MAPPING, INC. make no representation or guarantee as to the completeness of the information reflected herein pertaining to easements, right-of-way, set-backs, liens, restrictions, agreements or other matters of record. This instrument is intended to reflect or set forth only those items shown in the references above. DJG SURVEYING AND MAPPING, INC. did not research the public records for matters affecting the lands shown. This instrument is the property of DJG SURVEYING AND MAPPING, INC. and shall not be reproduced in whole or in part without written permission of DJG SURVEYING AND MAPPING, INC.</small>		
Job No. 10-0218		Drawn By: DG		QA / QC: DG	FB.	PG.	Scale: N.T.S.



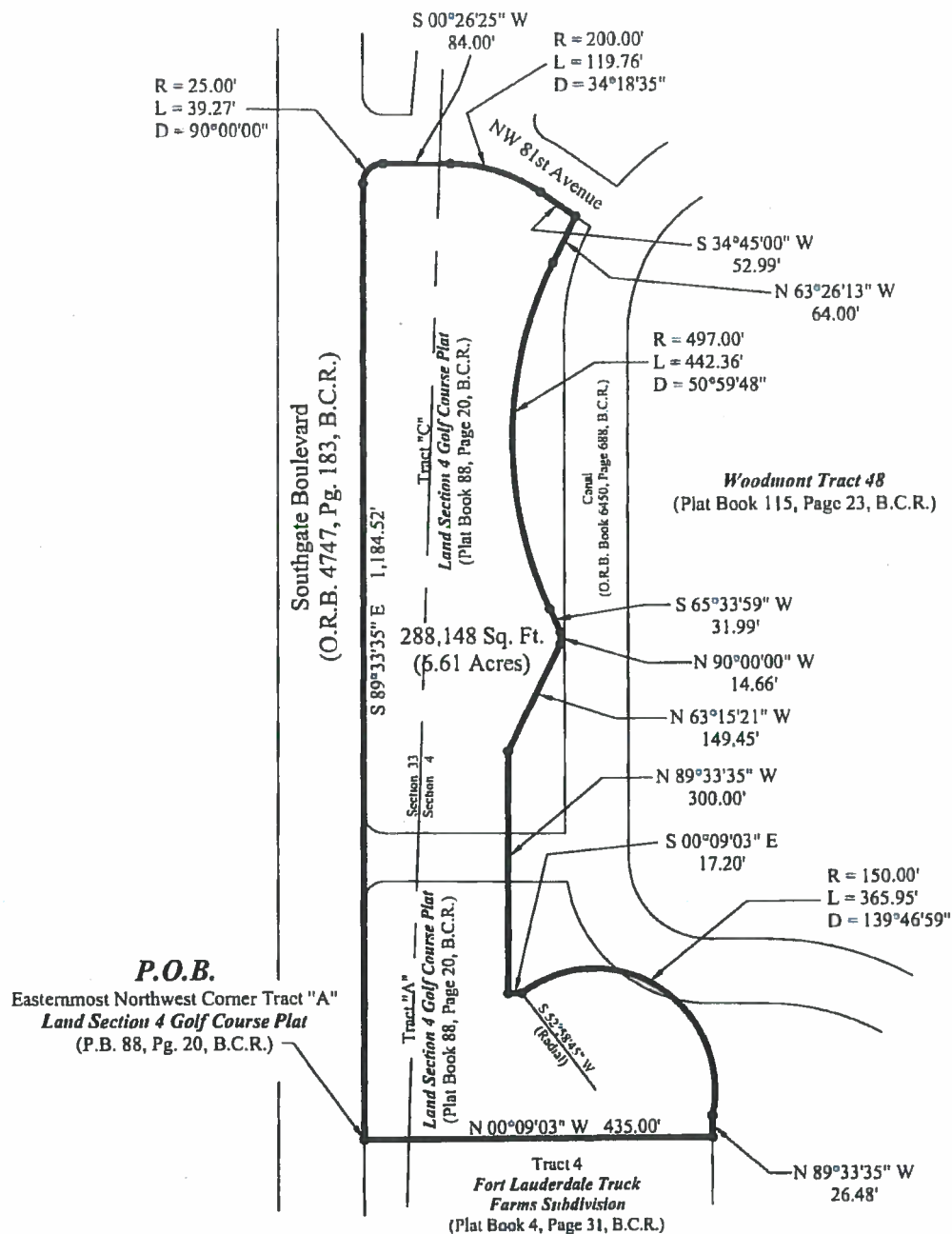
DJG Surveying and Mapping, Inc.

6750 NW 9th Court Margate, Florida 33063
Phone: (954) 675-7244 Email: djgsurvey@yahoo.com

LB # 7682

Sheet 2 of 3

- Sketch and Description -



Survey Notes

1. Bearing Reference: Bearings shown hereon are referenced to the South Line of Tract "I". Land Sec. 4 Golf Course Plat, Plat Book 88, Page 20, B.C.R. Said line bears South 62°17'32" West.
2. P.B. denotes Plat Book
3. Pg. denotes Page
4. B.C.R. denotes Broward County Records
5. This is not a survey, but only a graphic depiction shown hereon. No boundary corners were set in the field related to this sketch.

Legend

P.O.B. = Point of Beginning
P.O.C. = Point of Commencement
O.R.B. = Official Records Book
R = Radius
L = Arc Length
D = Central Angle (Delta)
Sq. Ft. = Square Feet



- Legal Description -

A parcel of land being a portion of Tract "A" and Tract "C", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, and a portion of a canal, as recorded in Official Records Book 6450, Page 688, all of the Public Records of Broward County, Florida, being more particularly described as follows:

Beginning at the Easternmost Northwest corner of said Tract "A" and a point on the South line of Southgate Boulevard;

Thence, South 89°33'35" East, along said South line, a distance of 1,184.52 feet to the point of curvature of a circular curve, concave to the Southwest, having a radius of 25.00 feet and a central angle of 90°00'00";

Thence, Southeasterly along the arc of said curve, an arc distance of 39.27 feet;

Thence, South 00°26'25" West, a distance of 84.00 feet to the point of curvature of a circular curve, concave to the West, having a radius of 200.00 feet and a central angle of 34°18'35";

Thence, Southwesterly along the arc of said curve, an arc distance of 119.76 feet;

Thence, South 34°45'00" West, a distance of 52.99 feet;

Thence, North 63°26'13" West, a distance of 64.00 feet to the point of curvature of a circular curve, concave to the South, having a radius of 497.00 feet and a central angle of 50°59'48";

Thence, Westerly along the arc of said curve, an arc distance of 442.36 feet;

Thence, South 65°33'59" West, a distance of 31.99 feet;

Thence, North 90°00'00" West, a distance of 14.66 feet;

Thence, North 63°15'21" West, a distance of 149.45 feet;

Thence, North 89°33'35" West, a distance of 300.00 feet;

Thence, South 00°09'03" East, a distance of 17.20 feet to a point on the arc of a circular curve, concave to the West, having a radius of 150.00 feet and a central angle of 139°46'59"; a radial line bears from said point South 52°58'45" West;

Thence, Southerly and Westerly along the arc of said curve, an arc distance of 365.95 feet;

Thence, North 89°33'35" West, a distance of 26.48 feet;

Thence, North 00°09'03" West, a distance of 435.00 feet to the **Point of Beginning**.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 288,148 square feet (6.61 acres) more or less.



DJG Surveying and Mapping, Inc.

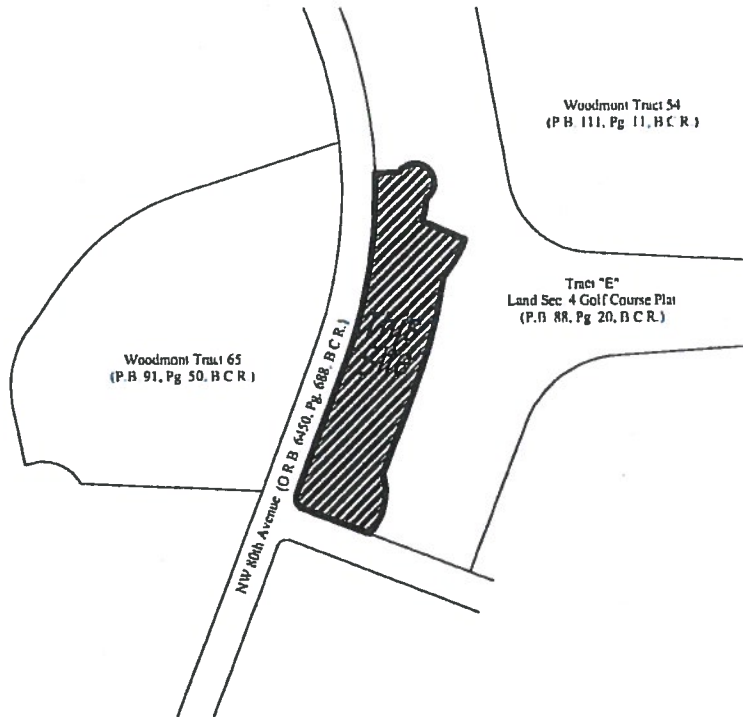
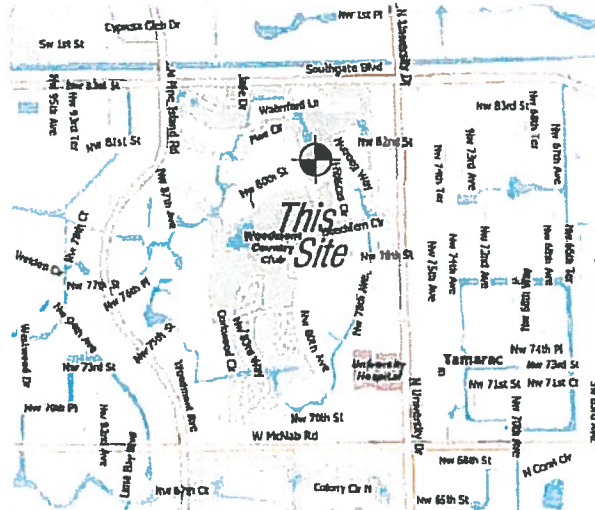
6750 NW 9th Court Margate, Florida 33063
Phone: (954) 675-7244 Email: djgsurvey@yahoo.com

LB # 7682

Sheet 1 of 3

- Sketch and Description -

Pod F



Dennis J. Gabriele

09-24-12

Dennis J. Gabriele
Professional Surveyor and Mapper No. LS5709
State of Florida

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and original raised seal of a Florida
licensed Surveyor and Mapper

Updates and Revisions	Date	By	QC	NOTES
				NOTE: The undersigned and DJG SURVEYING AND MAPPING, INC. make no representation or guarantee as to the completeness of the information reflected herein pertaining to easements, right-of-way, wet-dry lines, research agreements or other matters of record. This instrument is intended to reflect or set forth only those items shown on the references above. DJG SURVEYING AND MAPPING, INC. did not research the public records for matters affecting the lands shown. This instrument is the property of DJG SURVEYING AND MAPPING, INC. and shall not be reproduced in whole or in part without written permission of DJG SURVEYING AND MAPPING, INC.
Job No. 10-0218	Drawn By: DG	QA / QC: DG	FB. PG.	Scale: N.T.S.



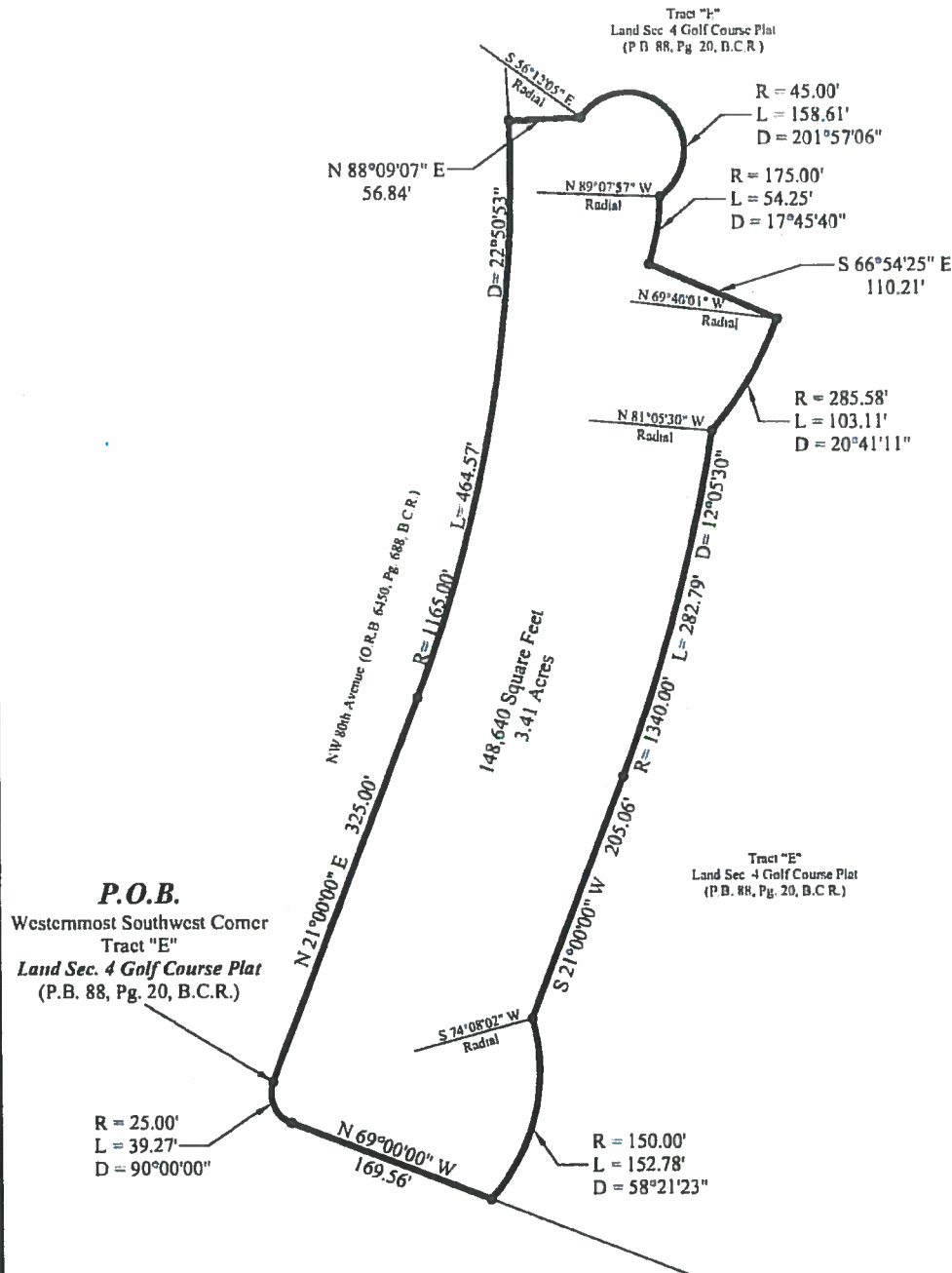
DJG Surveying and Mapping, Inc.

6750 NW 9th Court Margate, Florida 33063
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LB # 7682

Sheet 2 of 3

- Sketch and Description -



Survey Notes

1. Bearing Reference: Bearings shown hereon are referenced to the South Line of Tract "I", Land Sec. 4 Golf Course Plat, Plat Book 88, Page 20, B.C.R. Said line bears South 62°17'32" West.
2. P.B. denotes Plat Book
3. Pg. denotes Page
4. B.C.R. denotes Broward County Records
5. This is not a survey, but only a graphic depiction shown hereon. No boundary corners were set in the field related to this sketch

Legend

P.O.B. = Point of Beginning
P.O.C. = Point of Commencement
O.R.B. = Official Records Book
R = Radius
L = Arc Length
D = Central Angle (Delta)
Sq. Ft. = Square Feet

Job No. 10-0218

Drawn By: DG

QA / QC: DG

FB. N/A PG.

Scale: N.T.S.



- Legal Description -

A portion of Tract "E", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

Beginning at the Westernmost Southwest corner of said Tract "E", said point also being a point on the Easterly right-of-way line of NW 80th Avenue as described in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida;

Thence, North 21°00'00" East, along said Easterly line, a distance of 325.00 feet to the point of curvature of a circular curve, concave to the West, having a radius of 1165.00 feet and a central angle of 22°50'33";

Thence, Northerly along the arc of said curve, and the Easterly line of NW 80th Avenue, an arc distance of 464.57 feet;

Thence, radially to aforementioned curve, North 88°09'07" East, a distance of 56.84 feet to a point on the arc of a circular curve, concave to the South, having a radius of 45.00 feet and a central angle of 201°57'06"; a radial line bears from said point South 56°12'05" East;

Thence, Easterly and Southerly along the arc of said curve, an arc distance of 158.61 feet to a point on the arc of a circular curve, concave to the West, having a radius of 175.00 feet and a central angle of 17°45'40"; a radial line bears from said point North 89°07'57" West;

Thence, Southerly along the arc of said curve, an arc distance of 54.25 feet;

Thence, South 66°54'25" East, a distance of 110.21 feet to a point on the arc of a circular curve, concave to the Northwest, having a radius of 285.58 feet and a central angle of 20°41'11"; a radial line bears from said point North 69°40'01" West;

Thence, Southwesterly along the arc of said curve, an arc distance of 103.11 feet to a point on the arc of a circular curve, concave to the West, having a radius of 1340.00 feet and a central angle of 12°05'30"; a radial line bears from said point North 81°05'30" West;

Thence, Southwesterly along the arc of said curve, an arc distance of 282.79 feet to the point of tangency;

Thence, South 21°00'00" West, a distance of 205.06 to a point on the arc of a circular curve, concave to the West, having a radius of 150.00 feet and a central angle of 58°21'23"; a radial line bears from said point South 74°08'02" West;

Thence, Southerly along the arc of said curve, an arc distance of 152.78 feet to a point on the Southerly line of said Tract "E";

Thence, North 69°00'00" West, along said Southerly line, a distance of 169.56 feet to the point of curvature of a circular curve, concave to the East, having a radius of 25.00 feet and a central angle of 90°00'00";

Thence, Westerly and Northerly along the arc of said curve, an arc distance of 39.27 feet to the **Point of Beginning**.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 148,640 square feet (3.41 acres) more or less.



DJG Surveying and Mapping, Inc.

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Phone: (954) 675-7244 Email: djgsurvey@yahoo.com

LB # 7682

Sheet 1 of 3

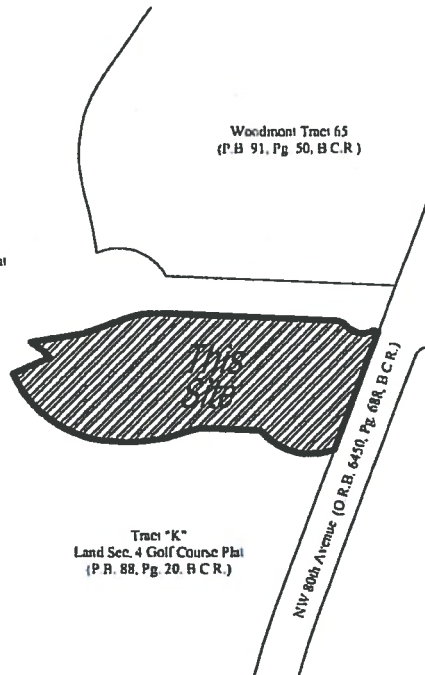
- Sketch and Description -

Pod G



Tract "K"
Land Sec. 4 Golf Course Plat
(P.B. 88, Pg. 20, B.C.R.)

Woodmont Tract 65
(P.B. 91, Pg. 50, B.C.R.)



Tract "K"
Land Sec. 4 Golf Course Plat
(P.B. 88, Pg. 20, B.C.R.)

Dennis J. Gabriele

09-24-12

Dennis J. Gabriele
Professional Surveyor and Mapper No. LS5709
State of Florida

Not Valid without the signature
and original raised seal of a Florida
licensed Surveyor and Mapper

Updates and Revisions	Date	By	QC	NOT: The undersigned and DJG SURVEYING AND MAPPING, INC. make no representation or warranty as to the completeness of the information reflected herein pertaining to easements, right-of-way, set-back lines, recordation agreements or other matters of record. This map is intended to reflect as set forth only those areas shown in the information above. DJG SURVEYING AND MAPPING, INC. does not warrant the public records for matters affecting the lands shown. This instrument is the property of DJG SURVEYING AND MAPPING, INC. and shall not be reproduced in whole or in part without written permission of DJG SURVEYING AND MAPPING, INC.
Job No. 10-0218	Drawn By: DG	QA / QC: DG	FB.	PG.
				Scale: N.T.S.



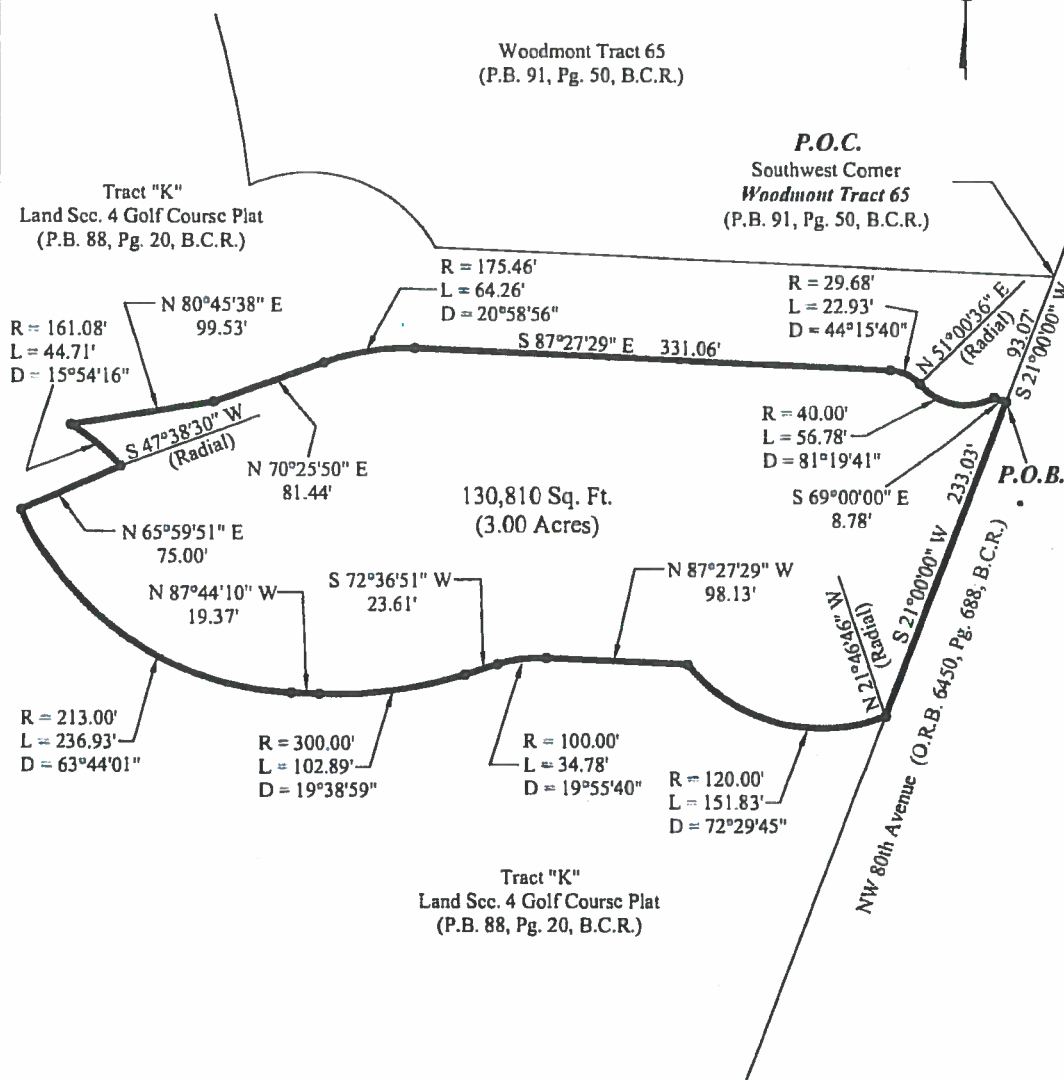
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Phone: (954) 675-7244 Email: djgsurvey@yahoo.com

LB # 7682

Sheet 2 of 3

- Sketch and Description -



Survey Notes

1. Bearing Reference: Bearings shown hereon are referenced to the South Line of Tract "J", Land Sec. 4 Golf Course Plat. Plat Book 88, Page 20. B C R. Said line bears South 62°17'32" West.
2. P.B. denotes Plat Book
3. Pg. denotes Page
4. B.C.R. denotes Broward County Records
5. This is not a survey, but only a graphic depiction shown hereon. No boundary corners were set in the field related to this sketch.

Legend

P.O.B. = Point of Beginning
P.O.C. = Point of Commencement
O.R.B. = Official Records Book
R = Radius
L = Arc Length
D = Central Angle (Delta)
Sq. Ft. = Square Feet

Job No. 10-0218

Drawn By: DG

QA / QC: DG

FB. N/A PG.

Scale: N.T.S.



- Legal Description -

A portion of Tract "K", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southwest corner, *Woodmont Tract 65*, according to the plat thereof, as recorded in Plat Book 91, Page 50, of the Public Records of Broward County, Florida, said point also being a point on the Westerly line of NW 80th Avenue as described in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida;

Thence, South 21°00'00" West, along said Westerly line, a distance of 93.07 feet to the *Point of Beginning*;

Thence, continue South 21°00'00" West, along said Westerly line, a distance of 233.03 feet to a point on the arc of a circular curve, concave to the North, having a radius of 120.00 feet and a central angle of 72°29'45"; a radial line bears from said point North 21°46'46" West;

Thence, Westerly along the arc of said curve, an arc distance of 151.83 feet;

Thence, North 87°27'29" West, a distance of 98.13 feet to the point of curvature of a circular curve, concave to the South, having a radius of 100.00 feet and a central angle of 19°55'40";

Thence, Westerly along the arc of said curve, an arc distance of 34.78 feet to the point of tangency;

Thence, South 72°36'51" West, a distance of 23.61 feet to the point of curvature of a circular curve, concave to the North, having a radius of 300.00 feet and a central angle of 19°38'59";

Thence, Westerly along the arc of said curve, an arc distance of 102.89 feet to the point of tangency;

Thence, North 87°44'10" West, a distance of 19.37 feet to the point of curvature of a circular curve, concave to the Northeast, having a radius of 213.00 feet and a central angle of 63°44'01";

Thence, Northwesterly along the arc of said curve, an arc distance of 236.393 feet;

Thence, North 65°59'51" East, a distance of 75.00 feet to a point on the arc of a circular curve, concave to the Southwest, having a radius of 161.08 feet and a central angle of 15°54'16"; a radial line bears from said point South 47°38'30" West;

Thence, Northwesterly along the arc of said curve, an arc distance of 44.71 feet;

Thence, North 80°45'38" East, a distance of 99.53 feet;

Thence, North 70°25'50" East, a distance of 81.44 feet to the point of curvature of a circular curve, concave to the South, having a radius of 175.46 and a central angle of 20°58'56";

Thence, Easterly along the arc of said curve, an arc distance of 64.26 feet;

Thence, South 87°27'29" East, a distance of 331.06 feet to the point of curvature of a circular curve, concave to the South, having a radius of 29.68 feet and a central angle of 44°15'40";

Thence, Southeasterly along the arc of said curve, an arc distance of 22.93 feet to a point on the arc of a circular curve, concave to the North, having a radius of 40.00 feet and a central angle of 81°19'41"; a radial line bears from said point North 51°00'36" East;

Thence, Easterly along the arc of said curve, an arc distance of 56.78 feet;

Thence, South 69°00'00" East, a distance of 8.78 feet to a point on the said West line of NW 80th Avenue and the *Point of Beginning*.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 130,810 square feet (3.00 acres) more or less.

EXHIBIT "C"

LEGAL DESCRIPTION FOR THE COMMERCIAL PARCEL

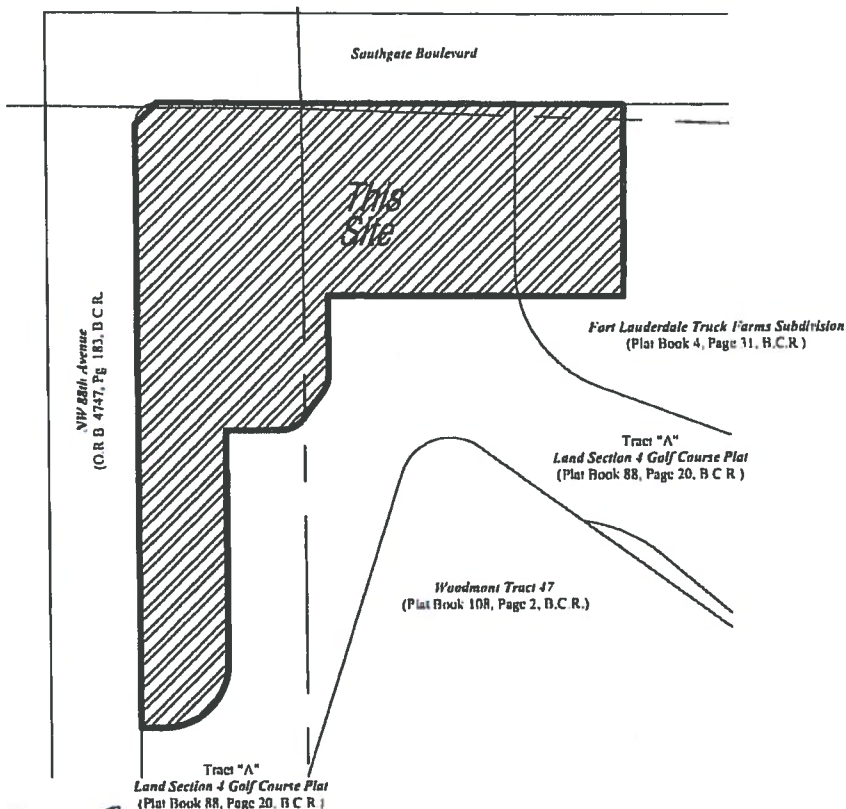
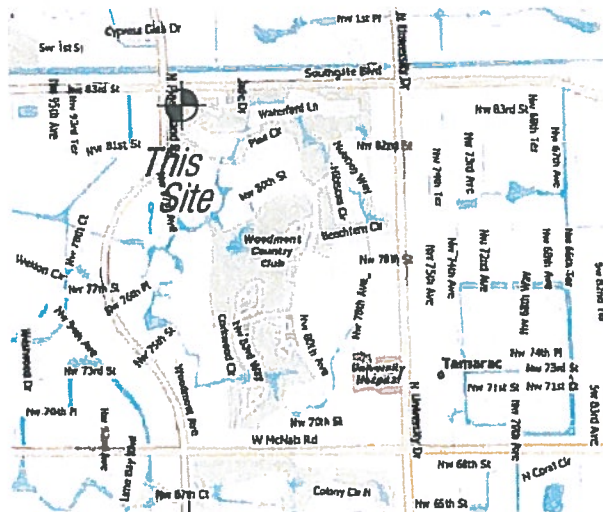


LB # 7682

Sheet 1 of 3

- Sketch and Description -

Pod D



D. Sal

09-24-12

Dennis J. Gabriele
Professional Surveyor and Mapper No. LS5709
State of Florida

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Updates and Revisions		Date	By	QC	NOTE: The undersigned and DJS SURVEYING AND MAPPING, INC. make no representation or warranty as to the completeness of the information reflected herein pertaining to easements, right-of-way, set-back lines, record areas, agreements or other matters of record. This instrument is intended to reflect or set forth only those items shown in the references above. DJS SURVEYING AND MAPPING, INC. did not research the records for matters affecting the lands shown. This instrument is the property of DJS SURVEYING AND MAPPING, INC. and shall not be reproduced in whole or in part without written permission of DJS SURVEYING AND MAPPING, INC.		
Job No. 10-0218	Drawn By: MK	QA / QC: DG		FB.	PG.	Scale: N.T.S.	



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Phone: (954) 675-7244 Email: djgsurvey@yahoo.com

LB # 7682

Sheet 2 of 3

- Sketch and Description -

P.O.B.

Northernmost Northwest Corner

Tract "A"

Land Sec. 4 Golf Course Plat

(P.B. 88, Pg. 20, B.C.R.)

Southgate Boulevard

S 89°33'35" E 552.31'

N 45°08'10" E
35.54'

199,342 Square Feet
4.58 Acres

N 89°33'35" W 349.17'

S 00°26'25" W 226.00'

Fort Lauderdale Truck Farms
Subdivision
(Plat Book 4, Page 31, B.C.R.)

Tract "A"
Land Section 4 Golf Course Plat
(Plat Book 88, Page 20, B.C.R.)

S 36°48'16" W
41.57'

R = 30.00'
L = 19.36'
D = 36°58'21"

R = 30.00'
L = 27.77'
D = 53°01'39"

S 89°49'55" W
68.00'

Tract "A"
Land Section 4 Golf Course Plat
(Plat Book 88, Page 20, B.C.R.)

R = 75.00'
L = 117.81'
D = 90°00'00"

S 89°49'55" W
28.00'

NW 88th Avenue
(O.R.B. 4747, Pg. 183, B.C.R.)

N 00°10'05" W 709.26'

S 00°10'05" E 274.10'

Survey Notes

1. Bearing Reference. Bearings shown hereon are referenced to the South Line of Tract "I", Land Sec. 4 Golf Course Plat, Plat Book 88, Page 20, B.C.R. Said line bears South 62°17'32" West.
2. P.B. denotes Plat Book
3. Pg. denotes Page
4. B.C.R. denotes Broward County Records
5. This is not a survey, but only a graphic depiction shown hereon. No boundary corners were set in the field related to this sketch.

Legend

P.O.B. = Point of Beginning
P.O.C. = Point of Commencement
O.R.B. = Official Records Book
R = Radius
L = Arc Length
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Sq. Ft. = Square Feet

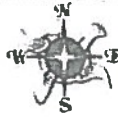
Job No. 10-0218

Drawn By: MK

QA / QC: DG

FB. N/A PG.

Scale: N.T.S.



- Legal Description -

A portion of Tract "A", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of *Fort Lauderdale Truck Farms Subdivision*, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, all being more particularly described as follows:

Beginning at the Northernmost Northwest corner of said Tract "A", said point also being a point on the South line of Southgate Boulevard;
Thence, South 89°33'35" East, along said South line of Southgate Boulevard, and the North line of said Tract "A", a distance of 552.31 feet;
Thence, South 00°26'25" West, a distance of 226.00 feet;
Thence, North 89°33'35" West, a distance of 349.17 feet;
Thence, South 00°10'05" East, a distance of 93.80 feet to the point of curvature of a circular curve, concave to the West, having a radius of 30.00 feet and a central angle of 36°58'21";
Thence, Southwesterly along the arc of said curve, an arc distance of 19.36 feet to the point of tangency;
Thence, South 36°48'16" West, a distance of 41.57 feet to the point of curvature of a circular curve, concave to the North, having a radius of 30.00 feet and a central angle of 53°01'39";
Thence, Southwesterly along the arc of said curve, an arc distance of 27.77 feet to the point of tangency;
Thence, South 89°49'55" West, a distance of 68.00 feet;
Thence, South 00°10'05" East, a distance of 274.10 feet to the point of curvature of a circular curve, concave to the West, having a radius of 75.00 feet and a central angle of 90°00'00";
Thence, Southwesterly along the arc of said curve, an arc distance of 117.81 feet to the point of tangency;
Thence, South 89°49'55" West, a distance of 28.00 feet to a point on the West line of said Tract "A", and a point on the East line of NW 88th Avenue, as recorded in Official Records Book 4747, Page 183, of the Public Records of Broward County, Florida;
Thence, North 00°10'05" West, along said West line of Tract "A" and the East line of NW 88th Avenue, a distance of 709.26 feet;
Thence, North 45°08'10" East, a distance of 35.54 feet to the **Point of Beginning**.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 199,342 square feet (4.58 acres) more or less.

EXHIBIT "D"
MASTER PLAN

EXHIBIT "E"

**SKETCH AND LEGAL DESCRIPTION OF WATERWAY AREAS
AND NEW WATERWAY AREAS**



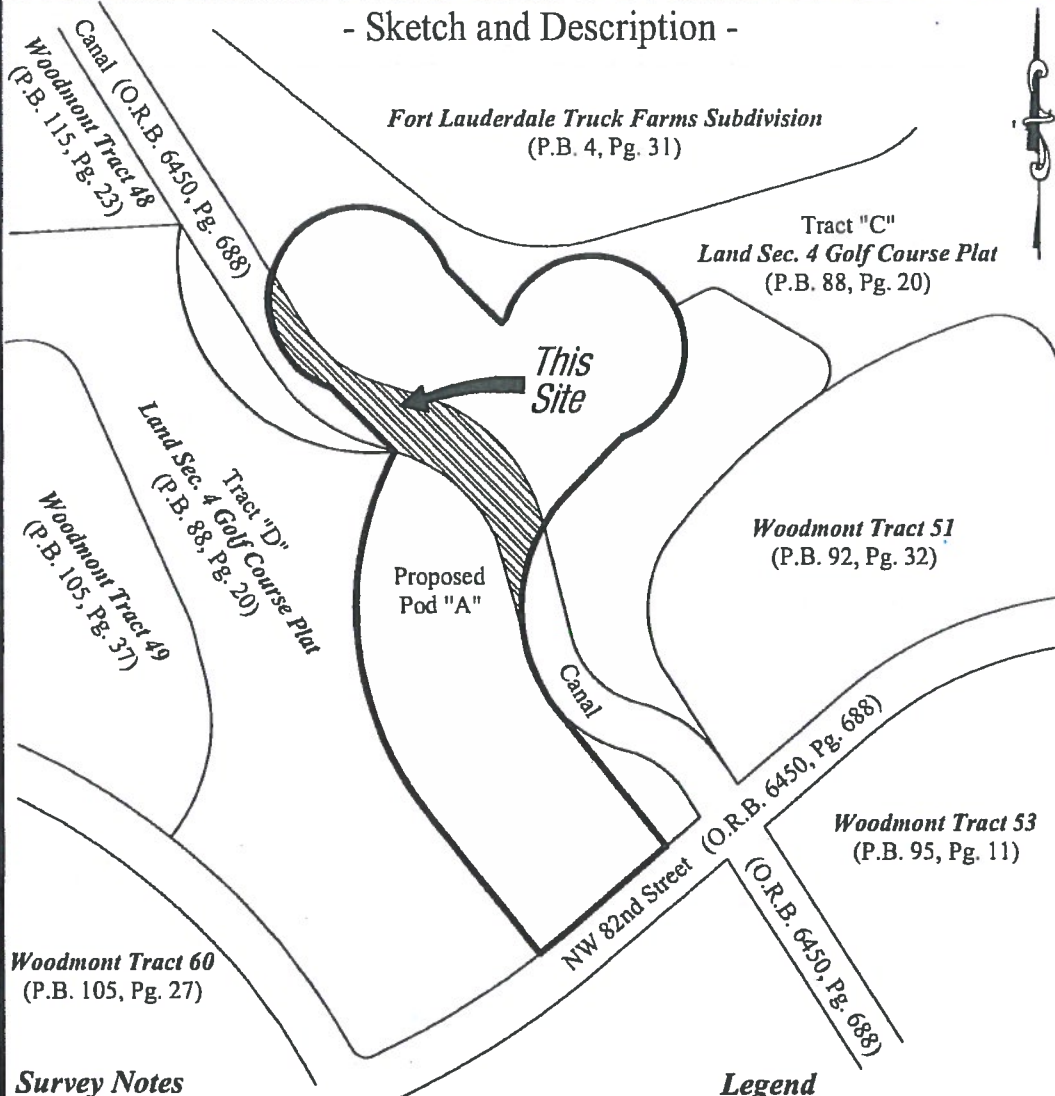
DJG Surveying and Mapping, Inc.

6750 NW 9th Court Margate, Florida 33063
Phone: (954) 675-7244 Email: djgsurvey@yahoo.com

LB # 7682

Sheet 1 of 3

- Sketch and Description -



Survey Notes

1. Bearing Reference: Bearings shown hereon are referenced to the South Line of Tract "I", *Land Sec. 4 Golf Course Plat*, Plat Book 88, Page 20, B.C.R. Said line bears South 62°17'32" West.
2. P.B. denotes Plat Book
3. Pg. denotes Page
4. All recordings referenced hereon can be found in the Public Records of Broward County, Florida.
5. This is not a survey, but only a graphic depiction shown hereon. No boundary corners were set in the field related to this sketch.

Legend

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01-23-13

Dennis J. Gabriele
Professional Surveyor and Mapper No. LS5709
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and original raised seal of a Florida
licensed Surveyor and Mapper

Updates and Revisions	Date	By	QC	NOTES: The undersigned and DJG SURVEYING AND MAPPING, INC. make no representations or warranties as to the completeness of the information reflected herein pertaining to easements, right-of-way, set-back lines, reservations, agreements or other matters of record. This instrument is intended to reflect as set forth only those items shown in the references above. DJG SURVEYING AND MAPPING, INC. did not research the public records for matters affecting the lands shown. This instrument is the property of DJG SURVEYING AND MAPPING, INC. and shall not be reproduced in whole or in part without written permission of DJG SURVEYING AND MAPPING, INC.
Job No. 10-0218	Drawn By: MRK	QA / QC: DG	FB.	PG.
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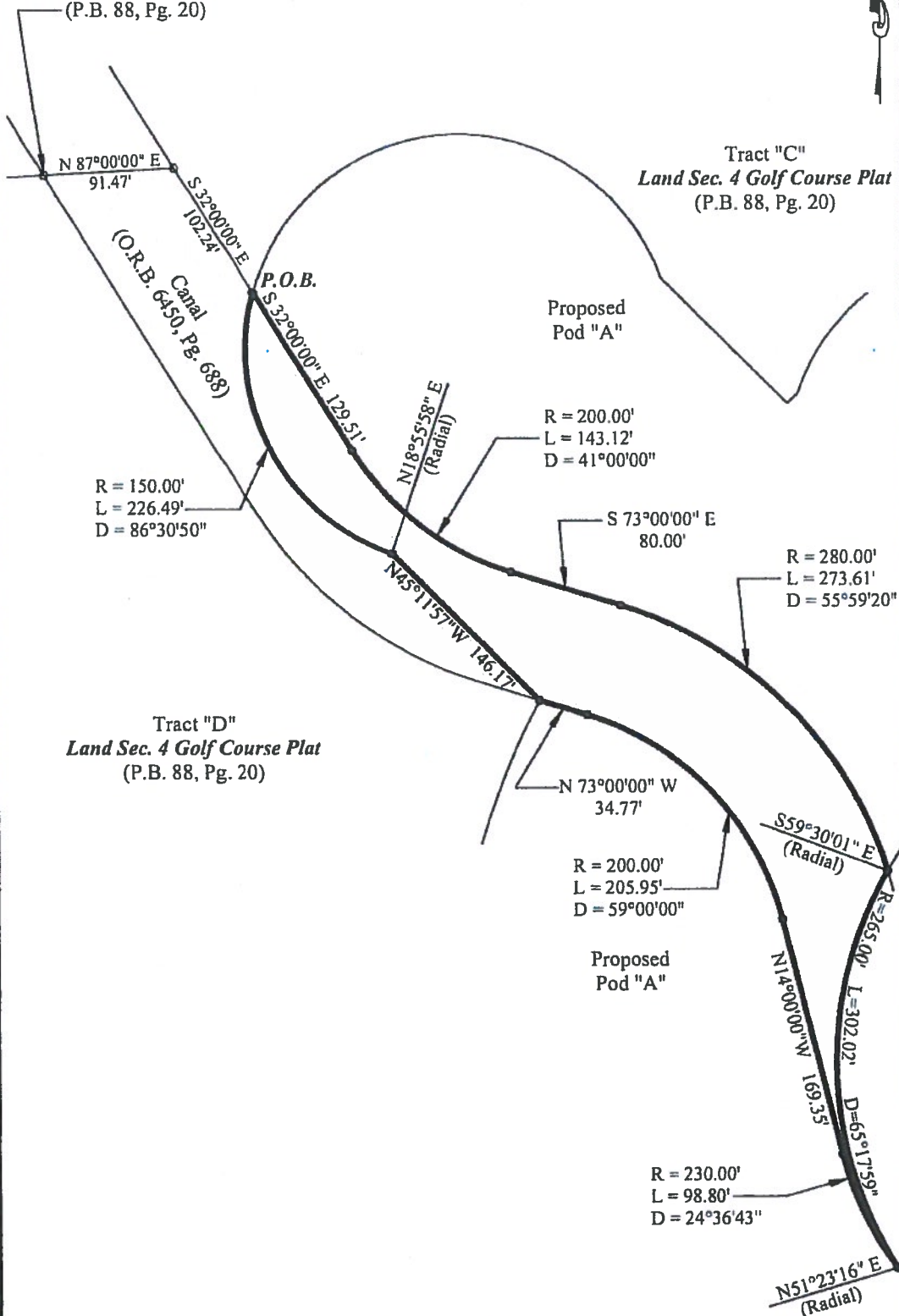
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Phone: (954) 675-7244 Email: djgsurvey@yahoo.com

LB # 7682

Sheet 2 of 3

P.O.C.
Northeast Corner
Tract "D"
Land Sec. 4 Golf Course Plat
(P.B. 88, Pg. 20)

- Sketch and Description -





- Legal Description -

A portion of a canal, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of Tract "D", **Land Sec. 4 Golf Course Plat**, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida;
Thence, North $87^{\circ}00'00''$ East, along the Easterly extension of said line, a distance of 91.47 feet to a point on the Easterly line of said canal;
Thence, South $32^{\circ}00'00''$ East, along said Easterly line, a distance of 102.24 feet to the **Point of Beginning**;
Thence, continue South $32^{\circ}00'00''$ East, a distance of 129.51 feet to the point of curvature of a circular curve, concave to the Northeast, having a radius of 200.00 feet and a central angle of $41^{\circ}00'00''$;
Thence, Southeasterly along the arc of said curve, an arc distance of 143.12 feet to the point of tangency;
Thence, South $73^{\circ}00'00''$ East, a distance of 80.00 feet to the point of curvature of a circular curve, concave to the Southwest, having a radius of 280.00 feet and a central angle of $55^{\circ}59'20''$;
Thence, Southeasterly along the arc of said curve, an arc distance of 273.61 feet to a point of cusp of a circular curve, concave to the East, having a radius of 265.00 feet and a central angle of $65^{\circ}17'59''$, a radial line bears from said point South $59^{\circ}30'01''$ East;
Thence, Southerly along the arc of said curve, an arc distance of 302.02 feet to a point of cusp of a circular curve, concave to the East, having a radius of 230.00 feet and a central angle of $24^{\circ}36'43''$, a radial line bears from said point North $51^{\circ}23'16''$ East;
Thence, Northerly along the arc of said curve, an arc distance of 98.80 feet to the point of tangency;
Thence, North $14^{\circ}00'00''$ West, a distance of 169.35 feet to the point of curvature of a circular curve, concave to the Southwest, having a radius of 200.00 feet and a central angle of $59^{\circ}00'00''$;
Thence, Northwesterly along the arc of said curve, an arc distance of 205.95 feet to the point of tangency;
Thence, North $73^{\circ}00'00''$ West, a distance of 34.77 feet;
Thence, North $45^{\circ}11'57''$ West, a distance of 146.17 feet to a point of cusp of a circular curve, concave to the East, having a radius of 150.00 feet and a central angle of $86^{\circ}30'50''$, a radial line bears from said point North $18^{\circ}55'58''$ East;
Thence, Northwesterly and Northerly along the arc of said curve, an arc distance of 226.49 feet to the **Point of Beginning**.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 40,486.15 square feet (0.929 acres) more or less.



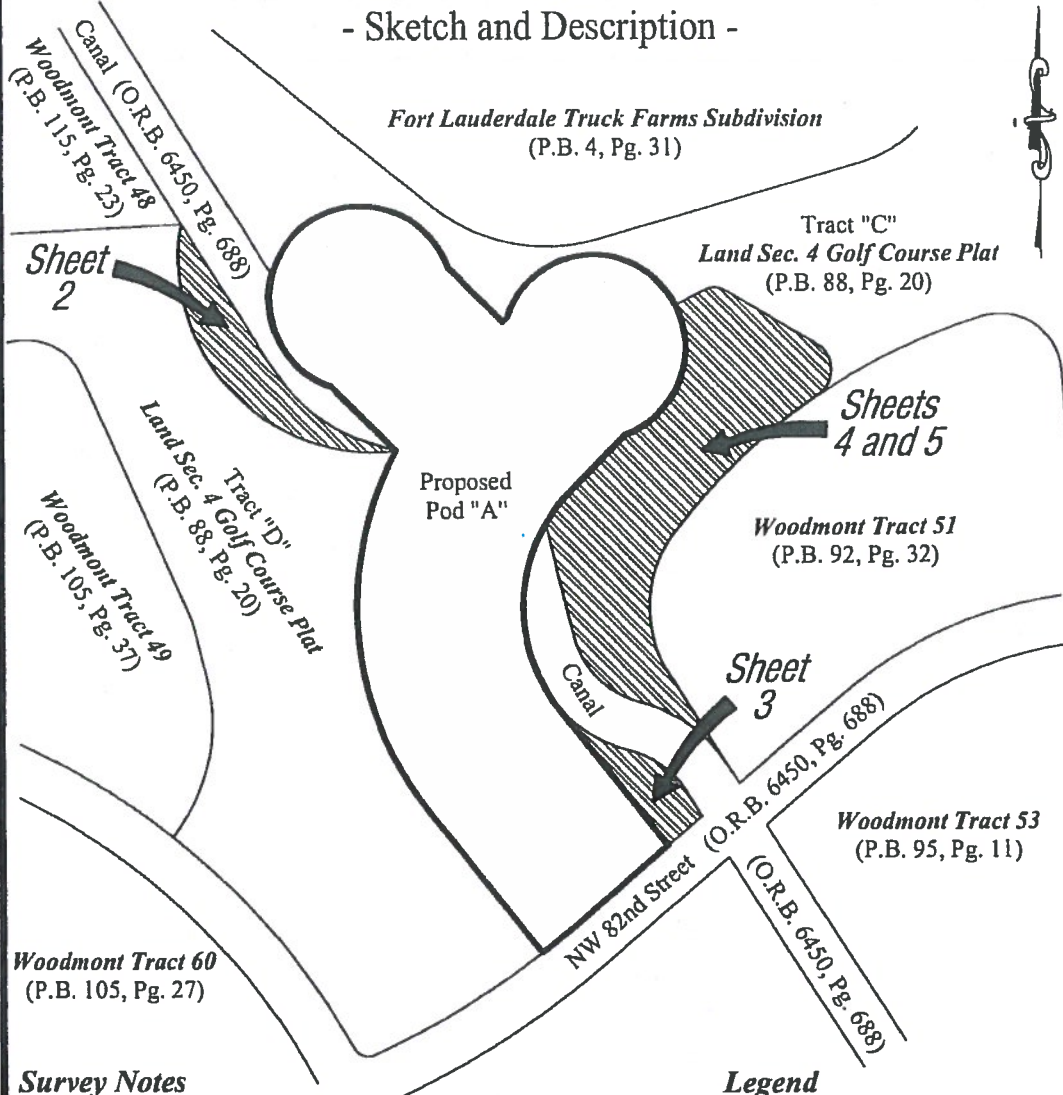
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Sheet 1 of 5

- Sketch and Description -



Survey Notes

1. Bearing Reference: Bearings shown hereon are referenced to the South Line of Tract "I", *Land Sec. 4 Golf Course Plat*, Plat Book 88, Page 20, B.C.R. Said line bears South 62°17'32" West.
2. P.B. denotes Plat Book
3. Pg. denotes Page
4. All recordings referenced hereon can be found in the Public Records of Broward County, Florida.
5. This is not a survey, but only a graphic depiction shown hereon. No boundary corners were set in the field related to this sketch.

Legend

P.O.B. = Point of Beginning
P.O.C. = Point of Commencement
O.R.B. = Official Records Book
B.C.R. = Broward County Records
R = Radius
L = Arc Length
D = Central Angle (Delta)
Sq. Ft. = Square Feet

Dennis J. Gabriele

01-23-13

Dennis J. Gabriele
Professional Surveyor and Mapper No. LS5709
State of Florida

Not Valid without the signature
and original raised seal of a Florida
licensed Surveyor and Mapper

Updates and Revisions	Date	By	QC	NOTE: The undersigned and DJG SURVEYING AND MAPPING, INC. make no representation or guarantee as to the completeness of the information reflected herein or of record. This instrument is intended to reflect or set forth only those items shown in the references above. DJG SURVEYING AND MAPPING, INC. did not research the public records for matters affecting the lands shown. This instrument is the property of DJG SURVEYING AND MAPPING, INC. and shall not be reproduced in whole or in part without written permission of DJG SURVEYING AND MAPPING, INC.

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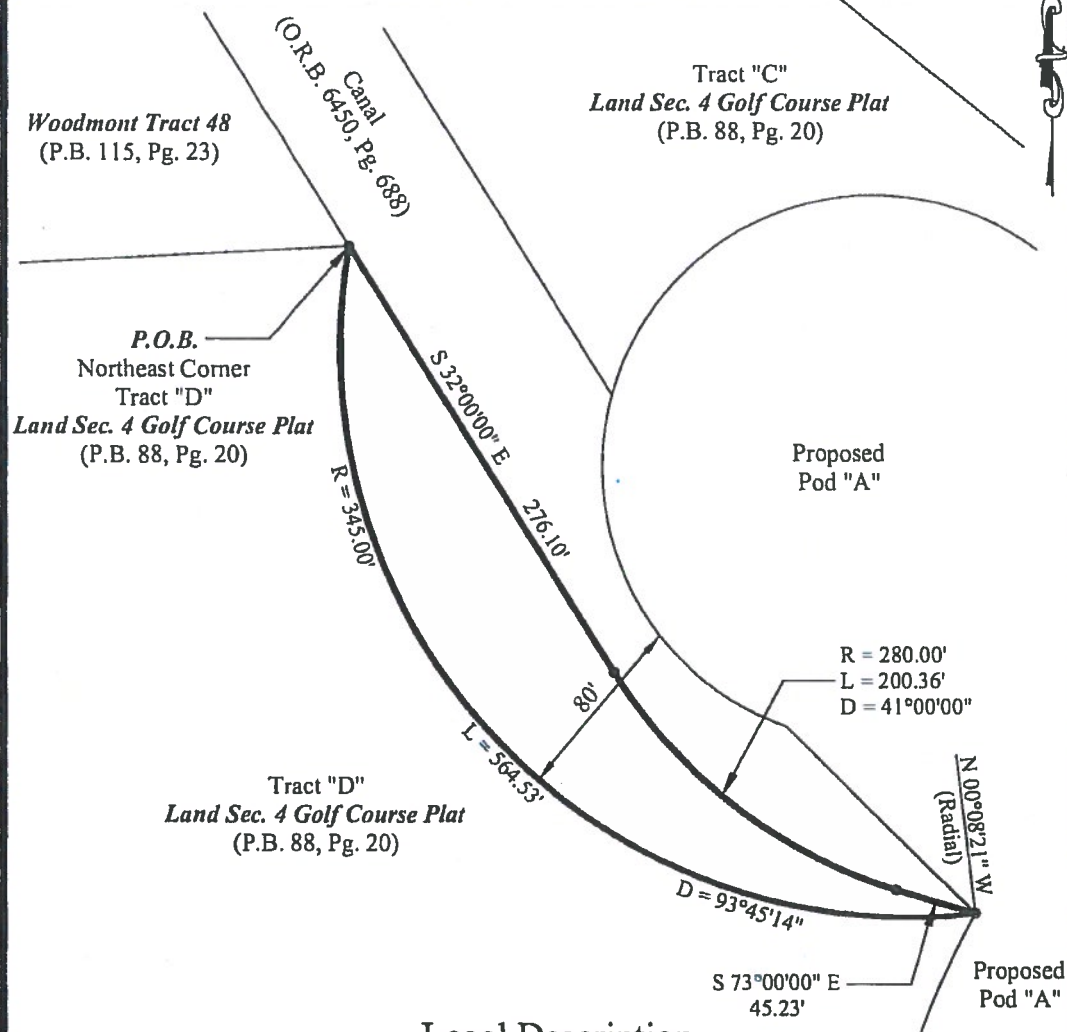
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Sheet 2 of 5

- Sketch and Description -



- Legal Description -

A portion of Tract "D", *Land Sec. 4 Golf Course Plat*, according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

Beginning at the Northeast corner of said Tract "D", said point also being a point on the Westerly line of a Canal, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida;
Thence, South 32°00'00" East, along said Westerly line, a distance of 276.10 feet to the point of curvature of a circular curve, concave to the Northeast, having a radius of 280.00 feet and a central angle of 41°00'00";
Thence, Southeasterly along said Westerly line, and the arc of said curve, an arc distance of 200.36 feet to the point of tangency;
Thence, continuing along said Westerly line, South 73°00'00" East, a distance of 45.23 feet to a point on the arc of a circular curve, concave to the Northeast, having a radius of 345.00 feet and a central angle of 93°45'14", a radial line bears from said point North 00°08'21" West;
Thence, Northwesterly and Northerly along the arc of said curve, an arc distance of 564.53 feet to the **Point of Beginning**.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 20,532.12 square feet (0.47 acres) more or less.



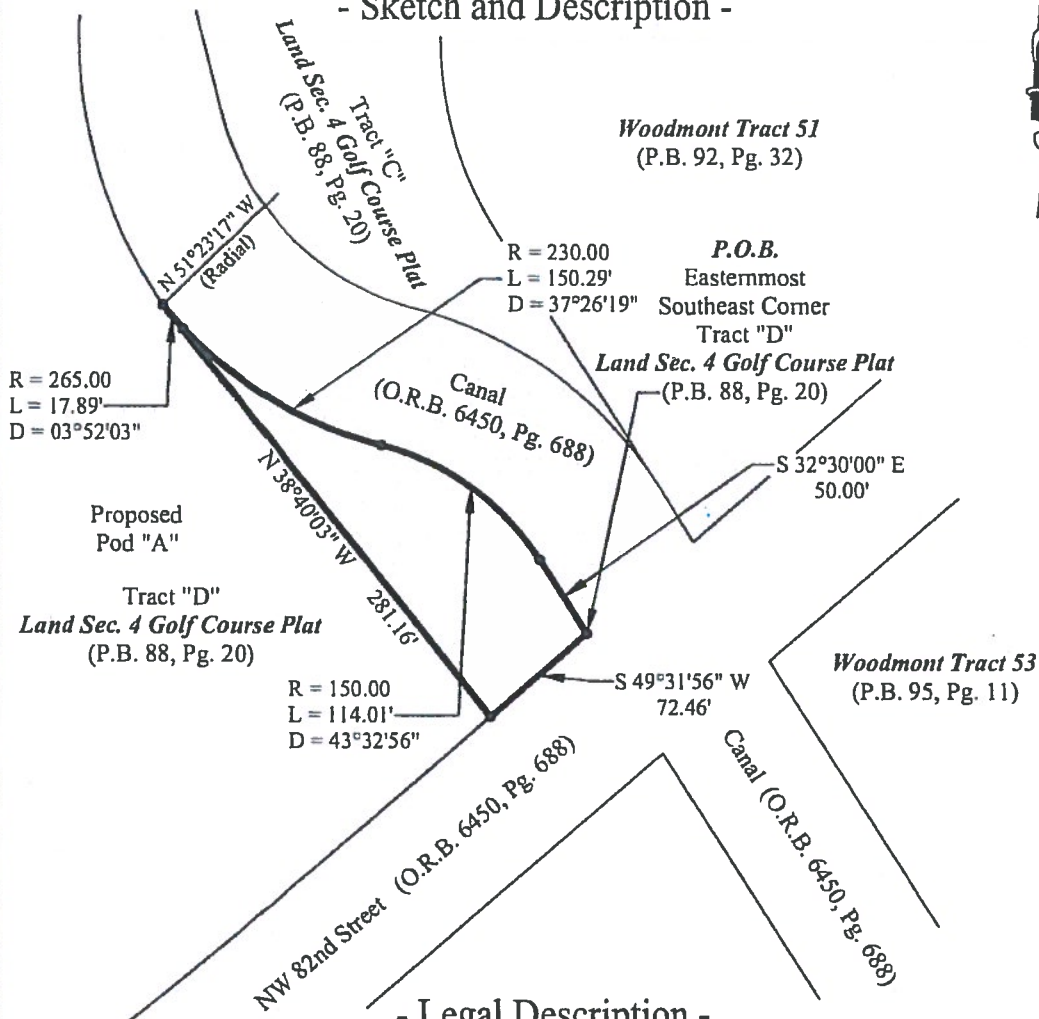
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Sheet 3 of 5

- Sketch and Description -



- Legal Description -

A portion of Tract "D", *Land Sec. 4 Golf Course Plat*, according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

Beginning at the Easternmost Southeast corner of said Tract "D", said point also being a point on the Westerly line of a Canal, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida and also being a point on the Northerly line of NW 82nd Avenue, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida;
Thence, South 49°31'56" West, along said Northerly line, a distance of 72.46 feet;
Thence, North 38°40'03" West, a distance of 281.16 feet to the point of curvature of a circular curve, concave to the Northeast, having a radius of 265.00 feet and a central angle of 03°52'03", said point also being a point on the Westerly line of said Canal;
Thence, Northerly along the arc of said curve, and Westerly line of said Canal, an arc distance of 17.89 feet to a point on the arc of a circular curve, concave to the Northeast, having a radius of 230.00 feet and a central angle of 37°26'19", a radial line bears from said point North 51°23'17" West;
Thence, Southeasterly along the arc of said curve, and Westerly line of said Canal, an arc distance of 150.29 feet to the point of reverse curvature of a circular curve, concave to the Southwest, having a radius of 150.00 feet and a central angle of 43°32'56";
Thence, Southeasterly along the arc of said curve, and Westerly line of said Canal, an arc distance of 114.01 feet;
Thence, South 32°30'00" East, a distance of 50.00 feet to the **Point of Beginning**.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 13,530.05 square feet (0.311 acres) more or less.



LB # 7682

Sheet 4 of 5

Tract "C"
Land Sec. 4 Golf Course Plat
(P.B. 88, Pg. 20)

Proposed Pod "A"

Tract "D"
Land Sec. 4 Golf Course Plat
(P.B. 88, Pg. 20)

Woodmont Tract 51
(P.B. 92, Pg. 32)

Woodmont Tract 53
(P.B. 95, Pg. 11)

NW 82nd Street (O.R.B. 6450, Pg. 688)

Canal (O.R.B. 6450, Pg. 688)

P.O.C. Southernmost Southwest Corner Woodmont Tract 51 (P.B. 92, Pg. 32)

Survey Data:

- N 62°55'37" E 57.18'
- R = 30.00', L = 29.98', D = 57°15'31"
- S 59°48'51" E 172.41'
- R = 50.00', L = 101.13', D = 115°52'52"
- D = 18°34'00"
- L = 324.05'
- R = 1000.00'
- D = 70°00'00"
- L = 244.35'
- R = 200.00'
- S 32°30'00" E 171.20'
- S 57°29'59" W (Radial)
- P.O.B.
- R = 230.00', L = 174.82', D = 43°33'03"
- L = 162.45', D = 62°03'03"
- R = 150.00'
- N 14°00'00" W 169.35'
- S 59°30'01" E (Radial)
- D = 14°16'30"
- L = 66.02'
- R = 265.00'
- N 44°46'29" E 128.81'
- D = 03°00'40"
- L = 14.72'
- R = 280.00'
- N 19°19'03" W (Radial)
- R = 150.00', D = 97°53'46"
- L = 255.69'

Job No. 10-0218

Drawn By: MRK

QA / QC: DG

FB. N/A PG.

Scale: Not to Scale



- Legal Description -

A portion of Tract "C", *Land Sec. 4 Golf Course Plat*, according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southernmost Southwest corner of *Woodmont Tract 51*, according to the plat thereof, as recorded in Plat Book 92, Page 32, of the Public Records of Broward County, Florida, said point also being a point on the Northerly right-of-way line of NW 82nd Street;

Thence, North $32^{\circ}30'00''$ West, along the Westerly line of said *Woodmont Tract 51*, a distance of 38.80 feet to the *Point of Beginning*, said point also being a point on the arc of a circular curve, concave to the Southwest, having a radius of 230.00 feet and a central angle of $43^{\circ}33'03''$, a radial line bears from said point South $57^{\circ}29'59''$ West;

Thence, Northwesterly along the arc of said curve, an arc distance of 174.82 feet to the point of reverse curvature of a circular curve, concave to the North, having a radius of 150.00 feet and a central angle of $62^{\circ}03'03''$;

Thence, Westerly and Northwesterly along the arc of said curve, an arc distance of 162.45 feet to the point of tangency;

Thence, North $14^{\circ}00'00''$ West, a distance of 169.35 feet to the point of curvature of a circular curve, concave to the Southwest, having a radius of 280.00 feet and a central angle of $03^{\circ}00'40''$;

Thence, Northwesterly along the arc of said curve, an arc distance of 14.72 feet to a point of cusp of a circular curve, concave to the East, having a radius of 265.00 feet and a central angle of $14^{\circ}16'30''$, a radial line bears from said point South $59^{\circ}30'01''$ East;

Thence, Northeasterly along the arc of said curve, an arc distance of 66.02 feet to the point of tangency;

Thence, North $44^{\circ}46'29''$ East, a distance of 128.81 feet to a point of cusp of a circular curve, concave to the West, having a radius of 150.00 feet and a central angle of $97^{\circ}53'46''$, a radial line bears from said point North $19^{\circ}19'03''$ West;

Thence, Easterly, Northerly and Westerly along the arc of said curve, an arc distance of 255.69 feet to a point on a radial line;

Thence, North $62^{\circ}55'37''$ East, a distance of 57.18 feet to the point of curvature of a circular curve, concave to the South, having a radius of 30.00 feet and a central angle of $57^{\circ}15'31''$;

Thence, Northeasterly along the arc of said curve, an arc distance of 29.98 feet to the point of tangency;

Thence, South $59^{\circ}48'51''$ East, a distance of 172.41 feet to the point of curvature of a circular curve, concave to the West, having a radius of 50.00 feet and a central angle of $115^{\circ}52'52''$;

Thence, Southeasterly, Southerly and Southwesterly along the arc of said curve, an arc distance of 101.13 feet to a point on the Northerly line of said *Woodmont Tract 51*, and the point of reverse curvature of a circular curve, concave to the Southeast, having a radius of 1000.00 feet and a central angle of $18^{\circ}34'00''$;

Thence, Southwesterly along the arc of said curve, and continuing along said Northerly line, an arc distance of 324.05 feet to the point of compound curvature of a circular curve, concave to the East, having a radius of 200.00 feet and a central angle of $70^{\circ}00'00''$;

Thence, Westerly and Southerly along the arc of said curve, and the Westerly line of said *Woodmont Tract 51*, an arc distance of 244.35 feet to the point of tangency;

Thence, South $32^{\circ}30'00''$ East, along said Westerly line, a distance of 171.20 feet to the *Point of Beginning*.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 122,104.96 square feet (2.803 acres) more or less.

EXHIBIT 'F'

LEGAL DESCRIPTION OF GOLF COURSE PARCEL

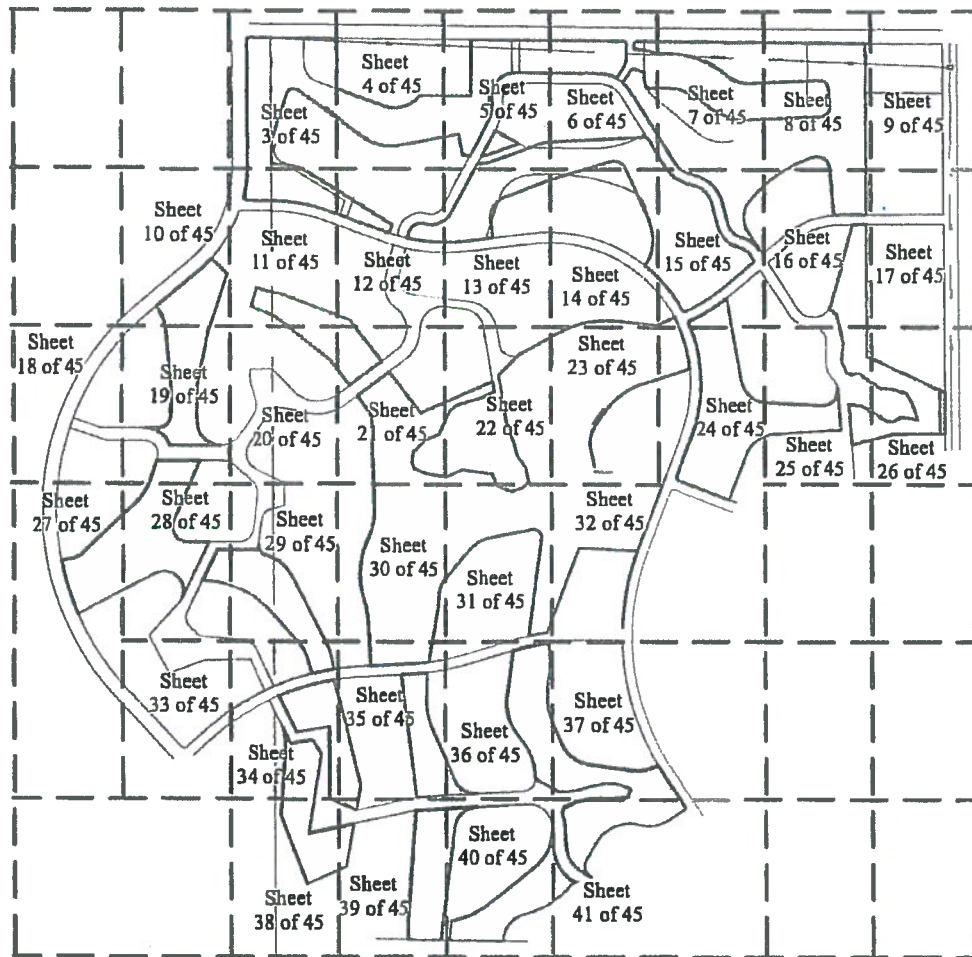


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KEY SHEET



SURVEYOR'S NOTES:

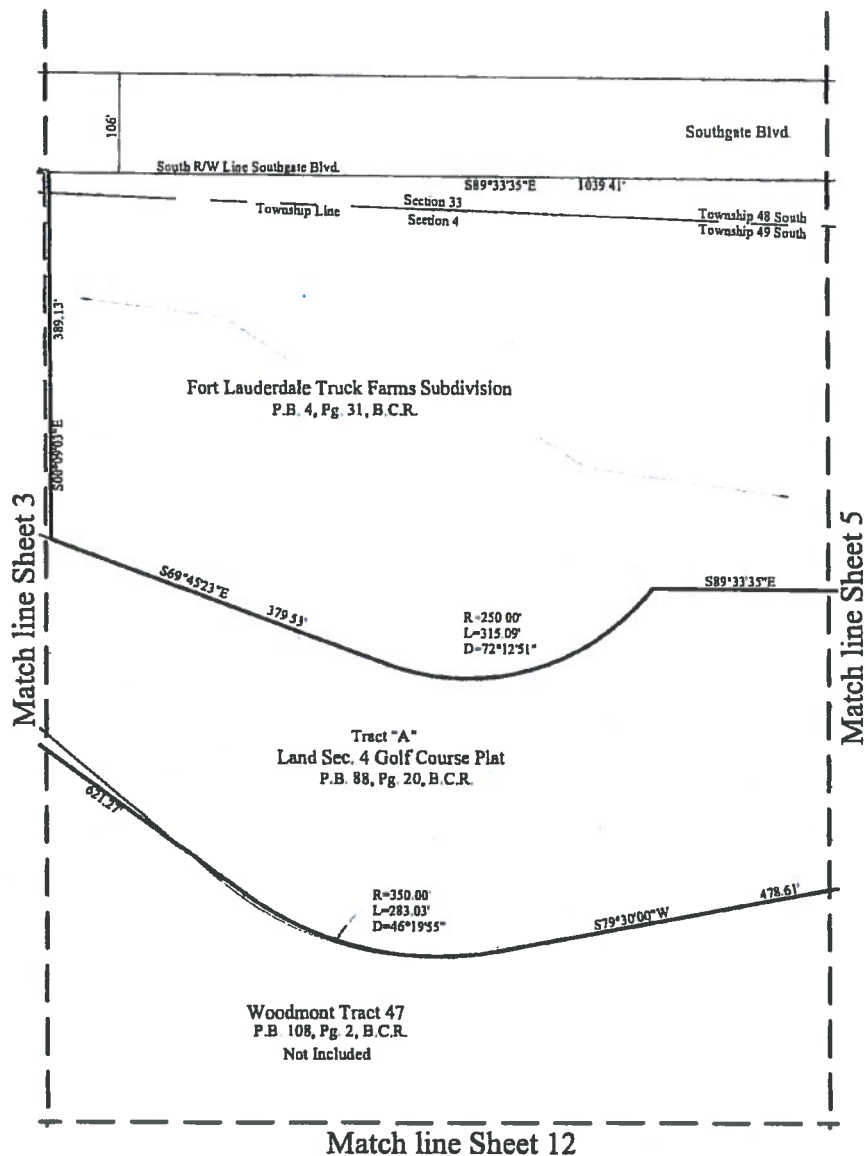
1. BEARING REFERENCE: The Bearings shown hereon are referenced to the recorded plat.
2. This is not a survey, but only a graphic depiction of the land shown hereon and its calculated legal description. No boundary corners were set in the field related to this sketch.
3. All recordings shown hereon are referenced to the Public Records of Broward County, Florida.



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Legend

P.O.B. = Point of Beginning
P.O.C. = Point of Commencement
P.O.T. = Point of Termination
P.B. = Plat Book
Pg. = Page

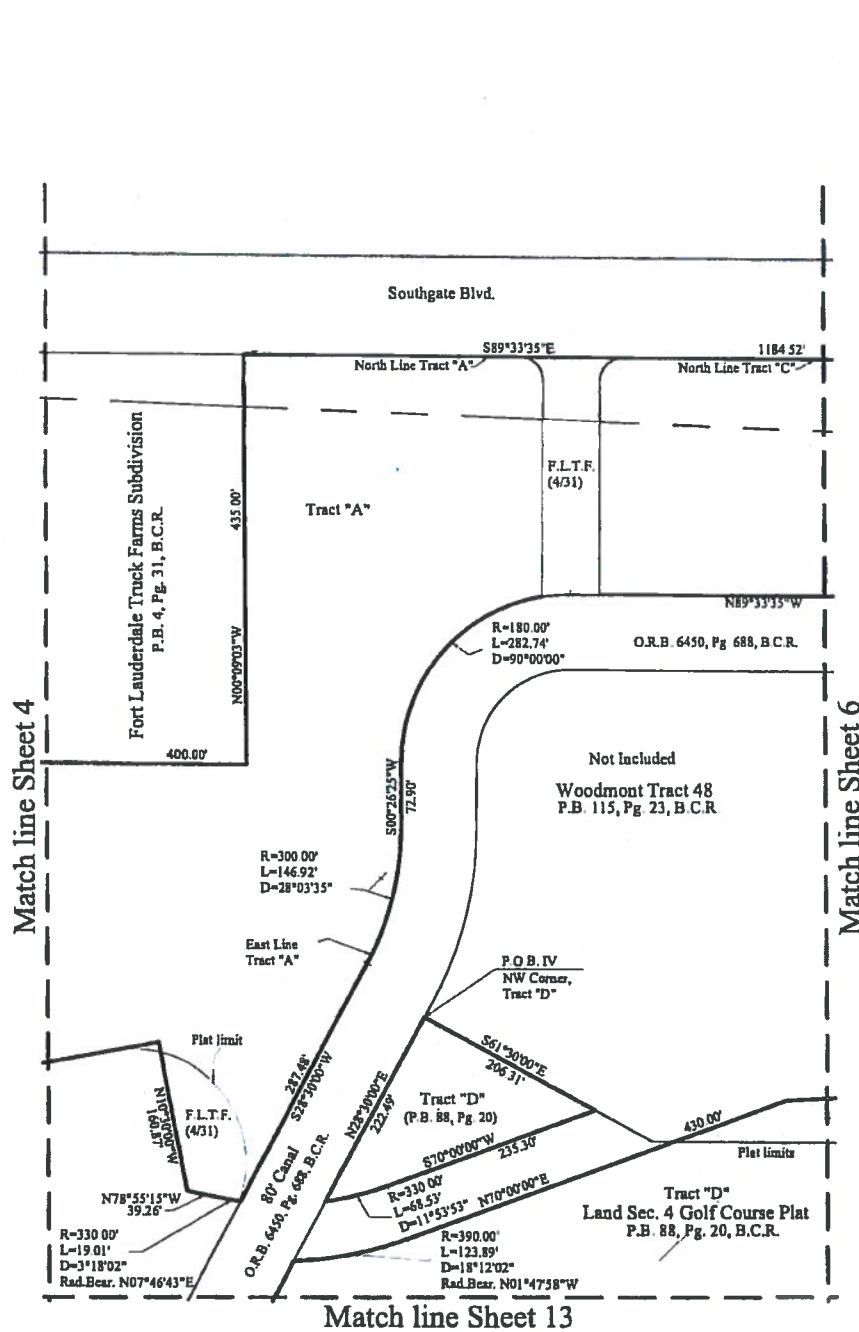
B.C.R. = Broward County Records
R = Radius
L = Arc Length
D = Delta (Central Angle)



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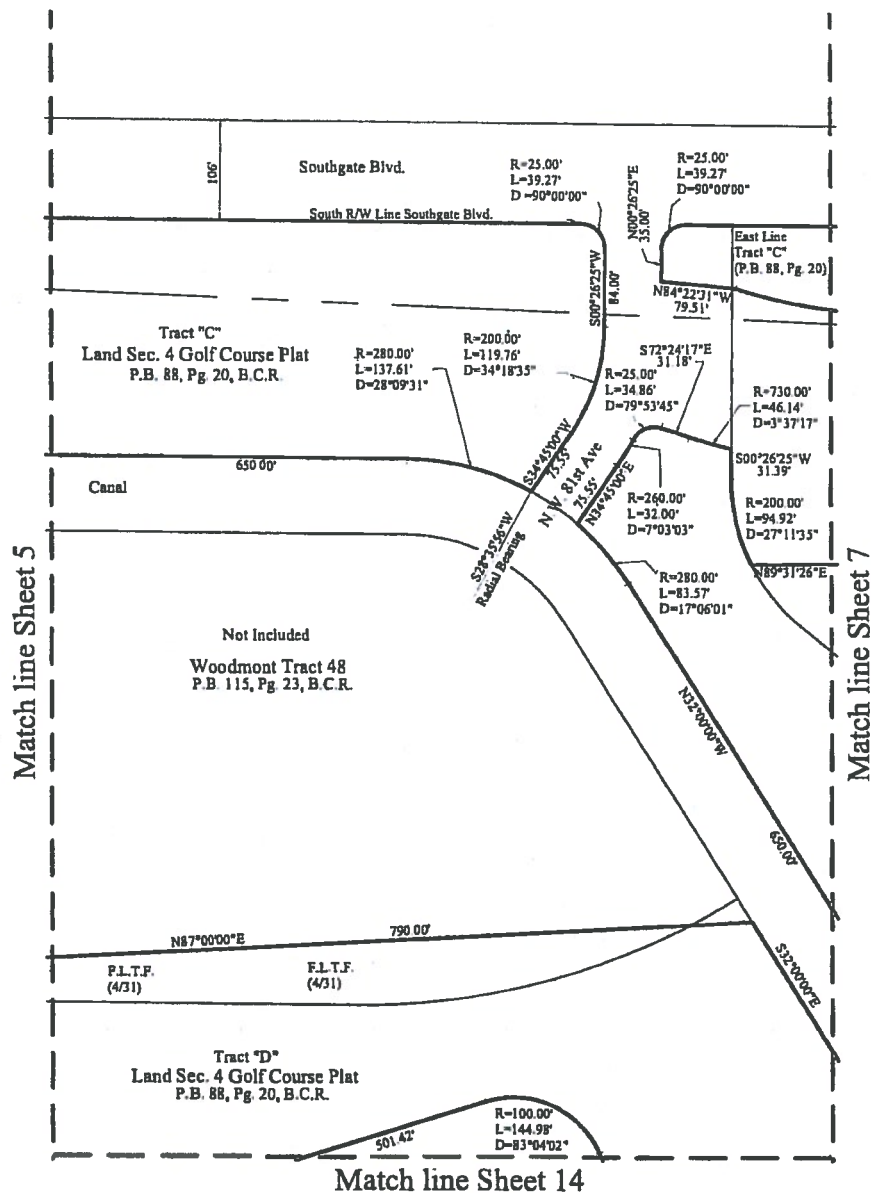


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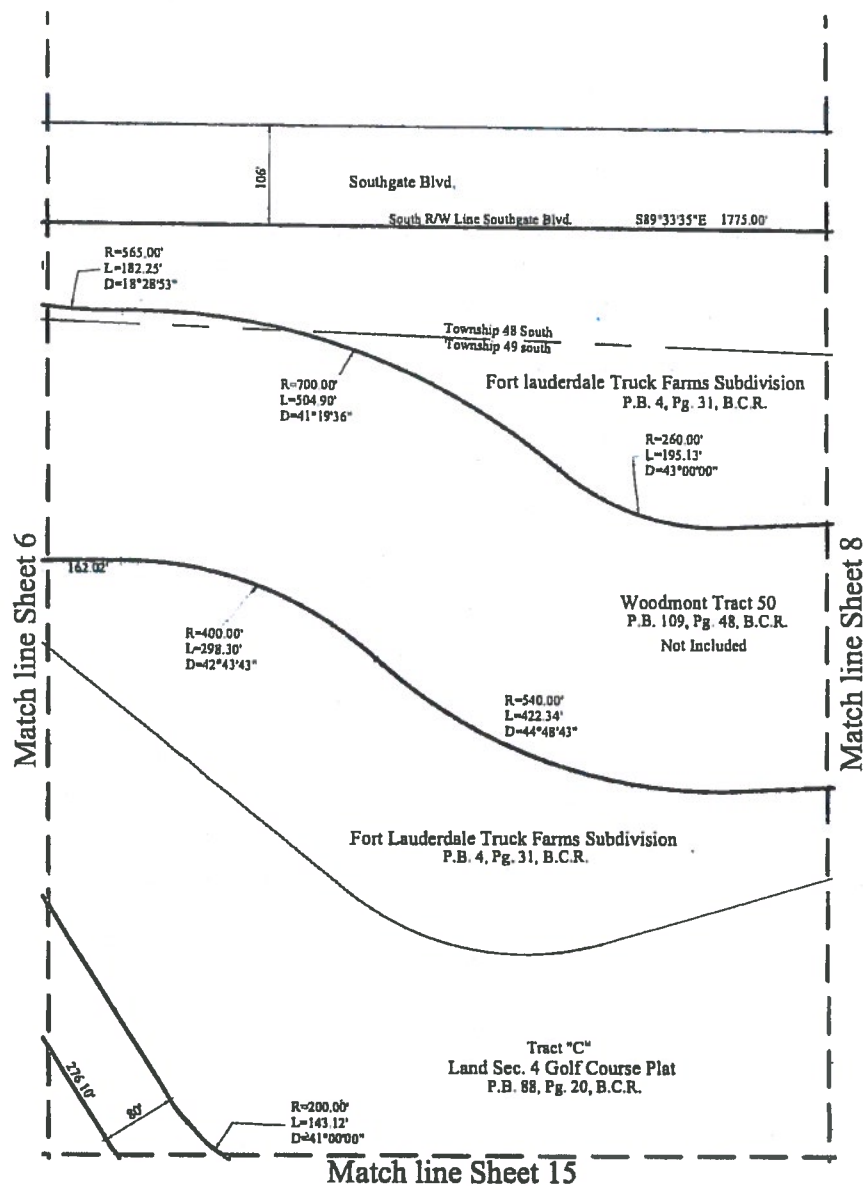
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P.B. = Plat Book
Pg. = Page

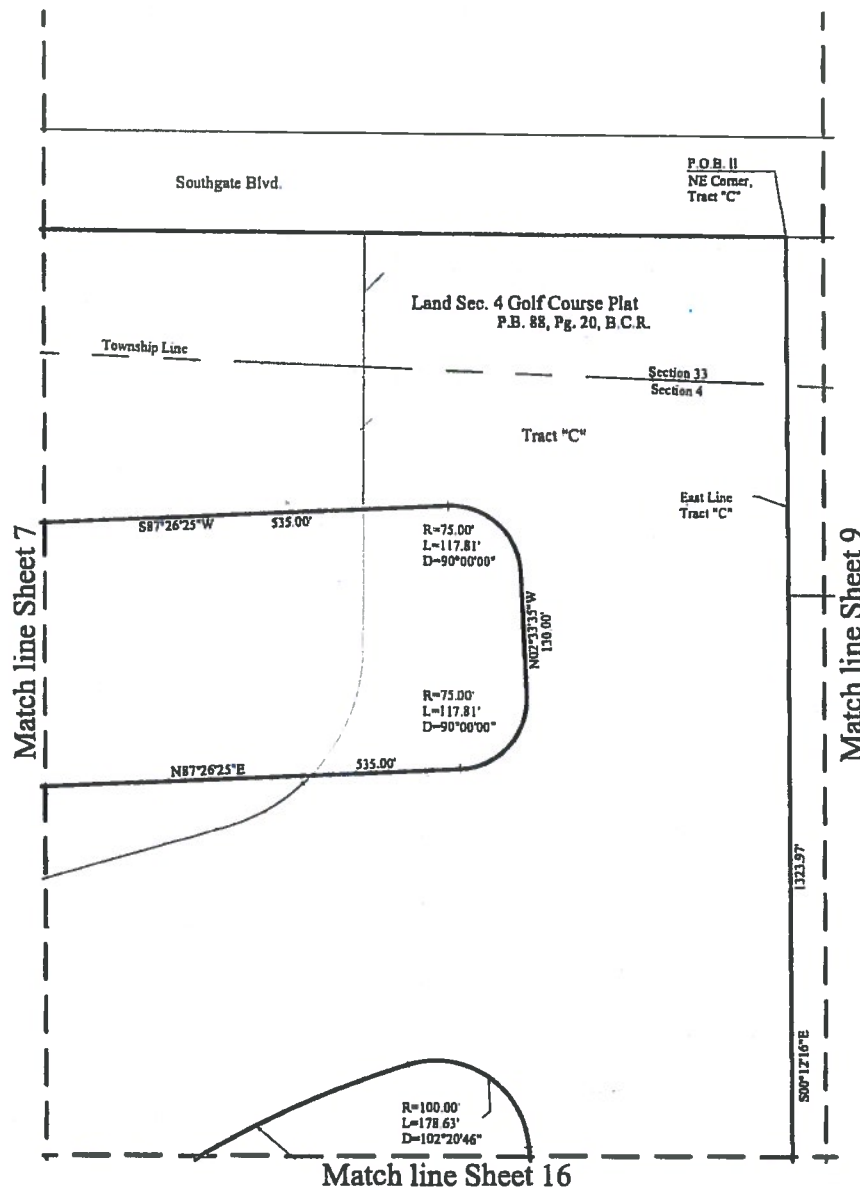
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Legend

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P.B. = Plat Book
Pg. = Page

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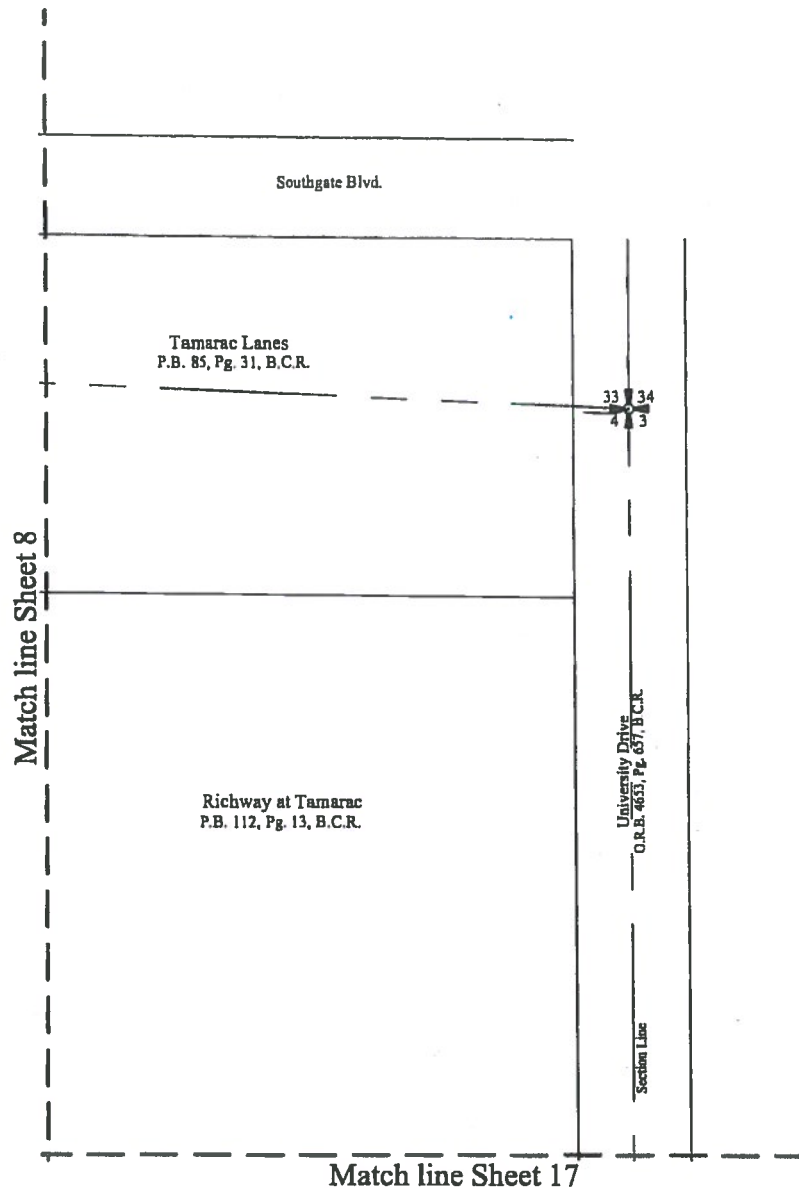


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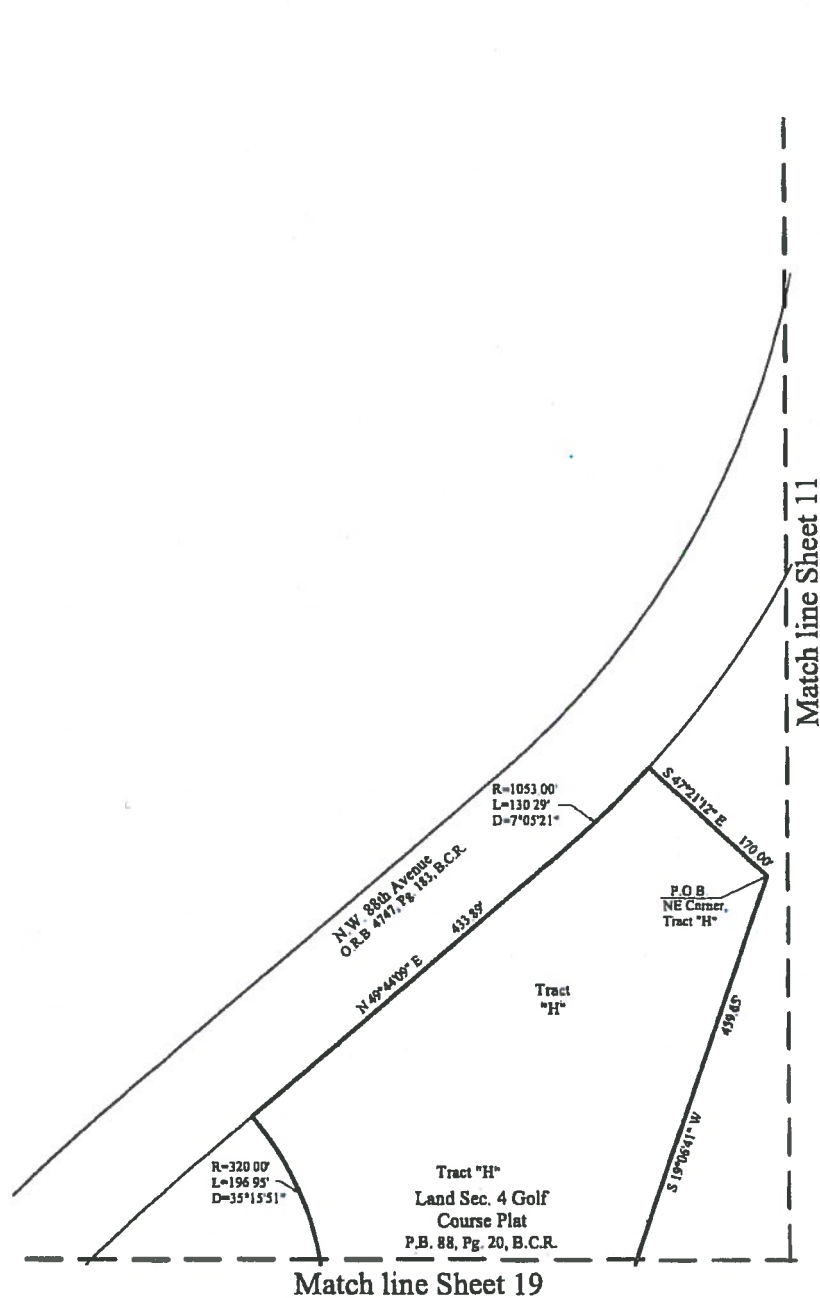


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L = Arc Length
D = Delta (Central Angle)

Sheet 10 of 45



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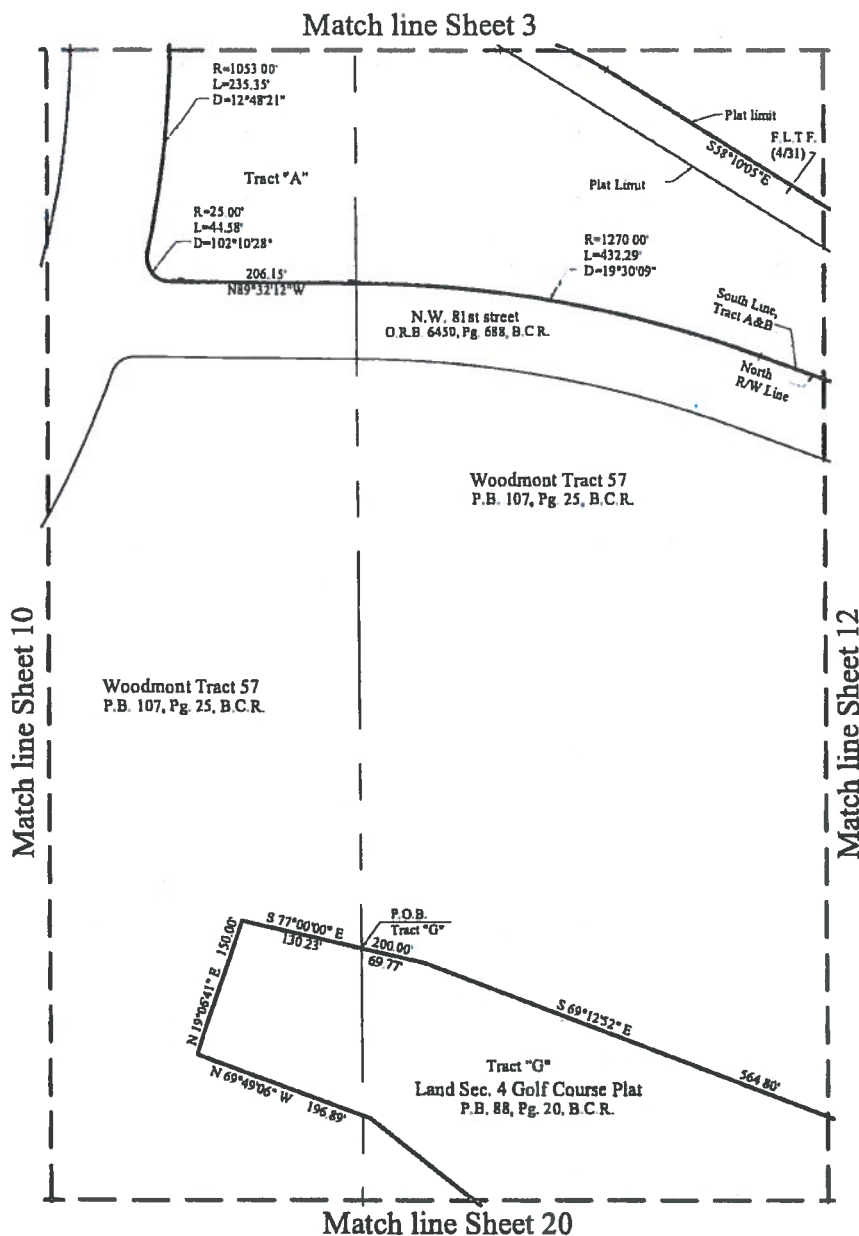


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P.B. = Plat Book

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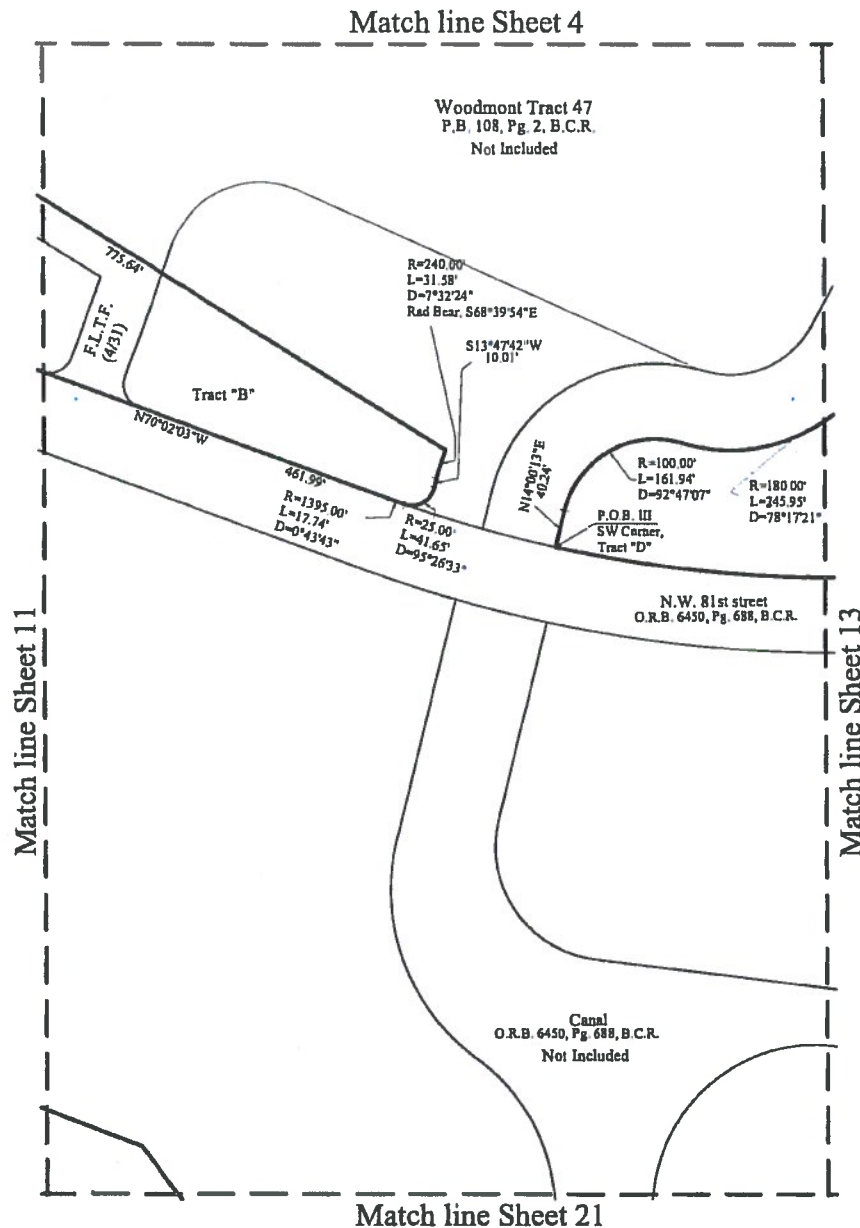
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Legend

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P.B. = Plat Book
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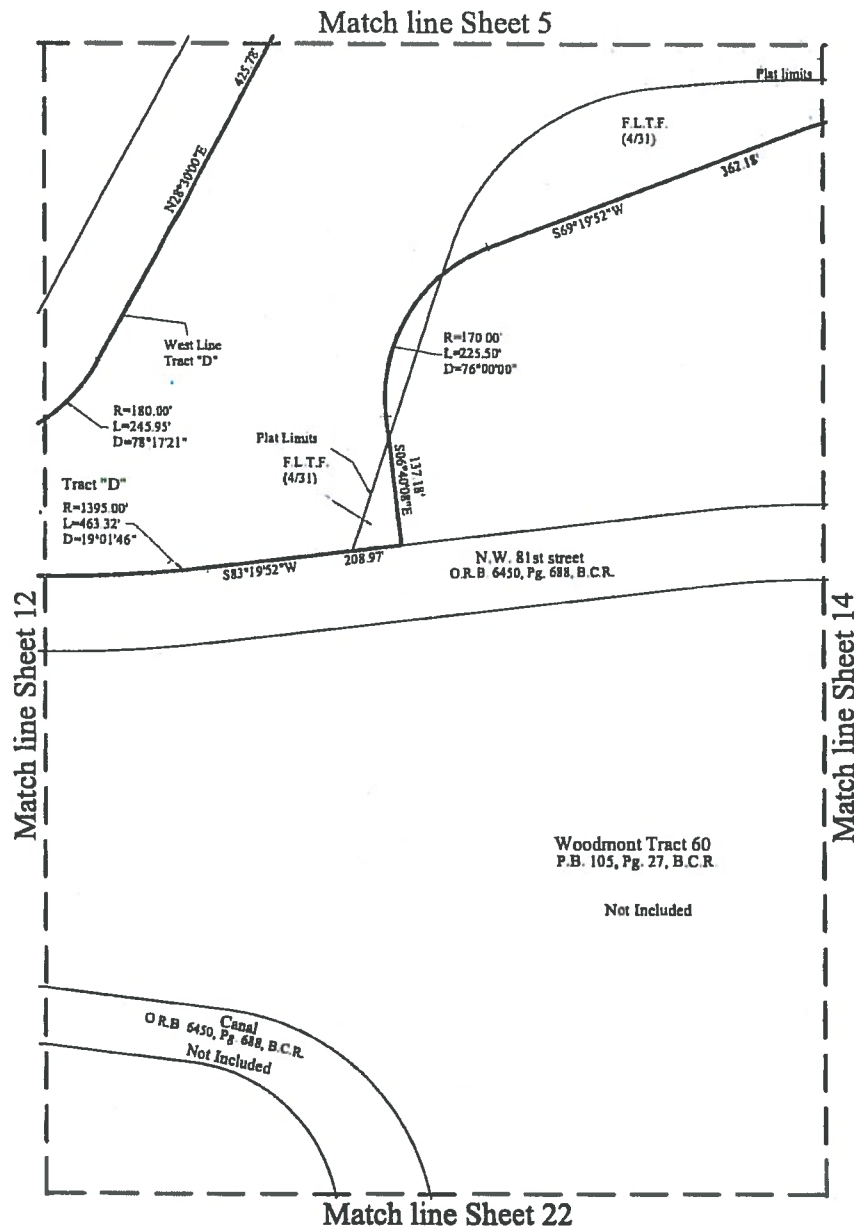
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P.B. = Plat Book
Pg. = Page

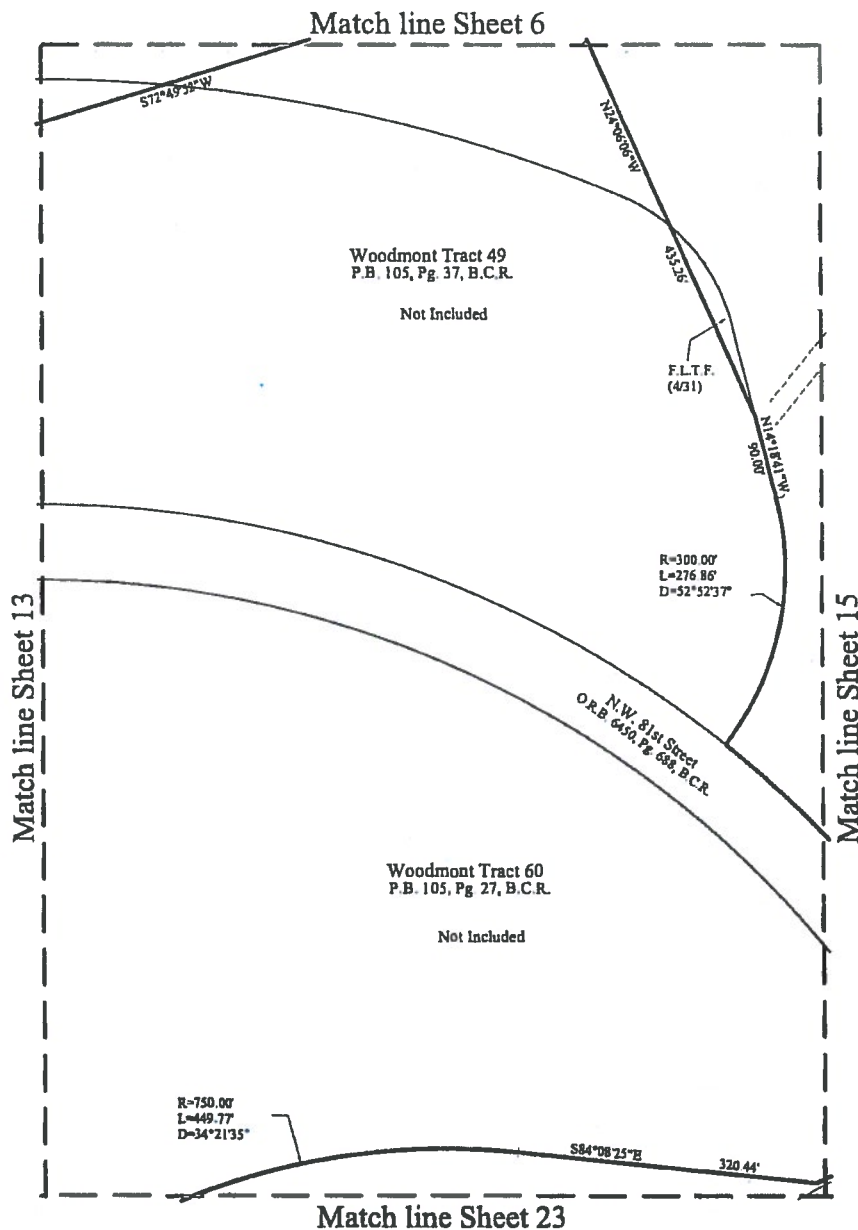
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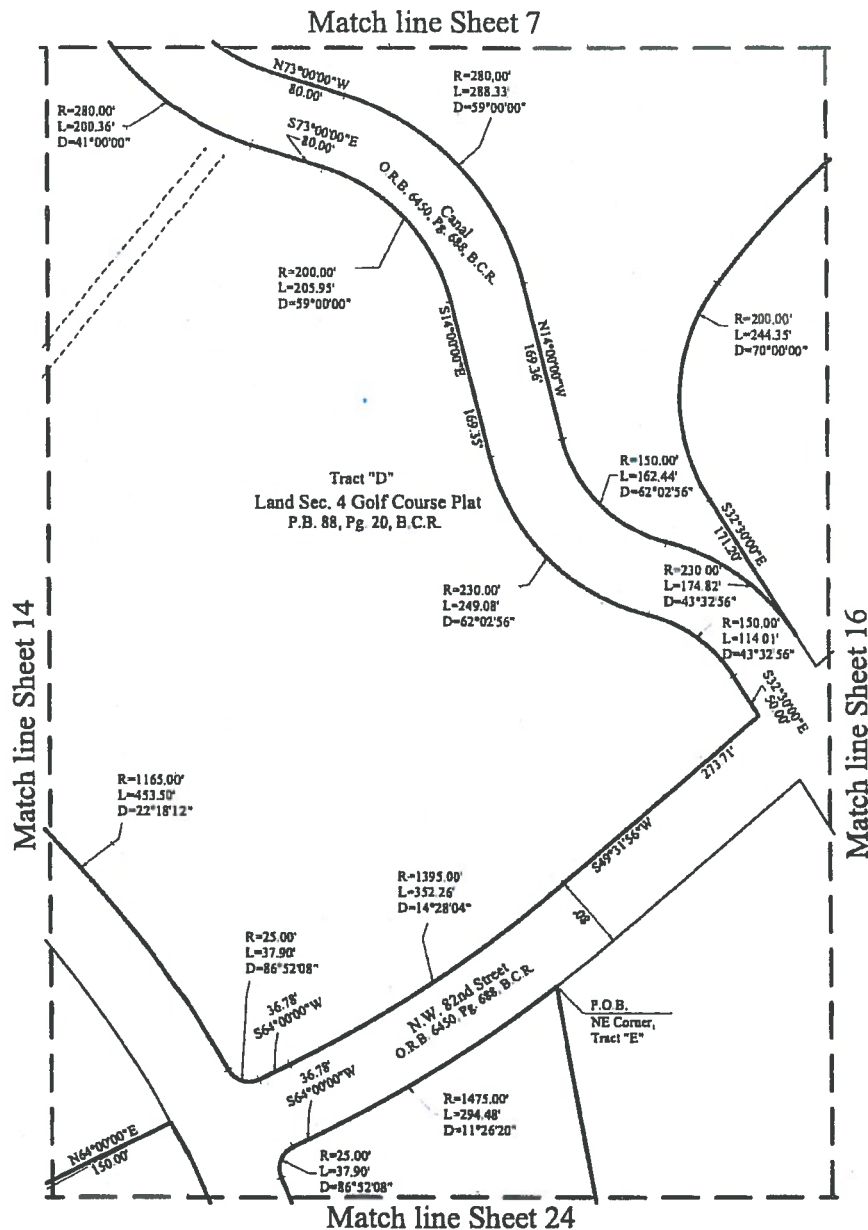
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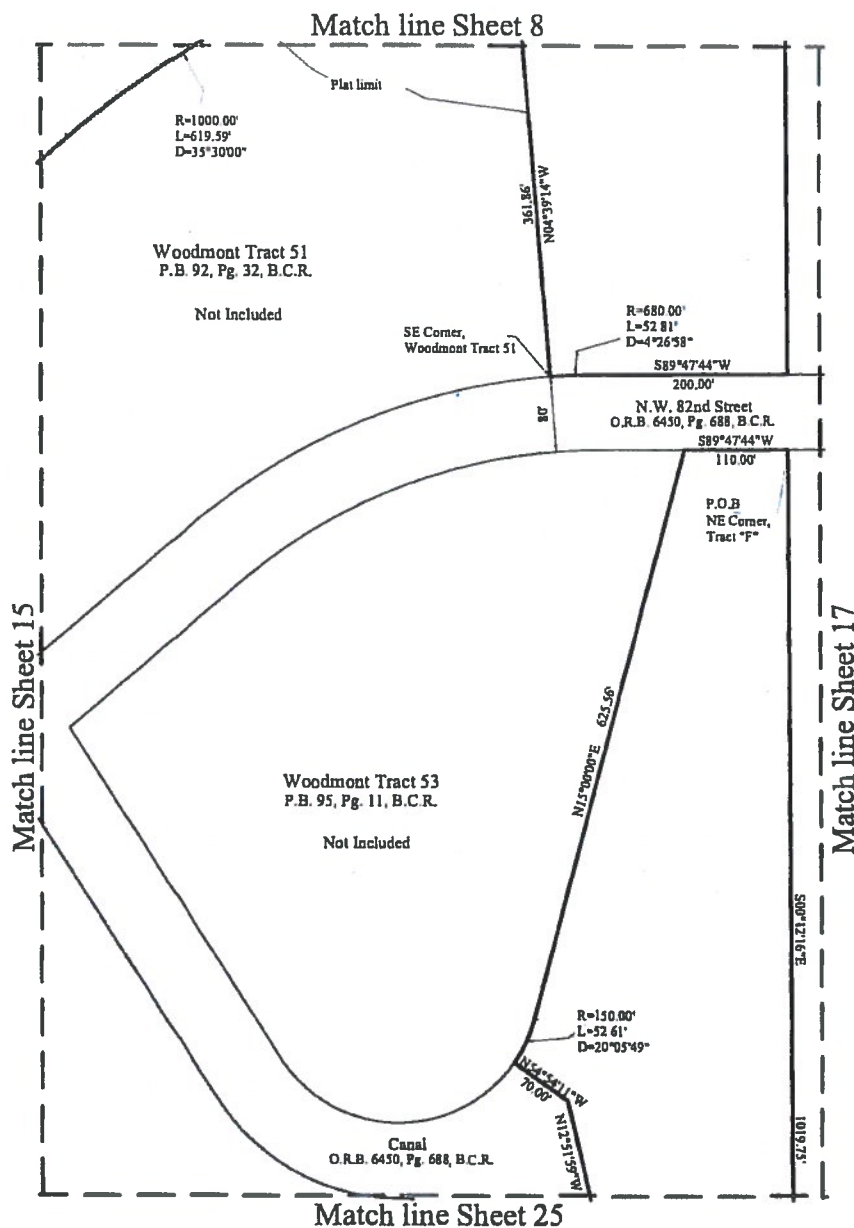
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Legend

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P.B. = Plat Book
Pg. = Page

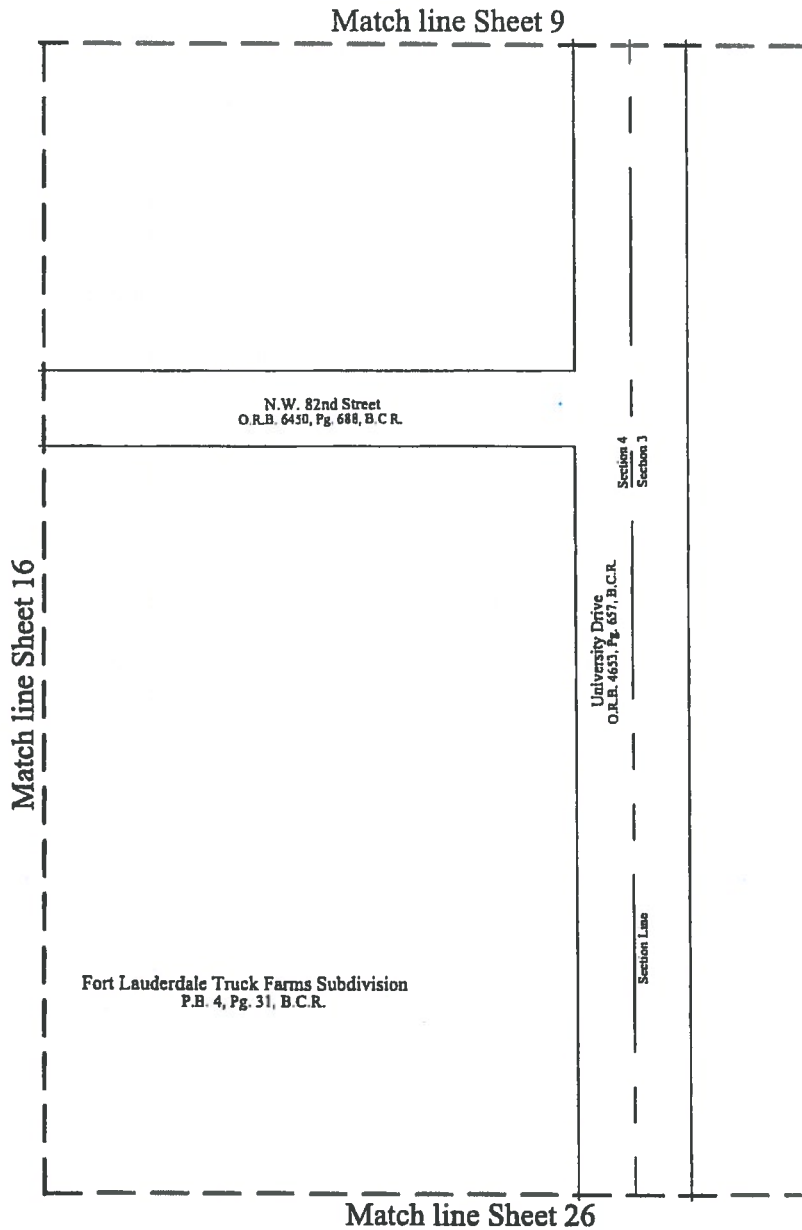
B.C.R. = Broward County Records
R = Radius
L = Arc Length
D = Delta (Central Angle)



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Legend

P.O.B. = Point of Beginning
P.O.C. = Point of Commencement
P.O.T. = Point of Termination
P.B. = Plat Book
Pg. = Page

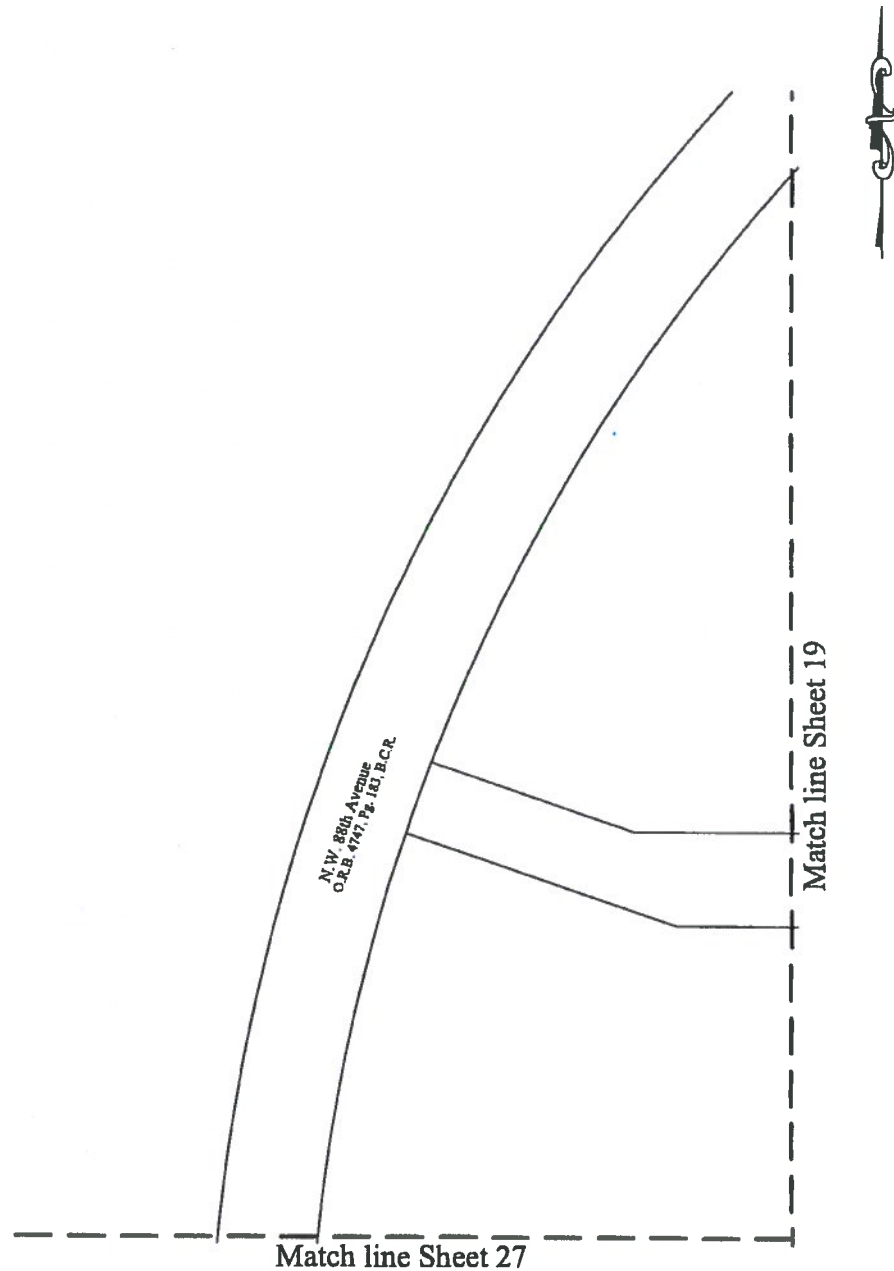
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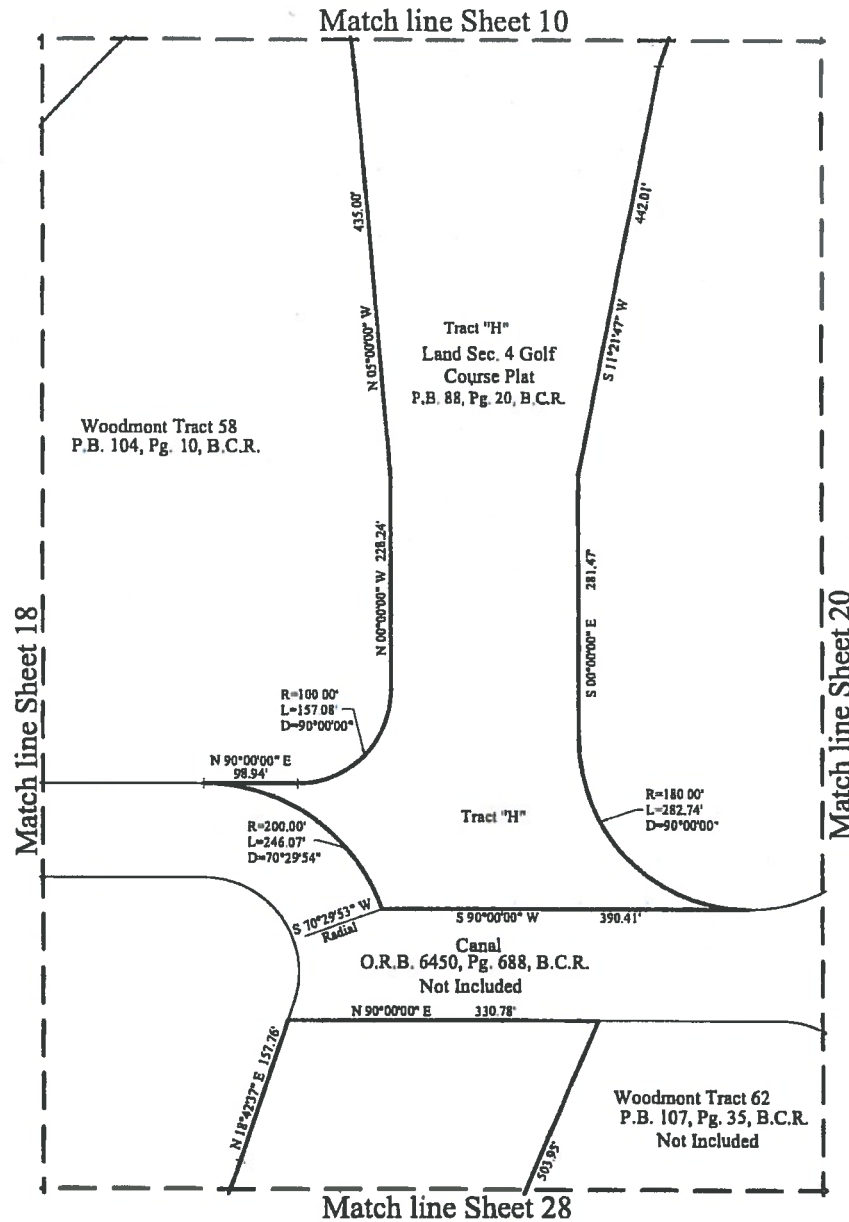
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P.B. = Plat Book
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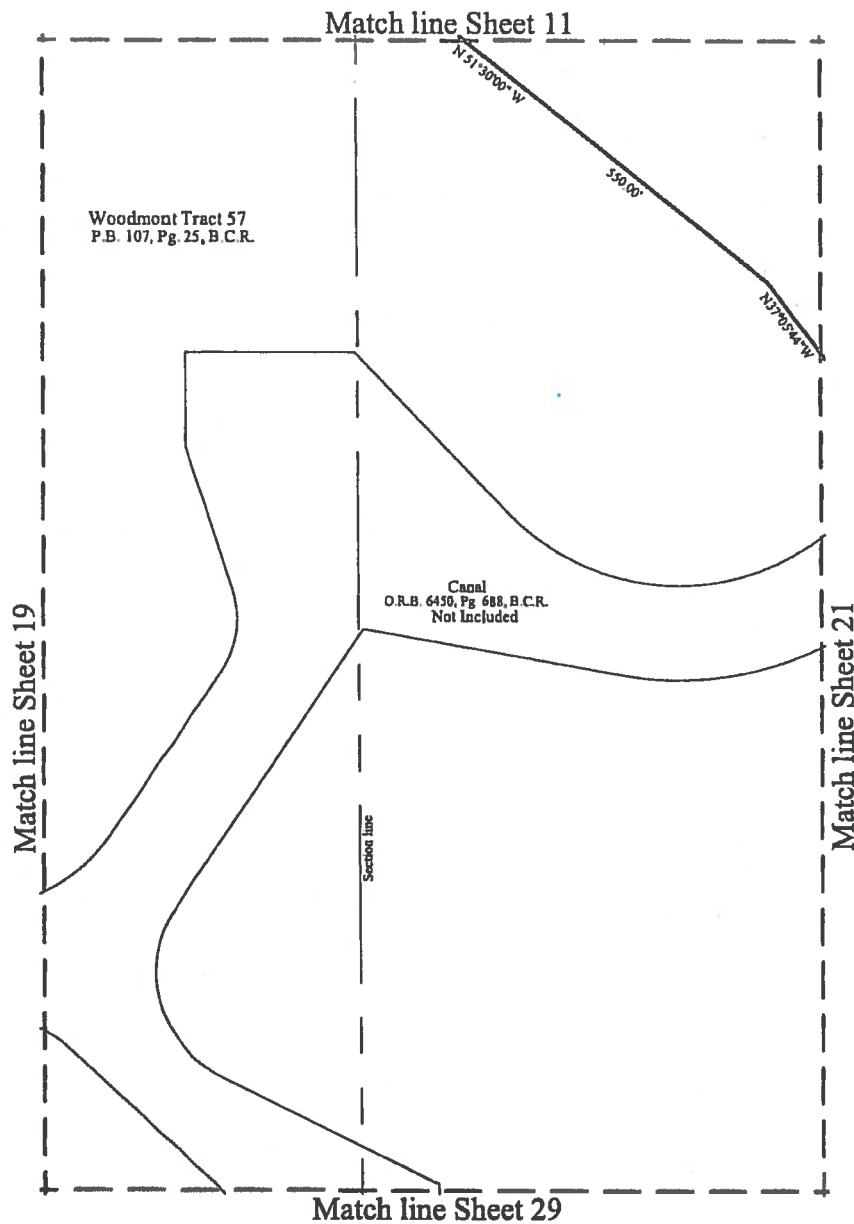
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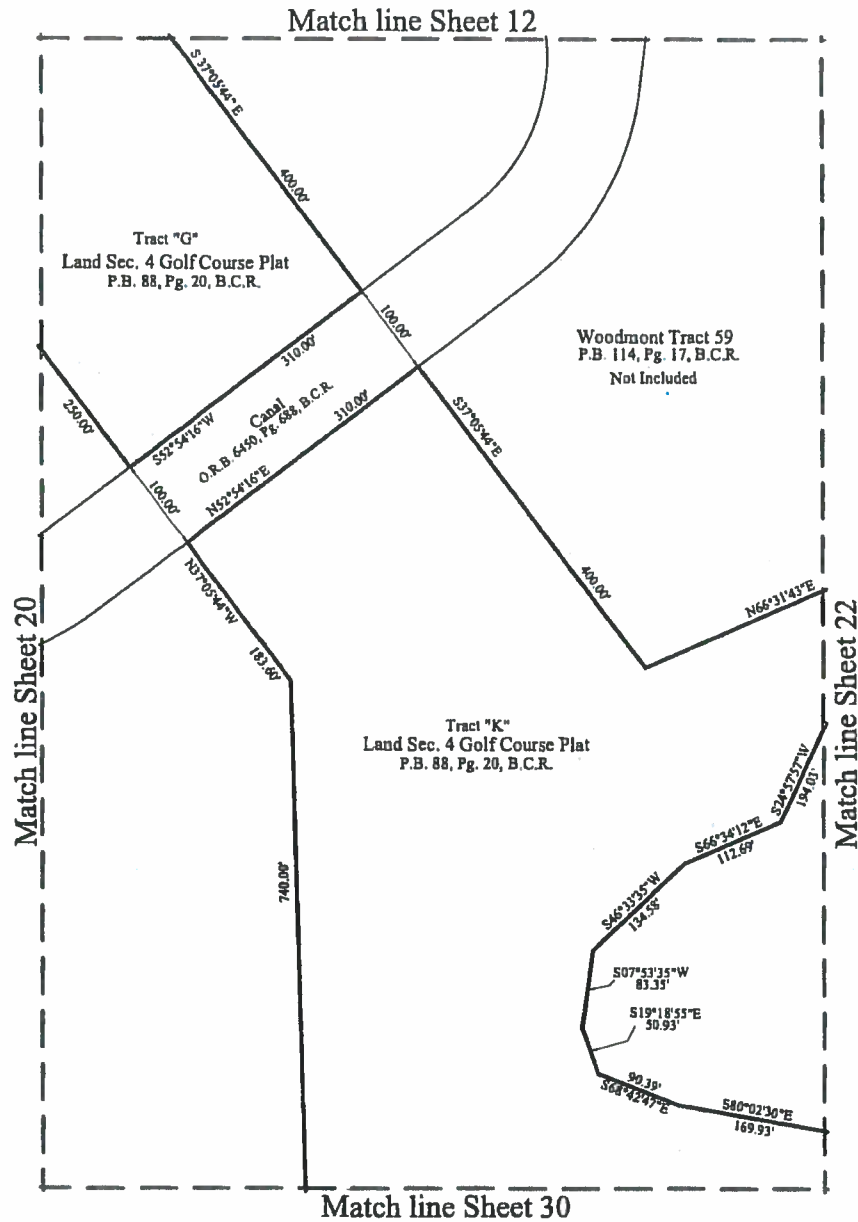
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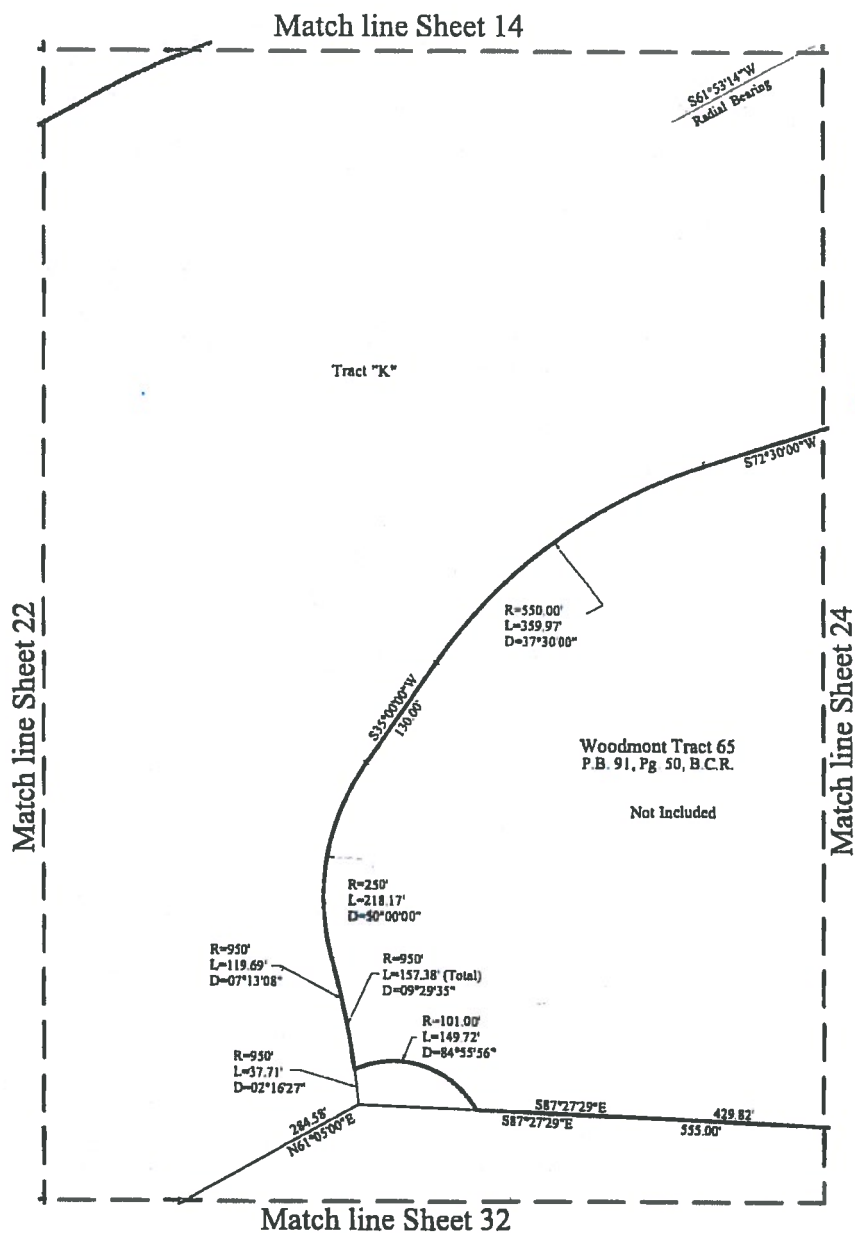
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B.C.R. = Broward County Records
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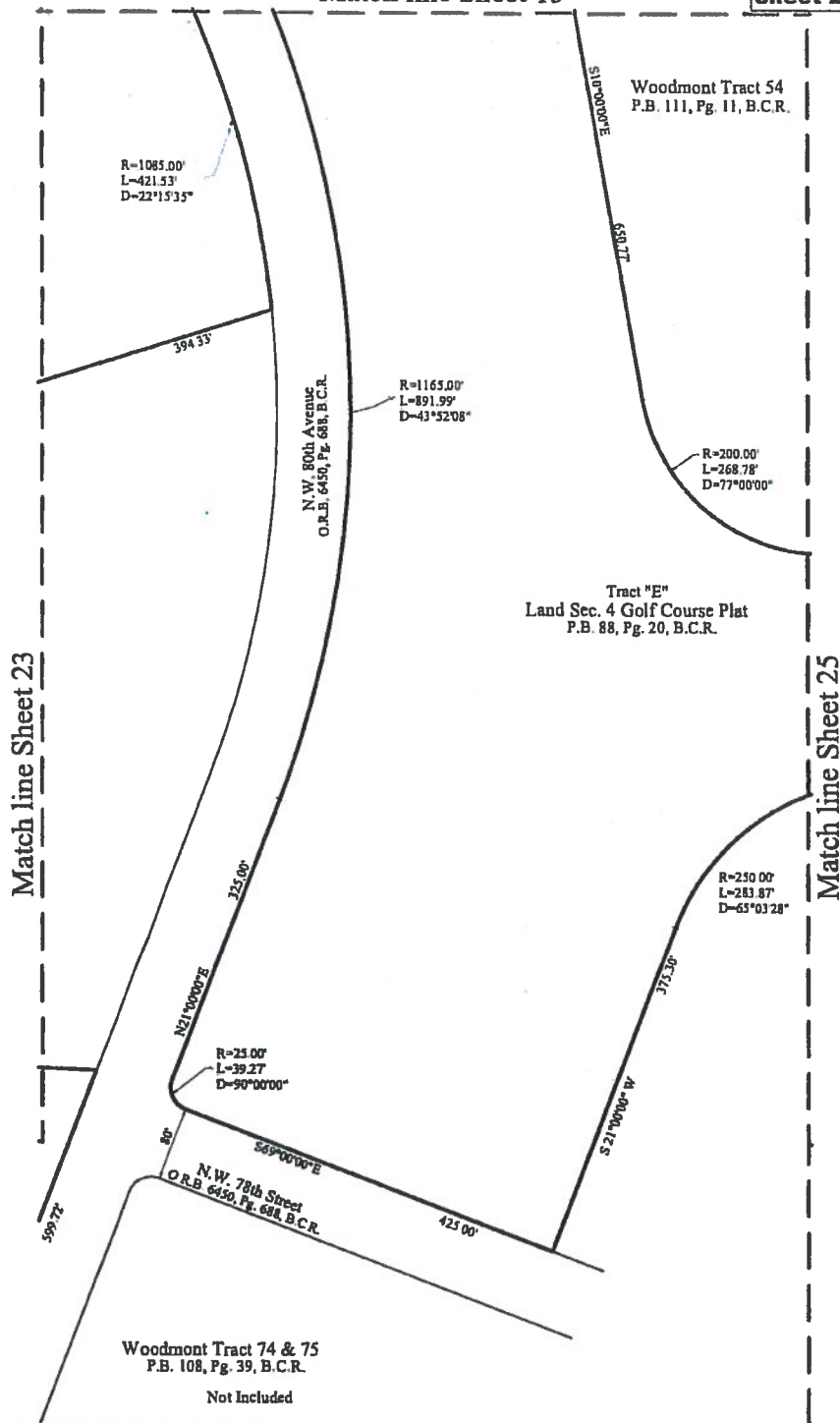


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Match line Sheet 15

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P.B. = Plat Book
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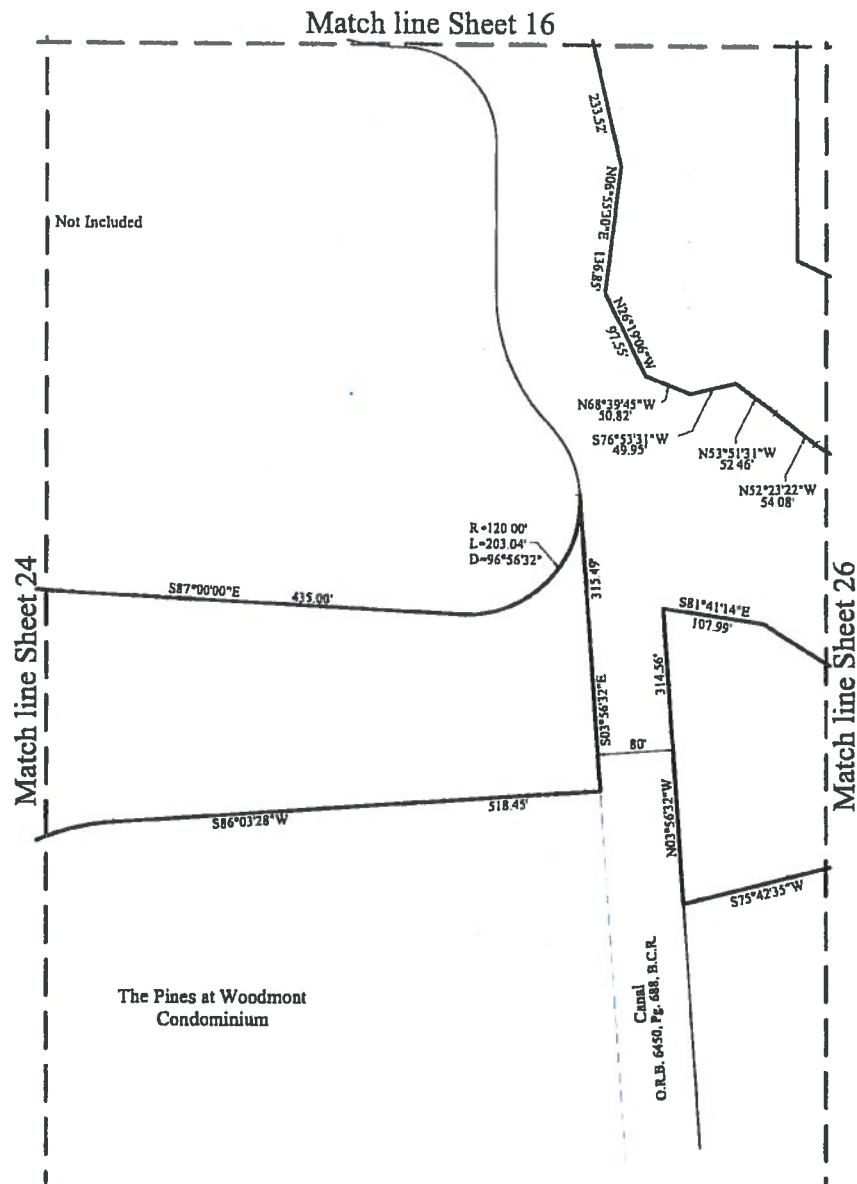
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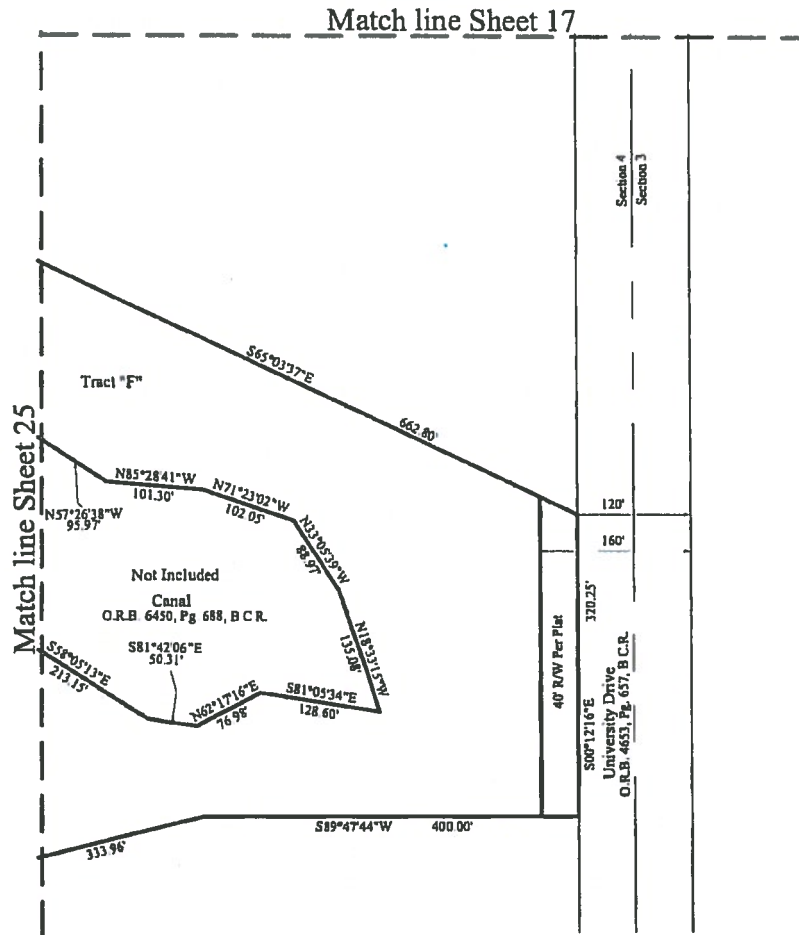
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Match line Sheet 18

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Woodmont Tract 61
P.B. 96, Pg. 42, B.C.R.

R=125.00'
L=70.84'
D=32°28'05"
N 78°58'05" E
100.00'

R=2000.00'
L=433.43'
D=12°25'00"

N.W. 88th Avenue
O.B. 4761, P. 183, B.C.R.

N 46°30'00" E
570.00'

S 62°17'52" W

Match line Sheet 28

Match line
Sheet 28

Match line Sheet 33

Legend

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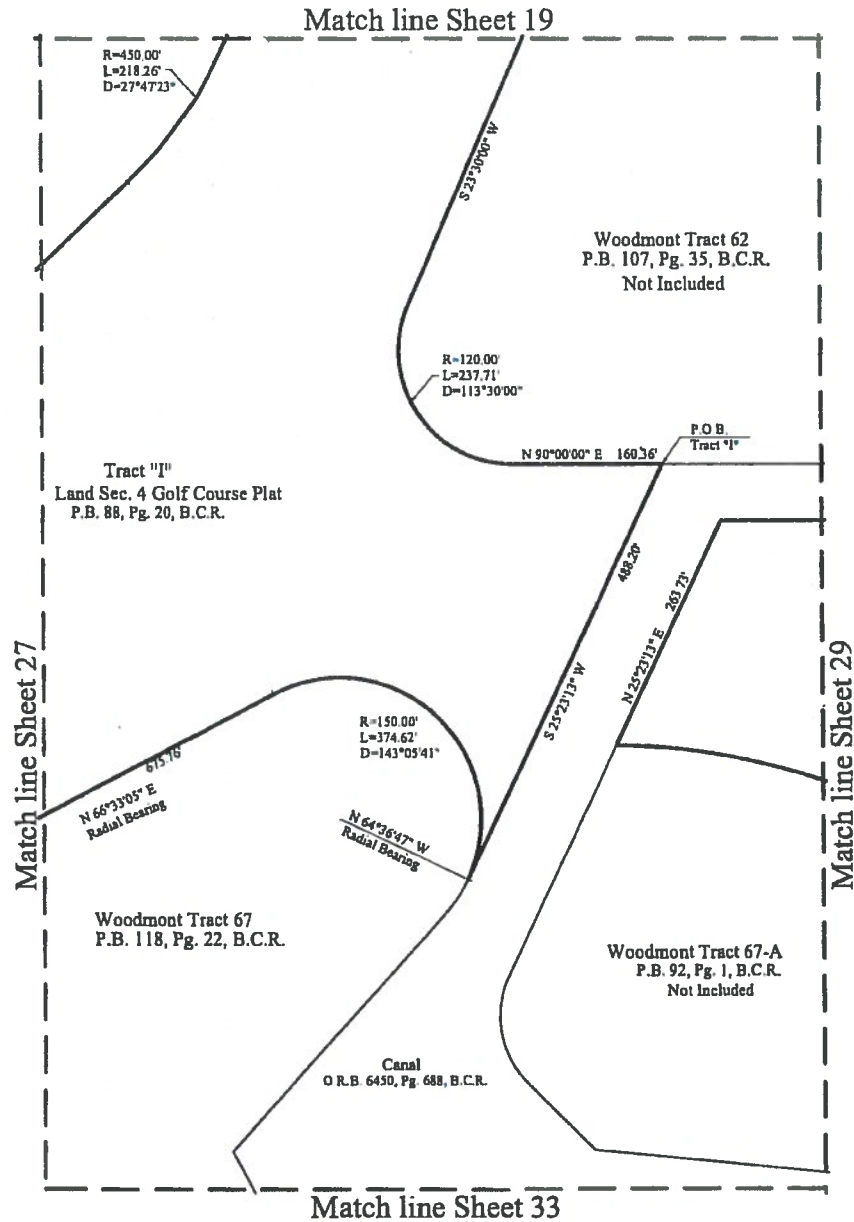
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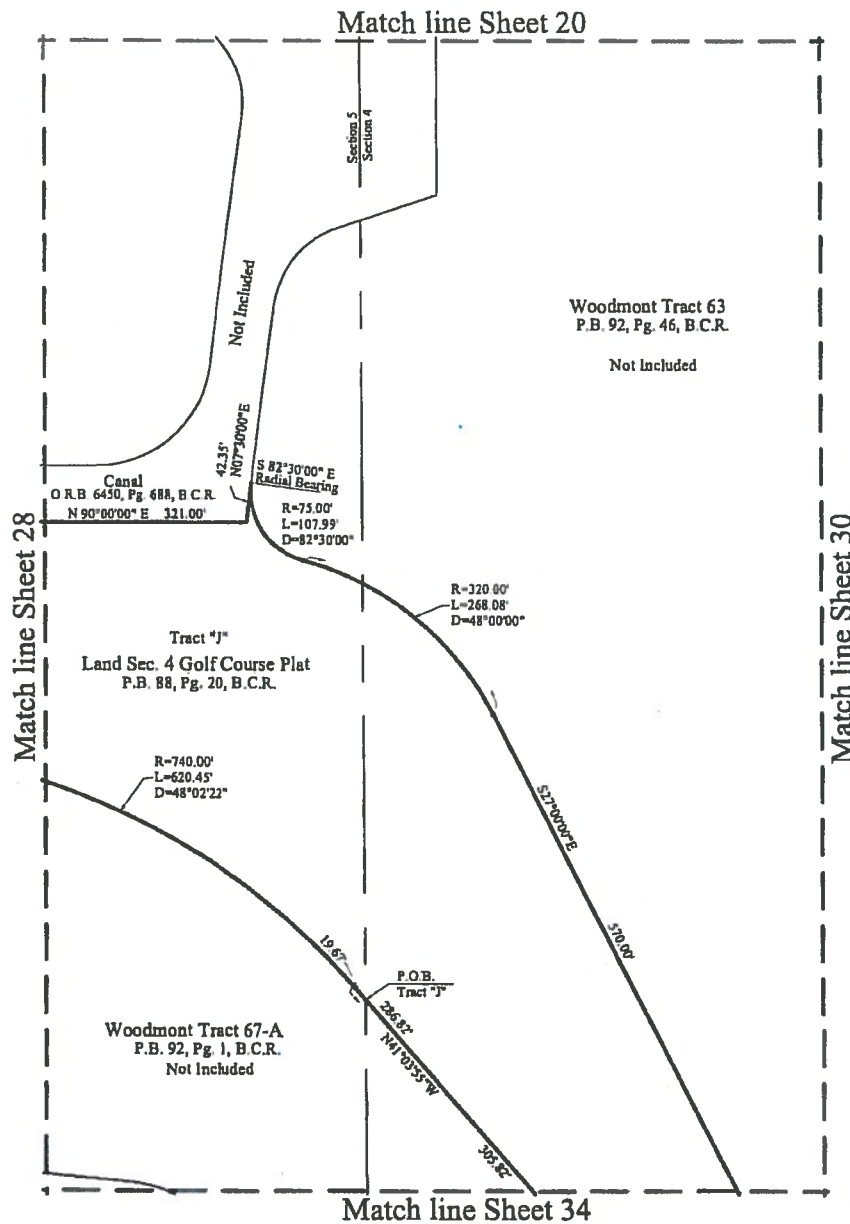
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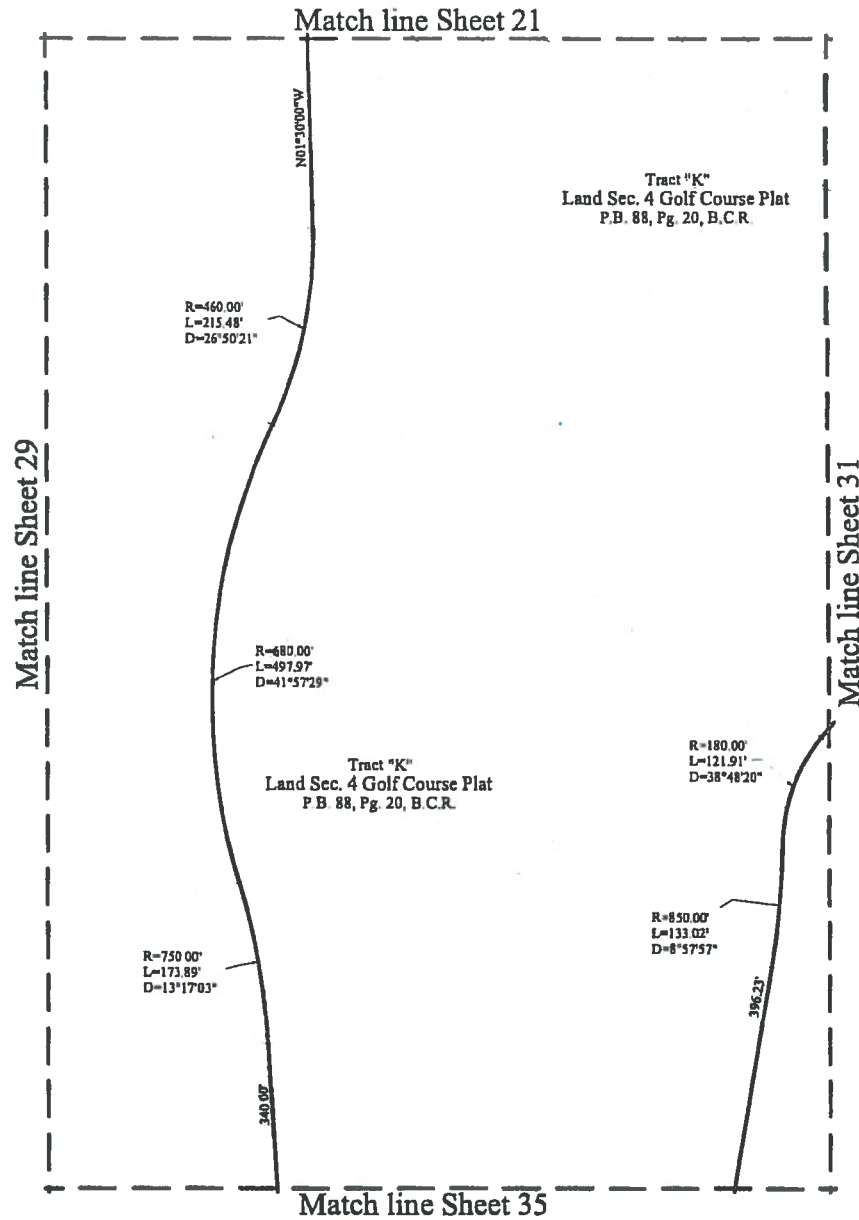
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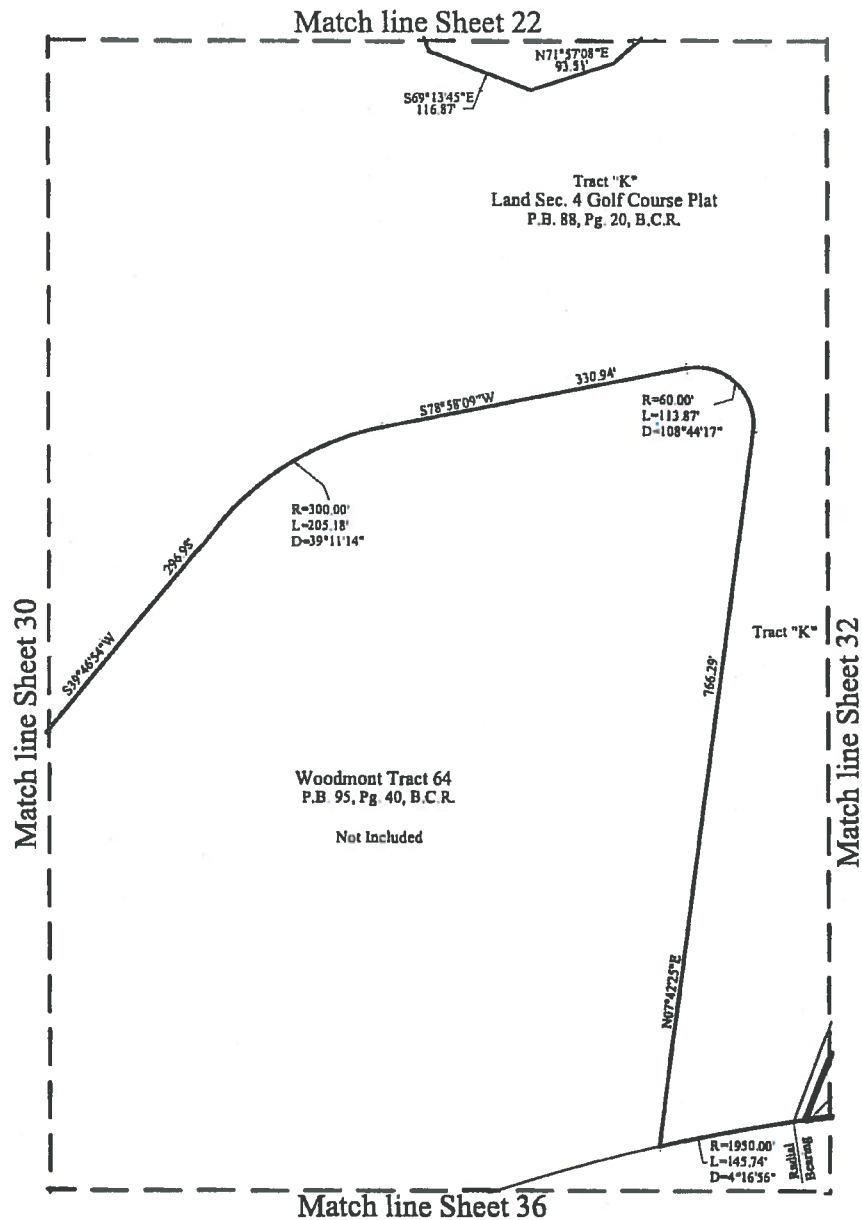
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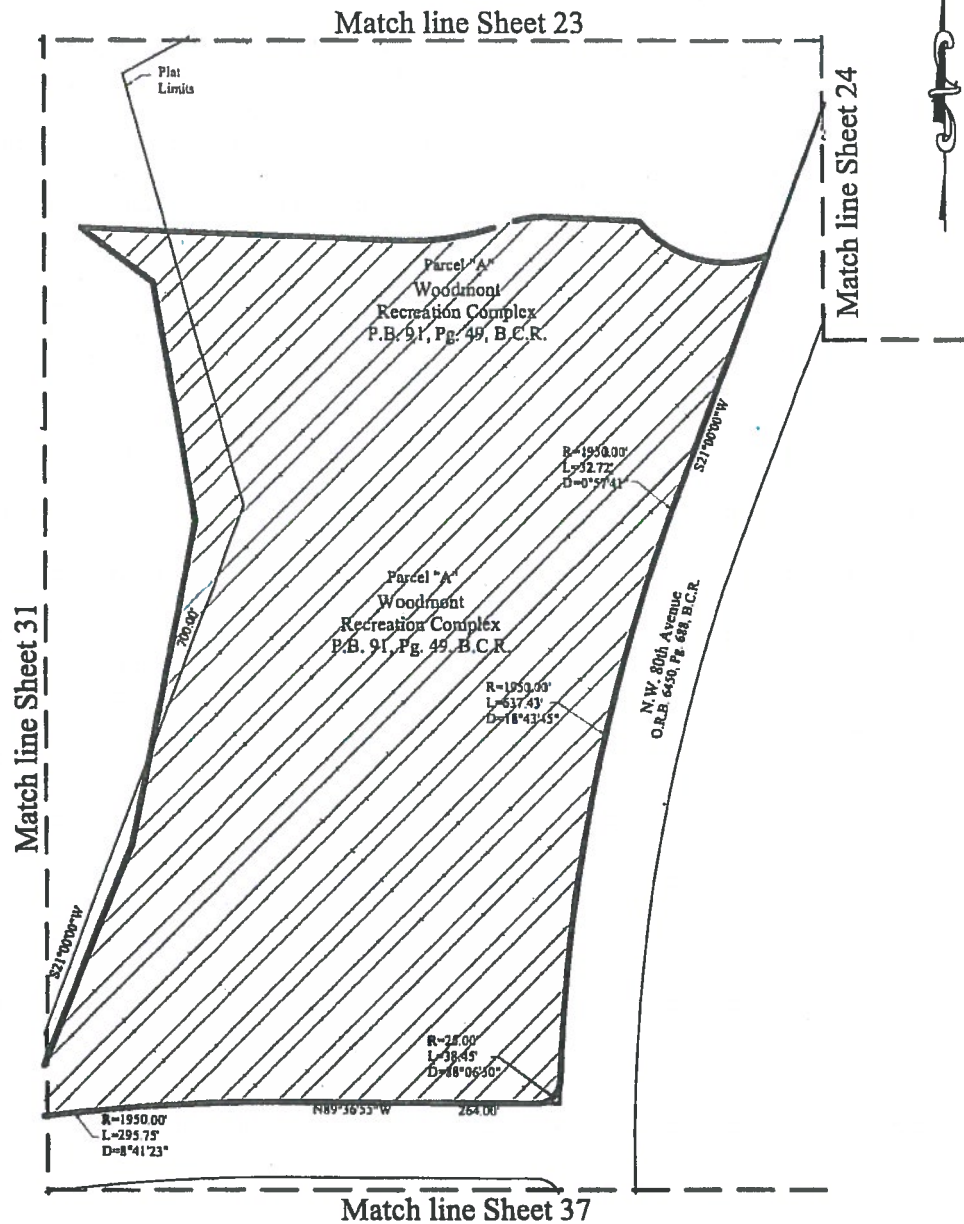
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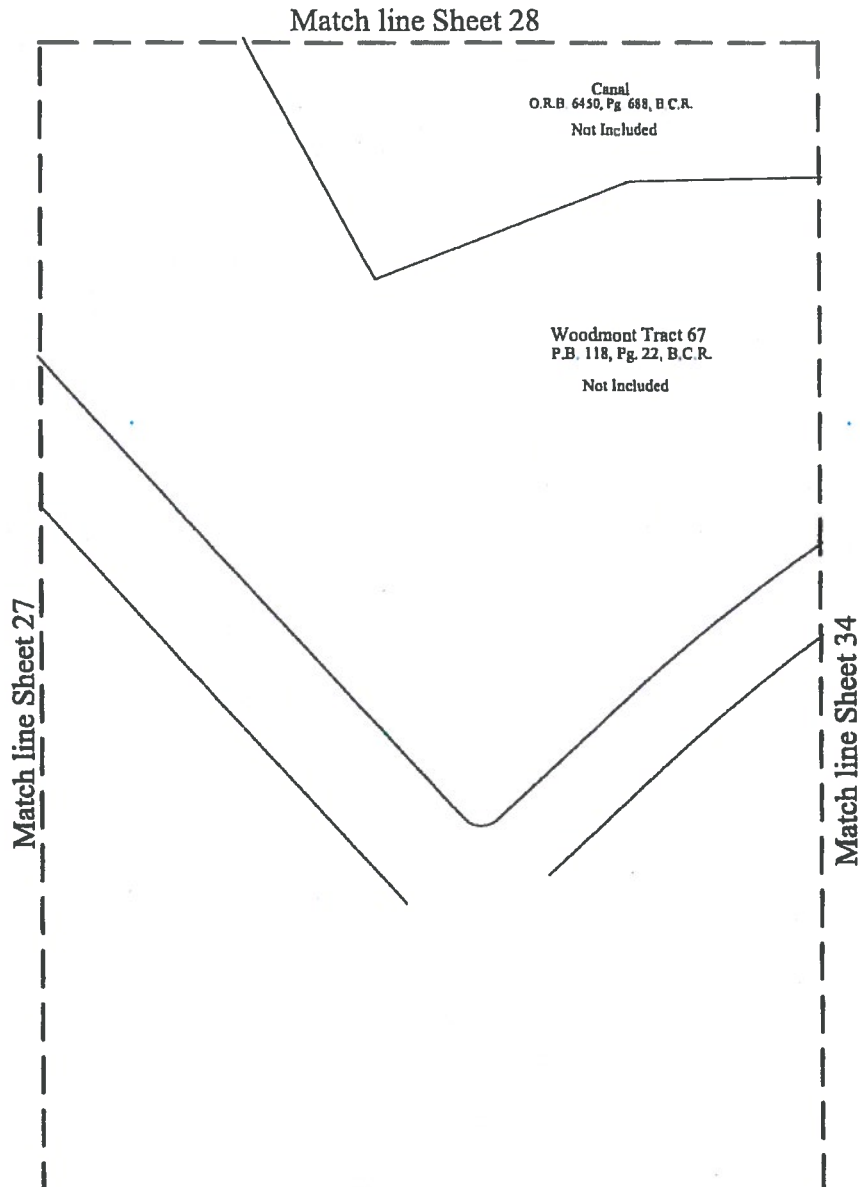
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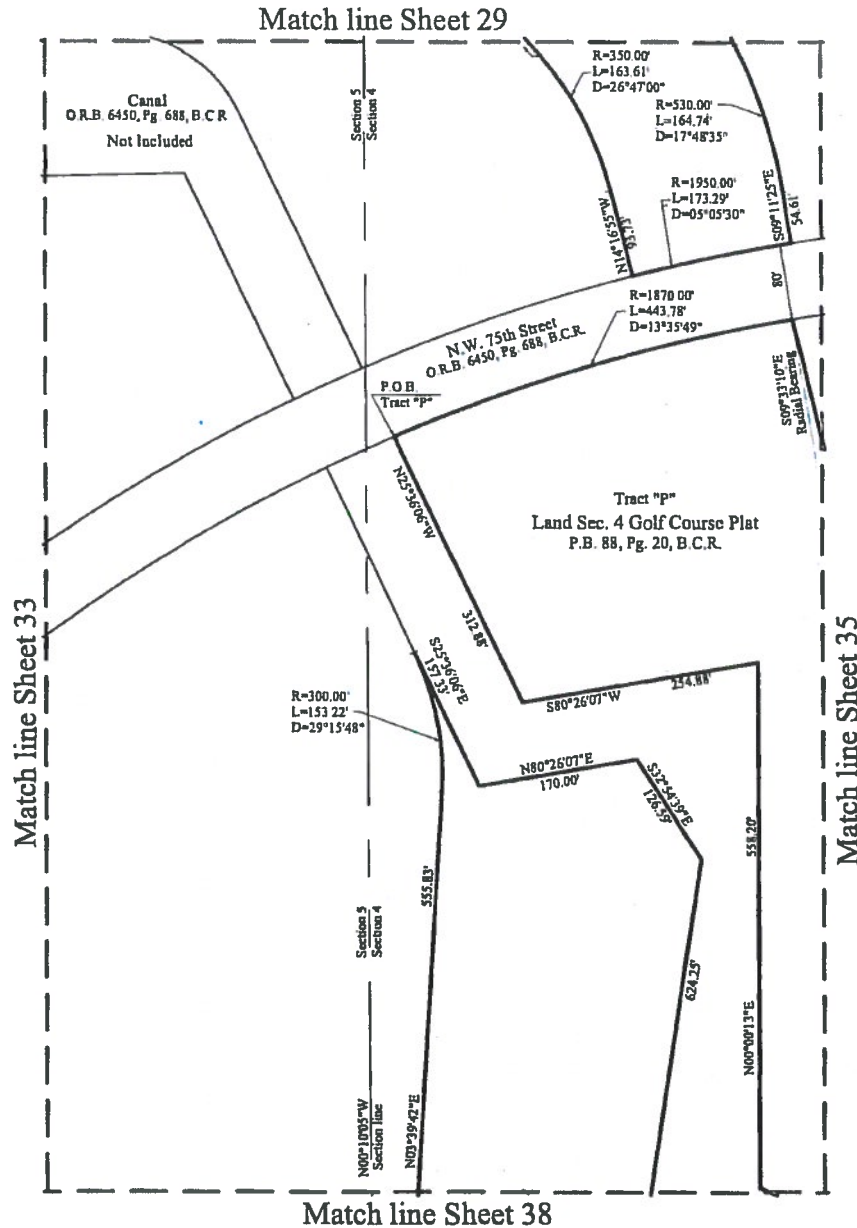
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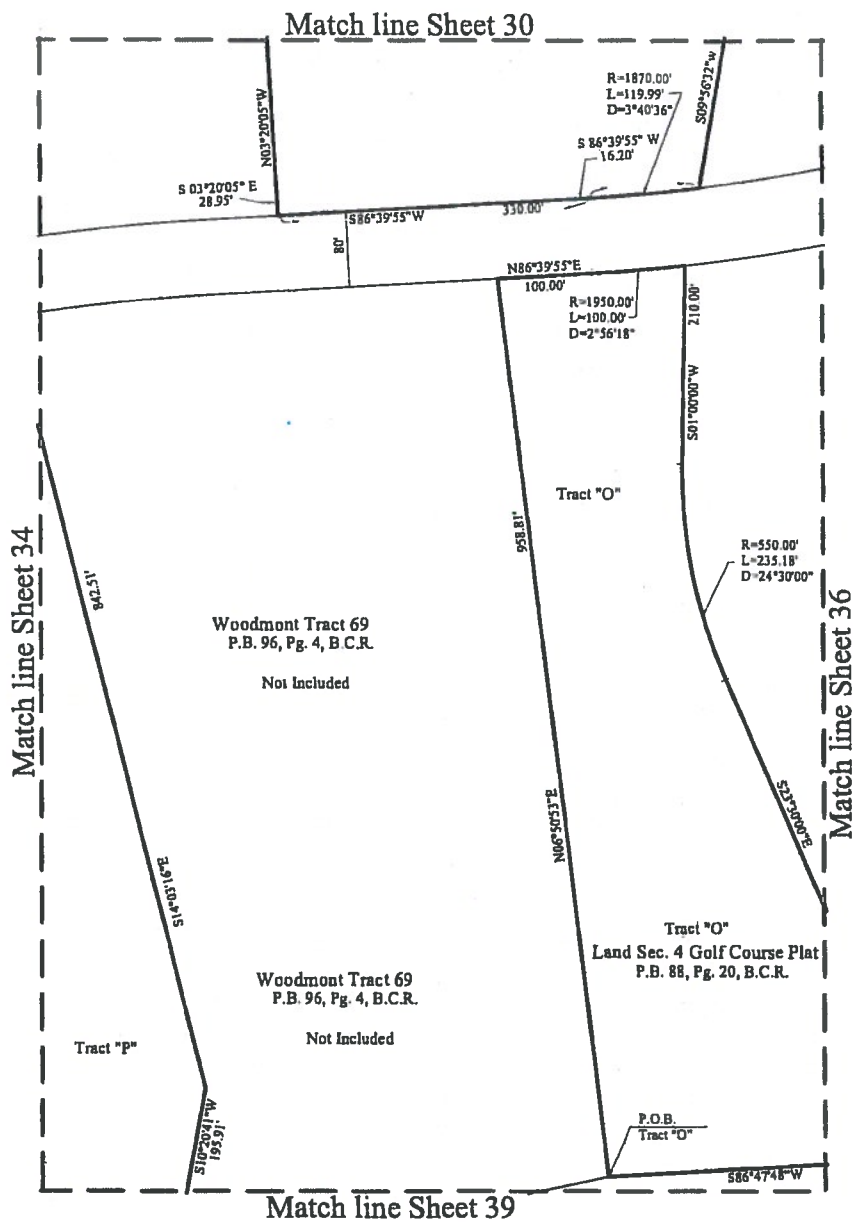
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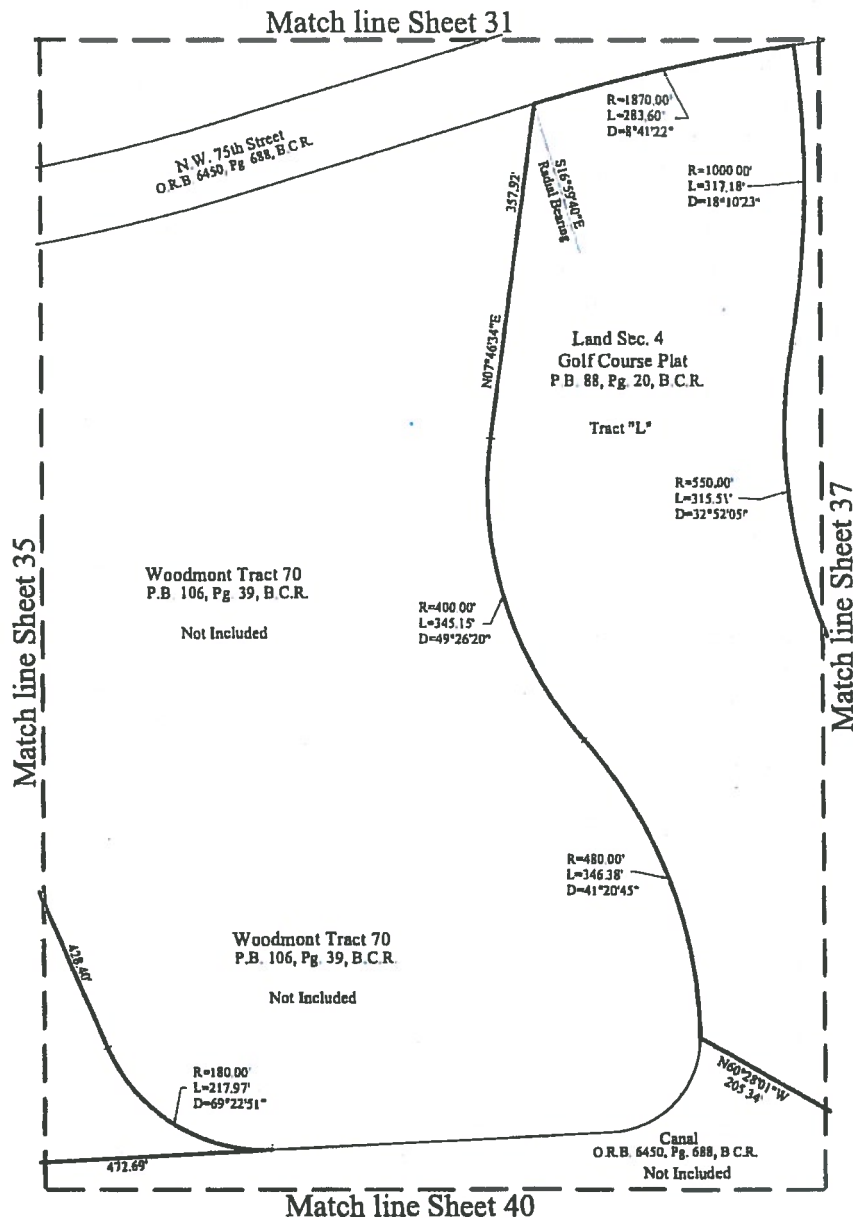


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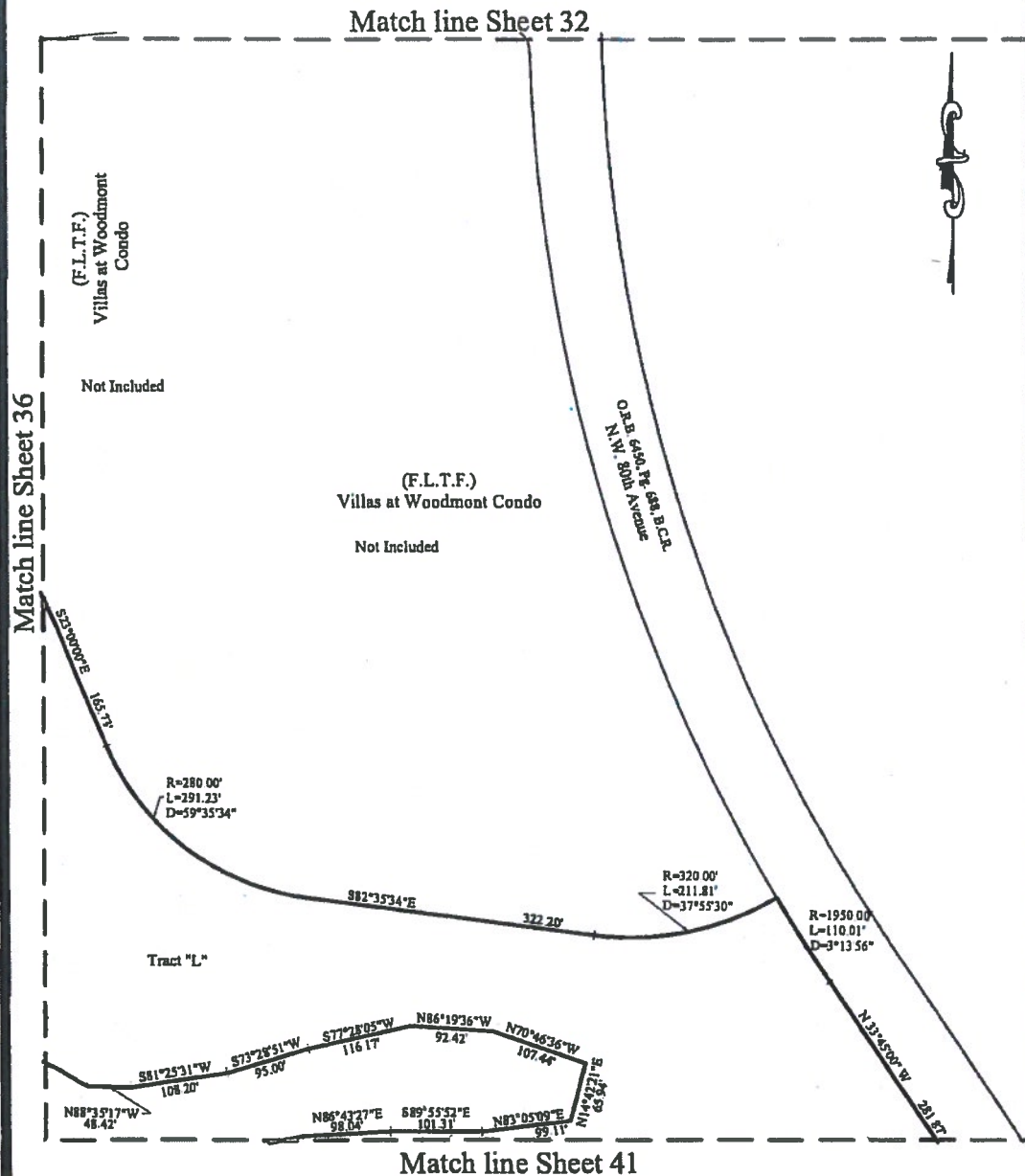
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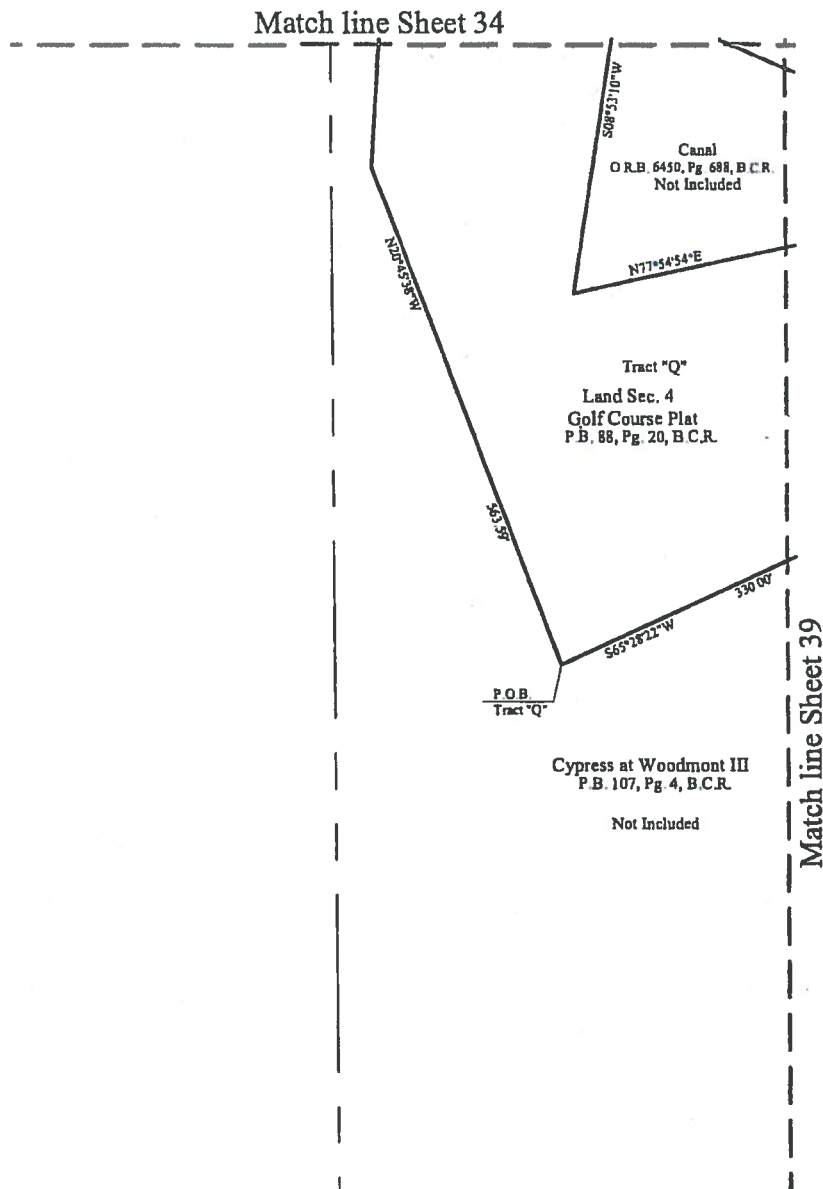
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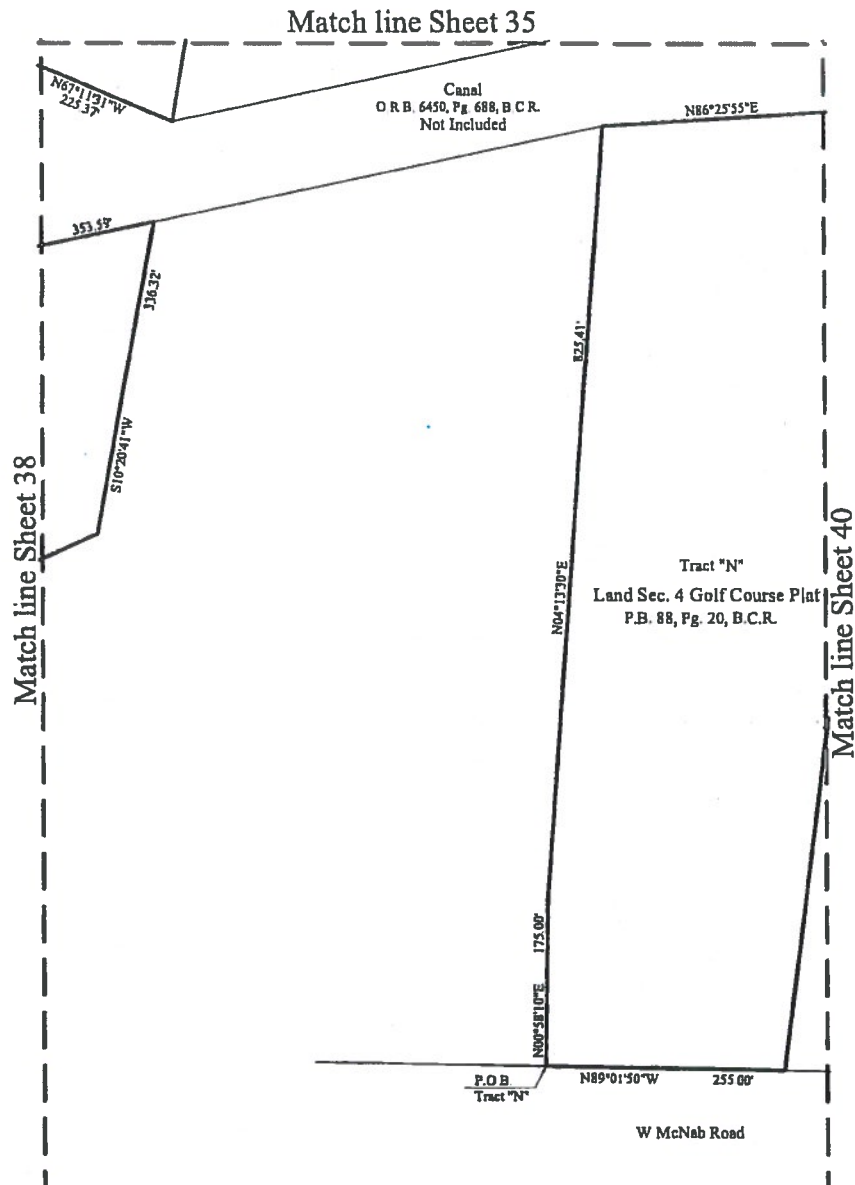
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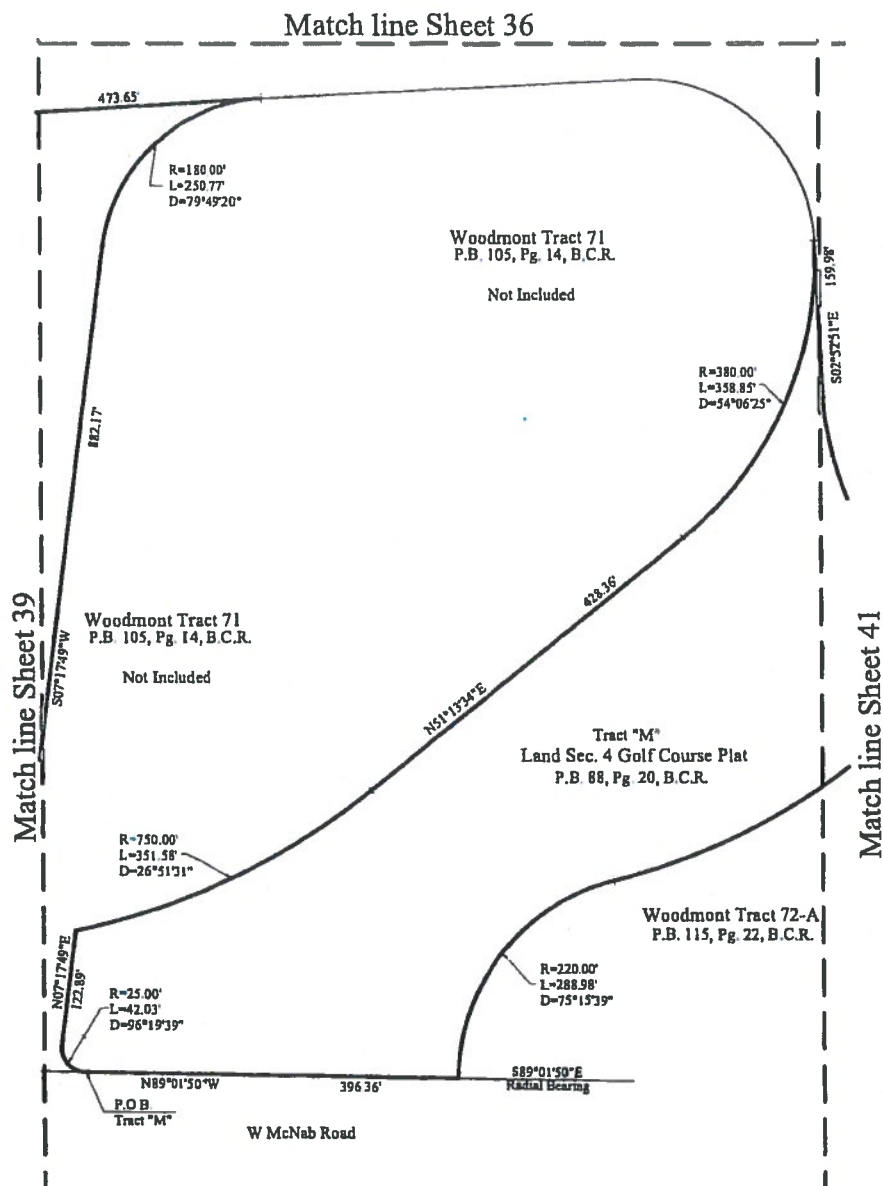
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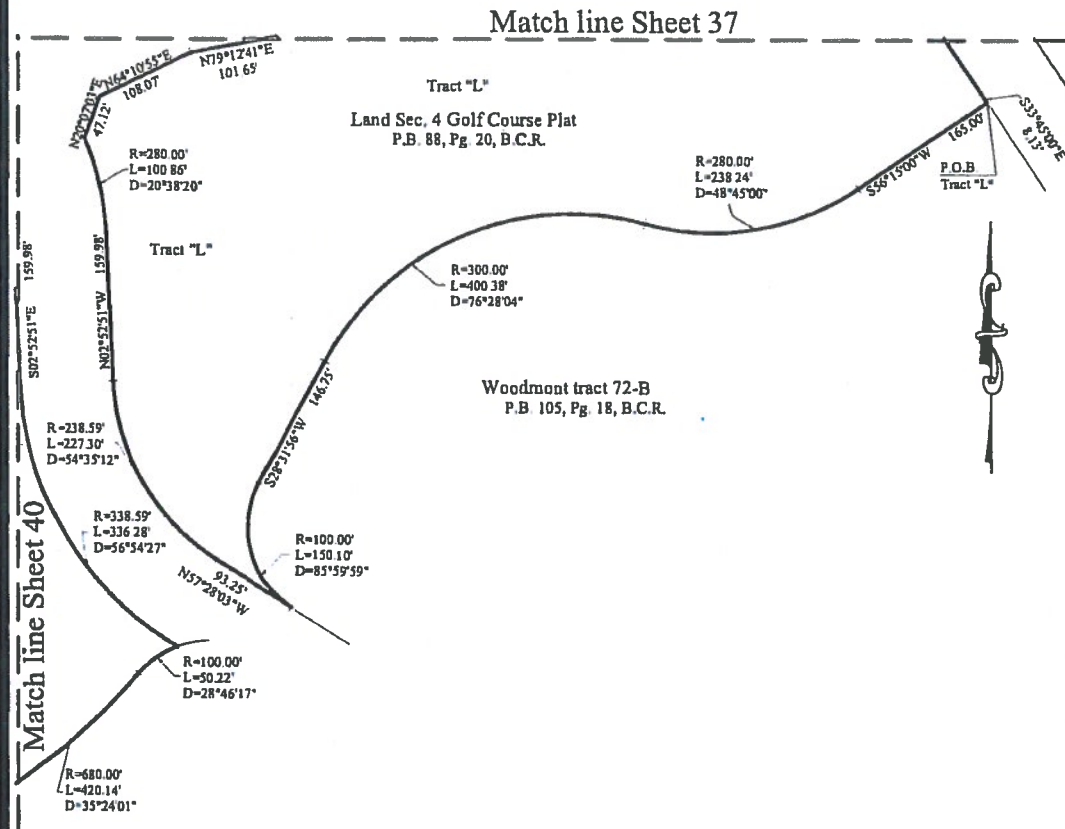
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L.W.D.D. = Lake Worth Drainage District



LEGAL DESCRIPTION

A portion of Tracts, A, B, and C, LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, described as follows:

Commencing at the Northwest corner of Section 4, Township 49 South, Range 41 East; thence North 00°10'05" West, along the West boundary of said Section 4, 6.33 feet to the POINT OF BEGINNING, said point also being on the South right-of-way line of Southgate Boulevard and the North boundary of said Tract A; thence South 89°33'35" East, along said South right-of-way line and North boundary, 506.18 feet; thence South 00°09'03" East, 389.13 feet; thence South 69°45'23" East, 379.53 feet; thence northeasterly along the arc of a tangent curve said curve being concave to the Northwest having a radius of 250.00 feet, a delta of 72°12'51", an arc distance of 315.09 feet; thence South 89°33'35" East, 400.00 feet; thence North 00°09'03" West, 435.00 feet to a point of intersection with said South right-of-way line of Southgate Boulevard and said North boundary of Tract A; thence South 89°33'35" East, along South right-of-way line and along the North boundary of said Tracts A and C, 1184.52 feet; thence Southeasterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 25.00 feet, a delta of 90°00'00", an arc distance of 39.27 feet; thence tangent to said curve South 00°26'25" West, 84.00 feet; thence southerly along the arc of a tangent curve, said curve being concave to the West having a radius of 200.00 feet, a delta of 34°18'35", an arc distance of 119.76 feet; thence tangent to said curve South 34°45'00" West, 75.55 feet to a point on the right-of-way line of that certain canal right-of-way recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point on the arc of a non-tangent curve (radial line thru said point bears South 28°35'58" West); thence northwesterly along said right-of-way line and along the arc of said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 28°09'31", an arc distance of 137.61 feet; thence tangent to said curve North 89°33'35" West, along said right-of-way line, 650.00 feet; thence southwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 180.00 feet, a delta of 90°00'00", an arc distance of 282.74 feet; thence tangent to said curve South 00°26'25" West, along said right-of-way line and along the East boundary of said Tract A, 72.90 feet; thence Southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 300.00 feet, a delta of 28°03'35", an arc distance of 146.92 feet; thence tangent to said curve South 28°30'00" West, along said right-of-way line and along said East boundary, 287.48 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 07°46'43" East); thence westerly along the arc of said curve being concave to the North having a radius of 330.00 feet, a delta of 3°18'02", an arc distance of 19.01 feet; thence tangent to said curve North 78°55'15" West, 39.26 feet; thence North 10°30'00" West, 160.87 feet; thence South 79°30'00" West, 478.61 feet; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 350.00 feet, a delta of 46°19'55", an arc distance of 283.03 feet; thence tangent to said curve North 54°10'05" West, 621.27 feet; thence Southwesterly along the arc of a tangent curve said curve being concave to the Southeast having a radius of 60.00 feet, a delta of 108°00'00", an arc distance of 113.10 feet; thence tangent to said curve South 17°49'55" West, 372.42 feet to a point of intersection with the West boundary of said Section 4; thence South 00°10'05" East, along said West boundary, 185.00 feet; thence South 84°10'05" East, 140.74 feet; thence easterly along the arc of a tangent curve, said curve being concave to the South having a radius of 300.00 feet, a delta of 26°00'00", an arc distance of 136.14 feet; thence tangent to said curve South 58°10'05" East, 775.64 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South 68°39'54" East); thence southwesterly along the arc of said curve being concave to the Southeast having a radius of 240.00 feet, a delta of 7°32'24", an arc distance of 31.58 feet; thence tangent to said curve South 13°47'42" West, 10.01 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 25.00 feet, a delta of 95°26'33", an arc distance of 41.65 feet to a point of intersection with the northerly right-of-way line of N.W. 81st Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point of compound curvature; thence westerly along said northerly right-of-way line and along the arc of a tangent curve being concave to the North having a radius of 1395.00 feet, a delta of 0°43'43", an arc distance of 17.74 feet; thence tangent to said curve North 70°02'03" West, along said northerly right-of-way line and along the southerly boundary of said Tracts B and A, 461.99 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 1270.00 feet, a delta of 19°30'09", an arc distance of 432.29 feet; thence tangent to said curve North 89°32'12" West, along said right-of-way line, 206.15 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 25.00 feet, a delta of 102°10'28", an arc distance of 44.58 feet to a point of reverse curvature, said point also being on the East right-of-way line of N.W. 88th Avenue, as recorded on Official Records Book 4747, Page 183, of the Public Records of Broward County, Florida; thence northerly along said right-of-way line (said line also being the West boundary of said Tract A), and along the arc of a tangent curve, said curve being concave to the West having a radius of 1053.00 feet, a delta of 12°48'21", an arc distance of 235.35 feet; thence tangent to said curve North 00°10'05" West, along said West boundary of Tract A, 969.69 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 90°36'30", an arc distance of 39.54 feet to a point on said South right-of-way line of Southgate Boulevard; thence South 89°33'35" East, along said South right-of-way line, 171.74 feet to the POINT OF BEGINNING.

TOGETHER WITH

A portion of Tract C of said LAND SEC. 4 GOLF COURSE PLAT and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, described as follows:

BEGINNING at the most northeasterly corner of said Tract C; thence South 00°12'16" East, along the East boundary of said Tract C, 1323.97 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South 89°47'44" West, along said northerly right-of-way line and along the South boundary of said Tract C, 200.00 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 680.00 feet, a delta of 4°26'58", an arc distance of 52.81 feet to the Southeast corner of WOODMONT TRACT 51, according to the Plat thereof, as recorded in Plat Book 92, Page 32, of the Public Records of Broward County, Florida; thence North 04°39'14" West, along the easterly boundary of said WOODMONT TRACT 51, 361.86 feet; thence northwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of 102°20'46", an arc distance of 178.63 feet to a point of compound curvature; thence southwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 1000.00 feet, a delta of 35°30'00", an arc distance of 619.59 feet to a point of compound curvature; thence southerly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet, a delta of 70°00'00", an arc distance of 244.35 feet; thence tangent to said curve South 32°30'00" East, along said boundary of WOODMONT TRACT 51, 171.20 feet to a point of cusp;



LEGAL DESCRIPTION

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thence northwesterly along the boundary of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, and along the arc of a tangent curve, said curve being concave to the Southwest and having a radius of 230.00 feet; a delta of $43^{\circ}32'56''$, an arc distance of 174.82 feet to a point of reverse curvature; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Northeast having a radius of 150.00 feet, a delta of $62^{\circ}02'56''$, an arc distance of 162.44 feet thence tangent to said curve North $14^{\circ}00'00''$ West, along said right-of-way line, 169.36 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Southwest having a radius of 280.00 feet, a delta of $59^{\circ}00'00''$, an arc distance of 288.33 feet; thence tangent to said curve North $73^{\circ}00'00''$ West, along said right-of-way line, an arc distance of 80.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 200.00 feet, a delta of $41^{\circ}00'00''$, an arc distance of 143.12 feet; thence tangent to said curve North $32^{\circ}00'00''$ West, along said right-of-way line, 650.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 280.00 feet, a delta of $17^{\circ}06'01''$, an arc distance of 83.57 feet; thence North $34^{\circ}45'00''$ East, 75.55 feet; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 260.00 feet, a delta of $7^{\circ}03'03''$, an arc distance of 32.00 feet to a point of reverse curvature; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of $79^{\circ}53'45''$, an arc distance of 34.86 feet; thence tangent to said curve South $72^{\circ}24'17''$ East, 31.18 feet; thence southeasterly along the arc of a tangent curve being concave to the Northeast having a radius of 730.00 feet, a delta of $3^{\circ}37'17''$, an arc distance of 46.14 feet; thence South $00^{\circ}26'25''$ West, 31.39 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet; a delta of $27^{\circ}11'35''$, an arc distance of 94.92 feet; thence North $89^{\circ}31'26''$ East, 162.02 feet; thence easterly along the arc of a tangent curve being concave to the South having a radius of 400.00 feet, a delta of $42^{\circ}43'43''$, an arc distance of 298.30 feet to a point of reverse curvature; thence southeasterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 540.00 feet, a delta of $44^{\circ}48'43''$, an arc distance of 422.34 feet; thence tangent to said curve North $87^{\circ}26'25''$ East, 535.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 75.00 feet, a delta of $90^{\circ}00'00''$, an arc distance of 117.81 feet; thence tangent to said curve North $02^{\circ}33'35''$ West, 130.00 feet; thence Northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 75.00 feet, a delta of $90^{\circ}00'00''$, an arc distance of 117.81 feet; thence tangent to said curve South $87^{\circ}26'25''$ West, 535.00 feet; thence Northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 260.00 feet, a delta of $43^{\circ}00'00''$, an arc distance of 195.13 feet to a point of reverse curvature; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 700.00 feet, a delta of $41^{\circ}19'36''$, an arc distance of 504.90 feet to a point of reverse curvature; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 565.00 feet, a delta of $18^{\circ}28'53''$, an arc distance of 182.25 feet; thence North $84^{\circ}22'31''$ West, 79.51 feet; thence North $00^{\circ}26'25''$ East, 35.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of $90^{\circ}00'00''$, an arc distance of 39.27 feet to a point on the South right-of-way line of Southgate Boulevard; thence tangent to said curve South $89^{\circ}33'35''$ East, along the said South right-of-way, 1775.00 feet to the POINT OF BEGINNING.

ALSO TOGETHER WITH

A portion of Tract D of said LAND SEC. 4 GOLF COURSE PLAT and a portion of said FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, described as follows:

Beginning at the most southwesterly corner of said Tract D; thence North $14^{\circ}00'13''$ East, along the West boundary of said Tract D and along the right-of-way line of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, 40.24 feet; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 100.00 feet, a delta of $92^{\circ}47'07''$, an arc distance of 161.94 feet to a point of reverse curvature; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 180.00 feet, a delta of $78^{\circ}17'21''$, an arc distance of 245.95 feet; thence tangent to said curve North $28^{\circ}30'00''$ East, 425.78 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North $01^{\circ}47'58''$ West); thence northeasterly along the arc of said curve being concave to the Northwest having a radius of 390.00 feet; a delta of $18^{\circ}12'02''$, an arc distance of 123.80 feet; thence tangent to said curve North $70^{\circ}00'00''$ East, 430.00 feet; thence North $87^{\circ}00'00''$ East, 790.00 feet to a point on the aforesaid canal right of way; thence South $32^{\circ}00'00''$ East, along said right-of-way line, 276.10 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 280.00 feet, a delta of $41^{\circ}00'00''$, an arc distance of 200.36 feet; thence tangent to said curve South $73^{\circ}00'00''$ East, along said right-of-way line, 80.00 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 200.00 feet, a delta of $59^{\circ}00'00''$, an arc distance of 205.95 feet; thence tangent to said curve South $14^{\circ}00'00''$ East, along said right-of-way line, 169.36 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 230.00 feet, a delta of $62^{\circ}02'56''$, an arc distance of 249.08 feet to a point of reverse curvature; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 150.00 feet, a delta of $43^{\circ}32'56''$, an arc distance of 114.01 feet; thence tangent to said curve South $32^{\circ}30'00''$ East, along said right-of-way line, 50.00 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South $49^{\circ}31'56''$ West, along said right-of-way line 273.71 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 1395.00 feet, a delta of $14^{\circ}28'04''$, an arc distance of 352.26 feet; thence tangent to said curve South $64^{\circ}00'00''$ West, along said right-of-way line, 36.78 feet thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 25.00 feet, a delta of $86^{\circ}52'08''$, an arc distance of 37.90 feet to a point of reverse curvature; thence northwesterly along the northerly right-of-way line of N.W. 81st Street, as recorded in said Official Records Book 6450, Page 688 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 1165.00 feet, a delta of $22^{\circ}18'12''$, an arc distance of 453.50 feet to a point on the arc of a radially tangent curve; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 300.00 feet, a delta of $52^{\circ}52'37''$, an arc distance of 276.88 feet; thence tangent to said curve North $14^{\circ}18'41''$ West, 90.00 feet; thence North $24^{\circ}06'06''$ West, 435.26 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of $83^{\circ}04'02''$, an arc distance of 144.98 feet; thence tangent to said curve South $72^{\circ}49'52''$ West, 501.42 feet; thence South $69^{\circ}19'52''$ West, 362.18 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 170.00 feet, a delta of $76^{\circ}00'00''$, an arc distance of 225.50 feet; thence tangent to said curve South $06^{\circ}40'08''$ East 137.18 feet to a point on said northerly right-of-way line of N.W. 81st Street; thence South $83^{\circ}19'52''$ West, along said right-of-way line, 208.97 feet; thence westerly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the North having a radius of 1395.00 feet, a delta of $19^{\circ}01'46''$, an arc distance of 463.32 feet to the POINT OF BEGINNING.



LEGAL DESCRIPTION

ALSO TOGETHER WITH

A portion of said Tract D described as follows:

BEGINNING at the most northerly and westerly corner of said Tract D; thence South $61^{\circ}30'00''$ East, 206.31 feet; thence South $70^{\circ}00'00''$ West, 235.30 feet; thence southwesterly along the arc of a tangent curve being concave to the Northwest having a radius of 330.00 feet, a delta of $11^{\circ}53'53''$, an arc distance of 68.53 feet to a point on the right-of-way of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688 of the Public Records of Broward County, Florida; thence North $28^{\circ}30'00''$ East, along said right-of-way line, 222.49 feet to the POINT OF BEGINNING.

ALSO TOGETHER WITH

Tracts E and F of said LAND SEC. 4 GOLF COURSE PLAT.

AND

Tracts G, H, I, J, K, L, M, N, O, P, and Q, LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20 of the Public Records of Broward County, Florida.

AND

Parcel "A", WOODMONT RECREATION COMPLEX, according to the plat thereof, as recorded in Plat Book 91, Page 49, of the Public Records of Broward County, Florida.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 285.00 acres, more or less.

LESS THE FOLLOWING CLUB HOUSE POD

A portion of Tract "K", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of *Parcel "A", Woodmont Recreation Complex*, as recorded in Plat Book 91, Page 49, of the Public Records of Broward County, Florida, all being more particularly described as follows:

Commencing at the Easternmost Southeast corner of said Tract "K", said point being a point on the North line of NW 75th Street as described in Official Records Book 6450, Page 688, and a point on the arc of a circular curve, concave to the South, having a radius of 1,950.00 feet and a central angle of $00^{\circ}21'32''$, a radial line bears from said point South $08^{\circ}18'18''$ East; Thence, Easterly along the arc of said curve, an arc distance of 12.21 feet to the *Point of Beginning*; Thence, North $22^{\circ}04'10''$ East, a distance of 315.71 feet; Thence, North $11^{\circ}17'44''$ East, a distance of 349.63 feet; Thence, North $09^{\circ}58'39''$ West, a distance of 256.57 feet; Thence, North $52^{\circ}45'41''$ West, a distance of 95.76 feet; Thence, South $87^{\circ}44'10''$ East, a distance of 337.92 feet to the point of curvature of a circular curve, concave to the North, having a radius of 300.00 feet and a central angle of $19^{\circ}38'59''$; Thence, Northeasterly along the arc of said curve, an arc distance of 102.89 feet to the point of tangency; Thence, North $72^{\circ}36'51''$ East, a distance of 23.61 feet to the point of curvature of a circular curve, concave to the South, having a radius of 100.00 feet and a central angle of $19^{\circ}55'40''$; Thence, Northeasterly along the arc of said curve, an arc distance of 34.78 feet to the point of tangency; Thence, South $87^{\circ}27'29''$ East, a distance of 98.13 feet to a point on the arc of a circular curve, concave to the North, having a radius of 120.00 feet and a central angle of $72^{\circ}29'41''$; a radial line bears from said point North $50^{\circ}42'59''$ East; Thence, Southeasterly along the arc of said curve, an arc distance of 151.83 feet to a point on the West line of NW 80th Avenue; Thence, South $21^{\circ}00'00''$ West, along said West line, a distance of 273.62 feet to the point of curvature of a circular curve, concave to the East, having a radius of 1,950.00 feet and a central angle of $18^{\circ}43'45''$; Thence, Southerly along the arc of said curve, and the West line of NW 80th Avenue, an arc distance of 637.43 feet to the point of reverse curvature of a circular curve concave Northwesterly having a radius of 25.00 feet and a central angle of $88^{\circ}06'50''$; Thence, Southwesterly along the arc of said curve, and the North line of 75th Street, an arc distance of 38.45 feet to the point of tangency; Thence, North $89^{\circ}36'55''$ West, along the North line of 75th Street, a distance of 264.00 feet to the point of curvature of a circular curve, concave to the South, having a radius of 1,950.00 feet and a central angle of $08^{\circ}19'52''$; Thence, Southwesterly along the arc of said curve, and the North line of NW 75th Street, an arc distance of 283.54 feet to the *Point of Beginning*.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 489,437 square feet (11.24 acres) more or less.

EXHIBIT "F-1"

CONSOLIDATED, AMENDED AND RESTATED AMENDMENT COVENANT

2

Return to: (enclose self-addressed stamped envelope)

This Instrument Prepared by:

Scott Backman, Esq.
Dunay, Miskel, Backman & Blattner
14 SE 4th Street, Suite 36
Boca Raton, Florida 33432

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

CONSOLIDATED, AMENDED AND RESTATED COVENANT

THIS CONSOLIDATED, AMENDED AND RESTATED COVENANT made this 9 day of July, 2014 ("Covenant") by the undersigned WOODMONT COUNTRY CLUB, INC., a Florida corporation, having an address at 7801 N.W. 80th Avenue, Tamarac, Florida 33321 ("Woodmont"), with the joinder and consent of the CITY OF TAMARAC, a Florida municipal corporation, having an address at 7525 N.W. 88th Avenue, Tamarac, Florida 33321 ("City").

WITNESSETH:

WHEREAS, Woodmont, as successor in interest by merger, is the fee simple owner of the lands described on Exhibit "A", attached hereto and made a part hereof ("Original Golf Course"), and

WHEREAS, the Original Golf Course was subject to that certain Covenant recorded in Official Records Book 6450, at Page 729, as affected by that certain Covenant recorded in Official Records Book 6890, at Page 26, as further affected by that certain Vacation of Covenant recorded in Official Records Book 8783, at Page 944, as further affected by that certain Covenant recorded in Official Records Book 8898, at Page 440, as further affected by that certain Covenant recorded in Official Records Book 9345, at Page 773, as further affected by that certain Corrective Vacation of Covenant recorded in Official Records Book 9455, at Page 783, each of the foregoing being recorded amongst the Public Records of Broward County, Florida (collectively, the "Consolidated Covenant"); and

WHEREAS, Woodmont desires to amend and restate the Consolidated Covenant in its entirety with this Covenant by releasing certain lands from the Consolidated Covenant legally described on Exhibit "B", attached hereto and made a part hereof ("Released Lands"), and replacing the legal description of the Original Golf Course with the legal description of the new golf course, as legally described on Exhibit "C" attached hereto and made a part hereof ("New Golf Course"); and

96 pages

CITY OF TAMARAC
7525 N.W. 88th AVENUE
TAMARAC, FLORIDA 33321
City Clerk's Dept.

(96)

R.F. # 817-50

"Reception into Book"

WHEREAS, Woodmont is desirous of assuring the owners of residential properties in the neighborhood of the New Golf Course and City that the New Golf Course shall be used for golf course and open space purposes; and

WHEREAS, City is desirous of joining into and consents to this Covenant to amend and restate the Consolidated Covenant in its entirety pursuant to Resolution _____, attached hereto and made a part hereof as Exhibit "D" (the "Resolution"); and

NOW, THEREFORE, the undersigned as owner of the New Golf Course hereby covenants and agrees as follows:

1. The New Golf Course shall be maintained and only used as a golf course, country club or other permitted open space and recreation uses, which may include a clubhouse, pro shop, locker room, swimming pools, cabanas, liquor, beer and wine bar facilities, dining room facilities, parking, tennis courts, putting greens, driving/aqua range (no netting permitted) and all other incidental uses thereto. This Covenant shall continue for a period of Fifty (50) years, unless released or amended by the City Commission of the City of Tamarac, Florida, or its successors with the consent of seventy-five (75) percent of the property owners who are located within one hundred fifty (150) feet of the exterior boundaries of the New Golf Course.
2. This Covenant shall inure to the benefit of all property owners in the City of Tamarac.
3. The restrictions set forth in this Covenant regarding the use of the New Golf Course shall in no manner create an obligation on the part of Woodmont, or its successors or assigns, to operate the golf course or recreational facilities.
4. The restrictions set forth in this Covenant shall be subject to any present or future grants of easements, licenses, fee title or other rights to use the New Golf Course to public utility companies so long as such grant(s) of easements, licenses, fee title or the rights to use said New Golf Course do not interfere with the use of the New Golf Course for golf or recreational purposes.
5. The restrictions set forth in this Covenant shall be subject to any present or future grants of easements, licenses, fee title or other right to use the New Golf Course to the public or to any public entity such as a municipal corporation so long as such grant(s) of easements, licenses, fee title or other rights to use said lands do not interfere with the use of the New Golf Course for golf or recreational purposes.
6. This Covenant shall constitute a covenant running with the land and shall be binding upon the undersigned and inure to the benefit of the parties hereto and their respective transferees, successors, and assigns.
7. Notwithstanding anything contained herein, neither this Covenant, nor any provision hereof, may be waived, modified, amended, discharged, or terminated, except by an instrument in writing signed by both Woodmont and City or their respective successors and/or

assigns; provided, however, in the event there are minor modifications to the legal description for the New Golf Course required to correct the legal description attached hereto as Exhibit C, such corrections shall not require the joinder and consent of City to amend this Covenant. A minor modification shall be defined as a change to the legal description that does not materially alter the location or size of the property.

8. The Released Lands are hereby released from the Consolidated Covenant and not restricted or encumbered by this Covenant.

9. The Consolidated Covenant is hereby amended and restated in its entirety and superseded by this Covenant as set forth herein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of _____, 2014.

Signed, sealed and delivered
in the presence of:

WOODMONT COUNTRY CLUB, INC.,
a Florida corporation

By: _____
Name: _____
Title: _____
Date: _____

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, the foregoing instrument was acknowledged before me by _____, the _____ of WOODMONT COUNTRY CLUB, INC., a Florida corporation, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/she is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2014.

Notary Public

My Commission Expires:

Typed, printed or stamped name of Notary Public

JOINDER AND CONSENT OF THE CITY OF TAMARAC

The City of Tamarac does hereby join in and consent to the terms of this Covenant for the purposes approving the amendment and restatement of the Consolidated Covenant in its entirety pursuant to the Resolution of the City, attached hereto and made a part hereof as Exhibit "D".

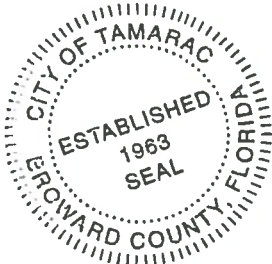
Tina M. Wheatley
Tina M. Wheatley
WITNESS - PRINT NAME

Collette Tisby
Collette Tisby
WITNESS - PRINT NAME

ATTEST:
Pat Teufel
Pat Teufel
City Clerk
7/14/14
Date:

CITY OF TAMARAC:
Harry Dressler
Harry Dressler, Mayor
7-11-14
Date:
Michael Cernech
Michael Cernech, City Manager
7-10-14
Date:

Approved as to form and legal sufficiency:
Samuel S. Gores
Samuel S. Gores, City Attorney
7/9/14
Date:



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, the foregoing instrument was acknowledged before me by Harry Dressler, as Mayor of the City of Tamarac, a Florida municipal corporation, on behalf of the City, freely and voluntarily under authority duly vested in him by said municipal corporation and that the seal affixed thereto is the true corporate seal of said municipal corporation. She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of July, 2014.



My Commission Expires:

Lillian Pabon
Notary Public, State of Florida

Lillian Pabon
Typed, printed or stamped name of Notary Public

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, the foregoing instrument was acknowledged before me by Michael Cernech, as City Manager of the City of Tamarac, a Florida municipal corporation, on behalf of the City, freely and voluntarily under authority duly vested in him by said municipal corporation and that the seal affixed thereto is the true corporate seal of said municipal corporation. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of July, 2014.



My Commission Expires:

Lillian Pabon
Notary Public, State of Florida

Lillian Pabon
Typed, printed or stamped name of Notary Public

EXHIBIT "A"
TO
CONSOLIDATED, AMENDED AND RESTATED COVENANT
ORIGINAL GOLF COURSE

Legal Description of Developer's Property

PARCEL 1:

Tracts G, H, I, J, K, L, M, N, O, P and Q, LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida; and

Parcel "A", WOODMONT RECREATION COMPLEX, according to the plat thereof, as recorded in Plat Book 91, Page 49, of the Public Records of Broward County, Florida.

PARCEL 2:

A portion of Tracts, A, B, and C, LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, described as follows:

COMMENCING at the Northwest corner of Section 4, Township 49 South, Range 41 East; thence North 00°10'05" West, along the West boundary of said Section 4, 6.33 feet to the POINT OF BEGINNING, said point also being on the South right-of-way line of Southgate Boulevard and the North boundary of said Tract A; thence South 89°33'35" East, along said South right-of-way line and North boundary, 506.18 feet; thence South 00°09'03" East, 389.13 feet; thence South 69°45'23" East, 379.53 feet; thence northeasterly along the arc of a tangent curve said curve being concave to the Northwest having a radius of 250.00 feet, a delta of 72°12'51", an arc distance of 315.09 feet; thence South 89°33'35" East, 400.00 feet; thence North 00°09'03" West, 435.00 feet to a point of intersection with said South right-of-way line of Southgate Boulevard and said North boundary of Tract A; thence South 89°33'35" East, along said South right-of-way line and along the North boundary of said Tracts A and C, 1184.52 feet; thence southeasterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 25.00 feet, a delta of 90°00'00", an arc distance of 39.27 feet; thence tangent to said curve South 00°26'25" West, 84.00 feet; thence southerly along the arc of a tangent curve, said curve being concave to the West having a radius of 200.00 feet, a delta of 34°18'35", an arc distance of 119.76 feet; thence tangent to said curve South 34°45'00" West, 75.55 feet to a point on the right-of-way line of that certain canal right-of-way recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point on the arc of a non-tangent curve (radial line thru said point bears South 28°35'58" West); thence northwesterly along said right-of-way line and along the arc of said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 28°09'31", an arc distance of 137.61 feet; thence tangent to said curve North 89°33'35" West, along said right-of-way line, 650.00 feet; thence southwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 180.00 feet, a delta of 90°00'00", an arc distance of 282.74 feet; thence tangent to said curve South 00°26'25" West, along said right-of-way line and along the East boundary of said Tract A, 72.90 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 300.00 feet, a delta of 28°03'35", an arc distance of 146.92 feet; thence tangent to said curve South 28°30'00" West, along said right-of-way line and along said East boundary, 287.48 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 07°46'43" East); thence westerly along the arc of said curve being concave to the North having a radius of 330.00 feet, a delta of 3°18'02", an arc distance of 19.01 feet; thence tangent to said curve North 78°55'15" West, 39.26 feet; thence North 10°30'00" West, 160.87 feet; thence South 79°30'00" West, 478.61 feet; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 350.00 feet, a delta of 46°19'55", an arc distance of 283.03 feet; thence tangent to said curve North 54°10'05" West, 621.27 feet; thence southwesterly along the arc of a tangent curve said curve being concave to the Southeast having a radius of 60.00 feet, a delta of 108°00'00", an arc distance of 113.10 feet; thence tangent to said curve South 17°49'55" West, 372.42 feet to a point of intersection with the West boundary of said Section 4; thence South 00°10'05"

East, along said West boundary, 185.00 feet; thence South $84^{\circ}10'05''$ East, 140.74 feet; thence easterly along the arc of a tangent curve, said curve being concave to the South having a radius of 300.00 feet, a delta of $26^{\circ}00'00''$, an arc distance of 136.14 feet; thence tangent to said curve South $58^{\circ}10'05''$ East, 775.64 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South $68^{\circ}39'54''$ East); thence Southwesterly along the arc of said curve being concave to the Southeast having a radius of 240.00 feet, a delta of $7^{\circ}32'24''$, an arc distance of 31.58 feet; thence tangent to said curve South $13^{\circ}47'42''$ West, 10.01 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 25.00 feet, a delta of $95^{\circ}26'33''$, an arc distance of 41.65 feet to a point of intersection with the northerly right-of-way line of N.W. 81st Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point of compound curvature; thence westerly along said northerly right-of-way line and along the arc of a tangent curve being concave to the North having a radius of 1395.00 feet, a delta of $0^{\circ}43'43''$, an arc distance of 17.74 feet; thence tangent to said curve North $70^{\circ}02'03''$ West, along said northerly right-of-way line and along the southerly boundary of said Tracts B and A, 461.99 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 1270.00 feet, a delta of $19^{\circ}30'09''$, arc distance of 432.29 feet; thence tangent to said curve North $89^{\circ}32'12''$ West, along said right-of-way line, 206.15 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 25.00 feet, a delta of $102^{\circ}10'28''$, an arc distance of 44.58 feet to a point of reverse curvature, said point also being on the East right-of-way line of N.W. 88th Avenue, as recorded in Official Records Book 4747, Page 183, of the Public Records of Broward County, Florida; thence northerly along said right-of-way line (said line also being the West boundary of said Tract A), and along the arc of a tangent curve, said curve being concave to the West having a radius of 1053.00 feet, a delta of $12^{\circ}48'21''$, an arc distance of 235.35 feet; thence tangent to said curve North $00^{\circ}10'05''$ West, along said West boundary of Tract A, 969.69 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of $90^{\circ}36'30''$, an arc distance of 39.54 feet to a point on said South right-of-way line of Southgate Boulevard; thence South $89^{\circ}33'35''$ East, along said South right-of-way line, 171.74 feet to the POINT OF BEGINNING.

PARCEL 3:

A portion of Tract C of said LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, described as follows:

BEGINNING at the most northeasterly corner of said Tract C; thence South $00^{\circ}12'16''$ East, along the East boundary of said Tract C, 1323.97 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South $89^{\circ}47'44''$ West, along said northerly right-of-way line and along the South boundary of said Tract C, 200.00 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 680.00 feet, a delta of $4^{\circ}26'58''$, an arc distance of 52.81 feet to the Southeast corner of WOODMONT TRACT 51, according to the Plat thereof, as recorded in Plat Book 92, Page 32, of the Public Records of Broward County, Florida; thence North $04^{\circ}39'14''$ West, along the easterly boundary of said WOODMONT TRACT 51, 361.86 feet; thence northwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of $102^{\circ}20'46''$, an arc distance of 178.63 feet to a point of compound curvature; thence southwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 1000.00 feet, a delta of $35^{\circ}30'00''$, an arc distance of 619.59 feet to a point of compound curvature; thence southerly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet, a delta of $70^{\circ}00'00''$, an arc distance of 244.35 feet; thence tangent to said curve South $32^{\circ}30'00''$ East, along said boundary of WOODMONT TRACT 51, 171.20 feet to a point of cusp; thence northwesterly along the boundary of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, and along the arc of a tangent curve, said curve being concave to the Southwest and having a radius of 230.00 feet, a delta of $43^{\circ}32'56''$, an arc distance of

174.82 feet to a point of reverse curvature; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Northeast having a radius of 150.00 feet, a delta of 62°02'56", an arc distance of 162.44 feet thence tangent to said curve North 14°00'00" West, along said right-of-way line, 169.36 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 59°00'00", an arc distance of 288.33 feet; thence tangent to said curve North 73°00'00" West, along said right-of-way line, an arc distance of 80.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 200.00 feet, a delta of 41°00'00", an arc distance of 143.12 feet; thence tangent to said curve North 32°00'00" West, along said right-of-way line, 650.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 17°06'01", an arc distance of 83.57 feet; thence North 34°45'00" East, 75.55 feet; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 260.00 feet, a delta of 7°03'03", an arc distance of 32.00 feet to a point of reverse curvature; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 79°53'45", an arc distance of 34.86 feet; thence tangent to said curve South 72°24'17" East, 31.18 feet; thence southeasterly along the arc of a tangent curve being concave to the Northeast having a radius of 730.00 feet, a delta of 3°37'17", an arc distance of 46.14 feet; thence South 00°26'25" West, 31.39 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet; a delta of 27°11'35", an arc distance of 94.92 feet; thence North 89°31'26" East, 162.02 feet; thence easterly along the arc of a tangent curve being concave to the South having a radius of 400.00 feet, a delta of 42°43'43", an arc distance of 298.30 feet to a point of reverse curvature; thence southeasterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 540.00 feet, a delta of 44°48'43", an arc distance of 422.34 feet; thence tangent to said curve North 87°26'25" East, 535.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 75.00 feet, a delta of 90°00'00", an arc distance of 117.81 feet; thence tangent to said curve North 02°33'35" West, 130.00 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 75.00 feet, a delta of 90°00'00", an arc distance of 117.81 feet; thence tangent to said curve South 87°26'25" West, 535.00 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 260.00 feet, a delta of 43°00'00", an arc distance of 195.13 feet to a point of reverse curvature; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 700.00 feet, a delta of 41°19'36", an arc distance of 504.90 feet to a point of reverse curvature; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 565.00 feet, a delta of 18°28'53", an arc distance of 182.25 feet; thence North 84°22'31" West, 79.51 feet; thence North 00°26'25" East, 35.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 90°00'00", an arc distance of 39.27 feet to a point on the South right-of-way line of Southgate Boulevard; thence tangent to said curve South 89°33'35" East, along the said South right-of-way line, 1775.00 feet to the POINT OF BEGINNING.

PARCEL 4:

A portion of Tract D of said LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, described as follows:

BEGINNING at the most southwesterly corner of said Tract D; thence North 14°00'13" East, along the West boundary of said Tract D and along the right-of-way line of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, 40.24 feet; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 100.00 feet, a delta of 92°47'07", an arc distance of 161.94 feet to a point of reverse curvature; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 180.00 feet, a delta of 78°17'21", an arc distance of 245.95 feet; thence tangent to said curve North 28°30'00" East, 425.78 feet to a point on the arc of a non-tangent curve

(radial line thru said point bears North 01°47'58" West); thence northeasterly along the arc of said curve being concave to the Northwest having a radius of 390.00 feet; a delta of 18°12'02", an arc distance of 123.89 feet; thence tangent to said curve North 70°00'00" East, 430.00 feet; thence North 87°00'00" East, 790.00 feet to a point on the aforesaid canal right-of-way; thence South 32°00'00" East, along said right-of-way line, 276.10 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 280.00 feet, a delta of 41°00'00", an arc distance of 200.36 feet; thence tangent to said curve South 73°00'00" East, along said right-of-way line, 80.00 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 200.00 feet, a delta of 59°00'00", an arc distance of 205.95 feet; thence tangent to said curve South 14°00'00" East, along said right-of-way line, 169.36 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 230.00 feet, a delta of 62°02'56", an arc distance of 249.08 feet to a point of reverse curvature; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 150.00 feet, a delta of 43°32'56", an arc distance of 114.01 feet; thence tangent to said curve South 32°30'00" East, along said right-of-way line, 50.00 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South 49°31'56" West, along said right-of-way line 273.71 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 1395.00 feet, a delta of 14°28'04", an arc distance of 352.26 feet; thence tangent to said curve South 64°00'00" West, along said right-of-way line, 36.78 feet; thence westerly along the arc of a tangent curve said curve being concave to the North having a radius of 25.00 feet, a delta of 86°52'08", an arc distance of 37.90 feet to a point of reverse curvature; thence northwesterly along the northerly right-of-way line of N.W. 81st Street, as recorded in said Official Records Book 6450, Page 688 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 1165.00 feet, a delta of 22°18'12", an arc distance of 453.50 feet to a point on the arc of a radically tangent curve; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 300.00 feet, a delta of 52°52'37", an arc distance of 276.86 feet; thence tangent to said curve North 14°18'41" West, 90.00 feet; thence North 24°06'06" West, 435.26 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of 83°04'02", an arc distance of 144.98 feet; thence tangent to said curve South 72°49'52" West, 501.42 feet; thence South 69°19'52" West, 362.18 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 170.00 feet, a delta of 76°00'00", an arc distance of 225.50 feet; thence tangent to said curve South 06°40'08" East 137.18 feet to a point on said northerly right-of-way line of N.W. 81st Street; thence South 83°19'52" West, along said right-of-way line, 208.97 feet; thence westerly along said right-of-way line and along the arc of a tangent curve said curve being concave to the North, having a radius of 1395.00 feet, a delta of 19°01'46", an arc distance of 463.32 feet to the POINT OF BEGINNING.

PARCEL 5:

A portion of said Tract D LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, described as follows:

BEGINNING at the most northerly and westerly corner of said Tract D; thence South 01°30'00" East, 206.31 feet; thence South 70°00'00" West, 235.30 feet; thence southwesterly along the arc of a tangent curve being concave to the Northwest having a radius of 330.00 feet, a delta of 11°53'53", an arc distance of 68.53 feet to a point on the right-of-way of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688 of the Public Records of Broward County, Florida; thence North 28°30'00" East, along said right-of-way line, 222.49 feet to the POINT OF BEGINNING.

PARCEL 6:

TRACTS E and F of said LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida.

ALSO KNOWN AS:

A portion of Tracts, A, B, and C, LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, described as follows:

COMMENCING at the Northwest corner of Section 4, Township 49 South, Range 41 East; thence North $00^{\circ}10'05''$ West, along the West boundary of said Section 4, 6.33 feet to the POINT OF BEGINNING, said point also being on the South right-of-way line of Southgate Boulevard and the North boundary of said Tract A; thence South $89^{\circ}33'35''$ East, along said South right-of-way line and North boundary, 506.18 feet; thence South $00^{\circ}09'03''$ East, 389.13 feet; thence South $69^{\circ}45'23''$ East, 379.53 feet; thence northeasterly along the arc of a tangent curve said curve being concave to the Northwest having a radius of 250.00 feet, a delta of $72^{\circ}12'51''$, an arc distance of 315.09 feet; thence South $89^{\circ}33'35''$ East, 400.00 feet; thence North $00^{\circ}09'03''$ West, 435.00 feet to a point of intersection with said South right-of-way line of Southgate Boulevard and said North boundary of Tract A; thence South $89^{\circ}33'35''$ East, along said South right-of-way line and along the North boundary of said Tracts A and C, 1184.52 feet; thence southeasterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 25.00 feet, a delta of $90^{\circ}00'00''$, an arc distance of 39.27 feet; thence tangent to said curve South $00^{\circ}26'25''$ West, 84.00 feet; thence southerly along the arc of a tangent curve, said curve being concave to the West having a radius of 200.00 feet, a delta of $34^{\circ}18'35''$, an arc distance of 119.76 feet; thence tangent to said curve South $34^{\circ}45'00''$ West, 75.55 feet to a point on the right-of-way line of that certain canal right-of-way recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point on the arc of a non-tangent curve (radial line thru said point bears South $28^{\circ}35'58''$ West); thence northwesterly along said right-of-way line and along the arc of said curve being concave to the Southwest having a radius of 280.00 feet, a delta of $28^{\circ}09'31''$, an arc distance of 137.61 feet; thence tangent to said curve North $89^{\circ}33'35''$ West, along said right-of-way line, 650.00 feet; thence southwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 180.00 feet, a delta of $90^{\circ}00'00''$, an arc distance of 282.74 feet; thence tangent to said curve South $00^{\circ}26'25''$ West, along said right-of-way line and along the East boundary of said Tract A, 72.90 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 300.00 feet, a delta of $28^{\circ}03'35''$, an arc distance of 146.92 feet; thence tangent to said curve South $28^{\circ}30'00''$ West, along said right-of-way line and along said East boundary, 287.48 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North $07^{\circ}46'43''$ East); thence westerly along the arc of said curve being concave to the North having a radius of 330.00 feet, a delta of $3^{\circ}18'02''$, an arc distance of 19.01 feet; thence tangent to said curve North $78^{\circ}55'15''$ West, 39.26 feet; thence North $10^{\circ}30'00''$ West, 160.87 feet; thence South $79^{\circ}30'00''$ West, 478.61 feet; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 350.00 feet, a delta of $46^{\circ}19'55''$, an arc distance of 283.03 feet; thence tangent to said curve North $54^{\circ}10'05''$ West, 621.27 feet; thence southwesterly along the arc of a tangent curve said curve being concave to the Southeast having a radius of 60.00 feet, a delta of $108^{\circ}00'00''$, an arc distance of 113.10 feet; thence tangent to said curve South $17^{\circ}49'55''$ West, 372.42 feet to a point of intersection with the West boundary of said Section 4; thence South $00^{\circ}10'05''$ East, along said West boundary, 185.00 feet; thence South $84^{\circ}10'05''$ East, 140.74 feet; thence easterly along the arc of a tangent curve, said curve being concave to the South having a radius of 300.00 feet, a delta of $26^{\circ}00'00''$, an arc distance of 136.14 feet; thence tangent to said curve South $58^{\circ}10'05''$ East, 775.64 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South $68^{\circ}39'54''$ East); thence Southwesterly along the arc of said curve being concave to the Southeast having a radius of 240.00 feet, a delta of $7^{\circ}32'24''$, an arc distance of 31.58 feet; thence tangent to said curve South $13^{\circ}47'42''$ West, 10.01 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 25.00 feet, a delta of $95^{\circ}26'33''$, an arc distance of 41.65 feet to a point of intersection with the northerly right-of-way line of N.W. 81st Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point of compound curvature; thence westerly along said northerly right-of-way line and along the arc of a tangent curve being concave to the North having a radius of

1395.00 feet, a delta of $0^{\circ}43'43''$, an arc distance of 17.74 feet; thence tangent to said curve North $70^{\circ}02'03''$ West, along said northerly right-of-way line and along the southerly boundary of said Tracts B and A, 461.99 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 1270.00 feet, a delta of $19^{\circ}30'09''$, arc distance of 432.29 feet; thence tangent to said curve North $89^{\circ}32'12''$ West, along said right-of-way line, 206.15 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 25.00 feet, a delta of $102^{\circ}10'28''$, an arc distance of 44.58 feet to a point of reverse curvature, said point also being on the East right-of-way line of N.W. 88th Avenue, as recorded in Official Records Book 4747, Page 183, of the Public Records of Broward County, Florida; thence northerly along said right-of-way line (said line also being the West boundary of said Tract A), and along the arc of a tangent curve, said curve being concave to the West having a radius of 1053.00 feet, a delta of $12^{\circ}48'21''$, an arc distance of 235.35 feet; thence tangent to said curve North $00^{\circ}10'05''$ West, along said West boundary of Tract A, 969.69 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of $90^{\circ}36'30''$, an arc distance of 39.54 feet to a point on said South right-of-way line of Southgate Boulevard; thence South $89^{\circ}33'35''$ East, along said South right-of-way line, 171.74 feet to the POINT OF BEGINNING.

TOGETHER WITH

A portion of Tract C of said LAND SEC. 4 GOLF COURSE PLAT and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, described as follows:

BEGINNING at the most northeasterly corner of said Tract C; thence South $00^{\circ}12'16''$ East, along the East boundary of said Tract C, 1323.97 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South $89^{\circ}47'44''$ West, along said northerly right-of-way line and along the South boundary of said Tract C, 200.00 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 680.00 feet, a delta of $4^{\circ}26'58''$, an arc distance of 52.81 feet to the Southeast corner of WOODMONT TRACT 51, according to the Plat thereof, as recorded in Plat Book 92, Page 32, of the Public Records of Broward County, Florida; thence North $04^{\circ}39'14''$ West, along the easterly boundary of said WOODMONT TRACT 51, 361.86 feet; thence northwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of $102^{\circ}20'46''$, an arc distance of 178.63 feet to a point of compound curvature; thence southwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 1000.00 feet, a delta of $35^{\circ}30'00''$, an arc distance of 619.59 feet to a point of compound curvature; thence southerly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet, a delta of $70^{\circ}00'00''$, an arc distance of 244.35 feet; thence tangent to said curve South $32^{\circ}30'00''$ East, along said boundary of WOODMONT TRACT 51, 171.20 feet to a point of cusp; thence northwesterly along the boundary of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, and along the arc of a tangent curve, said curve being concave to the Southwest and having a radius of 230.00 feet, a delta of $43^{\circ}32'56''$, an arc distance of 174.82 feet to a point of reverse curvature; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Northeast having a radius of 150.00 feet, a delta of $62^{\circ}02'56''$, an arc distance of 162.44 feet thence tangent to said curve North $14^{\circ}00'00''$ West, along said right-of-way line, 169.36 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Southwest having a radius of 280.00 feet, a delta of $59^{\circ}00'00''$, an arc distance of 288.33 feet; thence tangent to said curve North $73^{\circ}00'00''$ West, along said right-of-way line, an arc distance of 80.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 200.00 feet, a delta of $41^{\circ}00'00''$, an arc distance of 143.12 feet; thence tangent to said curve North $32^{\circ}00'00''$ West, along said right-of-way line, 650.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 280.00 feet, a delta of $17^{\circ}06'01''$, an arc distance of 83.57 feet; thence North $34^{\circ}45'00''$ East, 75.55 feet; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 260.00 feet, a delta of $7^{\circ}03'03''$, an arc distance of 32.00 feet to a point of reverse

curvature; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of $79^{\circ}53'45''$, an arc distance of 34.86 feet; thence tangent to said curve South $72^{\circ}24'17''$ East, 31.18 feet; thence southeasterly along the arc of a tangent curve being concave to the Northeast having a radius of 730.00 feet, a delta of $3^{\circ}37'17''$, an arc distance of 46.14 feet; thence South $00^{\circ}26'25''$ West, 31.39 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet, a delta of $27^{\circ}11'35''$, an arc distance of 94.92 feet; thence North $89^{\circ}31'26''$ East, 162.02 feet; thence easterly along the arc of a tangent curve being concave to the South having a radius of 400.00 feet, a delta of $42^{\circ}43'43''$, an arc distance of 298.30 feet to a point of reverse curvature; thence southeasterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 540.00 feet, a delta of $44^{\circ}48'43''$, an arc distance of 422.34 feet; thence tangent to said curve North $87^{\circ}26'25''$ East, 535.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 75.00 feet, a delta of $90^{\circ}00'00''$, an arc distance of 117.81 feet; thence tangent to said curve North $02^{\circ}33'35''$ West, 130.00 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 75.00 feet, a delta of $90^{\circ}00'00''$, an arc distance of 117.81 feet; thence tangent to said curve South $87^{\circ}26'25''$ West, 535.00 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 260.00 feet, a delta of $43^{\circ}00'00''$, an arc distance of 195.13 feet to a point of reverse curvature; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 700.00 feet, a delta of $41^{\circ}19'36''$, an arc distance of 504.90 feet to a point of reverse curvature; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 565.00 feet, a delta of $18^{\circ}28'53''$, an arc distance of 182.25 feet; thence North $84^{\circ}22'31''$ West, 79.51 feet; thence North $00^{\circ}26'25''$ East, 35.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of $90^{\circ}00'00''$, an arc distance of 39.27 feet to a point on the South right-of-way line of Southgate Boulevard; thence tangent to said curve South $89^{\circ}33'35''$ East, along the said South right-of-way line, 1775.00 feet to the POINT OF BEGINNING.

ALSO TOGETHER WITH

A portion of Tract D of said LAND SEC. 4 GOLF COURSE PLAT and a portion of said FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, described as follows:

BEGINNING at the most southwesterly corner of said Tract D; thence North $14^{\circ}00'13''$ East, along the West boundary of said Tract D and along the right-of-way line of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, 40.24 feet; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 100.00 feet, a delta of $92^{\circ}47'07''$, an arc distance of 161.94 feet to a point of reverse curvature; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 180.00 feet, a delta of $78^{\circ}17'21''$, an arc distance of 245.95 feet; thence tangent to said curve North $28^{\circ}30'00''$ East, 425.78 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North $01^{\circ}47'58''$ West); thence northeasterly along the arc of said curve being concave to the Northwest having a radius of 390.00 feet, a delta of $18^{\circ}12'02''$, an arc distance of 123.89 feet; thence tangent to said curve North $70^{\circ}00'00''$ East, 430.00 feet; thence North $87^{\circ}00'00''$ East, 790.00 feet to a point on the aforesaid canal right-of-way; thence South $32^{\circ}00'00''$ East, along said right-of-way line, 276.10 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 280.00 feet, a delta of $41^{\circ}00'00''$, an arc distance of 200.36 feet; thence tangent to said curve South $73^{\circ}00'00''$ East, along said right-of-way line, 80.00 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 200.00 feet, a delta of $59^{\circ}00'00''$, an arc distance of 205.95 feet; thence tangent to said curve South $14^{\circ}00'00''$ East, along said right-of-way line, 169.36 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 230.00 feet, a delta of $62^{\circ}02'56''$, an arc distance of 249.08 feet to a point of reverse curvature; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 150.00 feet, a delta of $43^{\circ}32'56''$, an arc distance of 114.01 feet; thence tangent to said curve

South 32°30'00" East, along said right-of-way line, 50.00 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South 49°31'56" West, along said right-of-way line 273.71 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 1395.00 feet, a delta of 14°28'04", an arc distance of 352.26 feet; thence tangent to said curve South 64°00'00" West, along said right-of-way line, 36.78 feet; thence westerly along the arc of a tangent curve said curve being concave to the North having a radius of 25.00 feet, a delta of 86°52'08", an arc distance of 37.90 feet to a point of reverse curvature; thence northwesterly along the northerly right-of-way line of N.W. 81st Street, as recorded in said Official Records Book 6450, Page 688 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 1165.00 feet, a delta of 22°18'12", an arc distance of 453.50 feet to a point on the arc of a radically tangent curve; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 300.00 feet, a delta of 52°52'37", an arc distance of 276.86 feet; thence tangent to said curve North 14°18'41" West, 90.00 feet; thence North 24°06'06" West, 435.26 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of 83°04'02", an arc distance of 144.98 feet; thence tangent to said curve South 72°49'52" West, 501.42 feet; thence South 69°19'52" West, 362.18 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 170.00 feet, a delta of 76°00'00", an arc distance of 225.50 feet; thence tangent to said curve South 06°40'08" East 137.18 feet to a point on said northerly right-of-way line of N.W. 81st Street; thence South 83°19'52" West, along said right-of-way line, 208.97 feet; thence westerly along said right-of-way line and along the arc of a tangent curve said curve being concave to the North, having a radius of 1395.00 feet, a delta of 19°01'46", an arc distance of 463.32 feet to the POINT OF BEGINNING.

ALSO TOGETHER WITH

A portion of said Tract D described as follows:

BEGINNING at the most northerly and westerly corner of said Tract D; thence South 01°30'00" East, 206.31 feet; thence South 70°00'00" West, 235.30 feet; thence southwesterly along the arc of a tangent curve being concave to the Northwest having a radius of 330.00 feet, a delta of 11°53'53", an arc distance of 68.53 feet to a point on the right-of-way of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688 of the Public Records of Broward County, Florida; thence North 28°30'00" East, along said right-of-way line, 222.49 feet to the POINT OF BEGINNING.

ALSO TOGETHER WITH

TRACTS E and F of said LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida.

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

AND


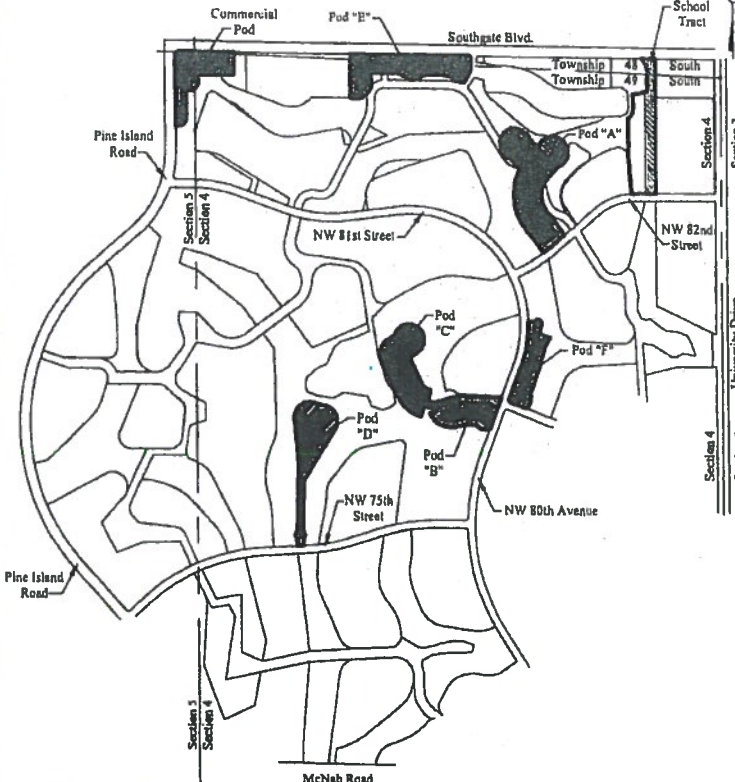
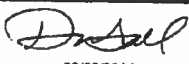
Tracts G, H, I, J, K, L, M, N, O, P and Q, LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida.

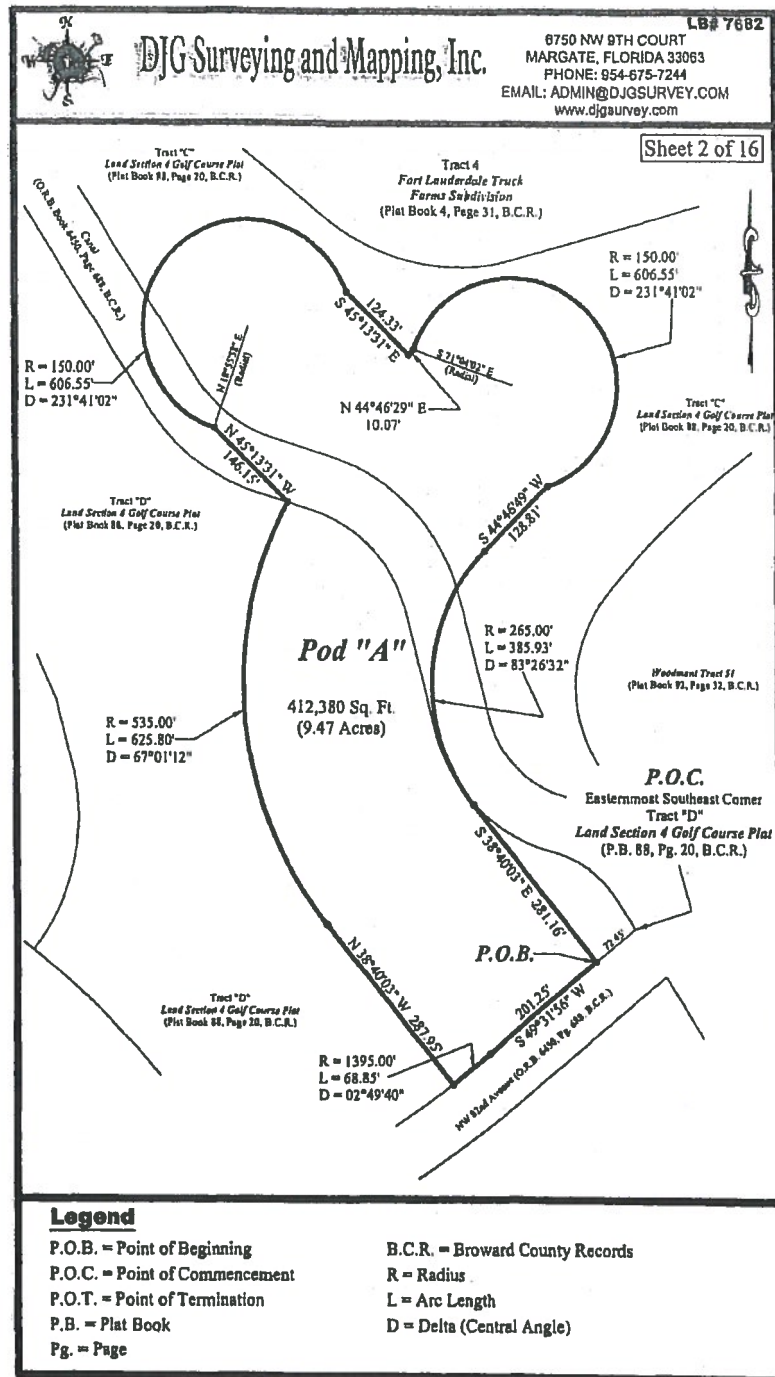
Said lands situate, lying and being in Broward County, Florida.

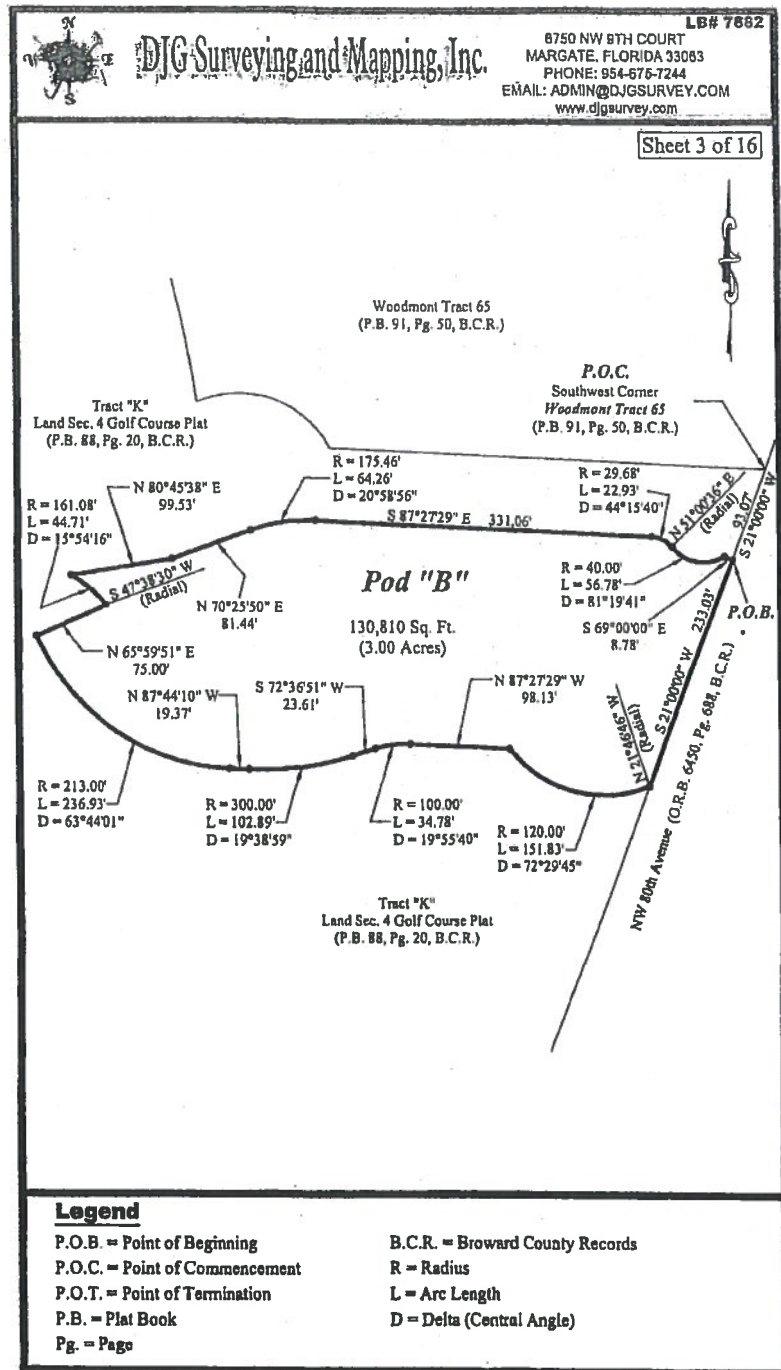
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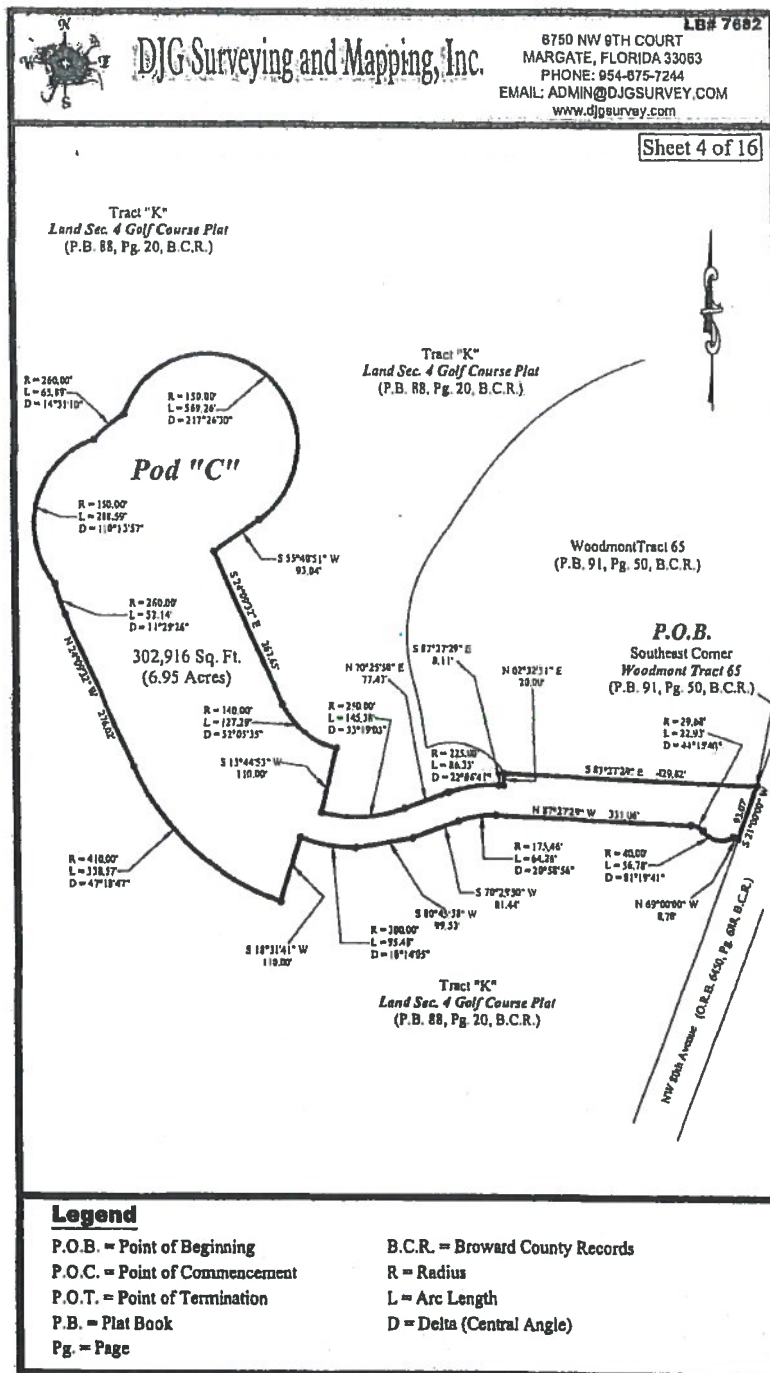
Parcel "A", WOODMONT RECREATION COMPLEX, according to the plat thereof, as recorded in Plat Book 91, Page 49, of the Public Records of Broward County, Florida.

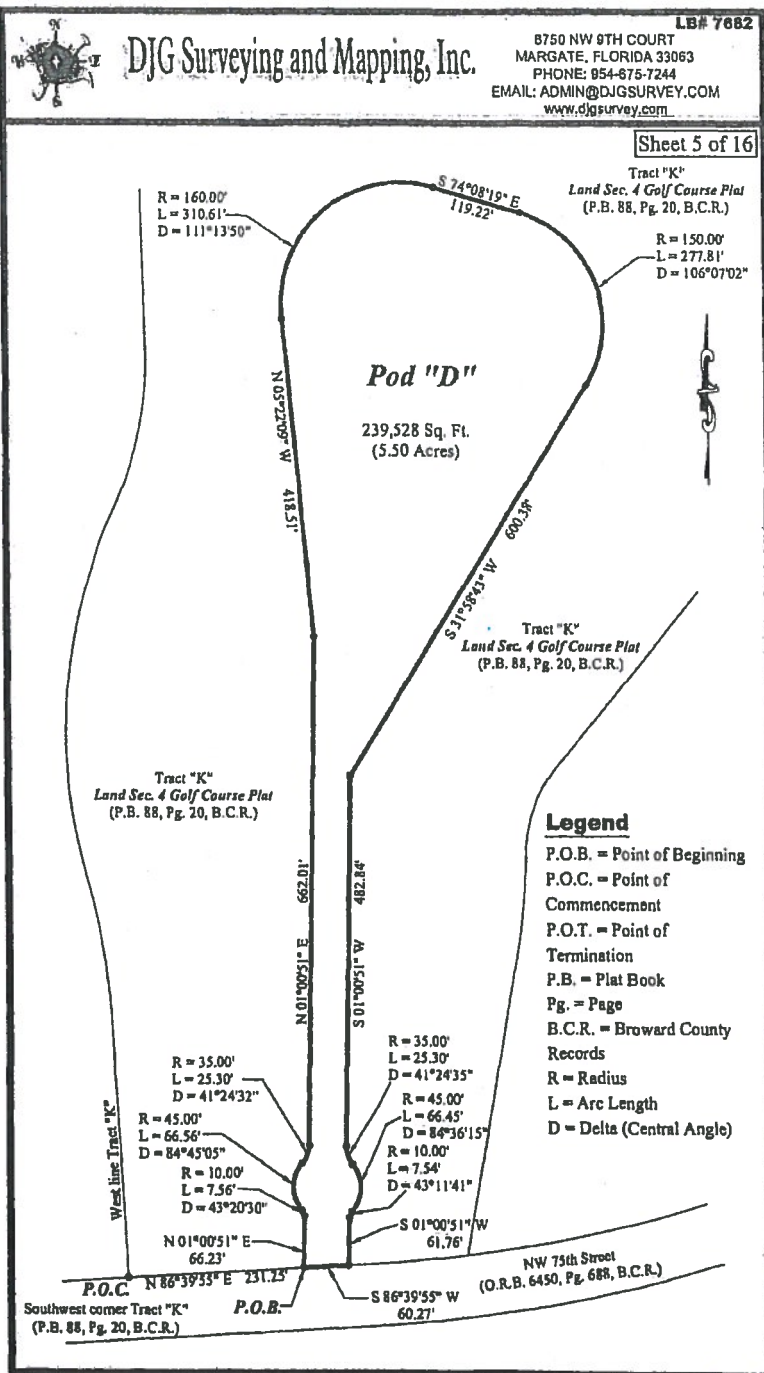
EXHIBIT "B"
TO
CONSOLIDATED, AMENDED AND RESTATED COVENANT
RELEASED LANDS

	DJG Surveying and Mapping, Inc. 6750 NW 9TH COURT MARGATE, FLORIDA 33063 PHONE: 954-875-7244 EMAIL: ADMIN@DJGSURVEY.COM www.djgsurvey.com	LB# 7682 6750 NW 9TH COURT MARGATE, FLORIDA 33063 PHONE: 954-875-7244 EMAIL: ADMIN@DJGSURVEY.COM www.djgsurvey.com
- Sketch and Description - Released Lands		
		Sheet 1 of 16
		
SURVEYOR'S NOTES:		
1. BEARING REFERENCE: The Bearings shown hereon are referenced to the recorded plat.		
2. This is not a survey, but only a graphic depiction of the land shown hereon and its calculated legal description. No boundary corners were set in the field related to this sketch.		
3. All recordings shown hereon are referenced to the Public Records of Broward County, Florida.		
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER		 03/29/2014 DENNIS J. GABRIELE Professional Surveyor and Mapper NO. LB 5709 State of Florida
No.	REVISIONS	DATE
JOB NO. 10-0218 DRAWN BY: MRK QC: DJG SCALE: NTS		









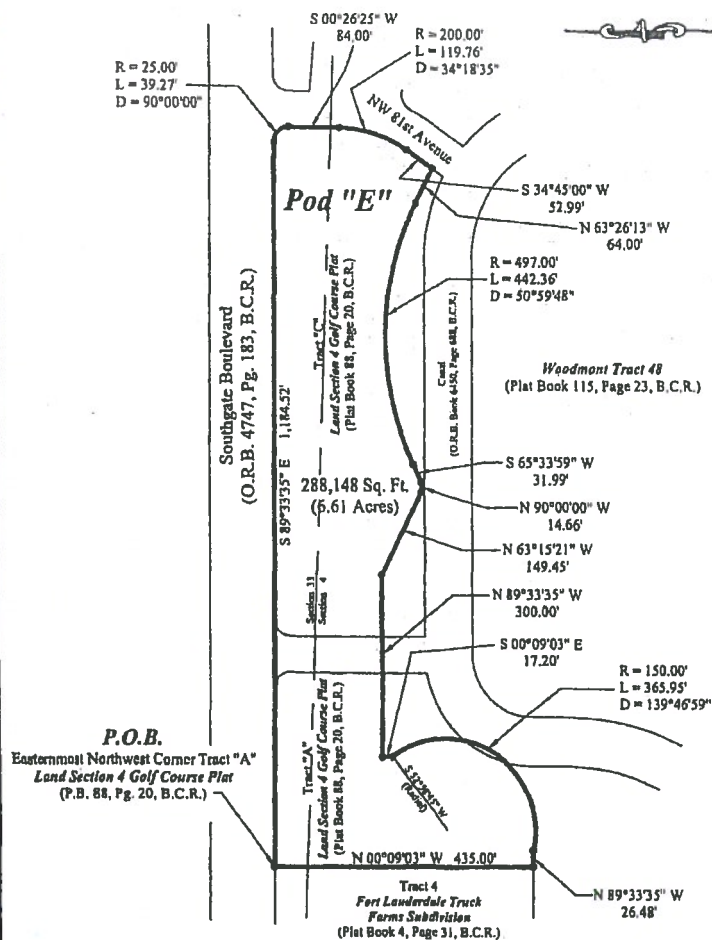


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MARGATE, FLORIDA 33063
PHONE: 954-675-7244
EMAIL: ADMIN@DJGSURVEY.COM
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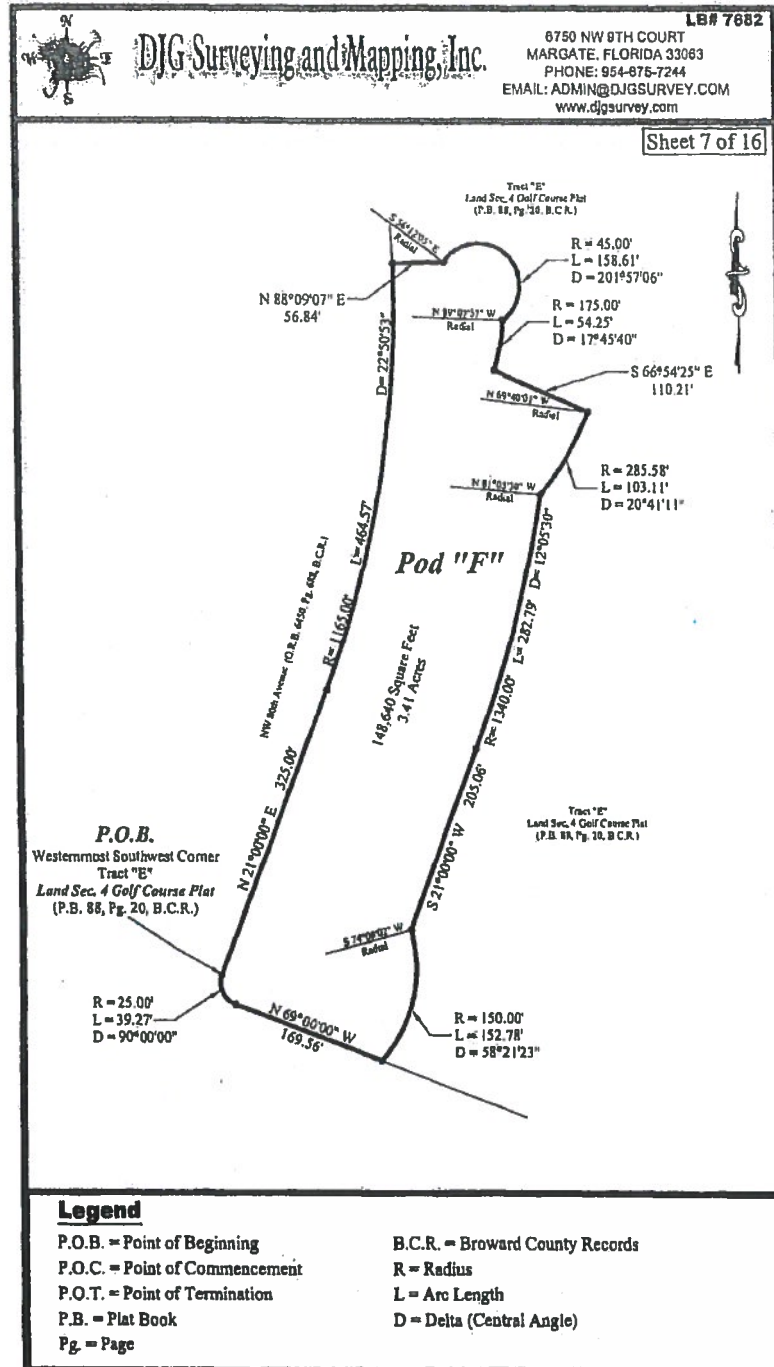
Sheet 6 of 16

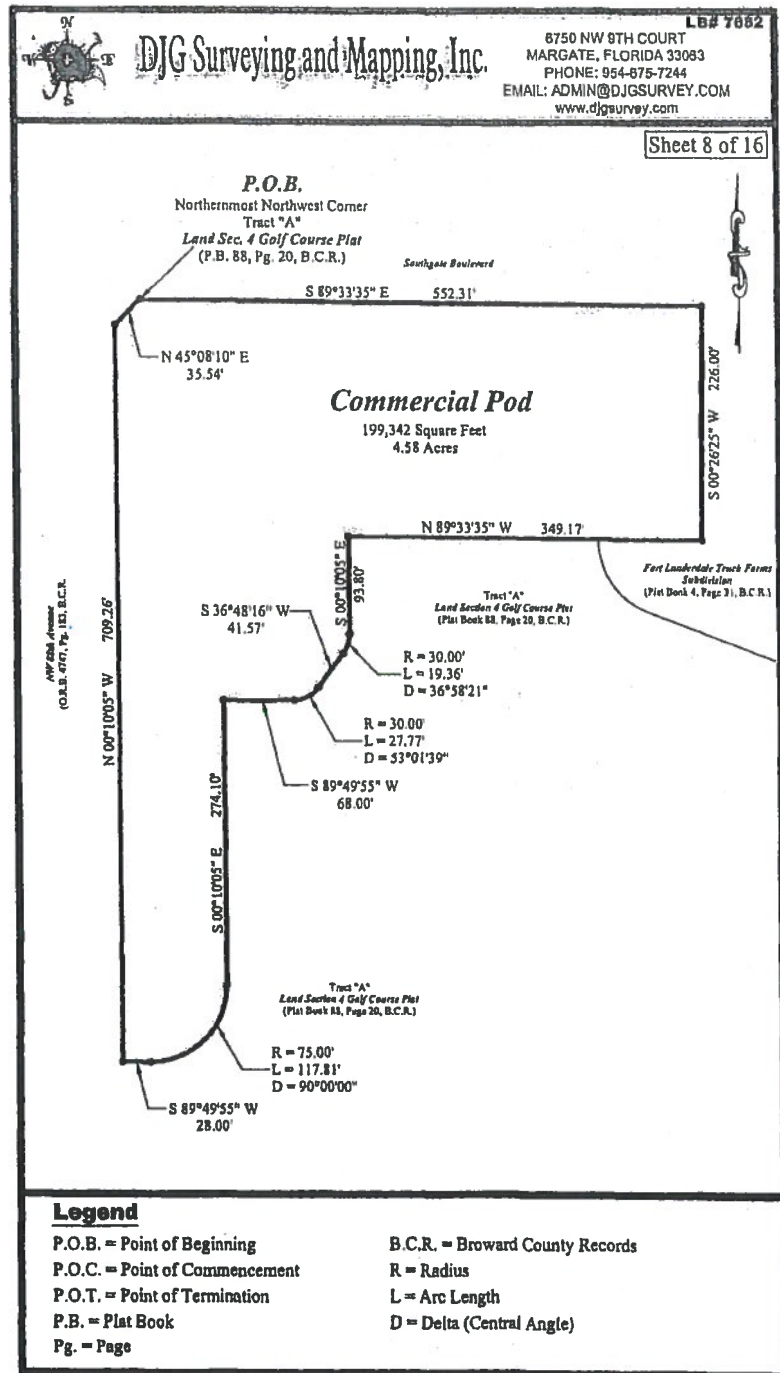


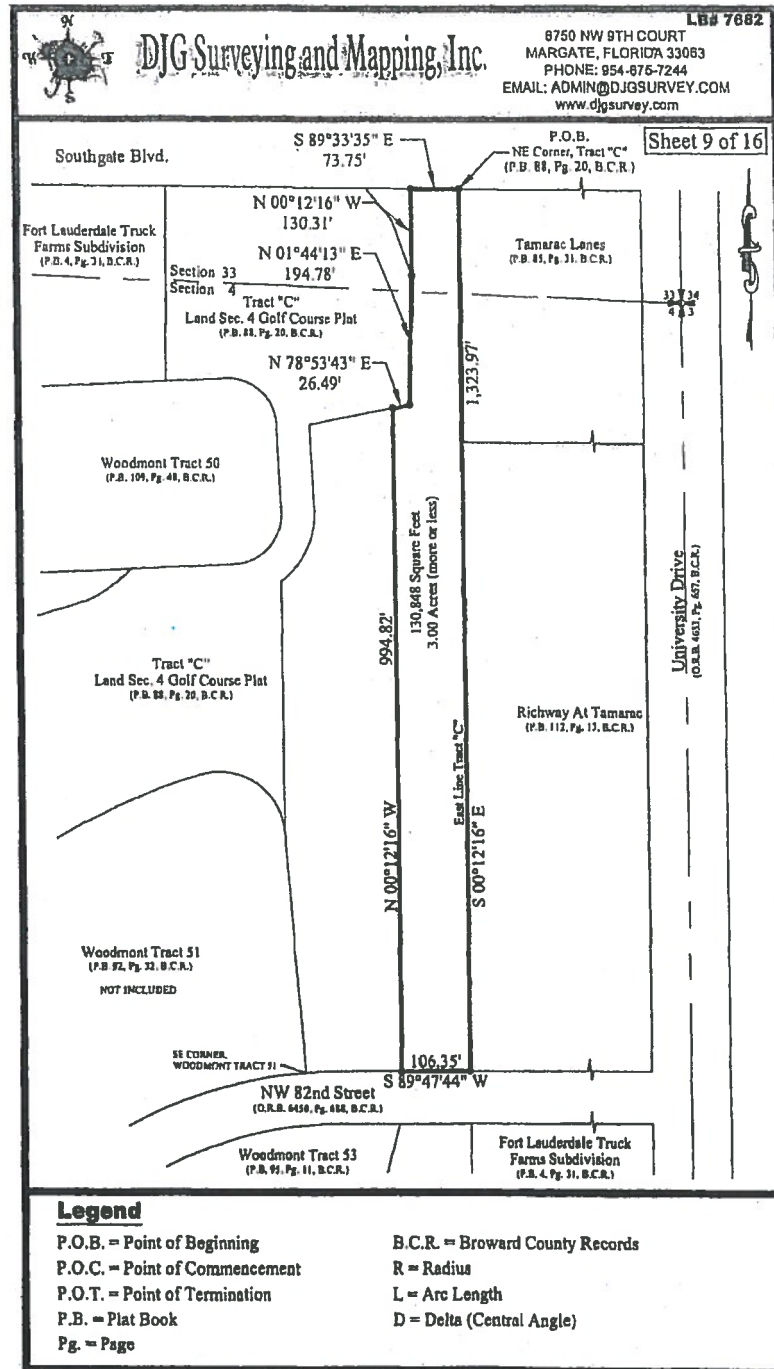
Legend

P.O.B. = Point of Beginning
P.O.C. = Point of Commencement
P.O.T. = Point of Termination
P.B. = Plat Book
Pg. = Page

B.C.R. = Broward County Records
R = Radius
L = Arc Length
D = Delta (Central Angle)









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PHONE: 954-875-7244
EMAIL: ADMIN@DJGSURVEY.COM
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LB# 7682

Sheet 10 of 16

LEGAL DESCRIPTION

Pod A:

A parcel of land being a portion of Tract "D" and Tract "C", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, and a portion of a canal, as recorded in Official Records Book 6450, Page 688, all of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Easternmost Southeast corner of said Tract "D", said point also being a point on the Northerly line of NW 82nd Avenue as described in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida;

Thence, South 49°31'56" West, along said Northerly line, a distance of 72.45 feet to the *Point of Beginning*;

Thence, continue along said Northerly line, South 49°31'56" West, a distance of 201.25 feet to the point of curvature of a circular curve, concave to the Northwest, having a radius of 1395.00 feet and a central angle of 02°49'40";

Thence, Southerly along the arc of said curve, and said Northerly line of NW 82nd Avenue, an arc distance of 68.85 feet;

Thence, North 38°40'03" West, a distance of 287.95 feet to the point of curvature of a circular curve, concave to the East, having a radius of 535.00 feet and a central angle of 67°01'12";

Thence, Northerly along the arc of said curve, an arc distance of 625.80 feet;

Thence, North 45°13'31" West, a distance of 146.15 feet to a point on the arc of a circular curve, concave to the East, having a radius of 150.00 feet and a central angle of 231°41'02";

Thence, Northerly and Easterly along the arc of said curve, an arc distance of 606.55 feet;

Thence, South 45°13'31" East, a distance of 124.33 feet;

Thence, North 44°46'29" East, a distance of 10.07 feet to a point on the arc of a circular curve, concave to the South, having a radius of 150.00 feet and a central angle of 231°41'02", a radial line bears from said point South 71°04'02" East;

Thence, Easterly, Southerly and Westerly along the arc of said curve, an arc distance of 606.55 feet;

Thence, South 44°46'49" West, a distance of 128.81 feet to the point of curvature of a circular curve, concave to the East, having a radius of 265.00 feet and a central angle of 83°26'32";

Thence, Southerly along the arc of said curve, an arc distance of 385.93 feet;

Thence, South 38°40'03" East, a distance of 281.16 feet to the *Point of Beginning*.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 412,380 square feet (9.47 acres) more or less.

Together With:

Pod B:

A portion of Tract "K", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southwest corner, *Woodmont Tract 65*, according to the plat thereof, as recorded in Plat Book 91, Page 50, of the Public Records of Broward County, Florida, said point also being a point on the Westerly line of NW 80th Avenue as described in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida;

Thence, South 21°00'00" West, along said Westerly line, a distance of 93.07 feet to the *Point of Beginning*;

(Continued On Sheet 11 of 16)



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MARGATE, FLORIDA 33083
PHONE: 954-875-7244
EMAIL: ADMIN@DJGSURVEY.COM
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LEGAL DESCRIPTION

Sheet 11 of 16

(Continued from Sheet 10 of 16)

Thence, continue South 21°00'00" West, along said Westerly line, a distance of 233.03 feet to a point on the arc of a circular curve, concave to the North, having a radius of 120.00 feet and a central angle of 72°29'45"; a radial line bears from said point North 21°46'46" West;
Thence, Westerly along the arc of said curve, an arc distance of 151.83 feet;
Thence, North 87°27'29" West, a distance of 98.13 feet to the point of curvature of a circular curve, concave to the South, having a radius of 100.00 feet and a central angle of 19°55'40";
Thence, Westerly along the arc of said curve, an arc distance of 34.78 feet to the point of tangency;
Thence, South 72°36'51" West, a distance of 23.61 feet to the point of curvature of a circular curve, concave to the North, having a radius of 300.00 feet and a central angle of 19°38'59";
Thence, Westerly along the arc of said curve, an arc distance of 102.89 feet to the point of tangency;
Thence, North 87°44'10" West, a distance of 19.37 feet to the point of curvature of a circular curve, concave to the Northeast, having a radius of 213.00 feet and a central angle of 63°44'01";
Thence, Northwesterly along the arc of said curve, an arc distance of 236.393 feet;
Thence, North 65°59'51" East, a distance of 75.00 feet to a point on the arc of a circular curve, concave to the Southwest, having a radius of 161.08 feet and a central angle of 15°54'16"; a radial line bears from said point South 47°38'30" West;
Thence, Northwesterly along the arc of said curve, an arc distance of 44.71 feet;
Thence, North 80°45'38" East, a distance of 99.53 feet;
Thence, North 70°25'50" East, a distance of 81.44 feet to the point of curvature of a circular curve, concave to the South, having a radius of 175.46 and a central angle of 20°58'56";
Thence, Easterly along the arc of said curve, an arc distance of 64.26 feet;
Thence, South 87°27'29" East, a distance of 331.06 feet to the point of curvature of a circular curve, concave to the South, having a radius of 29.68 feet and a central angle of 44°15'40";
Thence, Southeasterly along the arc of said curve, an arc distance of 22.93 feet to a point on the arc of a circular curve, concave to the North, having a radius of 40.00 feet and a central angle of 81°19'41"; a radial line bears from said point North 51°00'36" East;
Thence, Easterly along the arc of said curve, an arc distance of 56.78 feet;
Thence, South 69°00'00" East, a distance of 8.78 feet to a point on the said West line of NW 80th Avenue and the *Point of Beginning*.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 130,810 square feet (3.00 acres) more or less.

Together With:

Pod C:

A parcel of land lying in Section 4, Township 49 South, Range 41 East, being a portion of Tract "K", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

Beginning at the Southeast corner of *Woodmont Tract 65*, as recorded in Plat Book 91, Page 50, of the Public Records of Broward County, Florida, said point being on the Westerly line of NW 80th Avenue;
Thence, South 21°00'00" West, along said Westerly line, a distance of 93.07 feet;
Thence, North 69°00'00" West, a distance of 8.78 feet to a point on the arc of a circular curve, concave to the North, having a radius of 40.00 feet and a central angle of 81°19'41"; a radial line bears from said point North 30°19'05" West;
Thence, Westerly along the arc of said curve, an arc distance of 56.78 feet to a point on the arc of a circular curve, concave to the South, having a radius of 29.68 feet and a central angle of 44°15'40"; a radial line bears from said point South 46°48'11" West;

(Continued on Sheet 12 of 16)



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MARGATE, FLORIDA 33063
PHONE: 954-675-7244
EMAIL: ADMIN@DJGSURVEY.COM
WWW.DJGSURVEY.COM

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LEGAL DESCRIPTION

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(Continued from Sheet 11 of 16)

Thence, Westerly along the arc of said curve, an arc distance of 22.93 feet to the point of tangency;
Thence, North 87°27'29" West, a distance of 331.06 feet to a point on the arc of a circular curve, concave to the South, having a radius of 175.46 feet and a central angle of 20°58'56"; a radial line bears from said point South 01°24'46" West;
Thence, Westerly along the arc of said curve, an arc distance of 64.26 feet to the point of tangency;
Thence, South 70°25'50" West, a distance of 81.44 feet;
Thence, South 80°45'38" West, a distance of 99.53 feet to a point on the arc of a circular curve, concave to the North, having a radius of 300.00 feet and a central angle of 18°14'05"; a radial line bears from said point North 00°17'36" East;
Thence, Westerly along the arc of said curve, an arc distance of 95.48 feet;
Thence, South 18°31'41" West, a distance of 110.00 feet, radially, to the point of curvature of a circular curve, concave to the North, having a radius of 410.00 feet and a central angle of 47°18'47";
Thence, Northwesterly along the arc of said curve, an arc distance of 338.57 feet to the point of tangency;
Thence, North 24°09'32" West, a distance of 276.02 feet to a point on the arc of a circular curve, concave to the East, having a radius of 260.00 feet and a central angle of 11°29'26"; a radial line bears from said point North 65°50'28" East;
Thence, Northerly along the arc of said curve, an arc distance of 52.14 feet to a point on the arc of a circular curve, concave to the East, having a radius of 150.00 feet and a central angle of 110°13'57"; a radial line bears from said point North 50°27'41" East;
Thence, Northerly and Easterly along the arc of said curve, an arc distance of 288.59 feet to a point on the arc of a circular curve, concave to the East, having a radius of 260.00 feet and a central angle of 14°31'10"; a radial line bears from said point South 46°10'35" East;
Thence, Northeasterly along the arc of said curve, an arc distance of 65.89 feet to a point on the arc of a circular curve, concave to the South, having a radius of 150.00 feet and a central angle of 217°26'30"; a radial line bears from said point South 71°21'54" East;
Thence, Easterly, Southerly and Westerly along the arc of said curve, an arc distance of 569.26 feet;
Thence, South 55°40'51" West, a distance of 93.04 feet;
Thence, South 24°09'32" East, a distance of 267.65 feet to the point of curvature of a circular curve, concave to the North, having a radius of 140.00 feet and a central angle of 52°05'35";
Thence, Southeasterly along the arc of said curve, an arc distance of 127.29 feet;
Thence, South 13°44'53" West, a distance of 110.00 feet, radially, to the point of curvature of a circular curve, concave to the North, having a radius of 250.00 feet and a central angle of 33°19'03";
Thence, Easterly along the arc of said curve, an arc distance of 145.38 feet to the point of tangency;
Thence, North 70°25'50" East, a distance of 77.43 feet to the point of curvature of a circular curve, concave to the South, having a radius of 225.00 feet and a central angle of 22°06'41";
Thence, Easterly along the arc of said curve, an arc distance of 86.33 feet to the point of tangency;
Thence, South 87°27'29" East, a distance of 8.11 feet;
Thence, North 02°32'31" East, a distance of 20.00 feet;
Thence, South 87°27'29" East, a distance of 429.82 feet to the *Point of Beginning*.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 302,916 square feet (6.95 acres) more or less.

Together With:

Pod D:

A parcel of land lying in Section 4, Township 49 South, Range 41 East, being a portion of Tract "K", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

(Continued on Sheet 13 of 16)



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MARGATE, FLORIDA 33063
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LEGAL DESCRIPTION

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(Continued from Sheet 12 of 16)

Commence at the Southwest corner of said Tract "K", said point also being a point on the Northerly line of NW 75th Street as described in Official Records Book 6450, Page 688 of the Public Records of Broward County Florida;

Thence, North 86°39'55" East, along said Northerly line, a distance of 231.25 feet to the *Point of Beginning*;

Thence, North 01°00'51" East, a distance of 66.23 feet to the point of curvature of a circular curve, concave to the West, having a radius of 10.00 feet and a central angle of 43°20'30";

Thence, Northerly along the arc of said curve, an arc distance of 7.56 feet to the point of reverse curvature of a circular curve, concave to the East, having a radius of 45.00 feet and a central angle of 84°45'05";

Thence, Northerly along the arc of said curve, an arc distance of 66.56 feet to the point of reverse curvature of a circular curve, concave to the West, having a radius of 35.00 feet and a central angle of 41°24'32";

Thence, Northerly along the arc of said curve, an arc distance of 25.30 feet to the point of tangency;

Thence, North 01°00'51" East, a distance of 662.01 feet;

Thence, North 05°22'09" West, a distance of 418.51 feet to the point of curvature of a circular curve, concave to the Southeast, having a radius of 160.00 feet and a central angle of 111°13'50";

Thence, Northerly and Easterly along the arc of said curve, an arc distance of 310.61 feet to the point of tangency;

Thence, South 74°08'19" East, a distance of 119.22 feet to the point of curvature of a circular curve, concave to the Southwest, having a radius of 150.00 feet and a central angle of 106°07'02";

Thence, Easterly and Southerly along the arc of said curve, an arc distance of 277.81 feet to the point of tangency;

Thence, South 31°58'43" West, a distance of 600.38 feet;

Thence, South 01°00'51" West, a distance of 482.84 feet to the point of curvature of a circular curve, concave to the East, having a radius of 35.00 feet and a central angle of 41°24'35";

Thence, Southerly along the arc of said curve, an arc distance of 25.30 feet to the point of reverse curvature of a circular curve, concave to the West, having a radius of 45.00 feet and a central angle of 84°36'15";

Thence, Southerly along the arc of said curve, an arc distance of 66.45 feet to the point of reverse curvature of a circular curve, concave to the East, having a radius of 10.00 feet and a central angle of 43°11'41";

Thence, Southerly along the arc of said curve, an arc distance of 7.54 feet to the point of tangency;

Thence, South 01°00'51" West, a distance of 61.76 feet to a point on the North line of NW 75th Street;

Thence, South 86°39'55" West, along said North line, a distance of 60.27 feet to the *Point of Beginning*.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 239,528 square feet (5.50 acres) more or less.

Together With:

Pod E:

A parcel of land being a portion of Tract "A" and Tract "C", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, and a portion of a canal, as recorded in Official Records Book 6450, Page 688, all of the Public Records of Broward County, Florida, being more particularly described as follows:

Beginning at the Easternmost Northwest corner of said Tract "A" and a point on the South line of Southgate Boulevard;

Thence, South 89°33'35" East, along said South line, a distance of 1,184.52 feet to the point of curvature of a circular curve, concave to the Southwest, having a radius of 25.00 feet and a central angle of 90°00'00";

(Continued on Sheet 14 of 16)


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LB# 7882
 6750 NW 8TH COURT
 MARGATE, FLORIDA 33063
 PHONE: 954-875-7244
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LEGAL DESCRIPTION

Sheet 14 of 16

(Continued from Sheet 13 of 16)

Thence, Southeasterly along the arc of said curve, an arc distance of 39.27 feet;
 Thence, South 00°26'25" West, a distance of 84.00 feet to the point of curvature of a circular curve, concave to the West, having a radius of 200.00 feet and a central angle of 34°18'35";
 Thence, Southwesterly along the arc of said curve, an arc distance of 119.76 feet;
 Thence, South 34°45'00" West, a distance of 52.99 feet;
 Thence, North 63°26'13" West, a distance of 64.00 feet to the point of curvature of a circular curve, concave to the South, having a radius of 497.00 feet and a central angle of 50°59'48";
 Thence, Westerly along the arc of said curve, an arc distance of 442.36 feet;
 Thence, South 65°33'59" West, a distance of 31.99 feet;
 Thence, North 90°00'00" West, a distance of 14.66 feet;
 Thence, North 63°15'21" West, a distance of 149.45 feet;
 Thence, North 89°33'35" West, a distance of 300.00 feet;
 Thence, South 00°09'03" East, a distance of 17.20 feet to a point on the arc of a circular curve, concave to the West, having a radius of 150.00 feet and a central angle of 139°46'59"; a radial line bears from said point South 52°58'45" West;
 Thence, Southerly and Westerly along the arc of said curve, an arc distance of 365.95 feet;
 Thence, North 89°33'35" West, a distance of 26.48 feet;
 Thence, North 00°09'03" West, a distance of 435.00 feet to the *Point of Beginning*.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 288,148 square feet (6.61 acres) more or less.

Together With:

Pod F:

A portion of Tract "E", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

Beginning at the Westernmost Southwest corner of said Tract "E", said point also being a point on the Easterly right-of-way line of NW 80th Avenue as described in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida;
 Thence, North 21°00'00" East, along said Easterly line, a distance of 325.00 feet to the point of curvature of a circular curve, concave to the West, having a radius of 1165.00 feet and a central angle of 22°50'33";
 Thence, Northerly along the arc of said curve, and the Easterly line of NW 80th Avenue, an arc distance of 464.57 feet;
 Thence, radially to aforementioned curve, North 88°09'07" East, a distance of 56.84 feet to a point on the arc of a circular curve, concave to the South, having a radius of 45.00 feet and a central angle of 201°57'06"; a radial line bears from said point South 56°12'05" East;
 Thence, Easterly and Southerly along the arc of said curve, an arc distance of 158.61 feet to a point on the arc of a circular curve, concave to the West, having a radius of 175.00 feet and a central angle of 17°45'40"; a radial line bears from said point North 89°07'57" West;
 Thence, Southerly along the arc of said curve, an arc distance of 54.25 feet;
 Thence, South 66°54'25" East, a distance of 110.21 feet to a point on the arc of a circular curve, concave to the Northwest, having a radius of 285.58 feet and a central angle of 20°41'11"; a radial line bears from said point North 69°40'01" West;

(Continued on Sheet 15 of 16)



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LEGAL DESCRIPTION

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(Continued from Sheet 14 of 16)

Thence, Southwesterly along the arc of said curve, an arc distance of 103.11 feet to a point on the arc of a circular curve, concave to the West, having a radius of 1340.00 feet and a central angle of 12°05'30"; a radial line bears from said point North 81°05'30" West;

Thence, Southwesterly along the arc of said curve, an arc distance of 282.79 feet to the point of tangency;

Thence, South 21°00'00" West, a distance of 205.06 to a point on the arc of a circular curve, concave to the West, having a radius of 150.00 feet and a central angle of 58°21'23"; a radial line bears from said point South 74°08'02" West;

Thence, Southerly along the arc of said curve, an arc distance of 152.78 feet to a point on the Southerly line of said Tract "E";

Thence, North 69°00'00" West, along said Southerly line, a distance of 169.56 feet to the point of curvature of a circular curve, concave to the East, having a radius of 25.00 feet and a central angle of 90°00'00";

Thence, Westerly and Northerly along the arc of said curve, an arc distance of 39.27 feet to the *Point of Beginning*.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 148,640 square feet (3.41 acres) more or less.

Together With:

Commercial Pod:

A portion of Tract "A", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of *Fort Lauderdale Truck Farms Subdivision*, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, all being more particularly described as follows:

Beginning at the Northernmost Northwest corner of said Tract "A", said point also being a point on the South line of Southgate Boulevard;

Thence, South 89°33'35" East, along said South line of Southgate Boulevard, and the North line of said Tract "A", a distance of 552.31 feet;

Thence, South 00°26'25" West, a distance of 226.00 feet;

Thence, North 89°33'35" West, a distance of 349.17 feet;

Thence, South 00°10'05" East, a distance of 93.80 feet to the point of curvature of a circular curve, concave to the West, having a radius of 30.00 feet and a central angle of 36°58'21";

Thence, Southwesterly along the arc of said curve, an arc distance of 19.36 feet to the point of tangency;

Thence, South 36°48'16" West, a distance of 41.57 feet to the point of curvature of a circular curve, concave to the North, having a radius of 30.00 feet and a central angle of 53°01'39";

Thence, Southwesterly along the arc of said curve, an arc distance of 27.77 feet to the point of tangency;

Thence, South 89°49'55" West, a distance of 68.00 feet;

Thence, South 00°10'05" East, a distance of 274.10 feet to the point of curvature of a circular curve, concave to the West, having a radius of 75.00 feet and a central angle of 90°00'00";

Thence, Southwesterly along the arc of said curve, an arc distance of 117.81 feet to the point of tangency;

Thence, South 89°49'55" West, a distance of 28.00 feet to a point on the West line of said Tract "A", and a point on the East line of NW 88th Avenue, as recorded in Official Records Book 4747, Page 183, of the Public Records of Broward County, Florida;

Thence, North 00°10'05" West, along said West line of Tract "A" and the East line of NW 88th Avenue, a distance of 709.26 feet;

Thence, North 45°08'10" East, a distance of 35.54 feet to the *Point of Beginning*.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 199,342 square feet (4.58 acres) more or less.

(Continued on Sheet 16 of 16)



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LEGAL DESCRIPTION

Sheet 16 of 16

(Continued from Sheet 15 of 16)

Together with:

East 3 acres of School Tract

A parcel of land being a portion of Tract "C", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

Beginning at the Northeast corner of said Tract "C" and a point on the South line of Southgate Boulevard;
Thence, South 00°12'16" East, along said East line, a distance of 1,323.97 feet to the North line of NW 82nd Street;
Thence, South 89°47'44" West, along said North line, a distance of 106.35 feet;
Thence, North 00°12'16" West, a distance of 994.82 feet;
Thence, North 78°53'43" East, a distance of 26.49 feet;
Thence, North 01°44'13" East, a distance of 194.78 feet;
Thence, North 00°12'16" West, a distance of 130.31 feet to the South line of Southgate Boulevard and the North line of said Tract "C";
Thence, South 89°33'35" East, along said line, a distance of 73.75 feet to the *Point of Beginning*.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 130,848 square feet (3.00 acres) more or less.

EXHIBIT "C"
TO
CONSOLIDATED, AMENDED AND RESTATED COVENANT
NEW GOLF COURSE



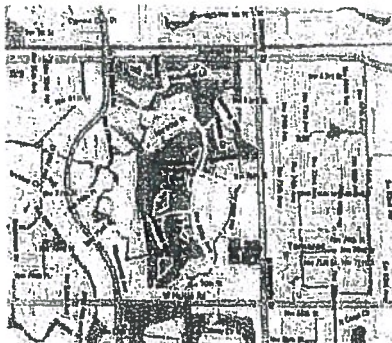
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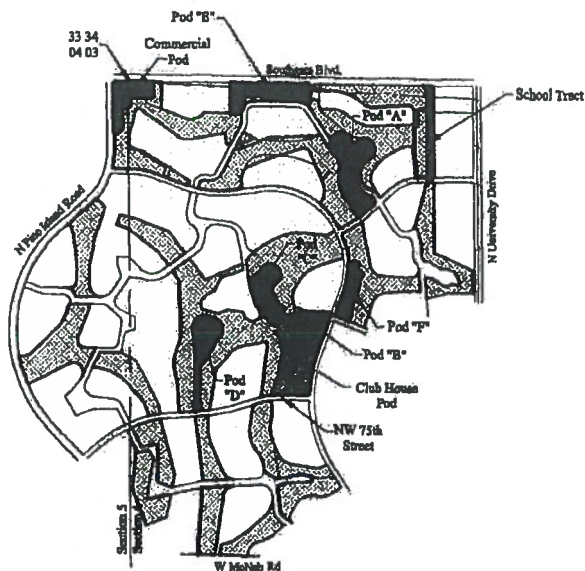
LD 700

- Sketch and Description -
New Golf Course

Sheet 1 of 57



Location Map
Not to Scale



No.	REVISIONS	DATE

**NOT VALID WITHOUT THE
SIGNATURE AND THE
ORIGINAL RAISED SEAL OF
A FLORIDA LICENSED
SURVEYOR AND MAPPER**

D. J. Gairiele
03/28/2014
DENNIS J. GAIRIELE
Professional Surveyor and Mapper
MO. LB 5708
State of Florida

JOB NO. 10-0218	DRAWN BY: MRR	QC: DJG	SCALE: NT3
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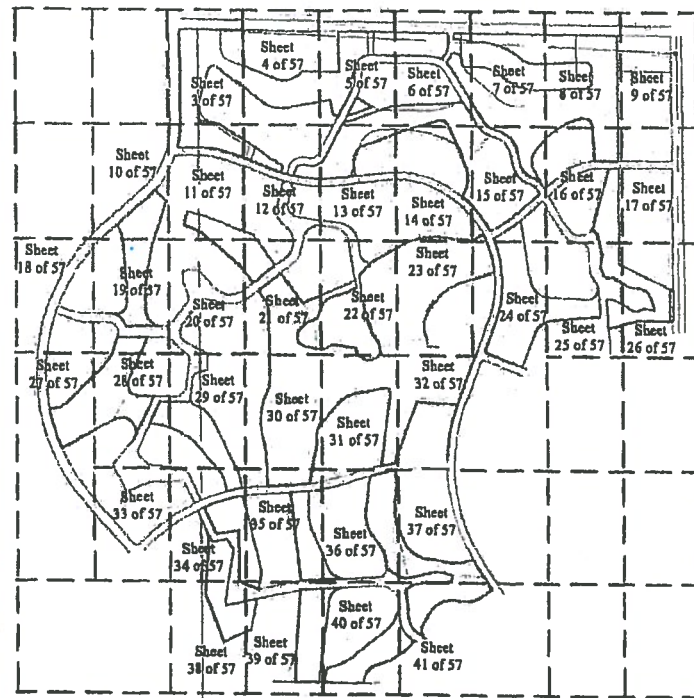
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www.djgsurvey.com

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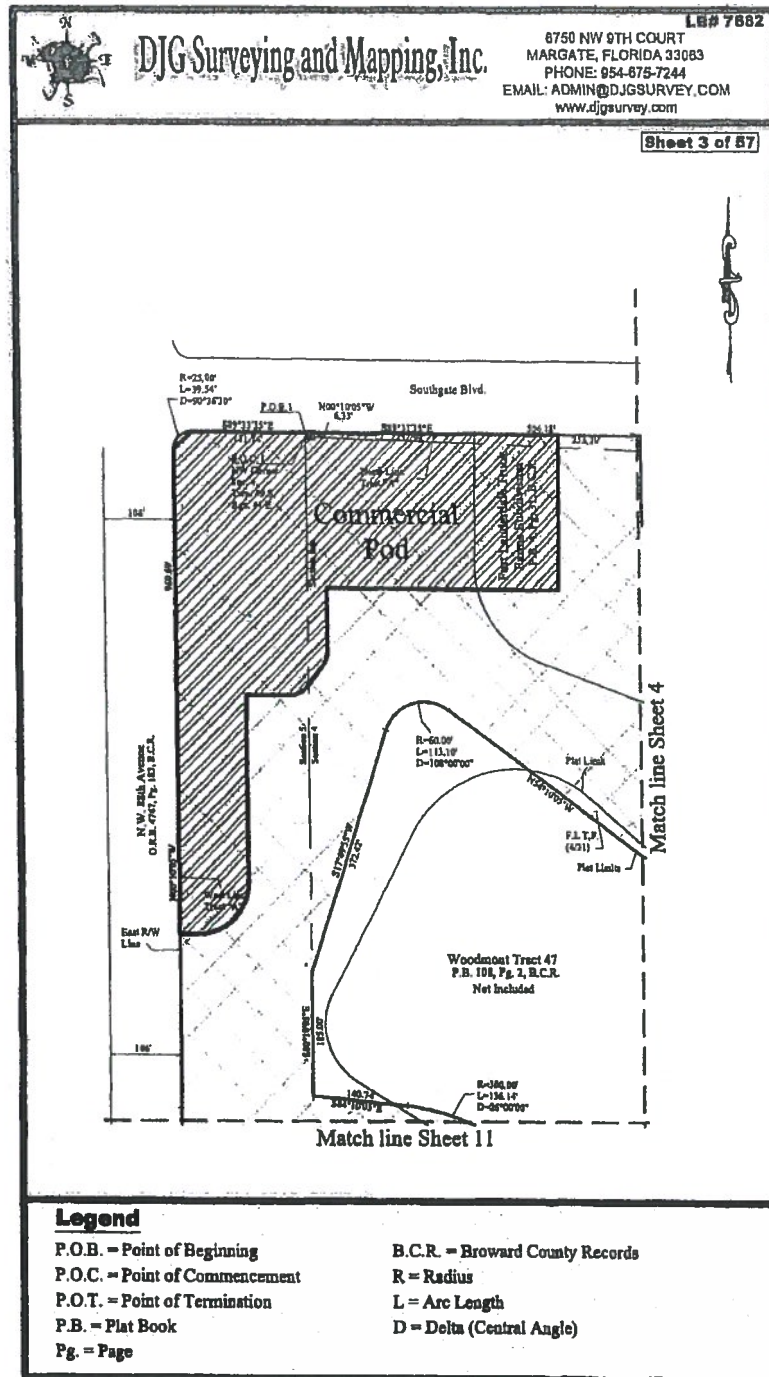
KEY SHEET

Sheet 2 of 57



SURVEYOR'S NOTES:

1. BEARING REFERENCE: The Bearings shown hereon are referenced to the recorded plat.
2. This is not a survey, but only a graphic depiction of the land shown hereon and its calculated legal description. No boundary corners were set in the field related to this sketch.
3. All recordings shown hereon are referenced to the Public Records of Broward County, Florida.



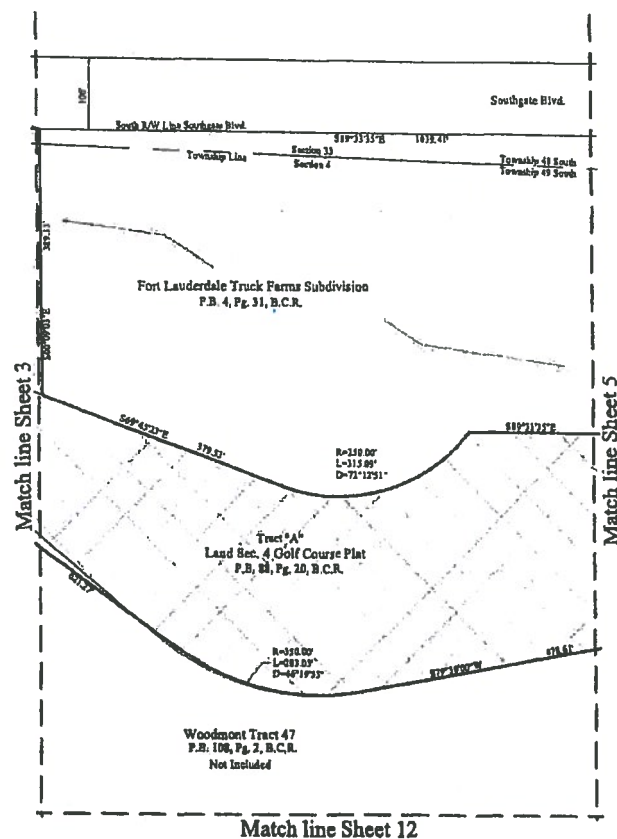


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6750 NW 9TH COURT
MARGATE, FLORIDA 33063
PHONE: 854-875-7244
EMAIL: ADMIN@DJGSURVEY.COM
www.djgsurvey.com

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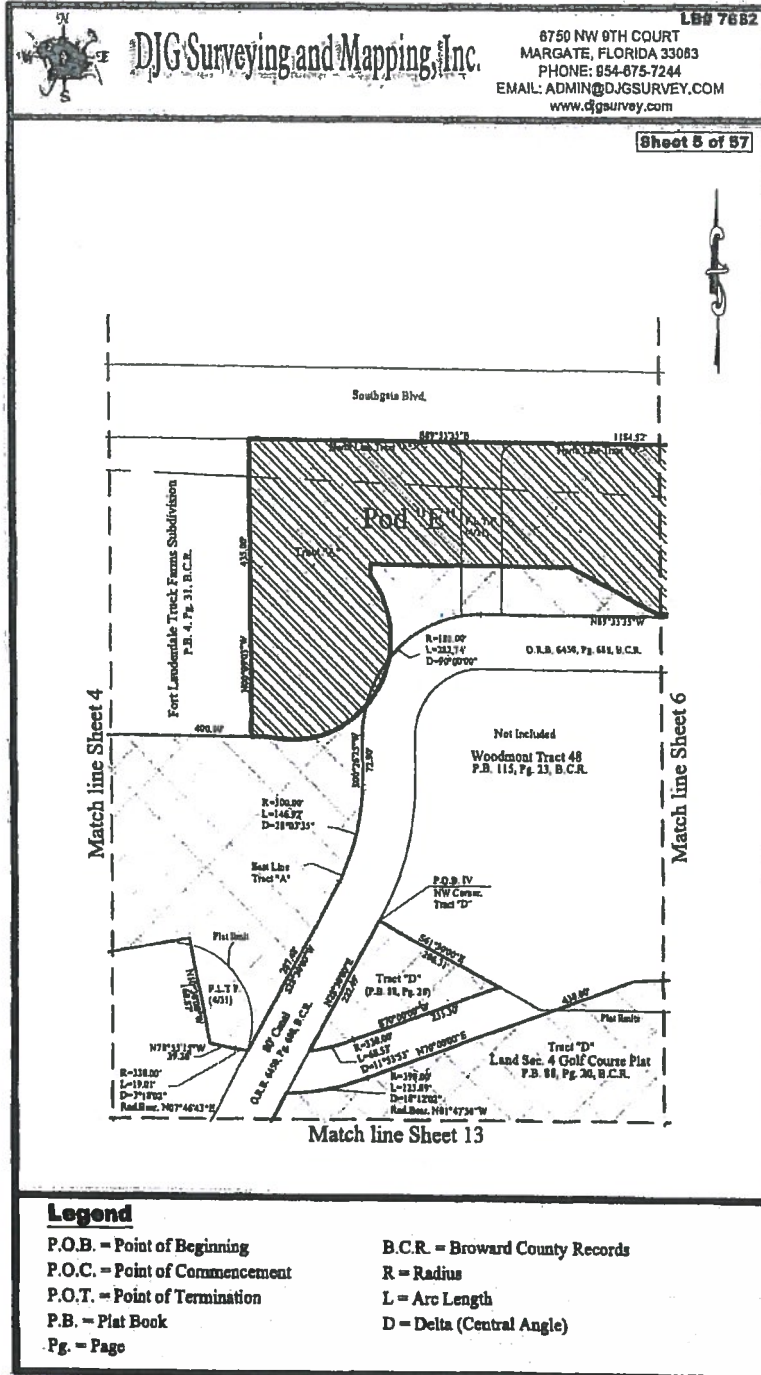
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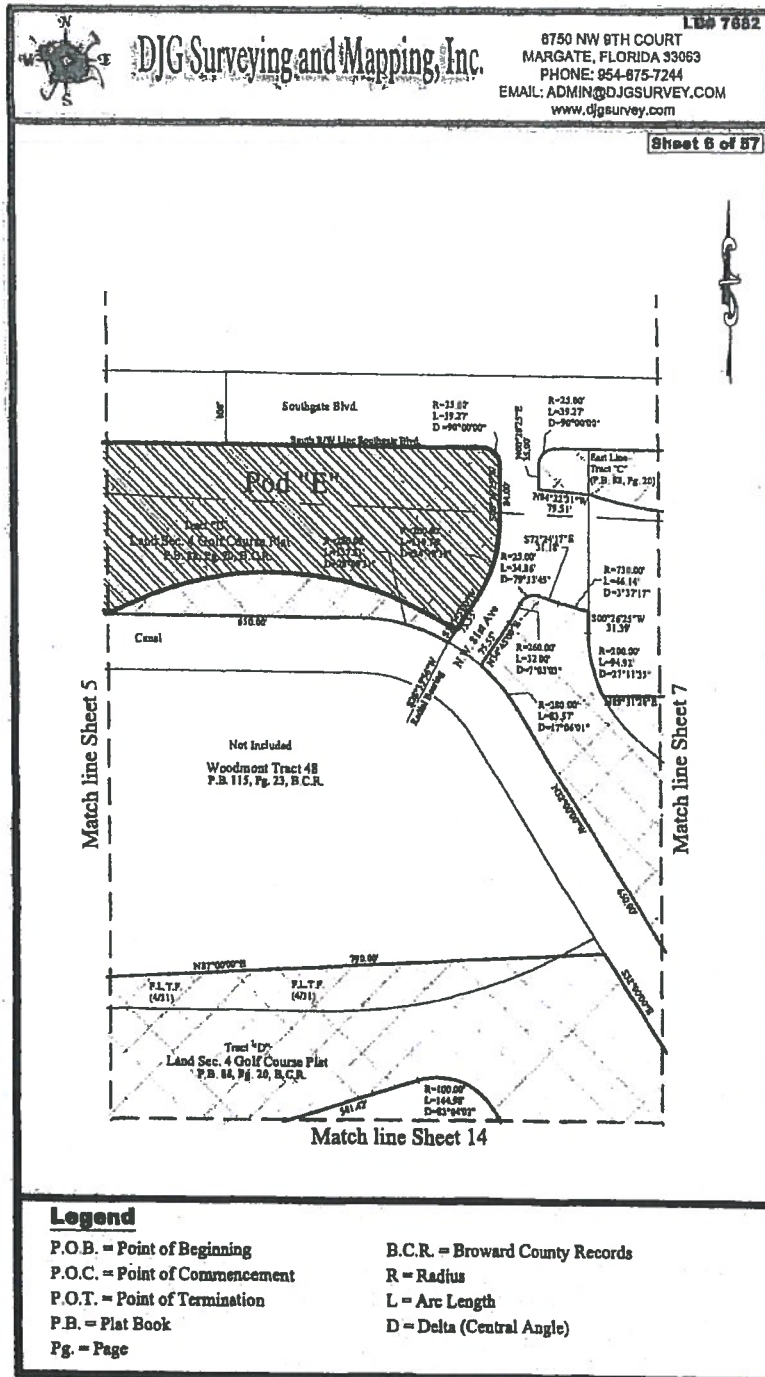


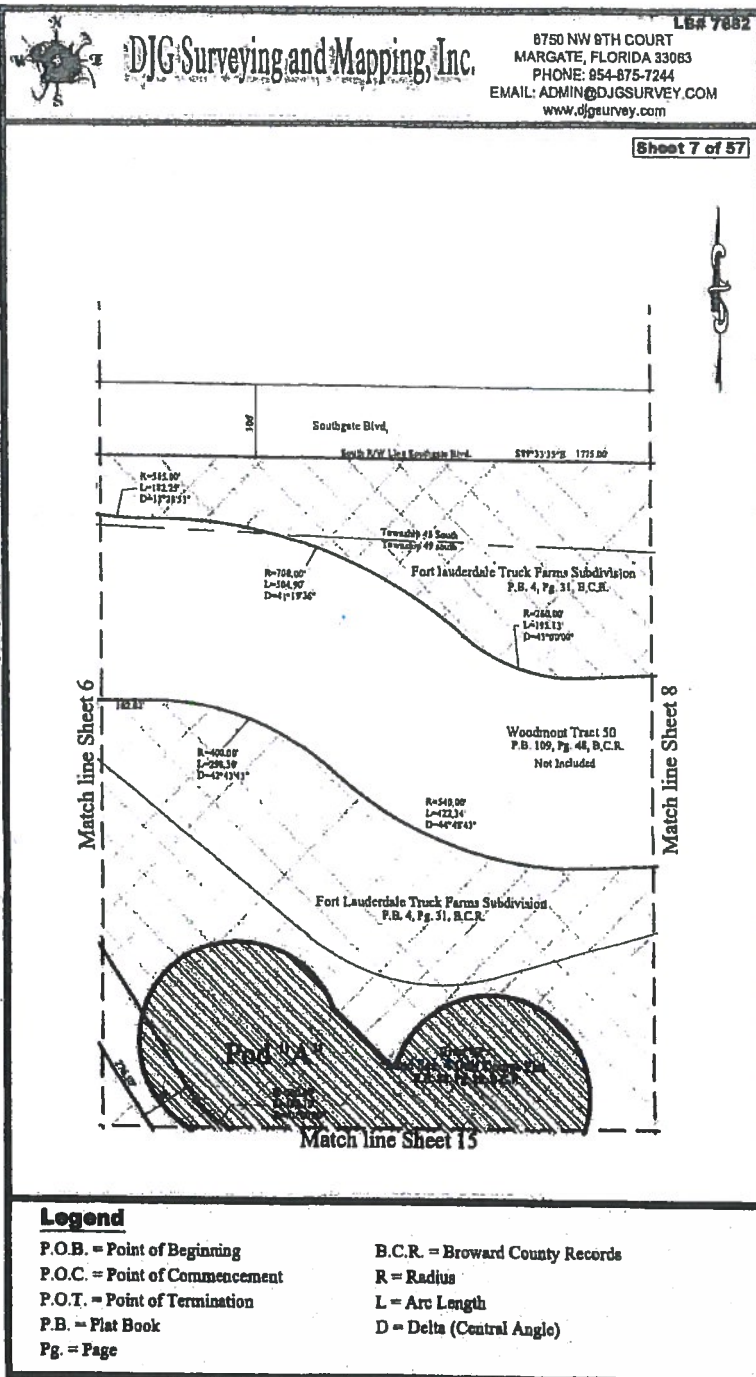
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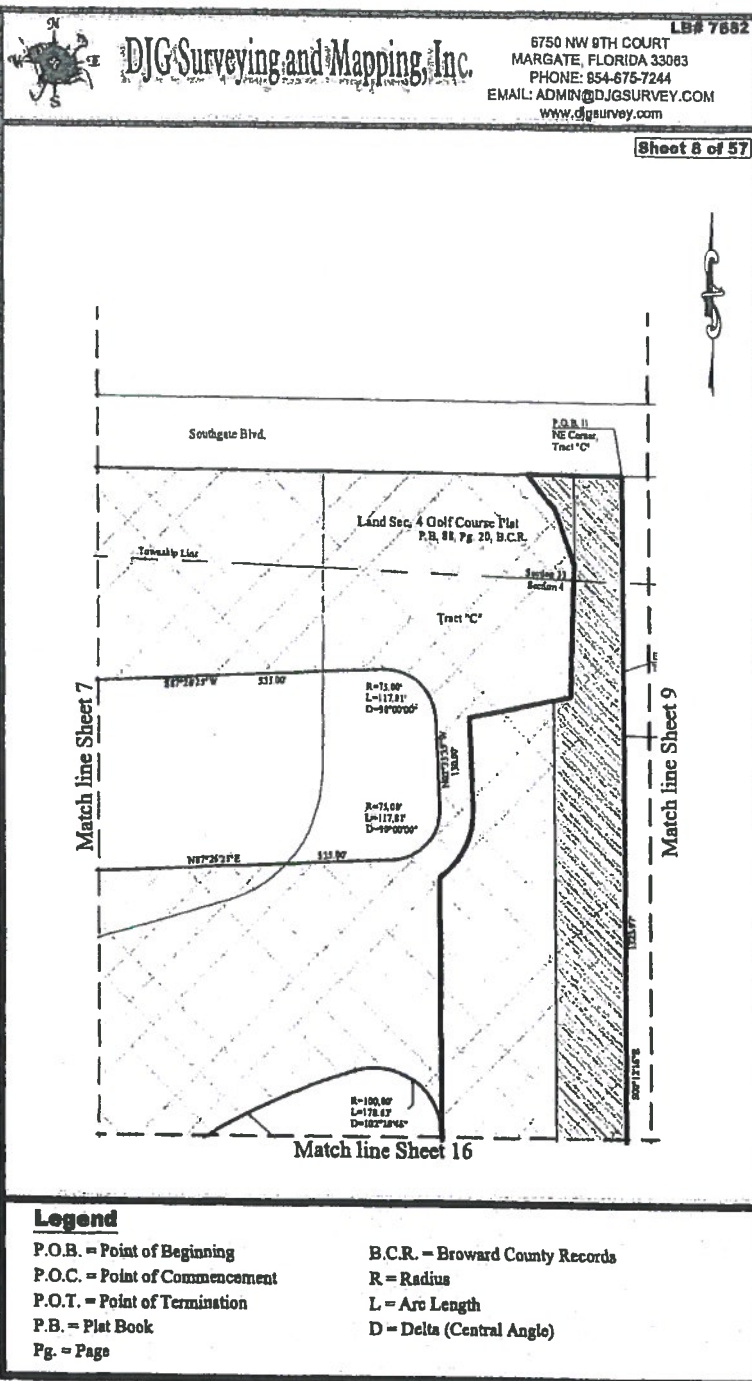
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P.O.C. = Point of Commencement
P.O.T. = Point of Termination
P.B. = Plat Book
Pg. = Page

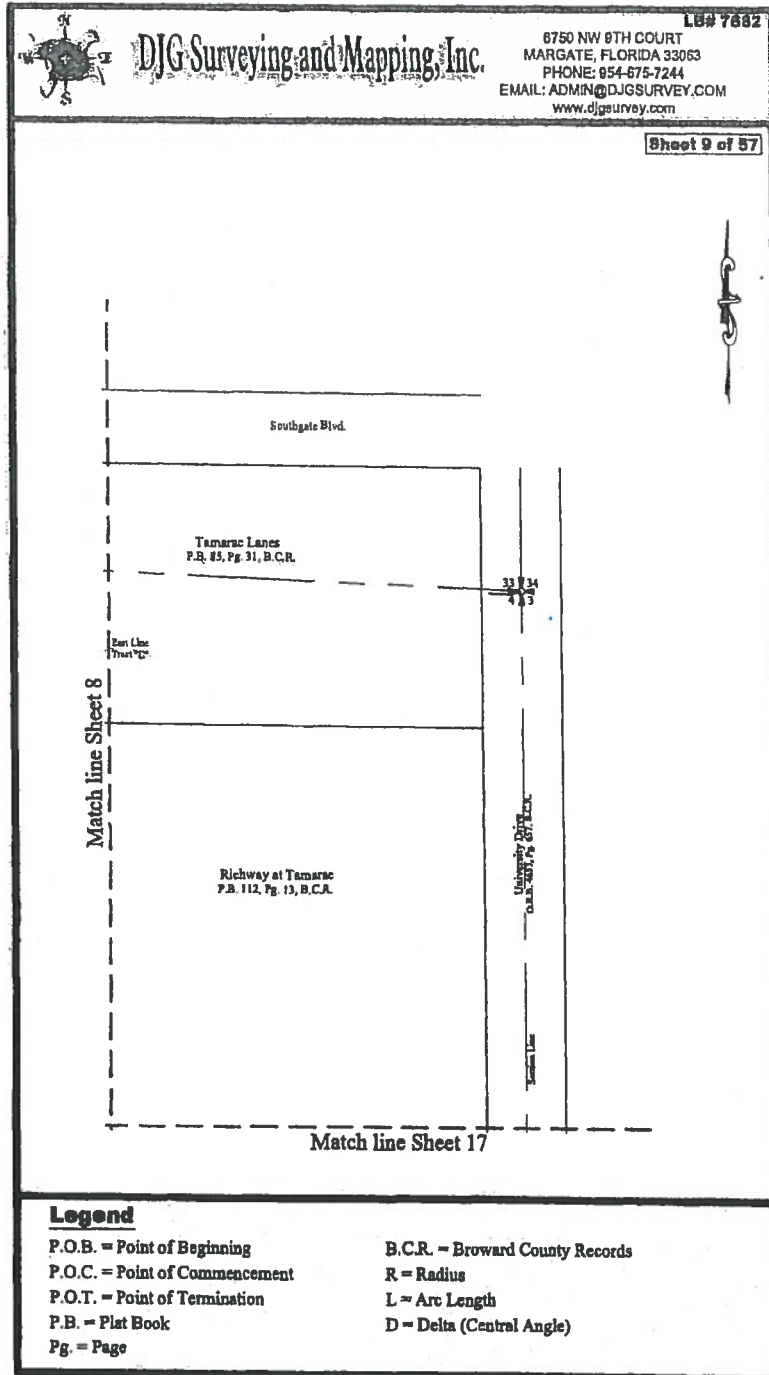
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L = Arc Length
D = Delta (Central Angle)

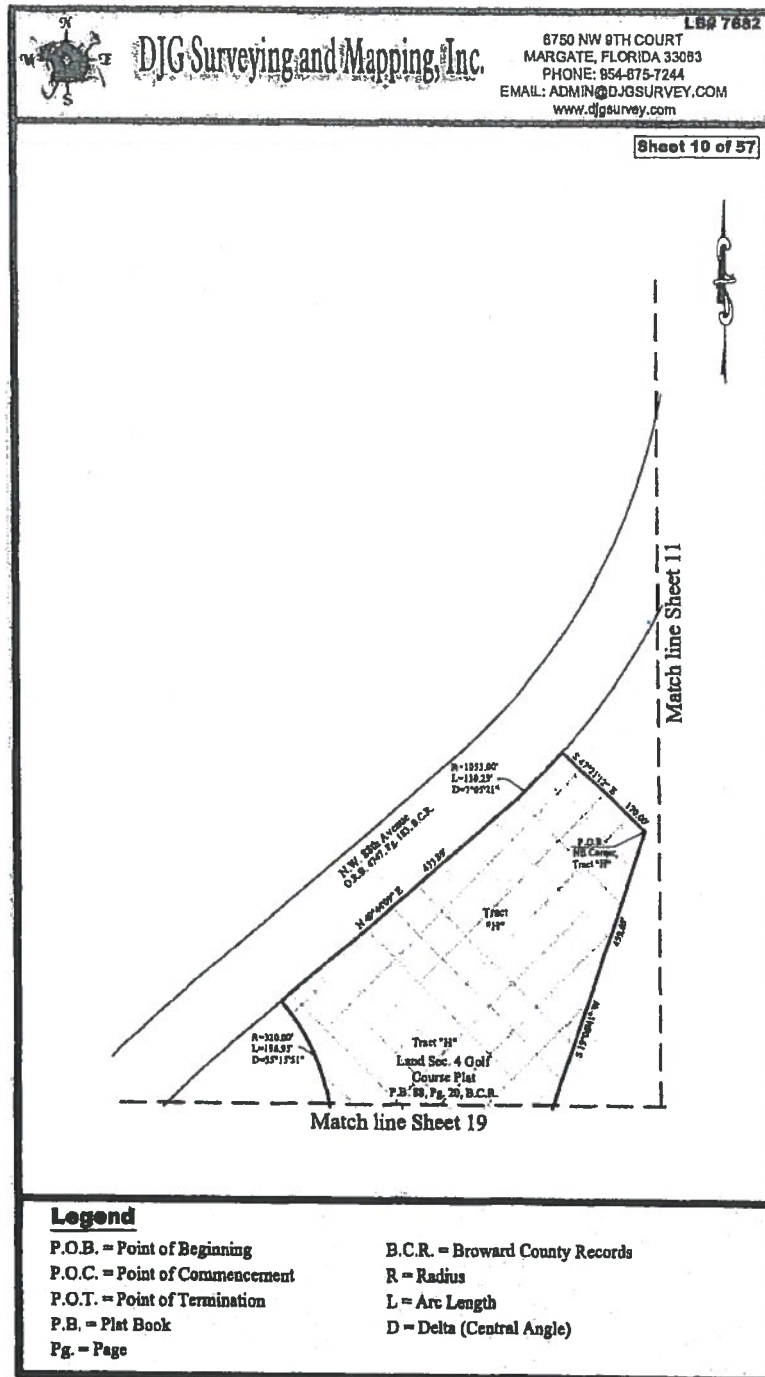


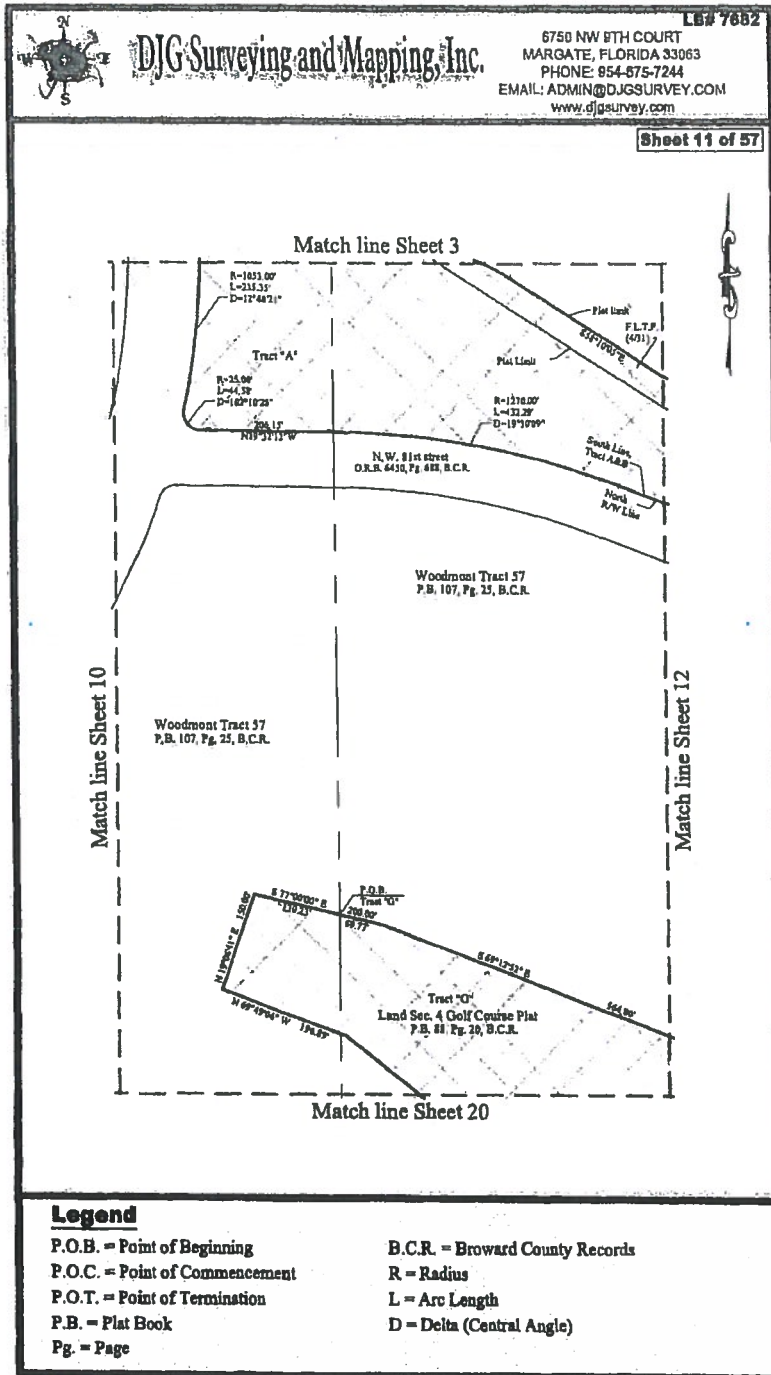


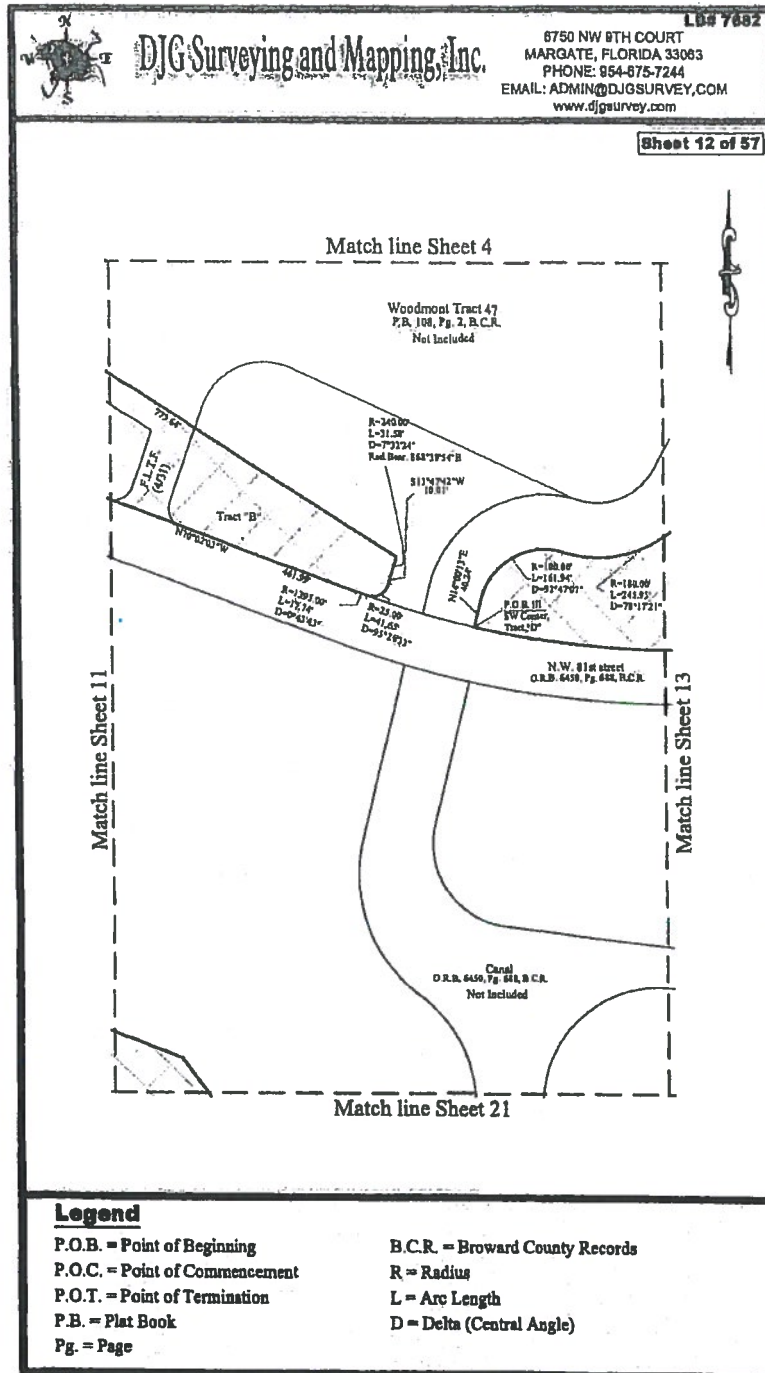


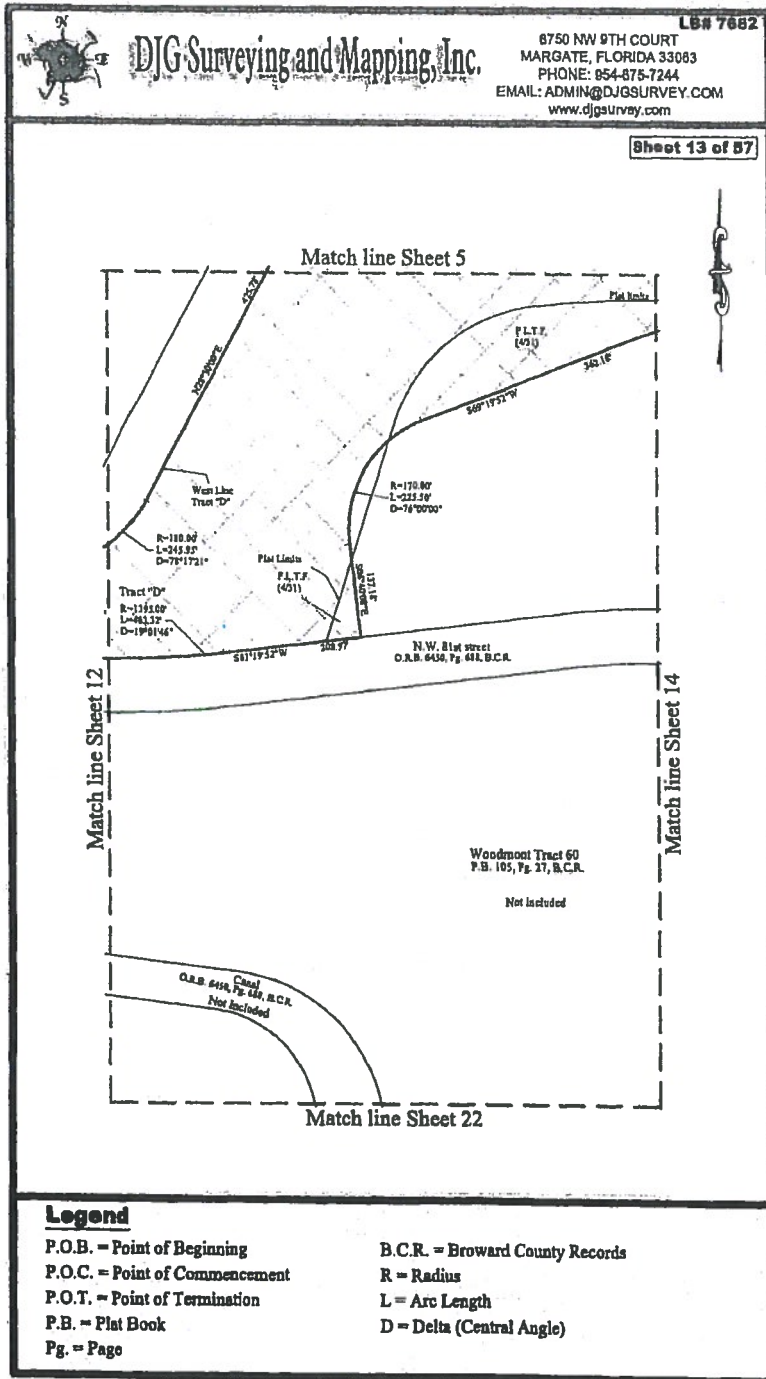












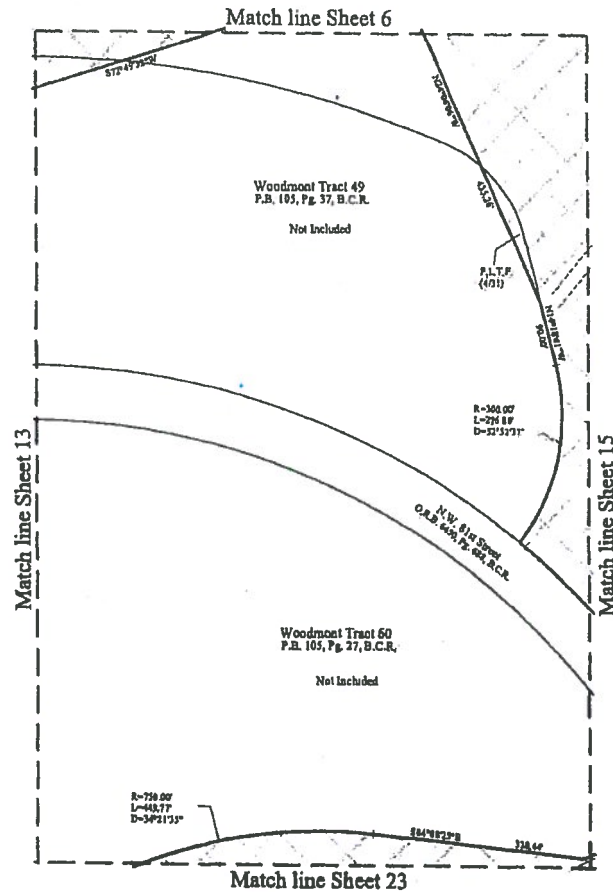


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6750 NW 9TH COURT
MARGATE, FLORIDA 33063
PHONE: 854-875-7244
EMAIL: ADMIN@DJGSURVEY.COM
www.djgsurvey.com

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Legend

P.O.B. = Point of Beginning
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P.O.T. = Point of Termination
P.B. = Plat Book
Pg. = Page

B.C.R. = Broward County Records
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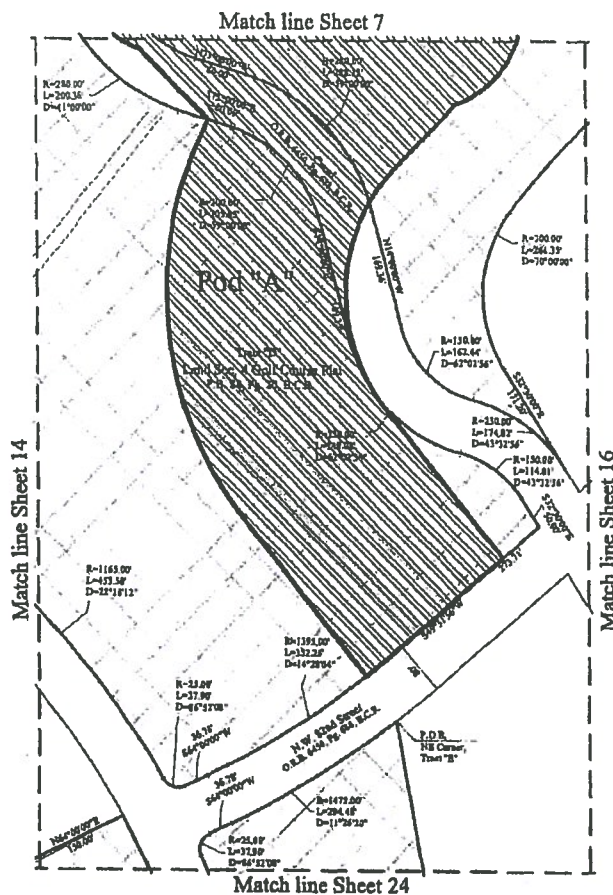


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6750 NW 8TH COURT
MARGATE, FLORIDA 33063
PHONE: 954-675-7244
EMAIL: ADMIN@DJGSURVEY.COM
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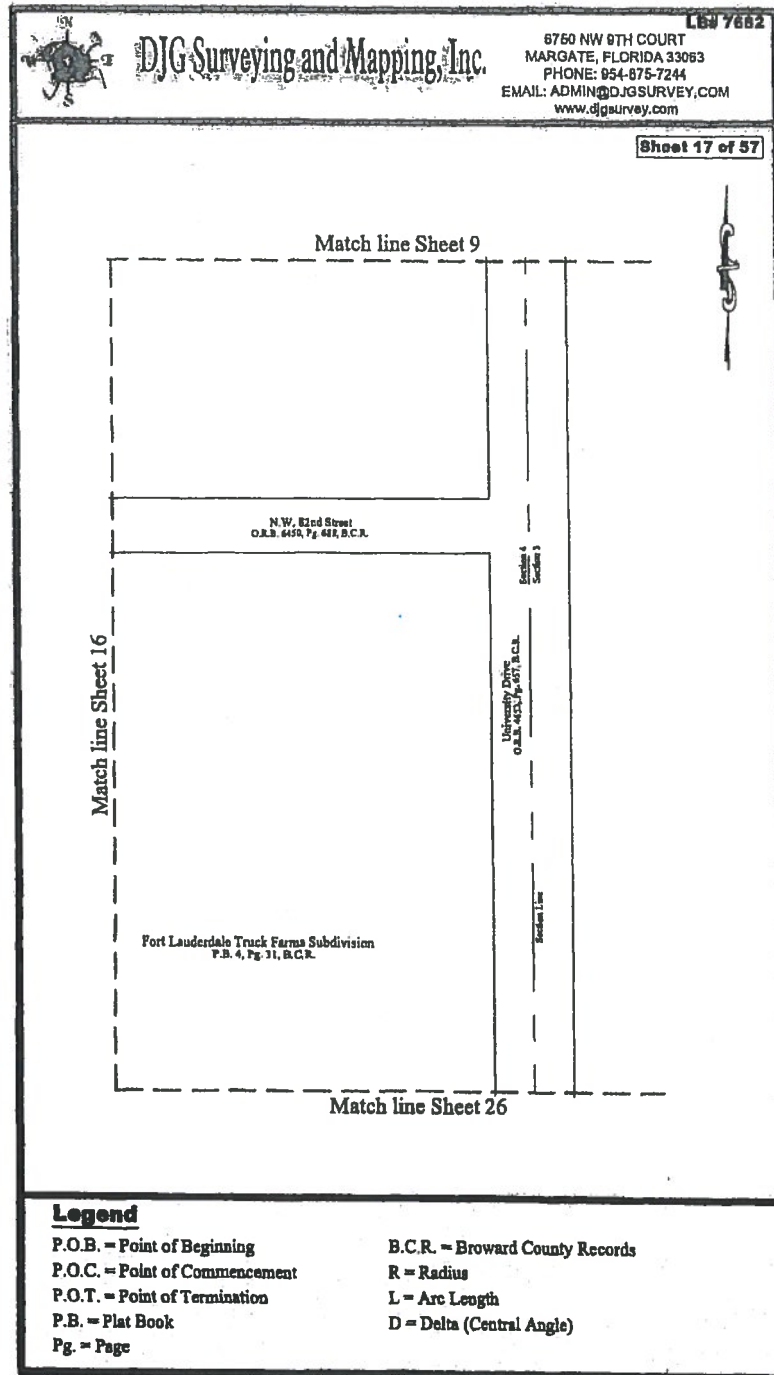
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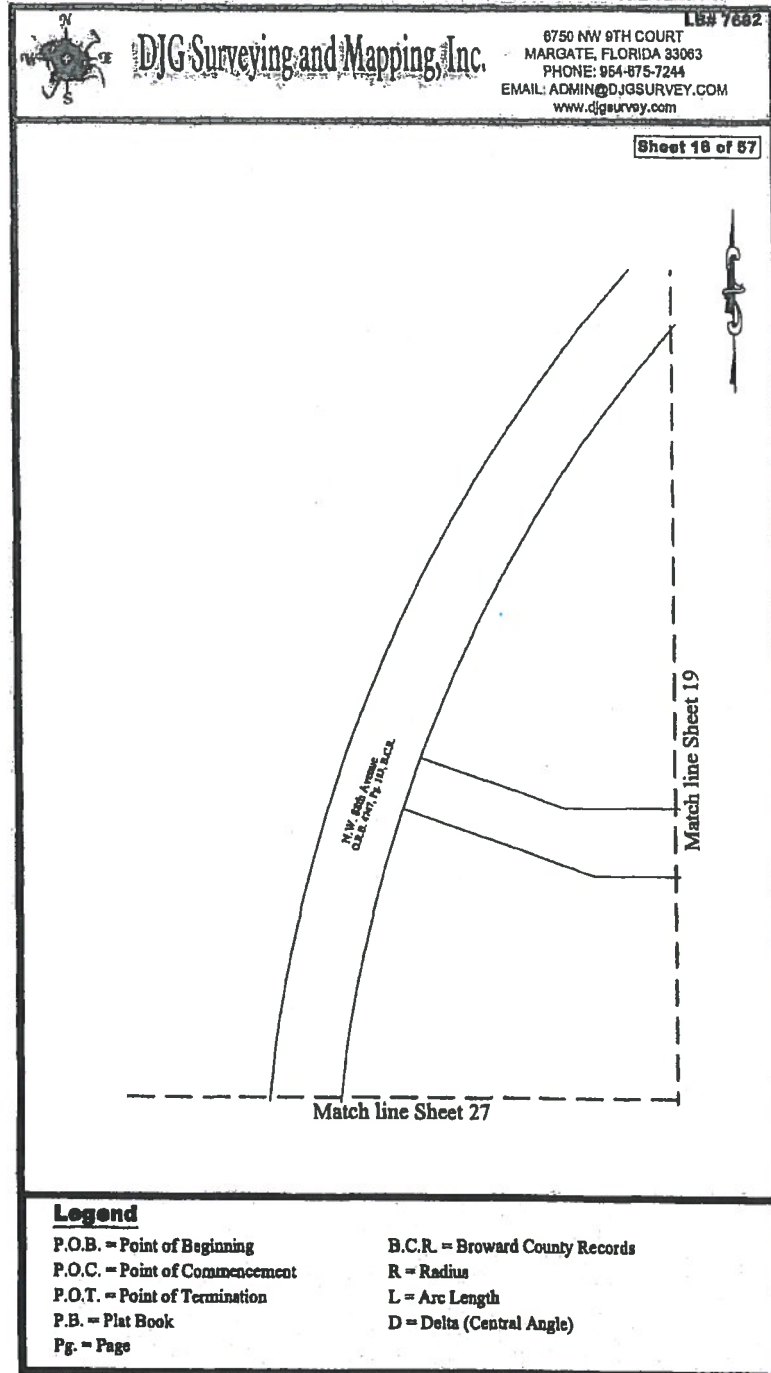


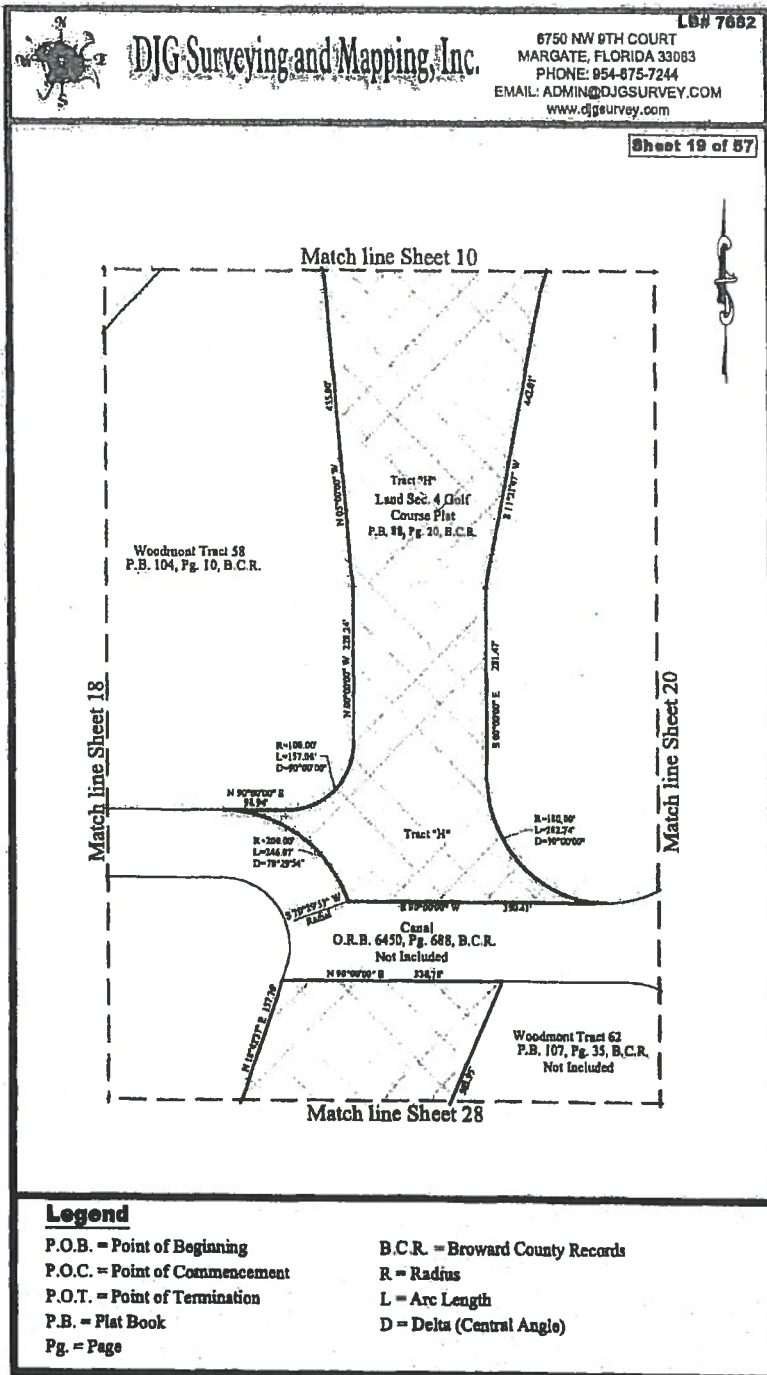
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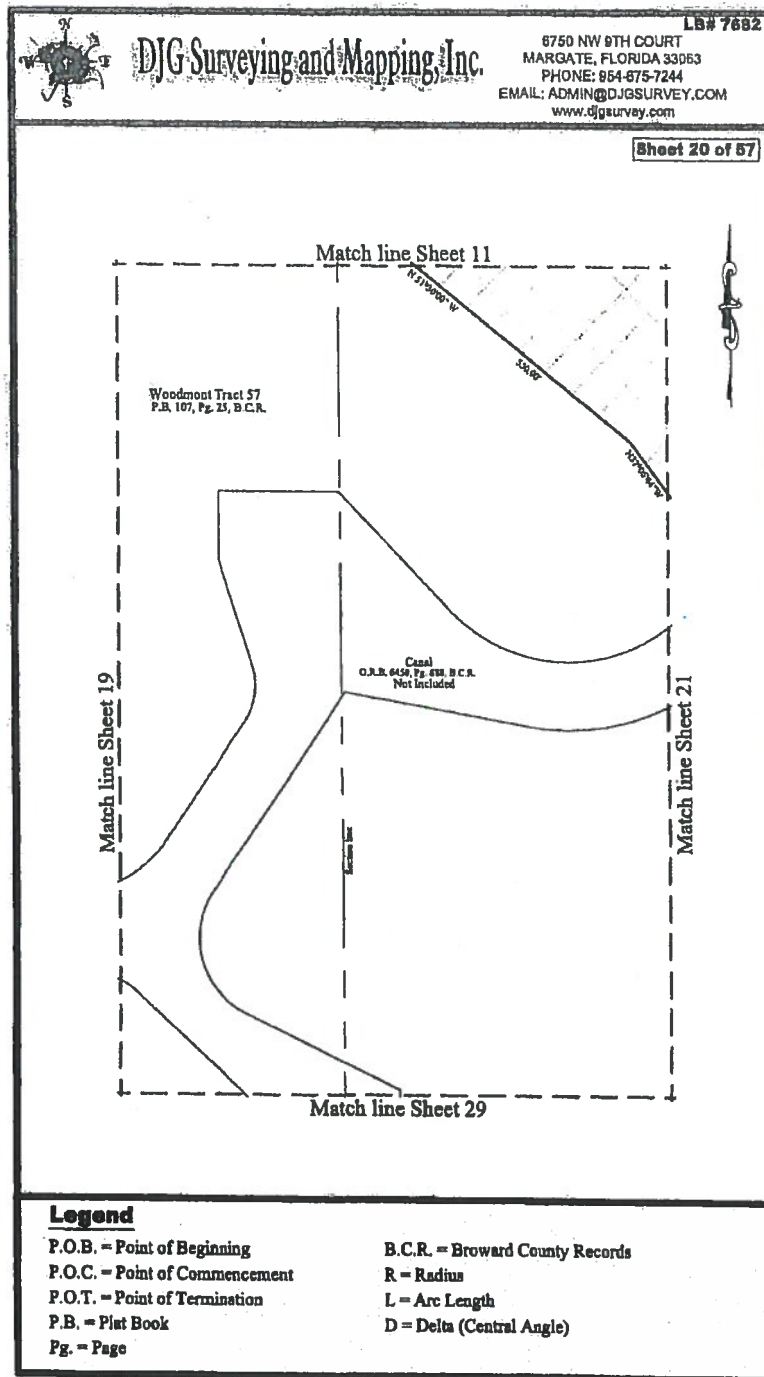
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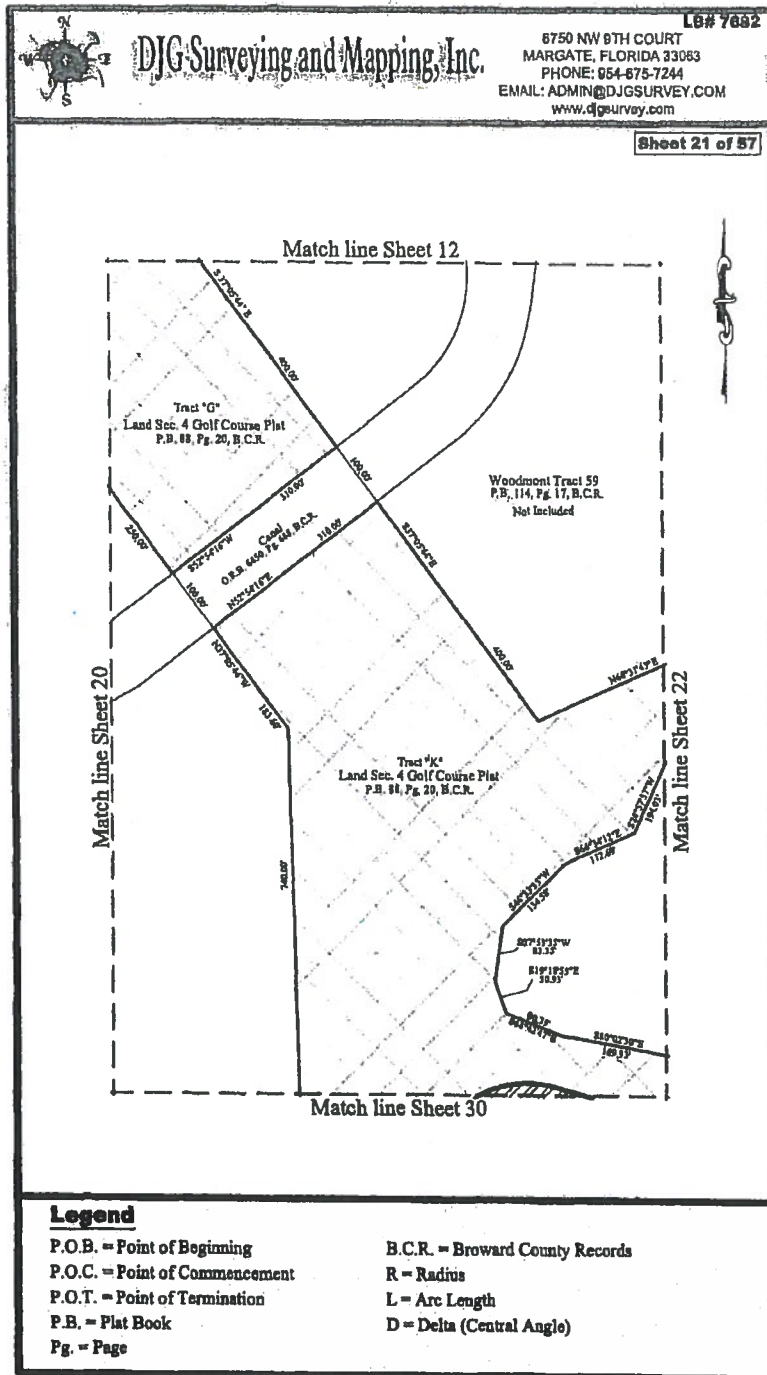
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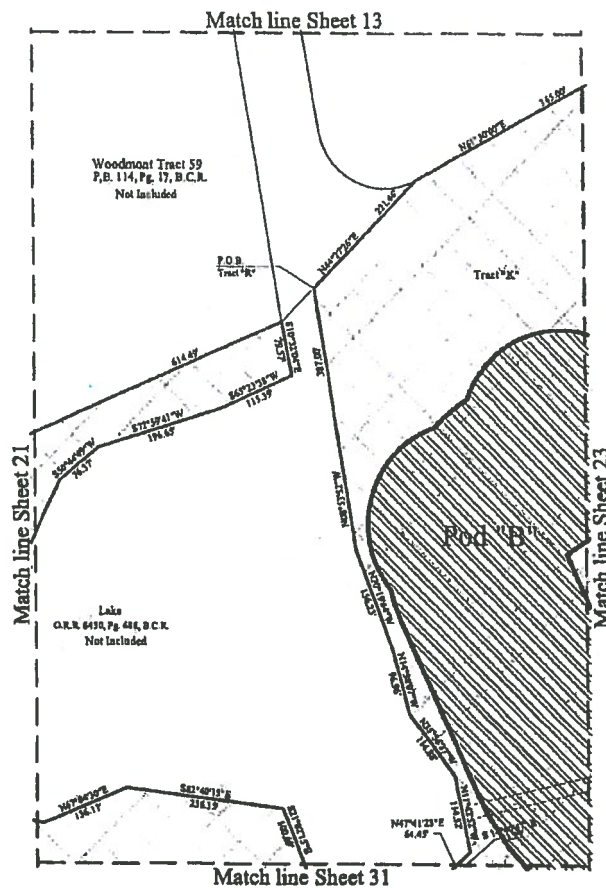


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EMAIL: ADMIN@DJGSURVEY.COM
www.djgsurvey.com

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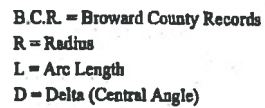
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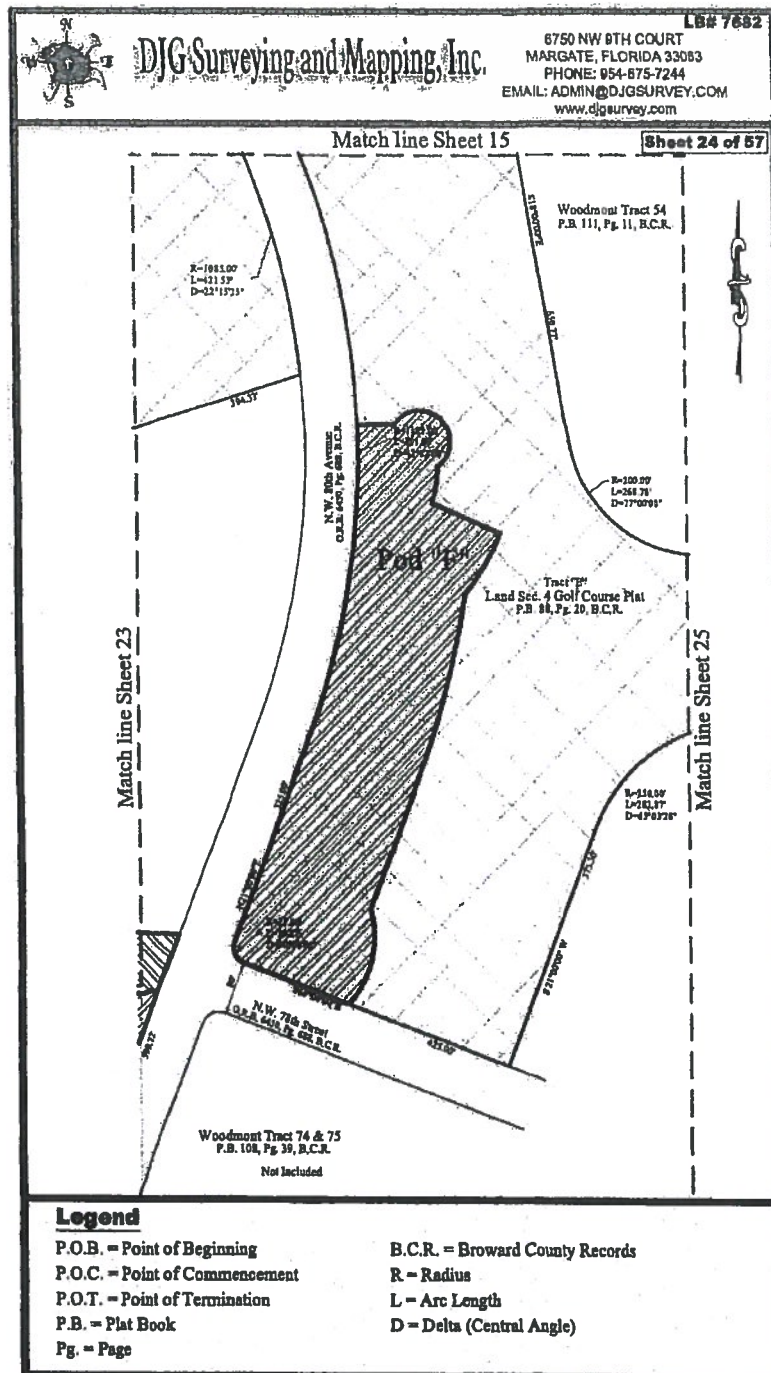


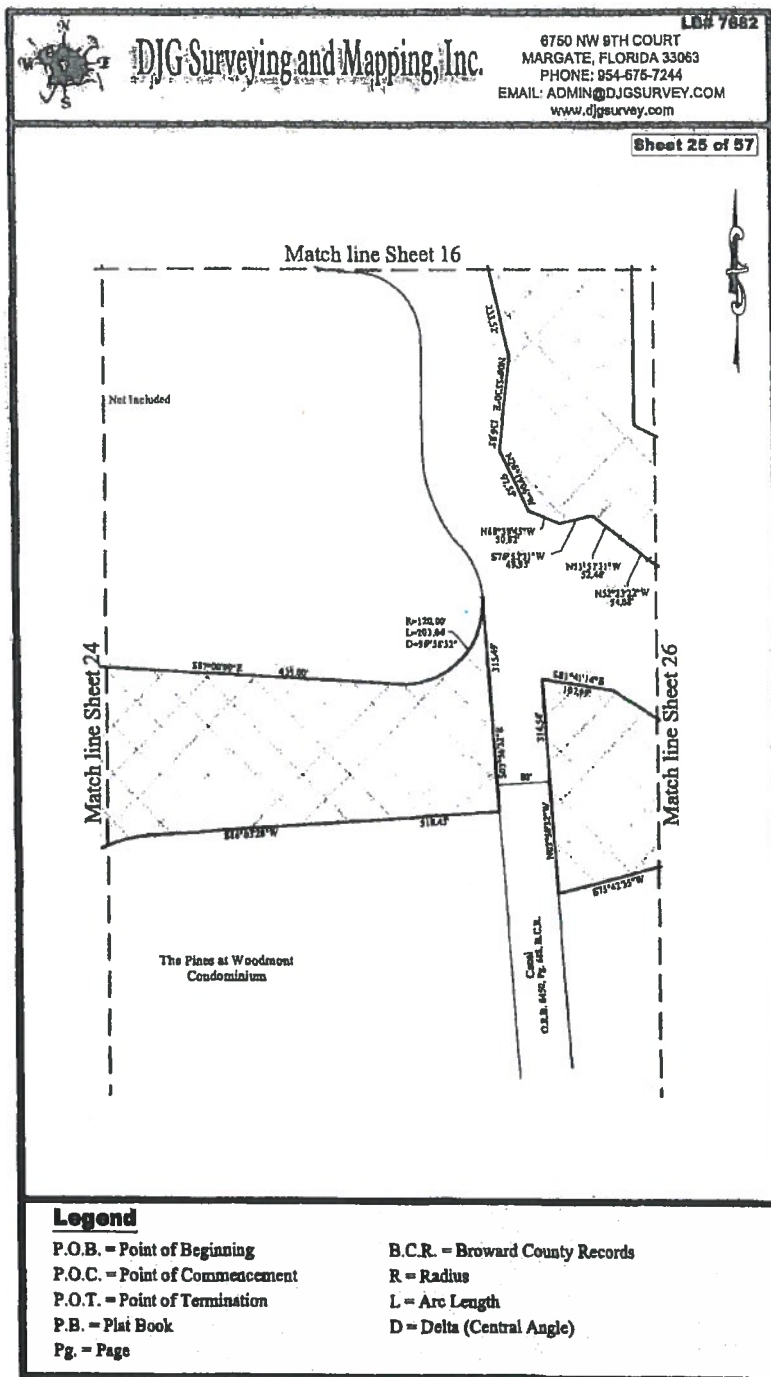
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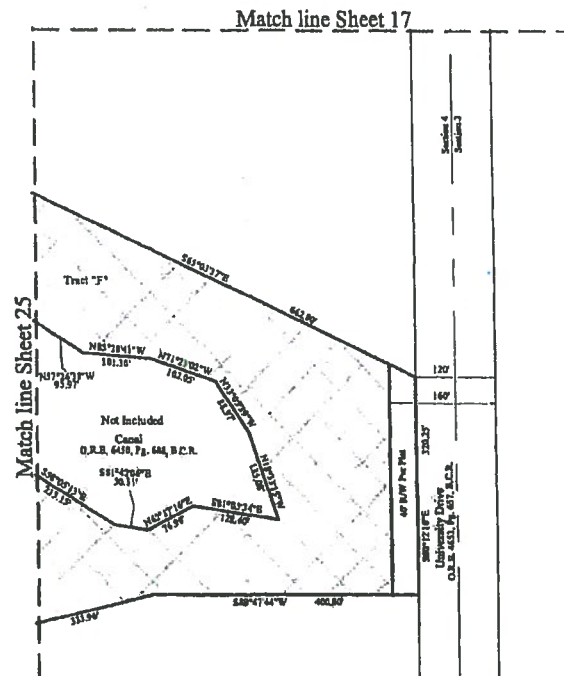






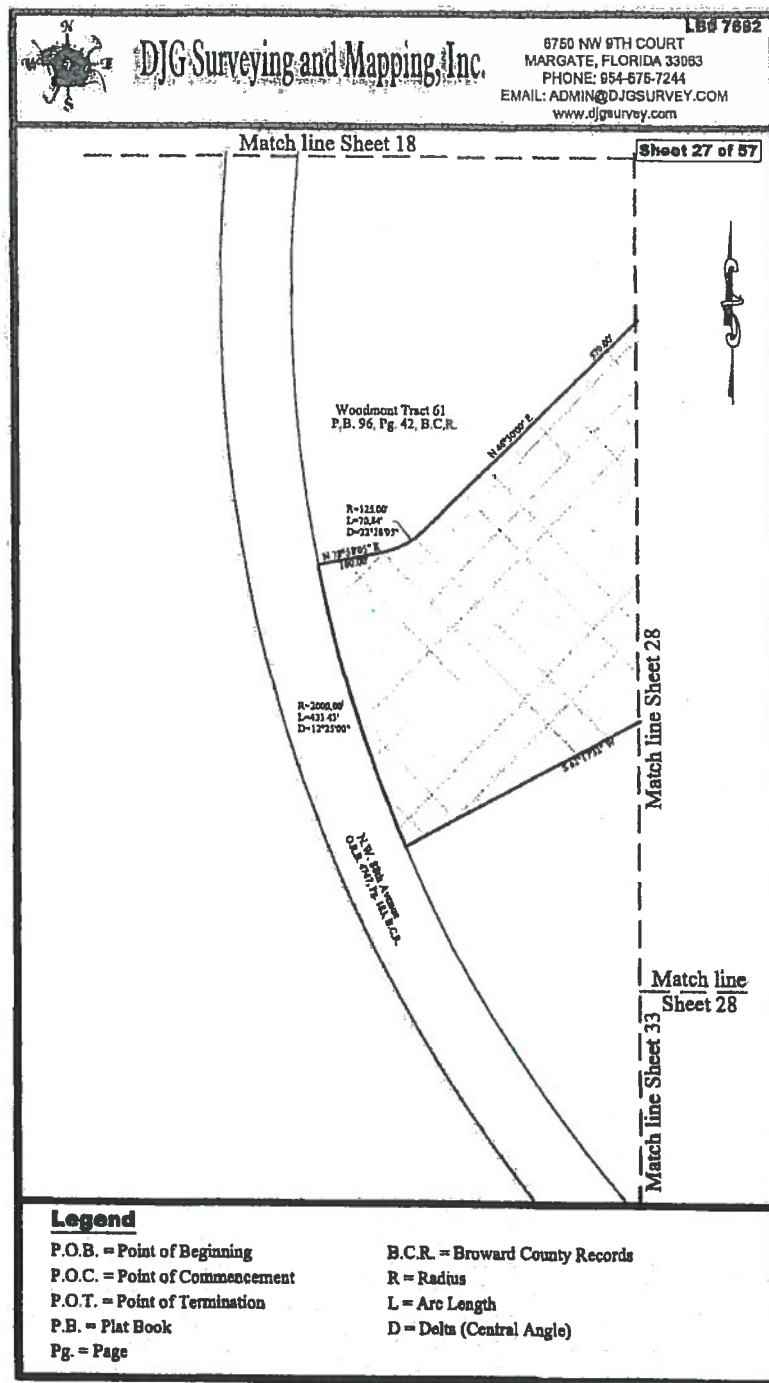

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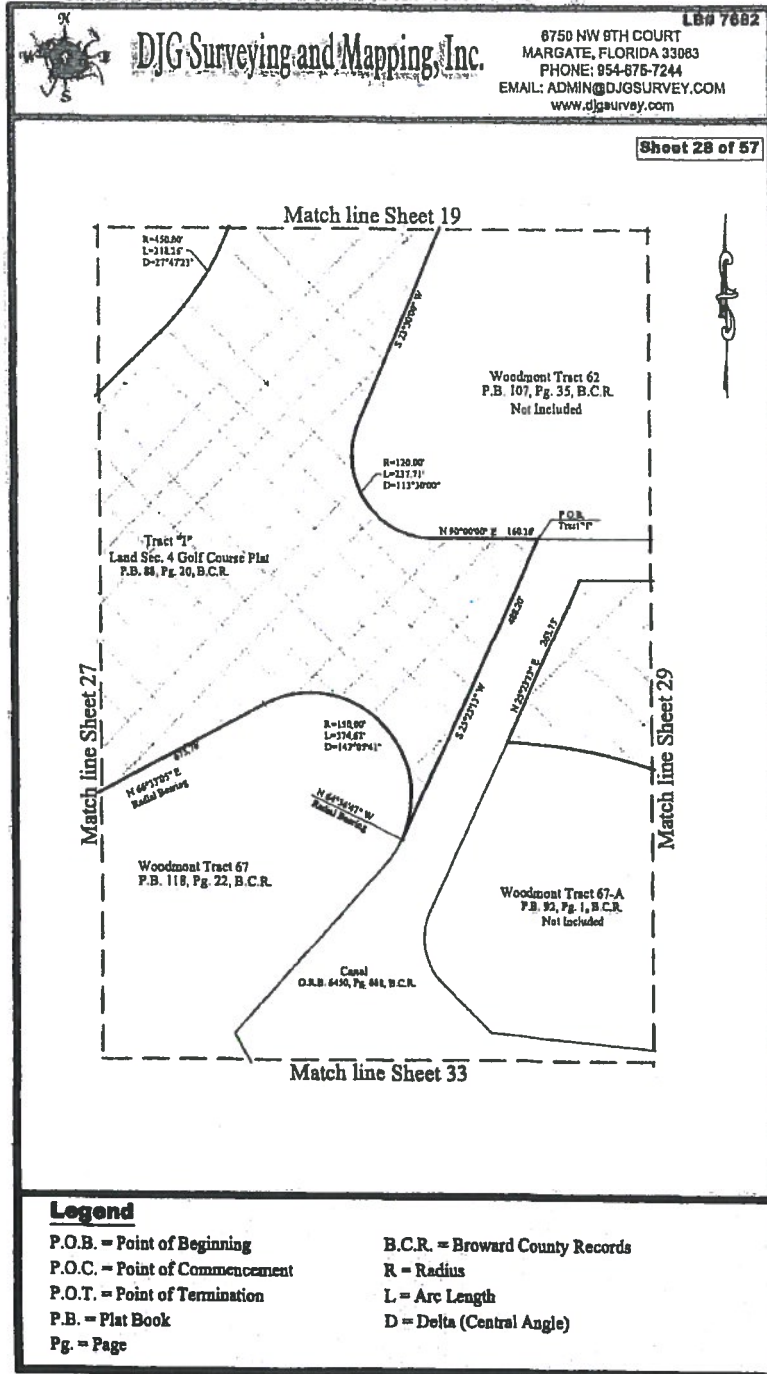
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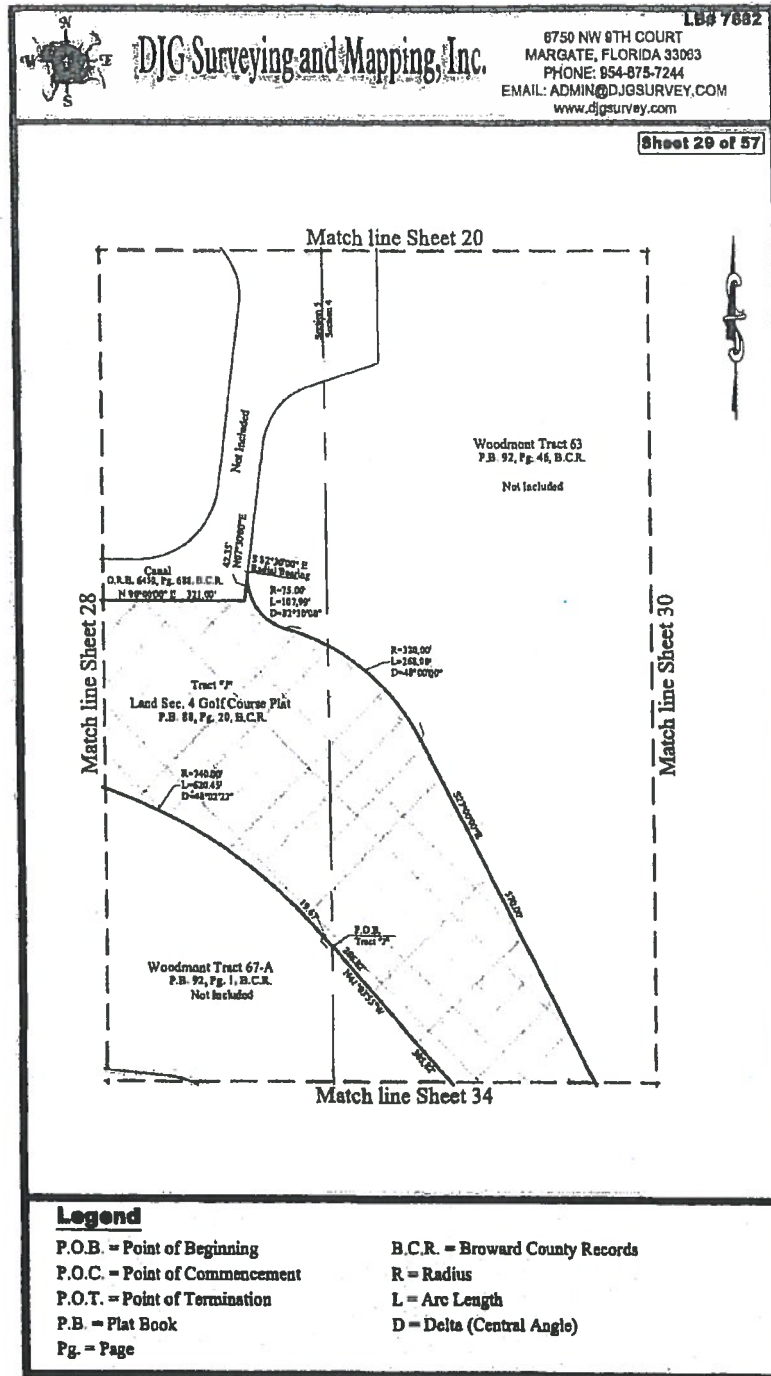
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Sheet 26 of 57

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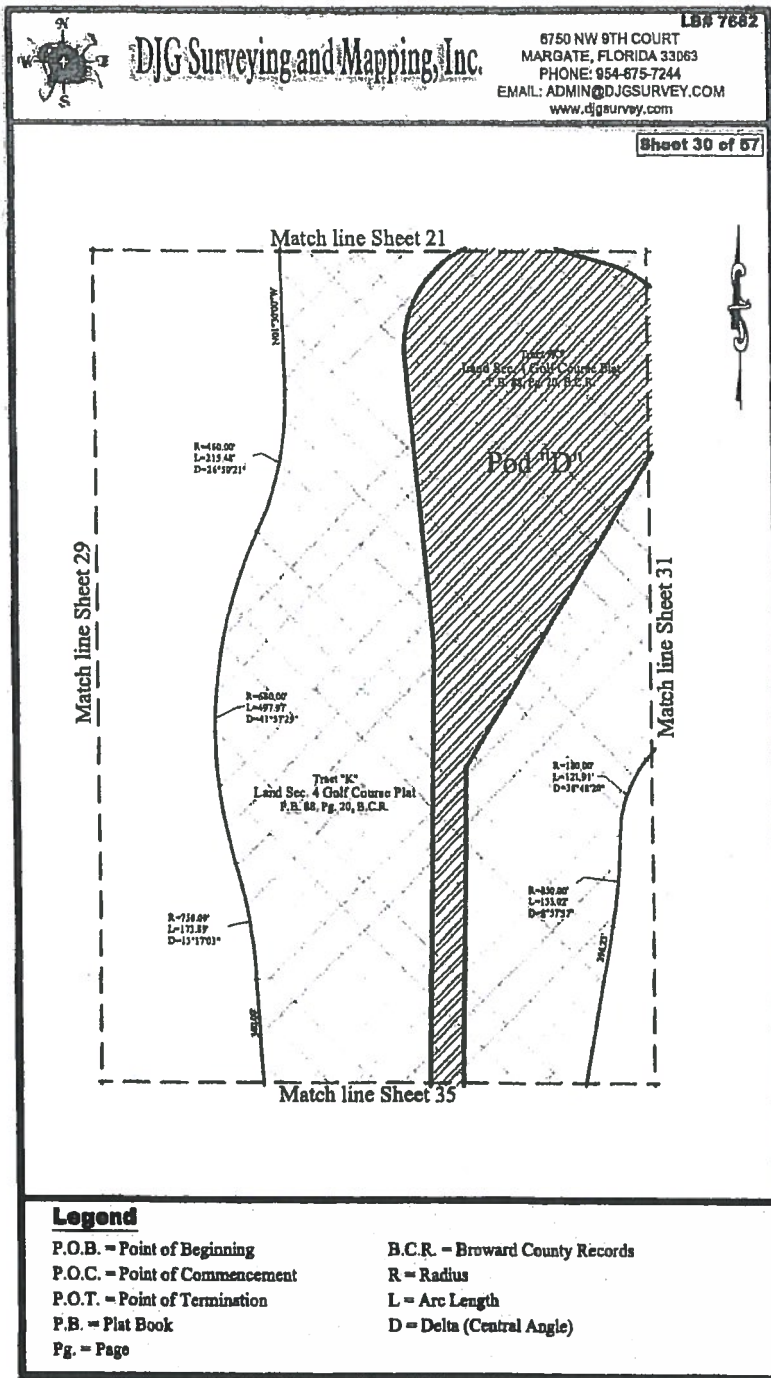
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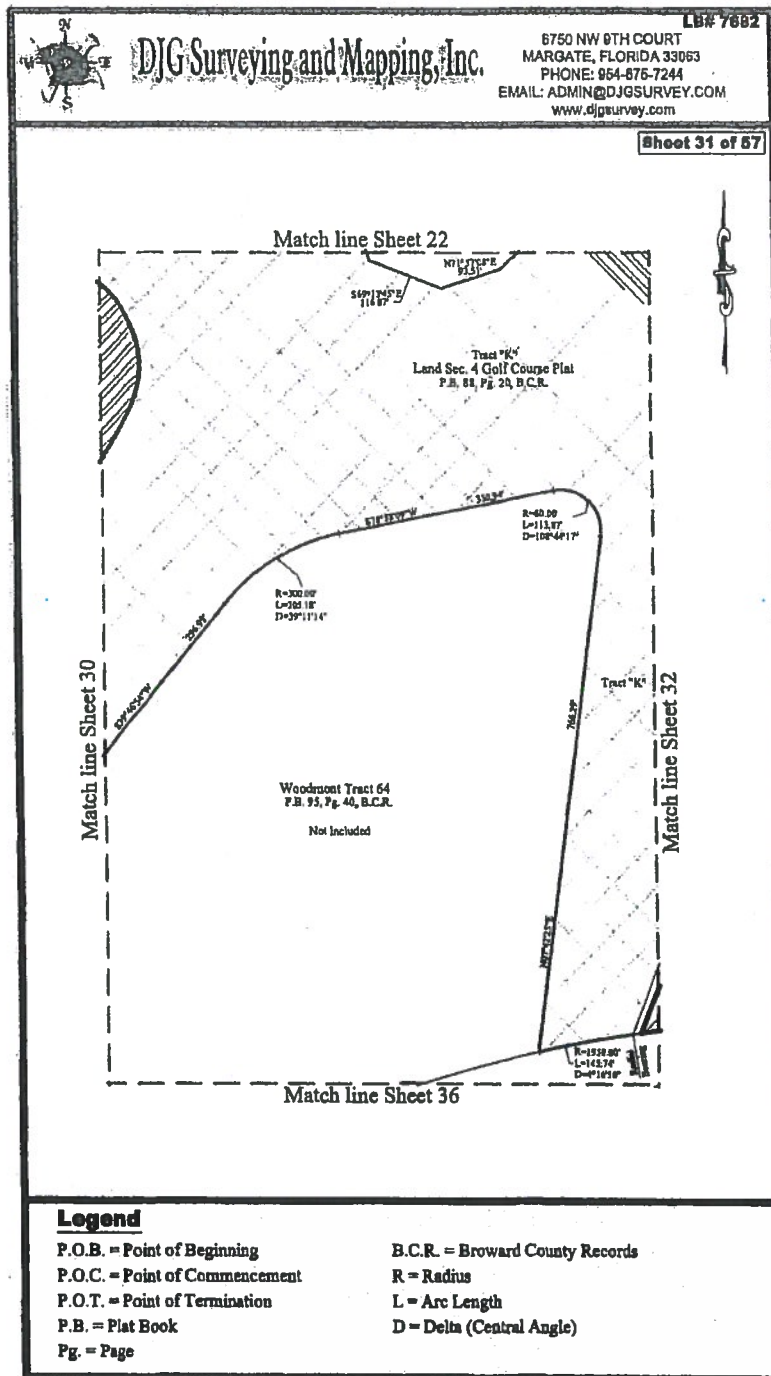
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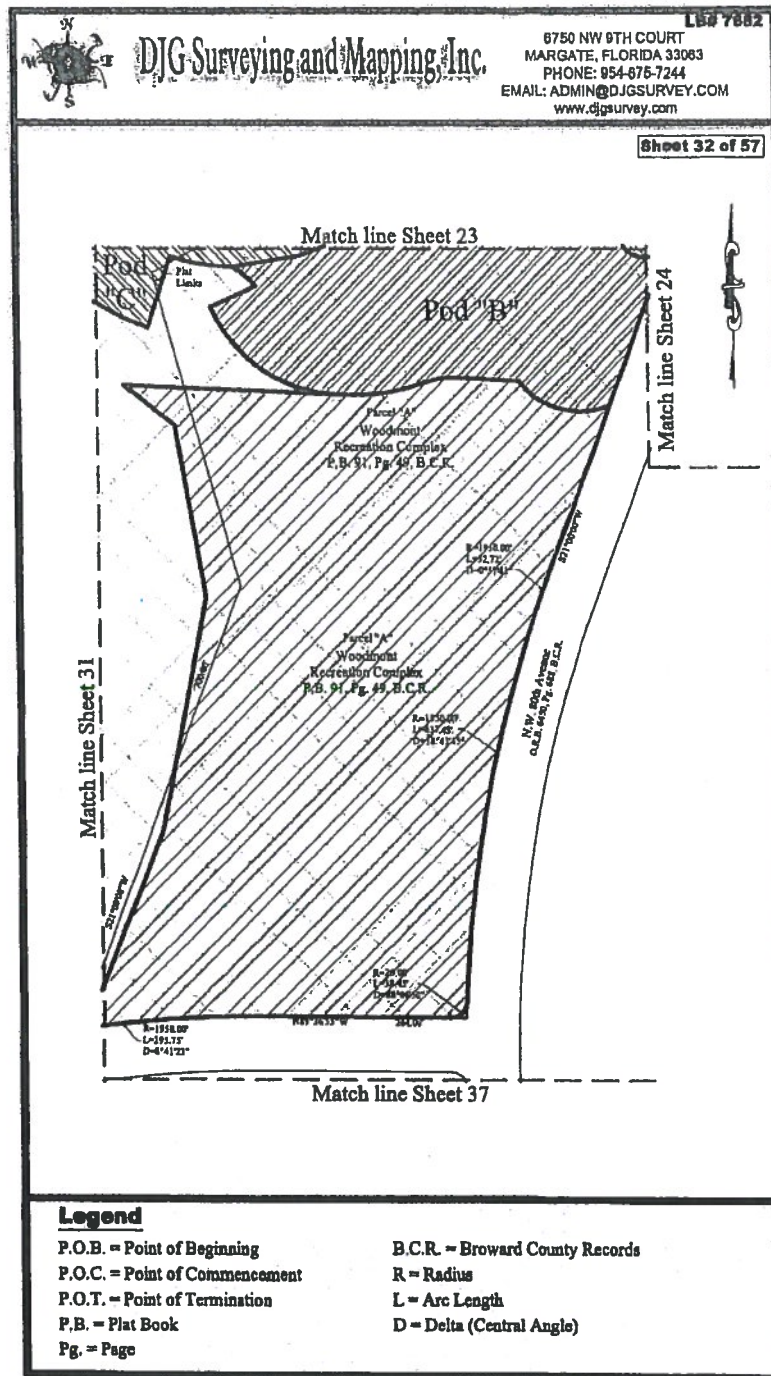


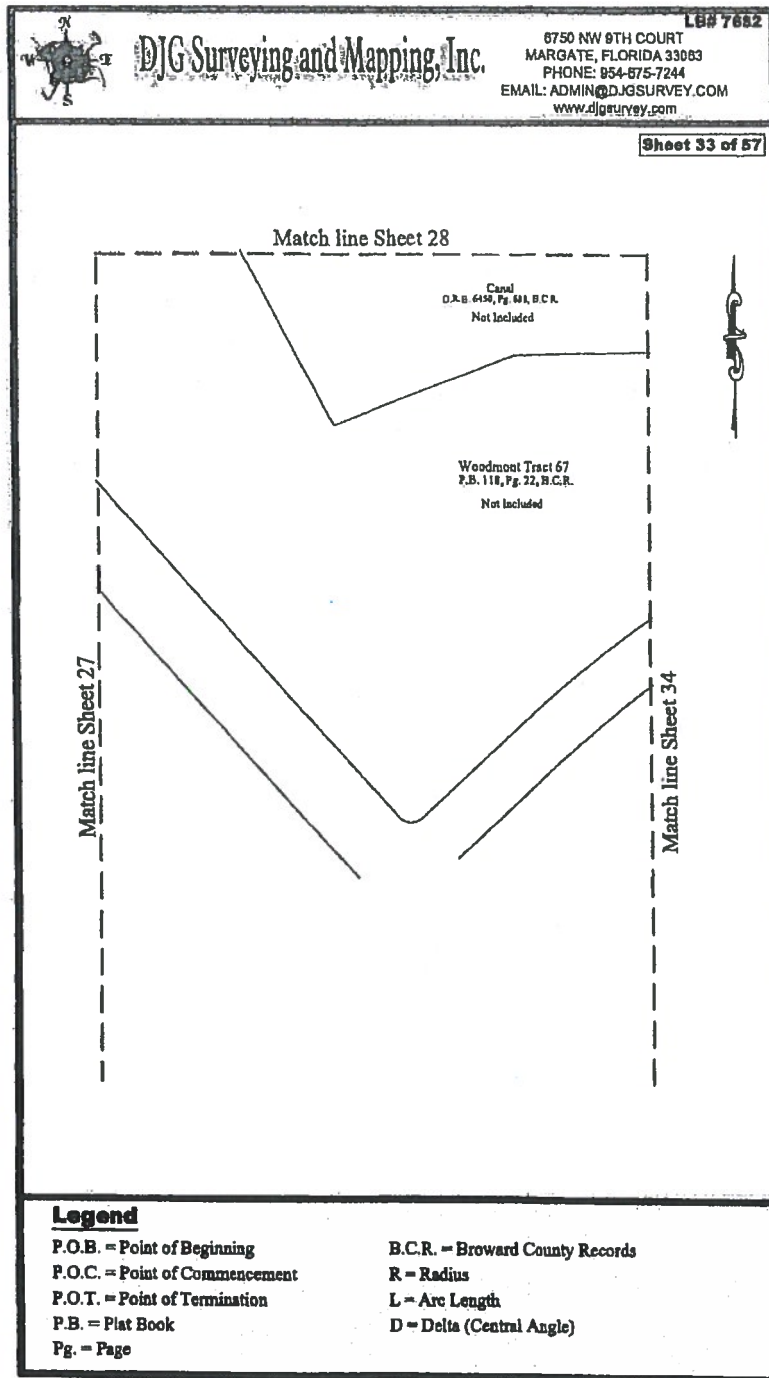


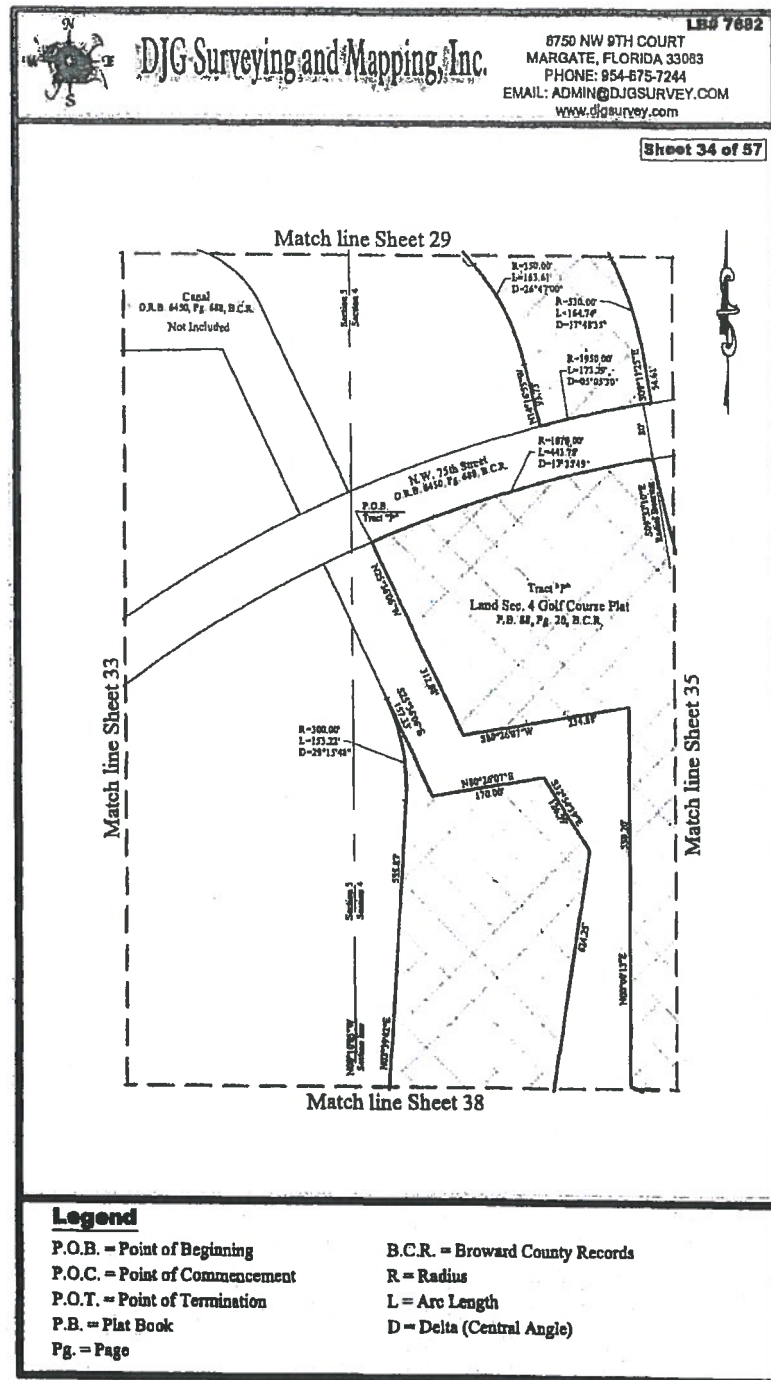








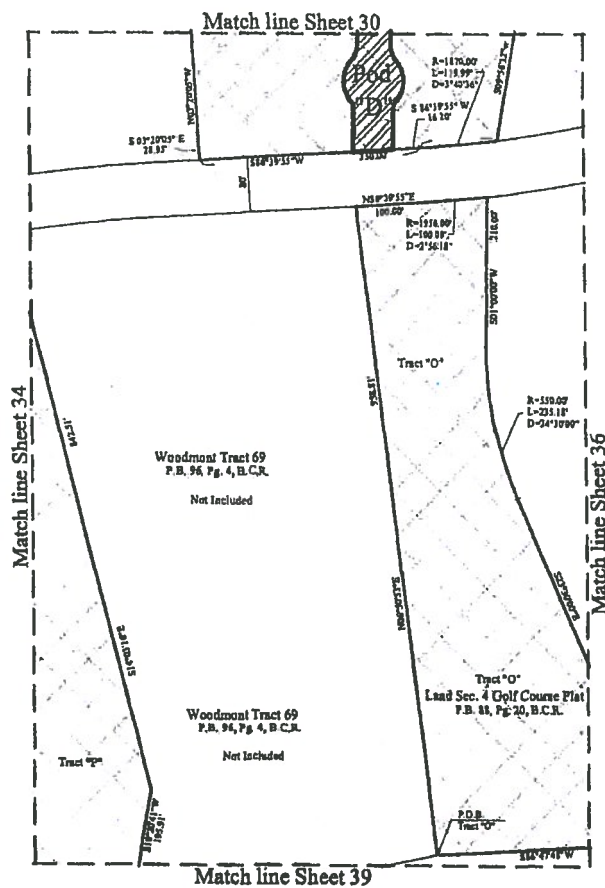




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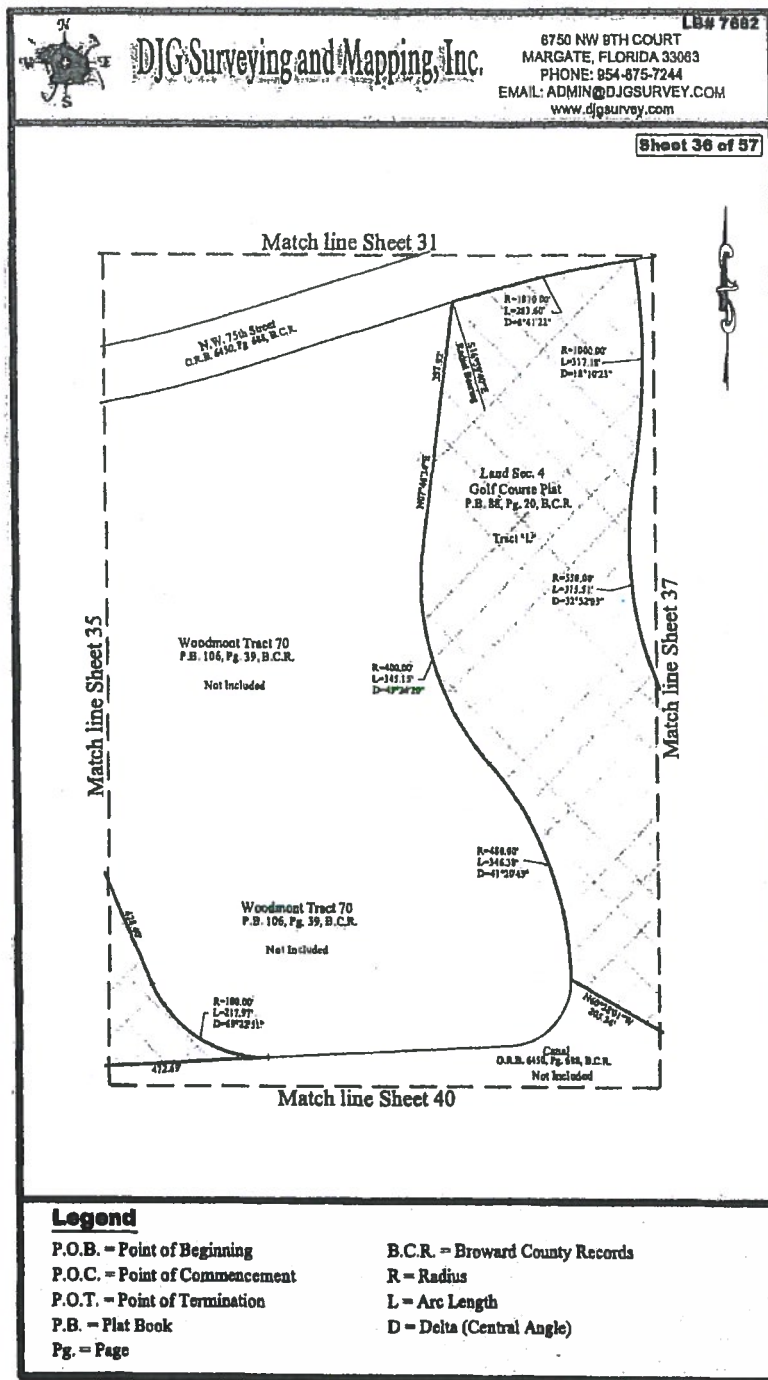
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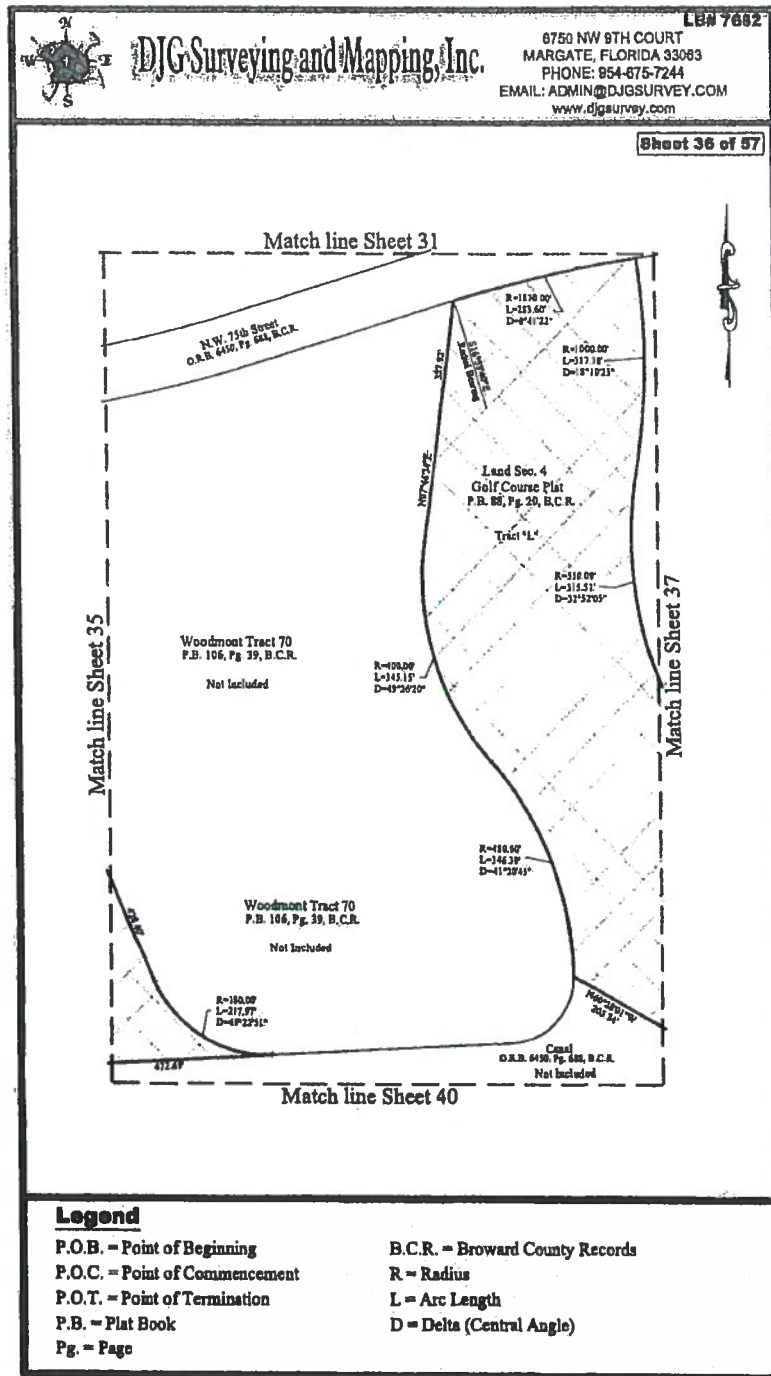
Sheet 35 of 57

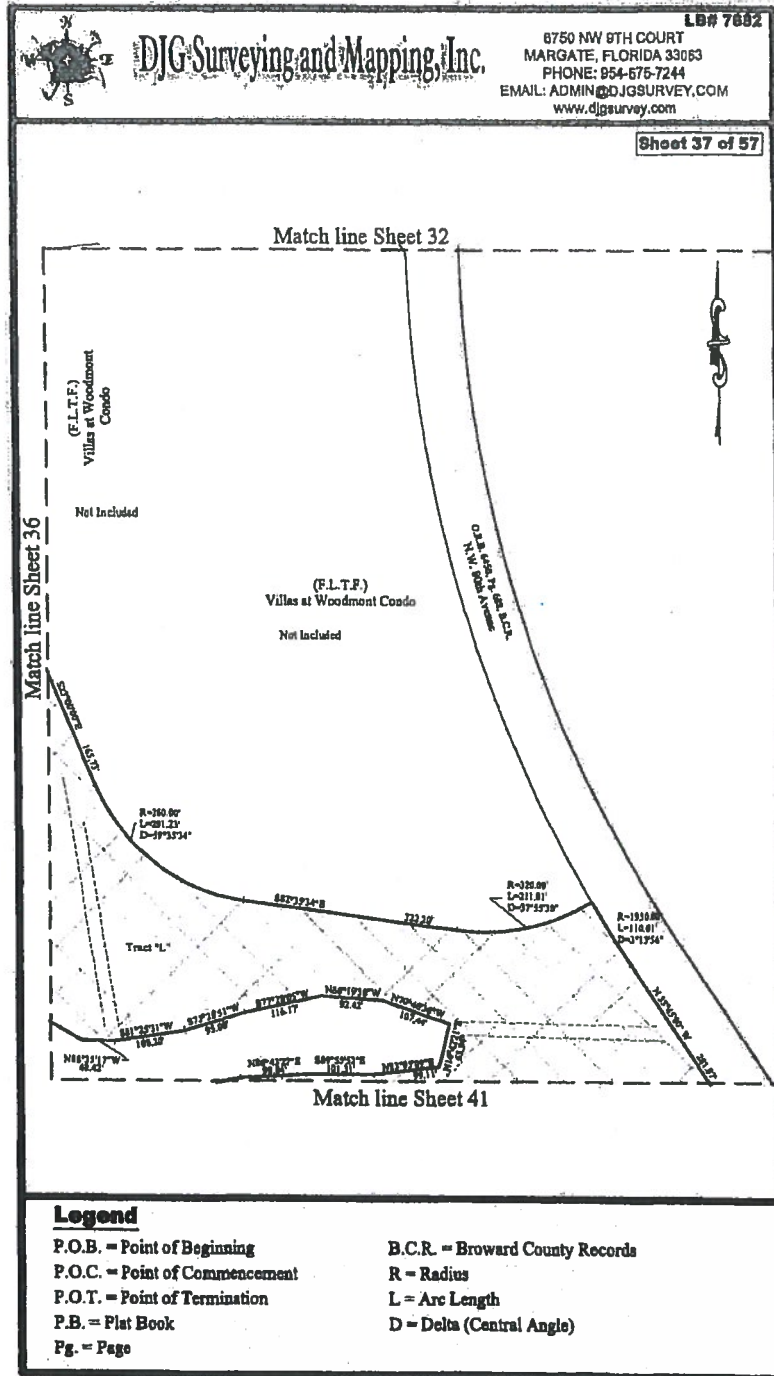


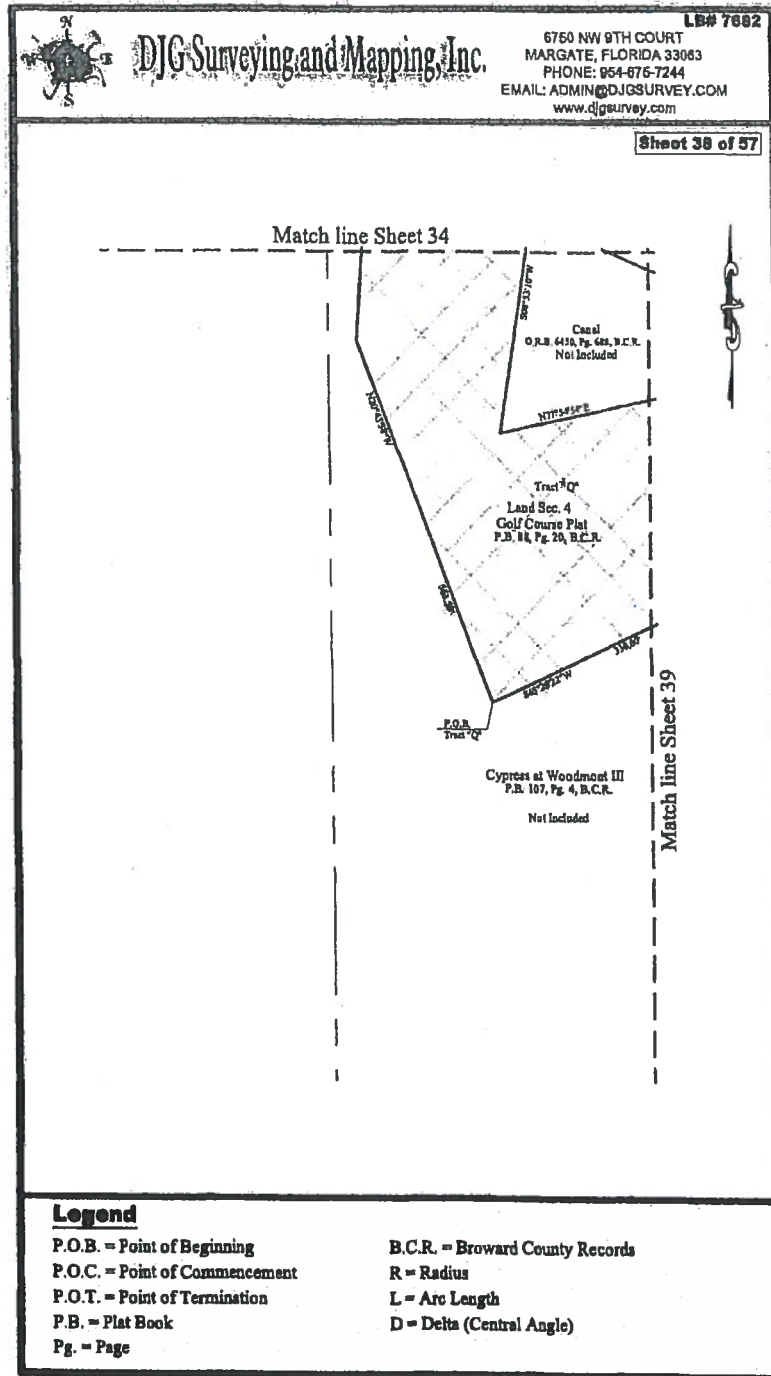
P.O.B. = Point of Beginning
P.O.C. = Point of Commencement
P.O.T. = Point of Termination
P.B. = Plat Book
Pg. = Page

B.C.R. = Broward County Records
R = Radius
L = Arc Length
D = Delta (Central Angle)





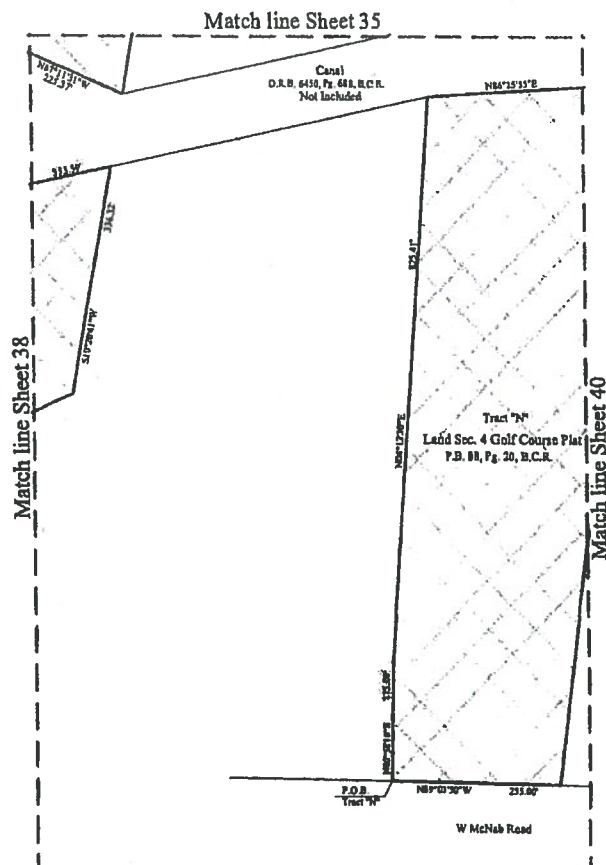




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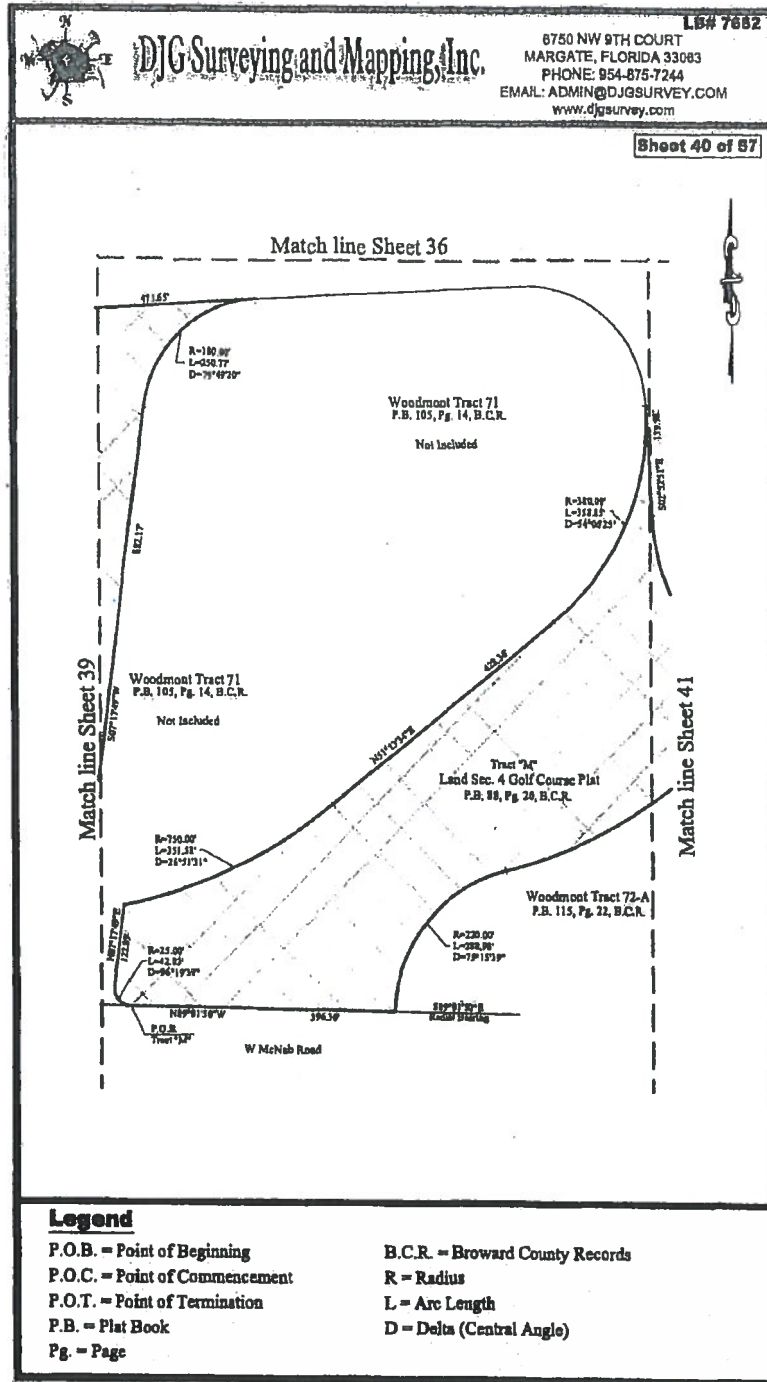
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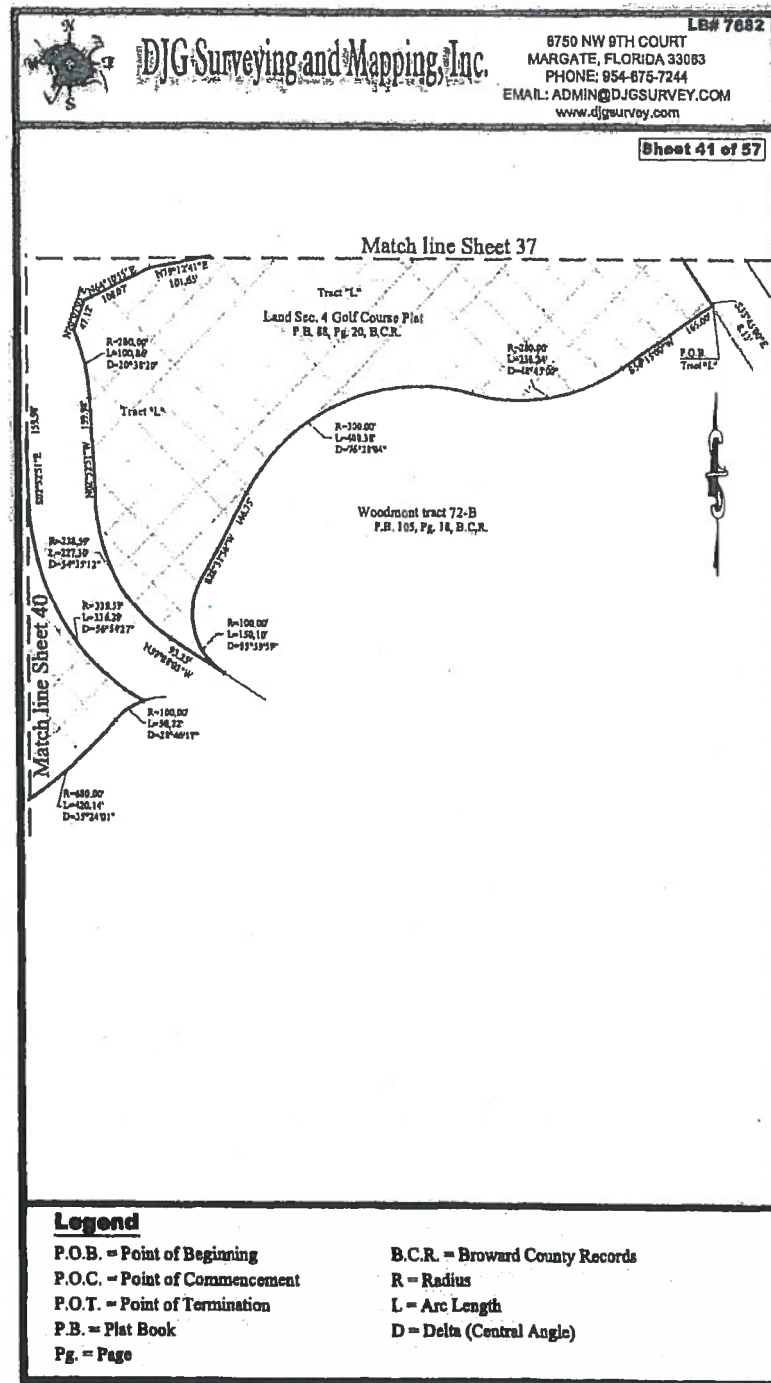
Sheet 39 of 57

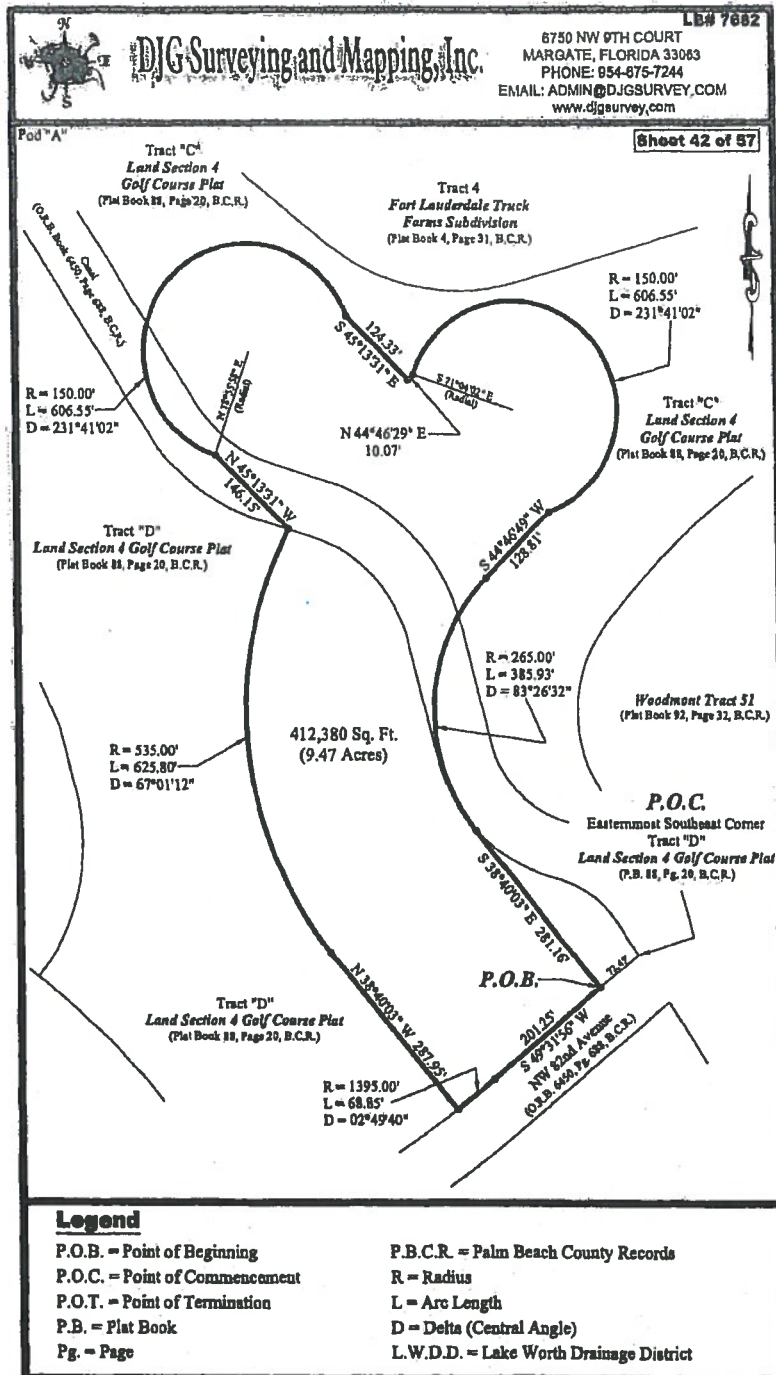


P.O.B. = Point of Beginning
P.O.C. = Point of Commencement
P.O.T. = Point of Termination
P.B. = Plat Book
Pg. = Page

B.C.R. = Broward County Records
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EMAIL: ADMIN@DJGSURVEY.COM
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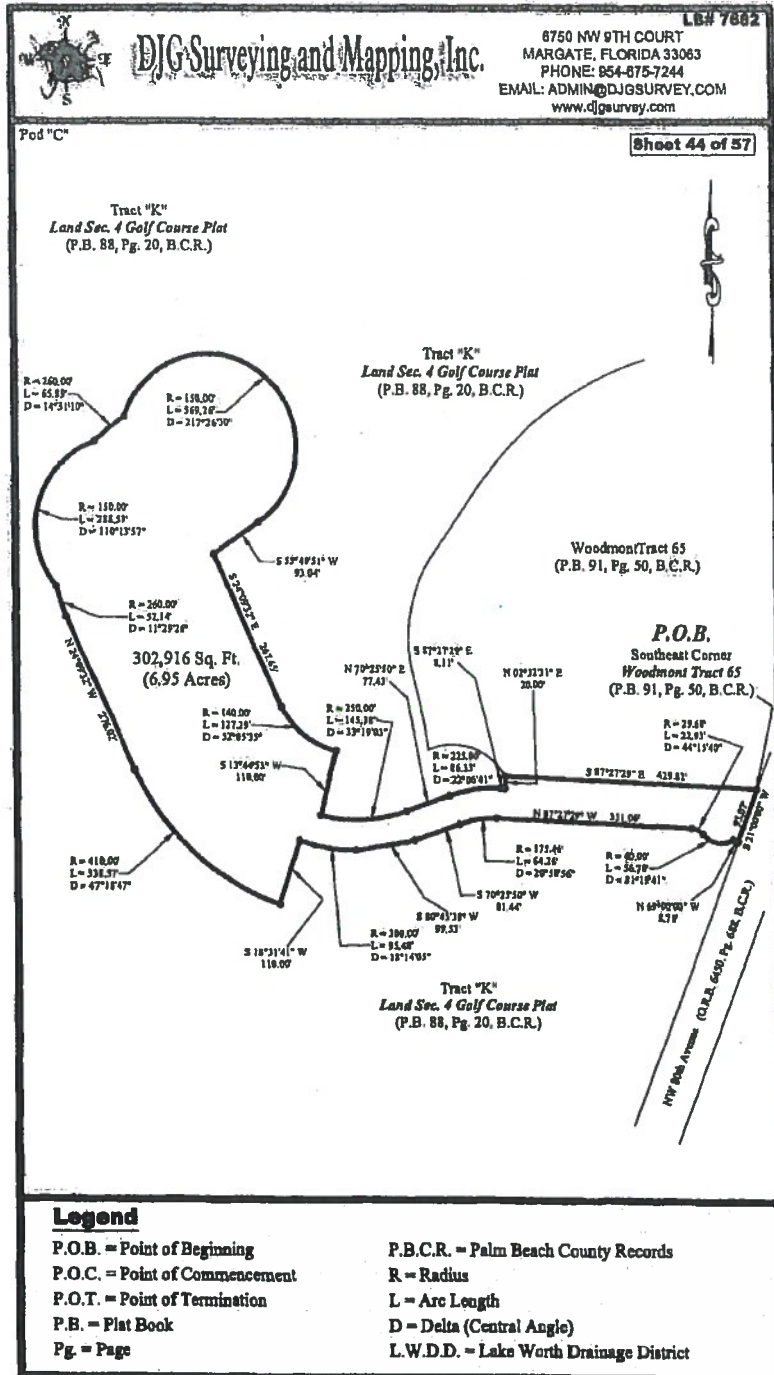
LB# 7682

Pod "B"

Sheet 43 of 57



P.B.C.R. = Palm Beach County Records
R = Radius
L = Arc Length
D = Delta (Central Angle)
L.W.D.D. = Lake Worth Drainage District

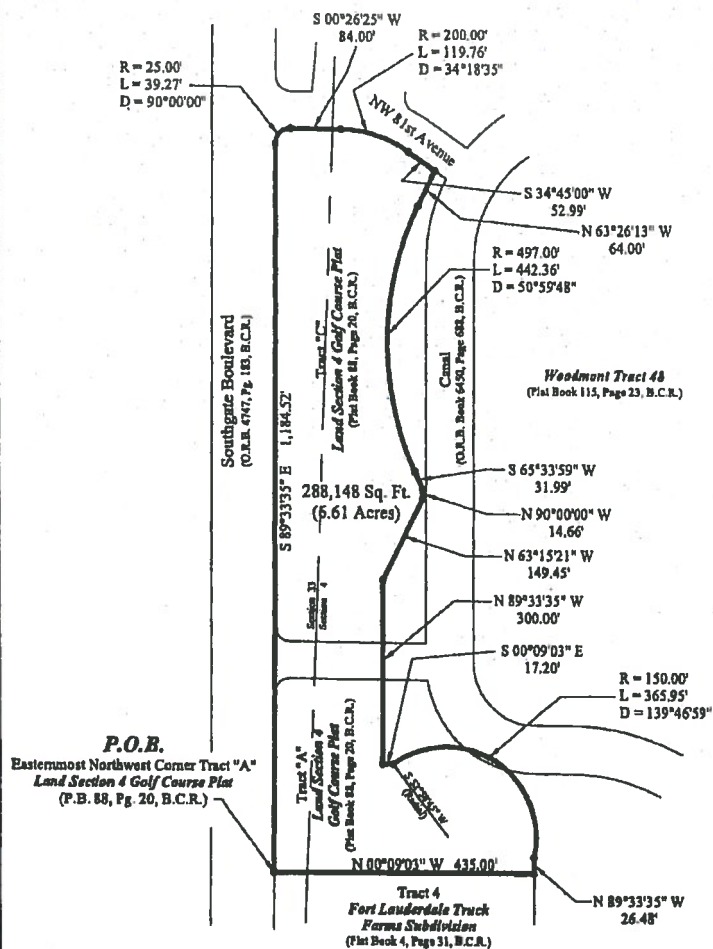



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 PHONE: 854-875-7244
 EMAIL: ADMIN@DJGSURVEY.COM
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Pod "E"

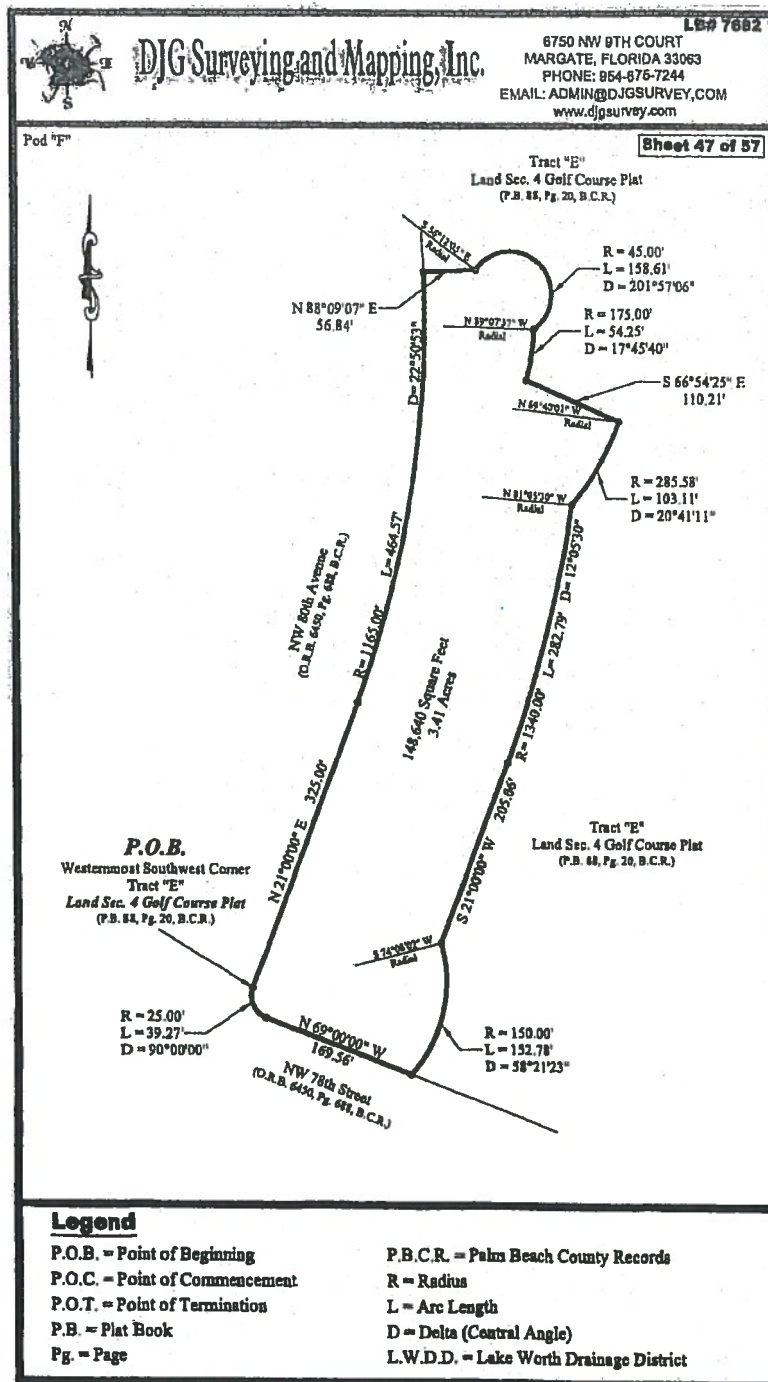
Sheet 45 of 57


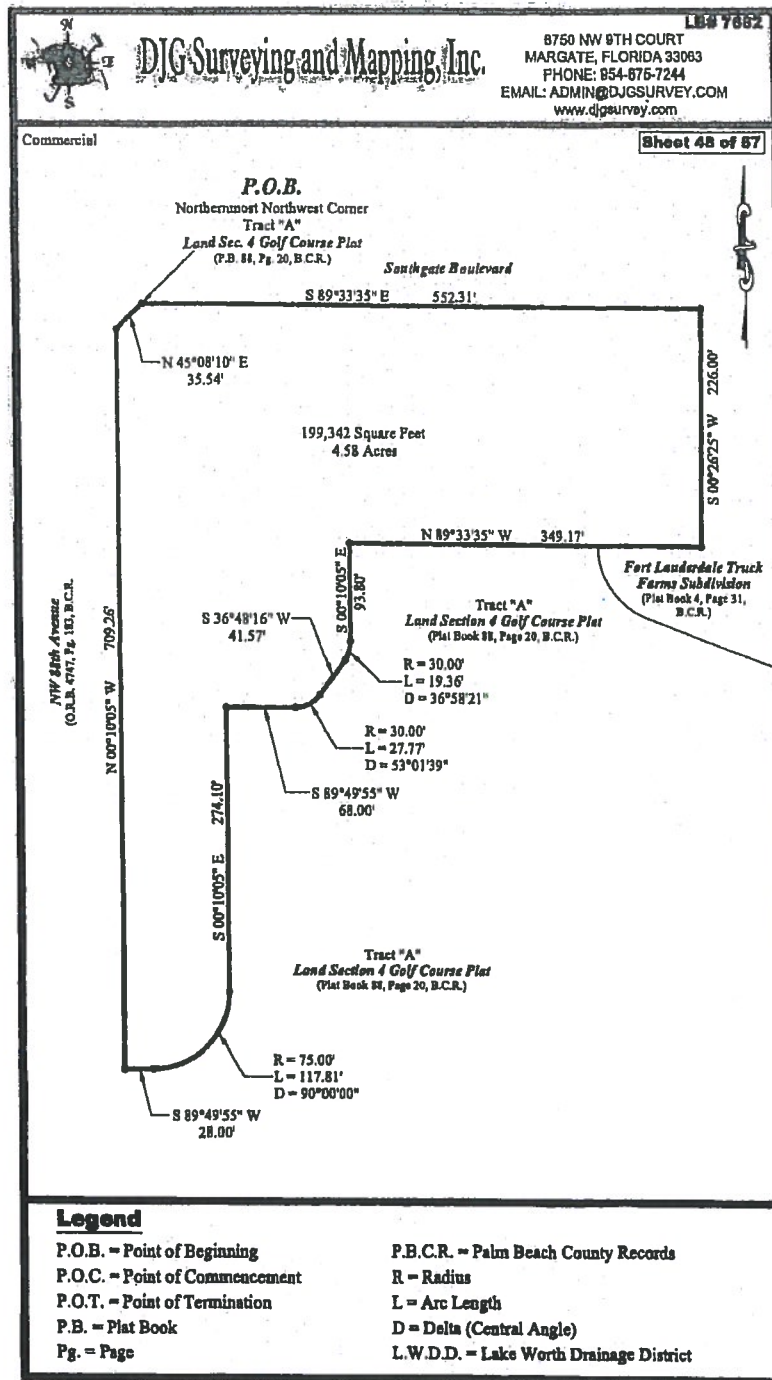
P.O.B.
 Easternmost Northwest Corner Tract "A"
 Land Section 4 Golf Course Plat
 (P.B. 88, Pg. 20, B.C.R.)

Legend

P.O.B. = Point of Beginning
 P.O.C. = Point of Commencement
 P.O.T. = Point of Termination
 P.B. = Plat Book
 Pg. = Page

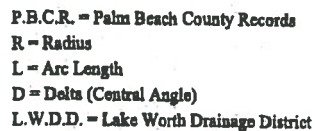
P.B.C.R. = Palm Beach County Records
 R = Radius
 L = Arc Length
 D = Delta (Central Angle)
 L.W.D.D. = Lake Worth Drainage District

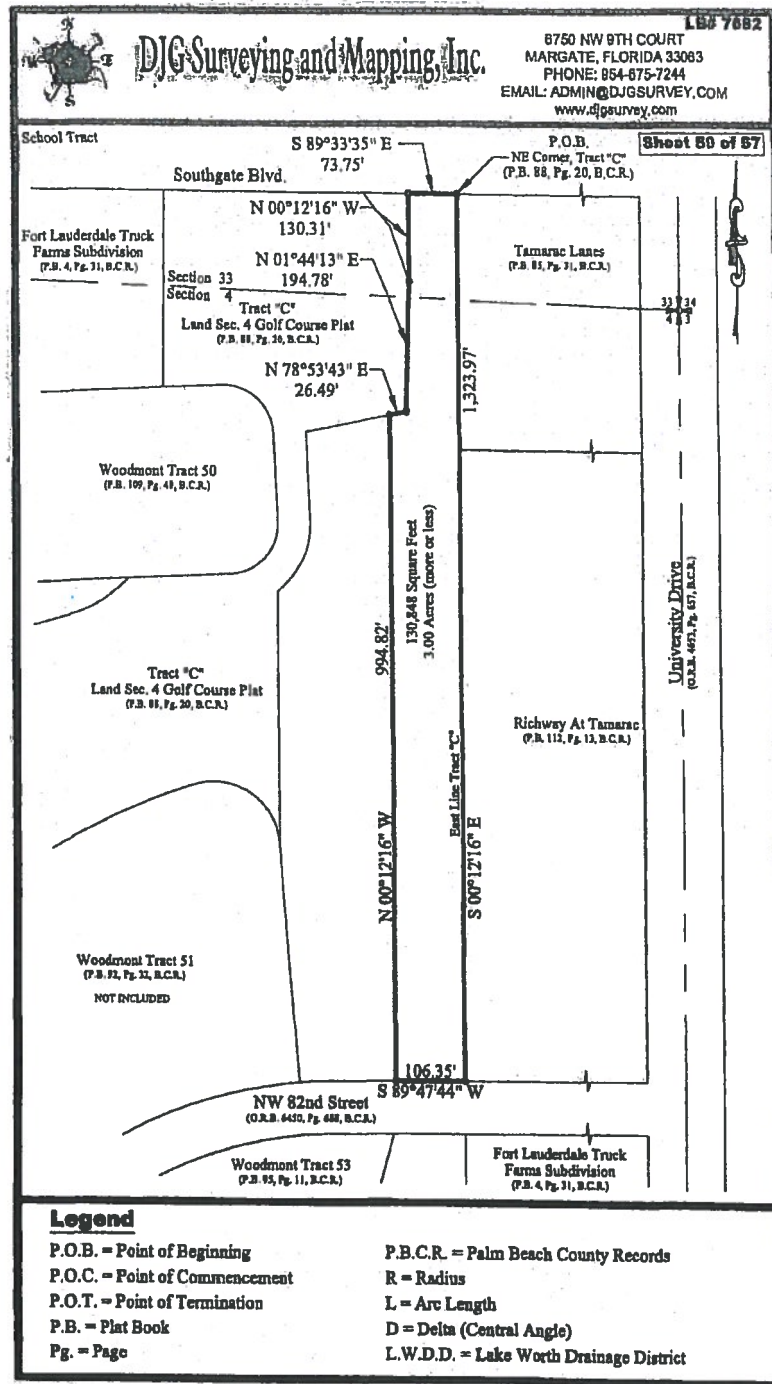




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 MARGATE, FLORIDA 33063
 PHONE: 954-875-7244
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LEGAL DESCRIPTION

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A portion of Tracts, A, B, and C, LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, described as follows:

Commencing at the Northwest corner of Section 4, Township 49 South, Range 41 East; thence North 00°10'05" West, along the West boundary of said Section 4, 6.33 feet to the POINT OF BEGINNING, said point also being on the South right-of-way line of Southgate Boulevard and the North boundary of said Tract A; thence South 89°33'35" East, along said South right-of-way line and North boundary, 506.18 feet; thence South 00°09'03" East, 389.13 feet; thence South 69°45'23" East, 379.53 feet; thence northeasterly along the arc of a tangent curve said curve being concave to the Northwest having a radius of 250.00 feet, a delta of 72°12'31", an arc distance of 315.09 feet; thence South 89°33'35" East, 400.00 feet; thence North 00°09'03" West, 435.00 feet to a point of intersection with said South right-of-way line of Southgate Boulevard and said North boundary of Tract A; thence South 89°33'35" East, along South right-of-way line and along the North boundary of said Tracts A and C, 1164.57 feet; thence Southeasterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 25.00 feet, a delta of 90°00'00", an arc distance of 39.27 feet; thence tangent to said curve South 00°26'25" West, 84.00 feet; thence southerly along the arc of a tangent curve, said curve being concave to the West having a radius of 200.00 feet, a delta of 34°18'35", an arc distance of 119.76 feet; thence tangent to said curve South 34°45'00" West, 75.55 feet to a point on the right-of-way line of that certain canal right-of-way recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point on the arc of a non-tangent curve (radial line thru said point bears South 28°35'58" West); thence northwesterly along said right-of-way line and along the arc of said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 28°09'31", an arc distance of 137.61 feet; thence tangent to said curve North 89°33'35" West, along said right-of-way line, 650.00 feet; thence southwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 180.00 feet, a delta of 90°00'00", an arc distance of 282.74 feet; thence tangent to said curve South 00°26'25" West, along said right-of-way line and along the East boundary of said Tract A, 72.90 feet; thence Southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 300.00 feet, a delta of 28°03'35", an arc distance of 146.92 feet; thence tangent to said curve South 28°30'00" West, along said right-of-way line and along said East boundary, 287.48 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 07°46'43" East); thence westerly along the arc of said curve being concave to the North having a radius of 330.00 feet, a delta of 3°18'02", an arc distance of 19.01 feet; thence tangent to said curve North 78°55'15" West, 39.26 feet; thence North 10°30'00" West, 160.87 feet; thence South 79°30'00" West, 478.61 feet; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 350.00 feet, a delta of 46°19'55", an arc distance of 283.03 feet; thence tangent to said curve North 54°10'05" West, 621.27 feet; thence Southwesterly along the arc of a tangent curve said curve being concave to the Southeast having a radius of 60.00 feet, a delta of 108°00'00", an arc distance of 113.10 feet; thence tangent to said curve South 17°49'55" West, 372.42 feet to a point of intersection with the West boundary of said Section 4; thence South 00°10'03" East, along said West boundary, 185.00 feet; thence South 84°10'03" East, 140.74 feet; thence easterly along the arc of a tangent curve, said curve being concave to the South having a radius of 300.00 feet, a delta of 26°00'00", an arc distance of 136.14 feet; thence tangent to said curve South 58°10'03" East, 775.64 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South 68°39'54" East); thence southwesterly along the arc of said curve being concave to the Southwest having a radius of 240.00 feet, a delta of 73°22'4", an arc distance of 31.58 feet; thence tangent to said curve South 13°47'42" West, 10.01 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 25.00 feet, a delta of 89°26'33", an arc distance of 41.65 feet to a point of intersection with the northerly right-of-way line of N.W. 81st Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point of compound curvature; thence westerly along said northerly right-of-way line and along the arc of a tangent curve being concave to the North having a radius of 1395.00 feet, a delta of 0°43'43", an arc distance of 17.74 feet; thence tangent to said curve North 70°02'03" West, along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 1270.00 feet, a delta of 19°30'09", an arc distance of 432.29 feet; thence tangent to said curve North 89°32'12" West, along said right-of-way line, 206.15 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 25.00 feet, a delta of 102°10'28", an arc distance of 44.58 feet to a point of reverse curvature, said point also being on the East right-of-way line of N.W. 88th Avenue, as recorded in Official Records Book 4747, Page 183, of the Public Records of Broward County, Florida; thence northerly along said right-of-way line (said line also being the West boundary of said Tract A), and along the arc of a tangent curve, said curve being concave to the West having a radius of 1053.00 feet, a delta of 12°48'21", an arc distance of 235.33 feet; thence tangent to said curve North 00°10'03" West, along said West boundary of Tract A, 969.69 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 90°36'30", an arc distance of 39.54 feet to a point on said South right-of-way line of Southgate Boulevard; thence South 89°33'35" East, along said South right-of-way line, 171.74 feet to the POINT OF BEGINNING.

TOGETHER WITH

A portion of Tract C of said LAND SEC. 4 GOLF COURSE PLAT and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, described as follows:

BEGINNING at the most northeasterly corner of said Tract C; thence South 00°17'16" East, along the East boundary of said Tract C, 1323.97 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South 89°47'44" West, along said northerly right-of-way line and along the South boundary of said Tract C, 200.00 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 680.00 feet, a delta of 4°26'38", an arc distance of 52.81 feet to the Southeast corner of WOODMONT TRACT 51, according to the Plat thereof, as recorded in Plat Book 52, Page 32, of the Public Records of Broward County, Florida; thence North 04°39'14" West, along the easterly boundary of said WOODMONT TRACT 51, 361.86 feet; thence northwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of 102°20'46", an arc distance of 178.63 feet to a point of compound curvature; thence southwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 1000.00 feet, a delta of 35°30'00", an arc distance of 619.59 feet to a point of compound curvature; thence southerly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet, a delta of 70°00'00", an arc distance of 244.35 feet; thence tangent to said curve South 32°30'00" East, along said boundary of WOODMONT TRACT 51, 171.20 feet to a point of cusp;


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thence northwesterly along the boundary of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, and along the arc of a tangent curve, said curve being concave to the Southwest and having a radius of 230.00 feet, a delta of $43^{\circ}32'56''$, an arc distance of 174.82 feet to a point of reverse curvature; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Northeast having a radius of 150.00 feet, a delta of $62^{\circ}02'56''$, an arc distance of 162.44 feet thence tangent to said curve North $14^{\circ}00'00''$ West, along said right-of-way line, 169.36 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Southwest having a radius of 280.00 feet, a delta of $59^{\circ}00'00''$, an arc distance of 288.33 feet; thence tangent to said curve North $73^{\circ}00'00''$ West, along said right-of-way line, an arc distance of 80.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 200.00 feet, a delta of $41^{\circ}00'00''$, an arc distance of 143.12 feet; thence tangent to said curve North $32^{\circ}00'00''$ West, along said right-of-way line, 630.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 280.00 feet, a delta of $17^{\circ}06'01''$, an arc distance of 83.37 feet; thence North $34^{\circ}45'00''$ East, 75.55 feet; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 260.00 feet, a delta of $7^{\circ}03'03''$, an arc distance of 32.00 feet to a point of reverse curvature; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of $79^{\circ}53'45''$, an arc distance of 34.86 feet; thence tangent to said curve South $72^{\circ}24'17''$ East, 31.18 feet; thence southeasterly along the arc of a tangent curve being concave to the Northeast having a radius of 730.00 feet, a delta of $3^{\circ}37'17''$, an arc distance of 46.14 feet; thence South $09^{\circ}26'25''$ West, 31.39 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet, a delta of $27^{\circ}11'35''$, an arc distance of 94.92 feet; thence North $89^{\circ}31'28''$ East, 162.02 feet; thence easterly along the arc of a tangent curve being concave to the South having a radius of 400.00 feet, a delta of $42^{\circ}43'43''$, an arc distance of 298.30 feet to a point of reverse curvature; thence southeasterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 540.00 feet, a delta of $44^{\circ}48'43''$, an arc distance of 422.34 feet; thence tangent to said curve North $87^{\circ}26'25''$ East, 535.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 75.00 feet, a delta of $90^{\circ}00'00''$, an arc distance of 117.81 feet; thence tangent to said curve North $02^{\circ}33'35''$ West, 130.00 feet; thence Northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 75.00 feet, a delta of $90^{\circ}00'00''$, an arc distance of 117.81 feet; thence tangent to said curve South $87^{\circ}26'25''$ West, 335.00 feet; thence Northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 250.00 feet, a delta of $43^{\circ}00'00''$, an arc distance of 193.13 feet to a point of reverse curvature; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 700.00 feet, a delta of $41^{\circ}19'36''$, an arc distance of 504.90 feet to a point of reverse curvature; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 565.00 feet, a delta of $18^{\circ}28'53''$, an arc distance of 182.25 feet; thence North $84^{\circ}23'11''$ West, 79.51 feet; thence North $00^{\circ}26'25''$ East, 35.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of $90^{\circ}00'00''$, an arc distance of 39.27 feet to a point on the South right-of-way line of Southgate Boulevard; thence tangent to said curve South $89^{\circ}33'35''$ East, along the said South right-of-way, 1775.00 feet to the POINT OF BEGINNING.

ALSO TOGETHER WITH

A portion of Tract D of said LAND SEC. 4 GOLF COURSE PLAT and a portion of said FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, described as follows:

Beginning at the most southwesterly corner of said Tract D; thence North $14^{\circ}00'13''$ East, along the West boundary of said Tract D and along the right-of-way line of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, 40.24 feet; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 100.00 feet, a delta of $92^{\circ}47'07''$, an arc distance of 161.94 feet to a point of reverse curvature; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 180.00 feet, a delta of $78^{\circ}17'21''$, an arc distance of 245.95 feet; thence tangent to said curve North $28^{\circ}30'00''$ East, 425.78 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North $01^{\circ}47'58''$ West); thence northeasterly along the arc of said curve being concave to the Northwest having a radius of 390.00 feet, a delta of $18^{\circ}12'02''$, an arc distance of 123.80 feet; thence tangent to said curve North $70^{\circ}00'00''$ East, 430.00 feet; thence North $87^{\circ}00'00''$ East, 790.00 feet to a point on the shoreland canal right-of-way; thence South $32^{\circ}00'00''$ East, along said right-of-way line, 276.18 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 280.00 feet, a delta of $41^{\circ}00'00''$, an arc distance of 200.36 feet; thence tangent to said curve South $73^{\circ}00'00''$ East, along said right-of-way line, 80.00 feet; thence southwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 200.00 feet, a delta of $59^{\circ}00'00''$, an arc distance of 205.93 feet; thence tangent to said curve South $14^{\circ}00'00''$ East, along said right-of-way line, 169.36 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 230.00 feet, a delta of $62^{\circ}02'56''$, an arc distance of 249.08 feet to a point of reverse curvature; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 150.00 feet, a delta of $43^{\circ}32'56''$, an arc distance of 114.01 feet; thence tangent to said curve South $32^{\circ}00'00''$ East, along said right-of-way line, 30.00 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South $49^{\circ}31'56''$ West, along said right-of-way line 273.71 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 1395.00 feet, a delta of $14^{\circ}28'04''$, an arc distance of 352.36 feet; thence tangent to said curve South $64^{\circ}00'00''$ West, along said right-of-way line, 36.78 feet thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 25.00 feet, a delta of $86^{\circ}52'08''$, an arc distance of 37.90 feet to a point of reverse curvature; thence northwesterly along the northerly right-of-way line of N.W. 81st Street, as recorded in said Official Records Book 6450, Page 688 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 1163.00 feet, a delta of $22^{\circ}18'12''$, an arc distance of 453.50 feet to a point on the arc of a radially tangent curve; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 300.00 feet, a delta of $32^{\circ}52'37''$, an arc distance of 276.88 feet; thence tangent to said curve North $14^{\circ}18'41''$ West, 90.00 feet; thence North $24^{\circ}06'06''$ West, 435.26 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of $83^{\circ}04'02''$, an arc distance of 144.98 feet; thence tangent to said curve South $72^{\circ}49'32''$ West, 501.42 feet; thence South $69^{\circ}19'32''$ West, 362.18 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 170.00 feet, a delta of $76^{\circ}00'00''$, an arc distance of 225.50 feet; thence tangent to said curve South $06^{\circ}40'08''$ East 137.18 feet to a point on said northerly right-of-way line of N.W. 81st Street; thence South $83^{\circ}19'32''$ West, along said right-of-way line, 208.97 feet; thence westerly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the North having a radius of 1395.00 feet, a delta of $19^{\circ}01'46''$, an arc distance of 463.32 feet to the POINT OF BEGINNING.



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MARGATE, FLORIDA 33063
PHONE: 954-875-7244
EMAIL: ADMIN@DJGSURVEY.COM
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ALSO TOGETHER WITH

A portion of said Tract D described as follows:

BEGINNING at the most northerly and westerly corner of said Tract D; thence South $61^{\circ}30'00''$ East, 206.31 feet; thence South $70^{\circ}00'00''$ West, 235.30 feet; thence southwesterly along the arc of a tangent curve being concave to the Northwest having a radius of 310.00 feet, a delta of $11^{\circ}33'53''$, an arc distance of 68.53 feet to a point on the right-of-way of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688 of the Public Records of Broward County, Florida; thence North $28^{\circ}30'00''$ East, along said right-of-way line, 222.49 feet to the POINT OF BEGINNING.

ALSO TOGETHER WITH

Tracts E and F of said LAND SEC. 4 GOLF COURSE PLAT.

AND

Tracts G, H, I, J, K, L, M, N, O, P, and Q, LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20 of the Public Records of Broward County, Florida.

AND

Parcel "A", WOODMONT RECREATION COMPLEX, according to the plat thereof, as recorded in Plat Book 91, Page 49, of the Public Records of Broward County, Florida.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 285.00 acres, more or less.

LESS THE FOLLOWING POD "A":

A parcel of land being a portion of Tract "D" and Tract "C", LAND SEC. 4 GOLF COURSE PLAT, as recorded in Plat Book 88, Page 20, and a portion of a canal, as recorded in Official Records Book 6450, Page 688, all of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the Easternmost Southeast corner of said Tract "D", said point also being a point on the Northerly line of NW 82nd Avenue as described in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; Thence, South $49^{\circ}31'56''$ West, along said Northerly line, a distance of 72.45 feet to the POINT OF BEGINNING; Thence, continue along said Northerly line, South $49^{\circ}31'56''$ West, a distance of 201.25 feet to the point of curvature of a circular curve, concave to the Northwest, having a radius of 1395.00 feet and a central angle of $02^{\circ}49'40''$; Thence, Southerly along the arc of said curve, and said Northerly line of NW 82nd Avenue, an arc distance of 68.85 feet; Thence, North $38^{\circ}40'03''$ West, a distance of 287.95 feet to the point of curvature of a circular curve, concave to the East, having a radius of 535.00 feet and a central angle of $67^{\circ}01'12''$; Thence, Northerly along the arc of said curve, an arc distance of 625.80 feet; Thence, North $45^{\circ}13'31''$ West, a distance of 146.15 feet to a point on the arc of a circular curve, concave to the East, having a radius of 150.00 feet and a central angle of $23^{\circ}14'10''$; Thence, Northerly and Easterly along the arc of said curve, an arc distance of 606.55 feet; Thence, South $45^{\circ}13'31''$ East, a distance of 124.33 feet; Thence, North $44^{\circ}46'29''$ East, a distance of 10.07 feet to a point on the arc of a circular curve, concave to the South, having a radius of 150.00 feet and a central angle of $23^{\circ}14'10''$, a radial line bears from said point South $71^{\circ}04'02''$ East; Thence, Easterly, Southerly and Westerly along the arc of said curve, an arc distance of 606.55 feet; Thence, South $44^{\circ}46'29''$ West, a distance of 128.81 feet to the point of curvature of a circular curve, concave to the East, having a radius of 265.80 feet and a central angle of $83^{\circ}26'32''$; Thence, Southerly along the arc of said curve, an arc distance of 385.93 feet; Thence, South $38^{\circ}40'03''$ East, a distance of 281.16 feet to the POINT OF BEGINNING.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 412,380 square feet (9.47 acres) more or less.

LESS THE FOLLOWING POD "B":

A portion of Tract "K", LAND SEC. 4 GOLF COURSE PLAT, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Southwest corner, WOODMONT TRACT 65, according to the plat thereof, as recorded in Plat Book 91, Page 50, of the Public Records of Broward County, Florida, said point also being a point on the Westerly line of NW 80th Avenue as described in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; Thence, South $21^{\circ}00'00''$ West, along said Westerly line, a distance of 93.07 feet to the POINT OF BEGINNING; Thence, continue South $21^{\circ}00'00''$ West, along said Westerly line, a distance of 233.03 feet to a point on the arc of a circular curve, concave to the North, having a radius of 120.00 feet and a central angle of $72^{\circ}29'45''$; a radial line bears from said point North $21^{\circ}46'46''$ West; Thence, Westerly along the arc of said curve, an arc distance of 151.83 feet; Thence, North $87^{\circ}27'29''$ West, a distance of 98.13 feet to the point of curvature of a circular curve, concave to the South, having a radius of 108.00 feet and a central angle of $19^{\circ}55'40''$; Thence, Westerly along the arc of said curve, an arc distance of 34.78 feet to the point of tangency;



DJG Surveying and Mapping, Inc.
 8750 NW 8TH COURT
 MARGATE, FLORIDA 33063
 PHONE: 854-875-7244
 EMAIL: ADMIN@DJGSURVEY.COM
 www.djgsurvey.com

8750 NW 8TH COURT
 MARGATE, FLORIDA 33063
 PHONE: 854-875-7244
 EMAIL: ADMIN@DJGSURVEY.COM
 www.djgsurvey.com

LS# 7682

LEGAL DESCRIPTION

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Thence, South 72°36'51" West, a distance of 23.61 feet to the point of curvature of a circular curve, concave to the North, having a radius of 300.00 feet and a central angle of 19°38'59";
 Thence, Westerly along the arc of said curve, an arc distance of 102.89 feet to the point of tangency;
 Thence, North 87°44'10" West, a distance of 19.37 feet to the point of curvature of a circular curve, concave to the Northeast, having a radius of 213.00 feet and a central angle of 63°44'01";
 Thence, Northwesterly along the arc of said curve, an arc distance of 236.393 feet;
 Thence, North 65°59'51" East, a distance of 75.00 feet to a point on the arc of a circular curve, concave to the Southwest, having a radius of 161.00 feet and a central angle of 15°54'16"; a radial line bears from said point South 47°38'30" West;
 Thence, Northwesterly along the arc of said curve, an arc distance of 44.71 feet;
 Thence, North 80°45'38" East, a distance of 99.53 feet;
 Thence, North 70°25'50" East, a distance of 81.44 feet to the point of curvature of a circular curve, concave to the South, having a radius of 175.46 feet and a central angle of 20°58'56";
 Thence, Easterly along the arc of said curve, an arc distance of 64.26 feet;
 Thence, South 87°27'29" East, a distance of 331.06 feet to the point of curvature of a circular curve, concave to the South, having a radius of 29.68 feet and a central angle of 44°15'40";
 Thence, Southwesterly along the arc of said curve, an arc distance of 22.93 feet to a point on the arc of a circular curve, concave to the North, having a radius of 40.00 feet and a central angle of 81°19'41"; a radial line bears from said point North 51°00'36" East;
 Thence, Easterly along the arc of said curve, an arc distance of 56.78 feet;
 Thence, South 69°00'00" East, a distance of 8.78 feet to a point on the said West line of NW 80th Avenue and the POINT OF BEGINNING.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 130,810 square feet (3.00 acres) more or less.

LESS THE FOLLOWING POD C

A parcel of land lying in Section 4, Township 49 South, Range 41 East, being a portion of Tract "K", LAND SEC. 4 GOLF COURSE PLAT, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGINNING at the Southeast corner of WOODMONT TRACT 65, as recorded in Plat Book 91, Page 50, of the Public Records of Broward County, Florida, said point being on the Westerly line of NW 80th Avenue;
 Thence, South 21°00'00" West, along said Westerly line, a distance of 93.07 feet;
 Thence, North 69°00'00" West, a distance of 8.78 feet to a point on the arc of a circular curve, concave to the North, having a radius of 40.00 feet and a central angle of 81°19'41"; a radial line bears from said point North 30°19'05" West;
 Thence, Westerly along the arc of said curve, an arc distance of 56.78 feet to a point on the arc of a circular curve, concave to the South, having a radius of 29.68 feet and a central angle of 44°15'40"; a radial line bears from said point South 46°48'11" West;
 Thence, Westerly along the arc of said curve, an arc distance of 22.93 feet to the point of tangency;
 Thence, North 87°27'29" West, a distance of 331.06 feet to a point on the arc of a circular curve, concave to the South, having a radius of 175.46 feet and a central angle of 20°58'56"; a radial line bears from said point South 01°24'46" West;
 Thence, Westerly along the arc of said curve, an arc distance of 64.26 feet to the point of tangency;
 Thence, South 70°25'50" West, a distance of 81.44 feet;
 Thence, South 80°45'38" West, a distance of 99.53 feet to a point on the arc of a circular curve, concave to the North, having a radius of 300.00 feet and a central angle of 18°14'05"; a radial line bears from said point North 00°17'36" East;
 Thence, Westerly along the arc of said curve, an arc distance of 93.48 feet;
 Thence, South 18°31'41" West, a distance of 110.00 feet, radially, to the point of curvature of a circular curve, concave to the North, having a radius of 410.00 feet and a central angle of 47°18'47";
 Thence, Northwesterly along the arc of said curve, an arc distance of 338.57 feet to the point of tangency;
 Thence, North 24°09'32" West, a distance of 276.02 feet to a point on the arc of a circular curve, concave to the East, having a radius of 260.00 feet and a central angle of 11°29'26"; a radial line bears from said point North 65°50'28" East;
 Thence, Northerly along the arc of said curve, an arc distance of 52.14 feet to a point on the arc of a circular curve, concave to the East, having a radius of 150.00 feet and a central angle of 110°13'57"; a radial line bears from said point North 50°27'41" East;
 Thence, Northerly and Easterly along the arc of said curve, an arc distance of 288.59 feet to a point on the arc of a circular curve, concave to the East, having a radius of 260.00 feet and a central angle of 14°31'10"; a radial line bears from said point South 46°10'35" East;
 Thence, Northwesterly along the arc of said curve, an arc distance of 65.89 feet to a point on the arc of a circular curve, concave to the South, having a radius of 150.00 feet and a central angle of 217°26'30"; a radial line bears from said point South 71°21'54" East;
 Thence, Easterly, Southerly and Westerly along the arc of said curve, an arc distance of 569.26 feet;
 Thence, South 55°40'51" West, a distance of 93.04 feet;
 Thence, South 24°09'32" East, a distance of 267.65 feet to the point of curvature of a circular curve, concave to the North, having a radius of 140.00 feet and a central angle of 52°03'35";
 Thence, Southwesterly along the arc of said curve, an arc distance of 127.29 feet;
 Thence, South 13°44'33" West, a distance of 110.00 feet, radially, to the point of curvature of a circular curve, concave to the North, having a radius of 250.00 feet and a central angle of 33°19'03";
 Thence, Easterly along the arc of said curve, an arc distance of 145.38 feet to the point of tangency;
 Thence, North 70°25'50" East, a distance of 77.43 feet to the point of curvature of a circular curve, concave to the South, having a radius of 225.00 feet and a central angle of 22°06'41";
 Thence, Easterly along the arc of said curve, an arc distance of 86.33 feet to the point of tangency;
 Thence, South 87°27'29" East, a distance of 8.11 feet;
 Thence, North 02°32'31" East, a distance of 20.00 feet;
 Thence, South 87°27'29" East, a distance of 429.82 feet to the POINT OF BEGINNING.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 302,916 square feet (6.95 acres) more or less.

LESS THE FOLLOWING POD D:



DJG Surveying and Mapping Inc.

6750 NW 8TH COURT
MARGATE, FLORIDA 33063
PHONE: 854-875-7244
EMAIL: ADMIN@DJGSURVEY.COM
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LB# 7682

LEGAL DESCRIPTION

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A parcel of land lying in Section 4, Township 49 South, Range 41 East, being a portion of Tract "K", LAND SEC. 4 GOLF COURSE PLAT, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of said Tract "K", said point also being a point on the Northerly line of NW 75th Street as described in Official Records Book 6450, Page 688 of the Public Records of Broward County Florida;
Thence, North $86^{\circ}39'53''$ East, along said Northerly line, a distance of 231.25 feet to the POINT OF BEGINNING;
Thence, North $01^{\circ}00'51''$ East, a distance of 66.23 feet to the point of curvature of a circular curve, concave to the West, having a radius of 10.00 feet and a central angle of $43^{\circ}20'30''$;
Thence, Northerly along the arc of said curve, an arc distance of 7.56 feet to the point of reverse curvature of a circular curve, concave to the East, having a radius of 45.00 feet and a central angle of $84^{\circ}45'05''$;
Thence, Northerly along the arc of said curve, an arc distance of 66.56 feet to the point of reverse curvature of a circular curve, concave to the West, having a radius of 35.00 feet and a central angle of $41^{\circ}24'32''$;
Thence, Northerly along the arc of said curve, an arc distance of 25.30 feet to the point of tangency;
Thence, North $01^{\circ}00'51''$ East, a distance of 662.01 feet;
Thence, North $05^{\circ}22'09''$ West, a distance of 418.51 feet to the point of curvature of a circular curve, concave to the Southeast, having a radius of 160.00 feet and a central angle of $111^{\circ}13'50''$;
Thence, Northerly and Easterly along the arc of said curve, an arc distance of 310.61 feet to the point of tangency;
Thence, South $74^{\circ}08'19''$ East, a distance of 119.22 feet to the point of curvature of a circular curve, concave to the Southwest, having a radius of 150.00 feet and a central angle of $106^{\circ}07'02''$;
Thence, Easterly and Southerly along the arc of said curve, an arc distance of 277.81 feet to the point of tangency;
Thence, South $31^{\circ}58'43''$ West, a distance of 600.38 feet;
Thence, South $01^{\circ}00'51''$ West, a distance of 482.84 feet to the point of curvature of a circular curve, concave to the East, having a radius of 35.00 feet and a central angle of $41^{\circ}24'35''$;
Thence, Southerly along the arc of said curve, an arc distance of 25.30 feet to the point of reverse curvature of a circular curve, concave to the West, having a radius of 45.00 feet and a central angle of $84^{\circ}36'15''$;
Thence, Southerly along the arc of said curve, an arc distance of 66.45 feet to the point of reverse curvature of a circular curve, concave to the East, having a radius of 10.00 feet and a central angle of $43^{\circ}11'41''$;
Thence, Southerly along the arc of said curve, an arc distance of 7.54 feet to the point of tangency;
Thence, South $01^{\circ}00'51''$ West, a distance of 61.76 feet to a point on the North line of NW 75th Street;
Thence, South $86^{\circ}39'53''$ West, along said North line, a distance of 60.27 feet to the POINT OF BEGINNING.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 239,528 square feet (5.50 acres) more or less.

LESS THE FOLLOWING POD E:

A parcel of land being a portion of Tract "A" and Tract "C", LAND SEC. 4 GOLF COURSE PLAT, as recorded in Plat Book 88, Page 20, and a portion of a canal, as recorded in Official Records Book 6450, Page 688, all of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGINNING at the Easternmost Northwest corner of said Tract "A" and a point on the South line of Southgate Boulevard;
Thence, South $89^{\circ}33'35''$ East, along said South line, a distance of 1,184.52 feet to the point of curvature of a circular curve, concave to the Southwest, having a radius of 25.00 feet and a central angle of $90^{\circ}00'00''$;
Thence, Southeasterly along the arc of said curve, an arc distance of 39.27 feet;
Thence, South $00^{\circ}26'25''$ West, a distance of 84.00 feet to the point of curvature of a circular curve, concave to the West, having a radius of 200.00 feet and a central angle of $34^{\circ}18'33''$;
Thence, Southwestery along the arc of said curve, an arc distance of 119.76 feet;
Thence, South $34^{\circ}45'00''$ West, a distance of 52.99 feet;
Thence, North $63^{\circ}26'13''$ West, a distance of 64.09 feet to the point of curvature of a circular curve, concave to the South, having a radius of 497.00 feet and a central angle of $50^{\circ}59'48''$;
Thence, Westerly along the arc of said curve, an arc distance of 442.36 feet;
Thence, South $63^{\circ}33'39''$ West, a distance of 31.99 feet;
Thence, North $90^{\circ}00'00''$ West, a distance of 14.66 feet;
Thence, North $63^{\circ}15'21''$ West, a distance of 149.45 feet;
Thence, North $89^{\circ}33'35''$ West, a distance of 300.00 feet;
Thence, South $00^{\circ}09'03''$ East, a distance of 17.20 feet to a point on the arc of a circular curve, concave to the West, having a radius of 150.00 feet and a central angle of $139^{\circ}46'59''$; a radial line bears from said point South $52^{\circ}58'45''$ West;
Thence, Southerly and Westerly along the arc of said curve, an arc distance of 365.95 feet;
Thence, North $89^{\circ}33'35''$ West, a distance of 26.48 feet;
Thence, North $00^{\circ}09'03''$ West, a distance of 435.00 feet to the POINT OF BEGINNING.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 288,148 square feet (6.61 acres) more or less.

LESS THE FOLLOWING POD F

A portion of Tract "E", LAND SEC. 4 GOLF COURSE PLAT, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGINNING at the Westernmost Southwest corner of said Tract "E", said point also being a point on the Easterly right-of-way line of NW 80th Avenue as described in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida;
Thence, North $21^{\circ}00'00''$ East, along said Easterly line, a distance of 325.00 feet to the point of curvature of a circular curve, concave to the West, having a radius of 1165.00 feet and a central angle of $22^{\circ}50'33''$;



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8750 NW 8TH COURT
MARGATE, FLORIDA 33063
PHONE: 854-875-7244
EMAIL: ADMIN@DJGSURVEY.COM
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LEGAL DESCRIPTION

Thence, Northerly along the arc of said curve, and the Easterly line of NW 80th Avenue, an arc distance of 464.57 feet;
Thence, radially to aforementioned curve, North 88°09'07" East, a distance of 56.84 feet to a point on the arc of a circular curve, concave to the South, having a radius of 45.00 feet and a central angle of 20°57'06"; a radial line bears from said point South 56°12'05" East;
Thence, Easterly and Southerly along the arc of said curve, an arc distance of 158.61 feet to a point on the arc of a circular curve, concave to the West, having a radius of 175.00 feet and a central angle of 17°45'40"; a radial line bears from said point North 89°07'57" West;
Thence, Southerly along the arc of said curve, an arc distance of 54.25 feet;
Thence, South 66°54'25" East, a distance of 110.21 feet to a point on the arc of a circular curve, concave to the Northwest, having a radius of 285.58 feet and a central angle of 20°41'11"; a radial line bears from said point North 69°40'01" West;
Thence, Southwesterly along the arc of said curve, an arc distance of 103.11 feet to a point on the arc of a circular curve, concave to the West, having a radius of 1340.00 feet and a central angle of 12°05'30"; a radial line bears from said point North 81°05'30" West;
Thence, Southwesterly along the arc of said curve, an arc distance of 282.79 feet to the point of tangency;
Thence, South 21°00'00" West, a distance of 205.06 feet to a point on the arc of a circular curve, concave to the West, having a radius of 150.00 feet and a central angle of 58°21'23"; a radial line bears from said point South 74°08'02" West;
Thence, Southerly along the arc of said curve, an arc distance of 152.78 feet to a point on the Southerly line of said Tract "B";
Thence, North 69°00'00" West, along said Southerly line, a distance of 169.56 feet to the point of curvature of a circular curve, concave to the East, having a radius of 25.00 feet and a central angle of 90°00'00";
Thence, Westerly and Northerly along the arc of said curve, an arc distance of 39.27 feet to the POINT OF BEGINNING.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 148,640 square feet (3.41 acres) more or less.

LESS THE FOLLOWING COMMERCIAL POND

A portion of Tract "A", LAND SEC. 4 GOLF COURSE PLAT, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, all being more particularly described as follows:

BEGINNING at the Northernmost Northwest corner of said Tract "A", said point also being a point on the South line of Southgate Boulevard;

Thence, South 89°33'35" East, along said South line of Southgate Boulevard, and the North line of said Tract "A", a distance of 552.31 feet;
Thence, South 80°26'25" West, a distance of 226.00 feet;
Thence, North 89°33'35" West, a distance of 349.17 feet;
Thence, South 00°10'05" East, a distance of 93.80 feet to the point of curvature of a circular curve, concave to the West, having a radius of 30.00 feet and a central angle of 36°58'21";
Thence, Southwesterly along the arc of said curve, an arc distance of 19.36 feet to the point of tangency;
Thence, South 36°48'16" West, a distance of 41.57 feet to the point of curvature of a circular curve, concave to the North, having a radius of 30.00 feet and a central angle of 53°01'39";
Thence, Southwesterly along the arc of said curve, an arc distance of 27.77 feet to the point of tangency;
Thence, South 89°49'55" West, a distance of 68.00 feet;
Thence, South 00°10'05" East, a distance of 274.10 feet to the point of curvature of a circular curve, concave to the West, having a radius of 75.00 feet and a central angle of 90°00'00";
Thence, Southwesterly along the arc of said curve, an arc distance of 117.81 feet to the point of tangency;
Thence, South 89°49'55" West, a distance of 28.00 feet to a point on the West line of said Tract "A", and a point on the East line of NW 80th Avenue, as recorded in Official Records Book 4747, Page 183, of the Public Records of Broward County, Florida;
Thence, North 00°10'05" West, along said West line of Tract "A" and the East line of NW 80th Avenue, a distance of 709.26 feet;
Thence, North 45°08'10" East, a distance of 35.54 feet to the POINT OF BEGINNING.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 199,342 square feet (4.58 acres) more or less.

LESS THE FOLLOWING CLUB HOUSE POND

A portion of Tract "K", Land Sec. 4 Golf Course Plat, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of Parcel "A", Woodmont Recreation Complex, as recorded in Plat Book 91, Page 49, of the Public Records of Broward County, Florida, all being more particularly described as follows:

Commencing at the Easternmost Southeast corner of said Tract "K", said point being a point on the North line of NW 75th Street as described in Official Records Book 6450, Page 688, and a point on the arc of a circular curve, concave to the South, having a radius of 1,950.00 feet and a central angle of 00°21'32"; a radial line bears from said point South 08°18'18" East;

Thence, Easterly along the arc of said curve, an arc distance of 12.21 feet to the Point of Beginning;
Thence, North 22°04'10" East, a distance of 315.71 feet;
Thence, North 11°17'44" East, a distance of 349.63 feet;
Thence, North 09°58'39" West, a distance of 256.57 feet;
Thence, North 52°45'41" West, a distance of 95.76 feet;
Thence, South 87°44'10" East, a distance of 337.92 feet to the point of curvature of a circular curve, concave to the North, having a radius of 300.00 feet and a central angle of 19°38'59";
Thence, Northeasterly along the arc of said curve, an arc distance of 102.89 feet to the point of tangency;
Thence, North 72°36'51" East, a distance of 23.61 feet to the point of curvature of a circular curve, concave to the South, having a radius of 100.00 feet and a central angle of 19°55'40";
Thence, Northeasterly along the arc of said curve, an arc distance of 34.78 feet to the point of tangency;
Thence, South 87°27'29" East, a distance of 98.13 feet to a point on the arc of a circular curve, concave to the North, having a radius of 120.00 feet and a central angle of 72°29'41"; a radial line bears from said point North 50°42'59" East;
Thence, Southeasterly along the arc of said curve, an arc distance of 151.83 feet to a point on the West line of NW 80th Avenue;


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6750 NW 9TH COURT
MARGATE, FLORIDA 33083
PHONE: 854-875-7244
EMAIL: ADMIN@DJGSURVEY.COM
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LEGAL DESCRIPTION

Thence, South 21°00'00" West, along said West line, a distance of 273.62 feet to the point of curvature of a circular curve, concave to the East, having a radius of 1,950.00 feet and a central angle of 18°43'45";
Thence, Southerly along the arc of said curve, and the West line of NW 80th Avenue, an arc distance of 637.43 feet to the point of reverse curvature of a circular curve concave Northwesterly having a radius of 25.00 feet and a central angle of 88°06'50";
Thence, Southwesterly along the arc of said curve, and the North line of 75th Street, an arc distance of 38.45 feet to the point of tangency;
Thence, North 89°36'55" West, along the North line of 75th Street, a distance of 264.00 feet to the point of curvature of a circular curve, concave to the South, having a radius of 1,950.00 feet and a central angle of 08°19'52";
Thence, Southwesterly along the arc of said curve, and the North line of NW 75th Street, an arc distance of 283.54 feet to the *Point of Beginning*.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 489,437 square feet (11.24 acres) more or less.

LESS THE FOLLOWING SCHOOL TRACT:

A parcel of land being a portion of Tract "C", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

Beginning at the Northeast corner of said Tract "C" and a point on the South line of Southgate Boulevard;
Thence, South 00°12'16" East, along said East line, a distance of 1,323.97 feet to the North line of NW 82nd Street;
Thence, South 89°47'44" West, along said North line, a distance of 106.35 feet;
Thence, North 00°12'16" West, a distance of 994.82 feet;
Thence, North 78°53'43" East, a distance of 26.49 feet;
Thence, North 01°44'13" East, a distance of 194.78 feet;
Thence, North 00°12'16" West, a distance of 130.31 feet to the South line of Southgate Boulevard and the North line of said Tract "C";
Thence, South 89°33'35" East, along said line, a distance of 73.75 feet to the *Point of Beginning*.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 130,848 square feet (3.00 acres) more or less.

EXHIBIT "D"
TO
CONSOLIDATED, AMENDED AND RESTATED COVENANT
RESOLUTION

Temp. Reso. No. 12518
June 30, 2014
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City of Tamarac, Florida

Resolution No. R-2014 - 79

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE CONSOLIDATED, AMENDED AND RESTATED COVENANT FOR A PERIOD OF FIFTY (50) YEARS FOR THE WOODMONT COUNTRY CLUB, ATTACHED HERETO AS EXHIBIT "F-1", AND INCORPORATED HEREIN BY REFERENCE; AUTHORIZING THE JOINDER AND CONSENT OF SAME AND DIRECTING THE CITY MANAGER, OR HIS DESIGNEE, TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 25, 2014, the City Commission of the City of Tamarac adopted a Land Use Plan Amendment ("LUPA") for the Woodmont Country Club; and

WHEREAS, in conjunction with the LUPA, the City Commission also considered and approved a Development Agreement pursuant to the Florida Local Government Development Act, Sections 163.3220 through 163.3243, F.S.; and

WHEREAS, the Development Agreement included the Consolidated, Amended and Restated Covenant (the "Covenant", attached hereto as Exhibit "F-1" and incorporated herein by reference, as an exhibit thereof); and

WHEREAS, the City's professional staff has reviewed the Covenant, and recommends the approval and execution of the same; and

WHEREAS, the City Commission finds that executing and recording the Covenant, serves a municipal and public purpose and is in the best interests of the citizens and residents of the City.

NOW, THEREFORE, be it resolved by the City Commission of the City of Tamarac, Florida:

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Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The City Commission hereby approves the Consolidated, Amended and Restated Covenant, and joins in and consents to the terms of said Covenant which is attached hereto as Exhibit "F-1" and incorporated herein.

Section 3. The City Commission hereby further authorizes and directs the City Manager, or his designee, to take any and all action necessary to effectuate the intent of this resolution, including the recording of the Covenant in the public records of Broward County.

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

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

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

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PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF TAMARAC,
FLORIDA THIS 9th DAY OF July, 2014.

CITY OF TAMARAC, FLORIDA


HARRY DRESSLER, MAYOR

ATTEST:


PATRICIA TEUFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR DRESSLER	<u>yes</u>
DIST 1: COMM. BUSHNELL	<u>yes</u>
DIST 2: V/M GOMEZ	<u>yes</u>
DIST 3: COMM. GLASSER	<u>yes</u>
DIST 4: COMM. PLACKO	<u>yes</u>

I HEREBY CERTIFY THAT I HAVE
APPROVED THIS RESOLUTION
AS TO FORM:



SAMUEL S. GOREN,
CITY ATTORNEY

EXHIBIT "F-1"

CONSOLIDATED, AMENDED AND RESTATED AMENDMENT COVENANT

EXHIBIT "G"

IMPROVEMENT STANDARDS

**WOODMONT COUNTRY CLUB
PINES COURSE RENOVATION PROJECT SCOPE OF SERVICES**

GENERAL SPECIFICATION OF PROJECT

A. Greens - Convert to Champion Bermuda Putting Surfaces

1. Strip top 4" of old material / haul / pile or spread (install drainage)
2. Install 4" of greens mix 80/20 / haul / spread
3. Rototill and blend with existing soil
4. Redesign and reshape for proper surface drainage and quality playing surfaces
5. Fumigate (10 day period - Basimid)
6. Finish grade
7. Apply pre-plant fertilizer
8. Plant Champion Bermuda
9. Grow In (Allow 90 Days)

B. Tees, Fairways and Rough – Reestablish Bermuda Turf

1. Mow to actual height-of-cut for specified surface
2. Clean up excess materials from mowing / haul - bury
3. Spray out existing grasses/weeds
4. Fertilize as required
5. Prune trees
6. Repair lake banks
7. Repair cart paths
8. Repair drainage, where needed
9. Repair Bulkheads, where needed

C. Bunkers and New Waste Bunkers

1. Spray all with non-selective Herbicide
2. Excavate un-useable material / haul / spread
3. Edge to final shape and contour
4. Repair drainage, where needed
5. Construct bunker around #2 green
6. Keep vegetation from growing inside of bunker / install new sand

D. Irrigation to New 9 Holes - Needed parts as follows:

- 280 Heads (Eagle 950-xx-80 Part Circle)
- 2 Par+ ES 16 Station 2 Wire Controllers
- 3 Par+ ES 32 Station 2 Wire Controllers
- 6 OSM - 8 Station Output Card Controllers
- 5 Intermatic Surge Arrestors Controllers
- 280 Swing Joints (280 Rain Bird 12 x 1 1/2")
- 800' - 8" PVC Pipe - Class 200 O-Ring
- 1,500' - 6" PVC Pipe - Class 200 O-Ring
- 3,660' - 4" PVC Pipe - Class 200 O-Ring
- 1,800' - 2 1/2" PVC Pipe - Class 200 O-Ring
- Ductile Iron Fittings
- 224,000' Signal Wire
- 84,000' Comm Wire

Greenway Calculation Specifications for Pines Course Renovation

These specifications exclude repair of cart paths on the Cypress Course and repair and replacement (of asphalt) of the cart paths on the Pines Course.

Item of work	Unit	Qty.	Note
Site Prep			Performed by Greenway Course Architect
Roundup application to Greens, tees and fairways	LS	1	
Green Staking and Layout	LS	1	
Import Greens Mix and Place	QY	500	
Fine shaping & Float Off			
Greens	SF	37700	Professional redesign/reshaping
Fumigation with Basimid	SF	37700	
Greens Supplemental drainage			
4" Perf Pipe & Rock	LF	1000	Installation of smiley drains
4" solid dual wall	LF	1000	
Irrigation Materials	LS	1	
Cart path	LF	12690	Asphalt not in Contract to repair
Coquina	QY	700	1,000 ft @7 feet wide 2" depth
Bunkers			
Edge and Clean out	SF	34400	
4" perf bunker drain w/blowout	LF	5000	
Bunker sand	QY	540	
Amendments			
Green and tee surfaces (Dolomite)	SF	37700	
Pre- Plant Fertilizer			
Green surfaces	SF	37700	
Tee surfaces	SF	42200	
Fairways	AC	16.5	
Primary rough	AC	40	
Grassing Sod Allowance	SF	20000	
Green surfaces (Sprig Champions Ultra Dwarf Bermuda)	SF	37700	@ 750 Bu/ac
Tee surfaces (hand sprig)	SF	42200	
Selective herbicide application to Roughs	LS	1	
Fairways (Over-plant w/Hybrid Bermuda)	AC	16.5	Incl. machine and sod
Grow-in fertilizer	LS	1	Heavier rates for fast grow-in

Woodmont Country Club

**Legend measurements as
calculated by Greenway
course architect**

Hole #	Existing #	Green sf	4" sand (cy)	Bunkers sf	5" sand (cy)	Tees sf	Fairway sf	Fairway ac	Cart path lf
1	2	3850	47	3350	52	3300	61250	1.4	1290
2	3	3100	38	5000	77	4500	95000	2.2	1650
3	4	3650	45	2800	43	3100	n/a par 3		710
4	5	3100	38	3400	52	3700	54000	1.2	1130
5	8	3800	46	4250	66	6000	62000	1.4	1470
6a	13	4500	55	1550	24	5100	84000	1.9	1700
6b	12	3500	43	5400	83	4500	60000	1.4	1470
7	15	4800	59	1600	25	3200	44000	1.0	1100
8	17	4000	49	3300	51	3800	n/a par 3		720
9	18	3400	42	3750	58	5000	55000	1.3	1450
Total		37700	461	34400	531	42200	515250	11.8	12690

EXHIBIT "H"

MAINTENANCE STANDARDS

MAINTENANCE PERFORMANCE STANDARDS

Greenway's accountability comes from being able to deliver the agreed upon standards. To ensure these are being achieved, Greenway is in constant communication with the Club through onsite meetings, reports, email and phone calls. Semi-annual written evaluations are also conducted with Greenway and the Club's appointed representative to review and rate all aspects of the managed areas. Greenway is committed to ensuring your satisfaction in the services provided, as such the Owner/Club is provided an option to opt out of the agreement if Greenway fails to perform any of the terms, conditions or covenants as agreed.

Club Goals

- To incrementally improve playing surfaces and sustain an excellent standard.
- Promote climatically suitable grasses to produce consistent playing surfaces that are economical to maintain with minimal impact to the environment and resources.
- Renovate and reopen Pines 9-hole golf course and maintain at the desired standards.
- Provide leadership for ownership to make continued improvements to the property.
- Recognize and highlight any infrastructure deficiencies and make recommendations to ownership if capital improvements are warranted.
- Implement Greenway programs and procedures to maintenance department to improve time management, work quality and teamwork.
- Maintain golf course to meet public resort and member expectations.
- Ensure cohesion and unity between ownership needs and our expertise.

1.0 GENERAL REQUIREMENTS: These specifications establish the standard for the buildings and grounds maintenance for the Woodmont Country Club ("WCC") Golf Facility ("Facility").

Greenway Golf Associates, Inc., ("GGA") shall furnish all labor, materials, services and special skills required to perform the landscape and other maintenance as set forth in these specifications while observing acceptable standards as established by comparable priced regional public Facilities.

NOTE: Any and all references to the role or duties of the authorized WCC representative do not relieve GGA of any obligation to maintain the golf courses in conformance to the specifications outlined.

1.1 SAFETY: GGA agrees to perform all work outlined in this specification in such a manner as to meet all accepted standards for safe practices during the maintenance and operation and to safely maintain equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including, but not limited to, full compliance with the terms of the applicable O.S.H.A., and Florida Department of Agriculture and Consumer Services Safety Orders at all times so as to protect all persons, including GGA's employees, vendors, members of the public or others from foreseeable injury, or damage to their property.

It shall be GGA's responsibility to inspect, and identify, any condition(s) that render any portion of the area under maintenance unsafe as well as unsafe practices occurring thereon. The WCC shall be notified immediately of any unsafe condition that requires major correction. GGA shall be responsible for making corrections including but not limited to filling holes in turf areas and replacing valve box covers so as to protect members of the public or others from injury. GGA shall cooperate fully with the WCC in the investigation of any accidental injury or death occurring on the WCC's golf property.

1.2 PROTECTION OF PROPERTY DURING INCLEMENT WEATHER. All course drainage facilities shall be kept free of debris at all times to ensure proper drainage. During inclement weather, regular inspections shall be performed of all waterways and drainage facilities with reasonable erosion repairs made immediately. All flooded areas of the courses shall be pumped out as needed to ensure that they remain safe and playable.

1.3 PESTICIDES: General: All materials used shall be in strict accordance with and applied within the standards set forth in the EPA regulations, Florida Statutes and other applicable laws. Storage of all materials shall be in strict accordance with all applicable WCC, County, State and Federal guidelines with proper and accurate inventories maintained at all times.

Note: GGA is responsible for obtaining all required permits and maintaining the required usage documentation.

Application of Pesticides:

1.3.1 TIMING: Pesticides shall be applied at times which limit the possibility of contamination from climate and other factors. Early morning application shall be used when possible to avoid contamination from drift. The applicator shall monitor forecast weather conditions to avoid making application prior to inclement weather to eliminate potential runoff of treated areas. Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficiency, it shall be applied only in quantities of which each area is capable of receiving without excessive runoff.

1.3.2 HANDLING OF PESTICIDES: Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site to prevent contamination. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in Florida Statutes or EPA regulations or applicable law, whichever is more stringent.

1.3.3 EQUIPMENT AND METHODS: Spray equipment shall be in good operating condition, quality, and design to efficiently apply material to the target area. Drift will be minimized by avoiding high pressure applications and using water soluble drift agents.

1.3.4 SELECTION OF MATERIALS: Pesticides shall be selected from those materials which characteristically have the lowest residual persistence. Use of emulsifiable concentrates shall be used when possible to limit windblown particles. The use of adjuvants will be utilized to increase pesticide efficiency thereby reducing the total amount of technical material required to gain control. The definition of an adjuvant in agriculture is any product that will improve the performance of a pesticide or herbicide. This does exclude water according to the Pesticide Safety Directorate.

1.4 SOUND CONTROL REQUIREMENTS: GGA shall comply with all local sound control and noise level rules, regulations, and ordinances, which apply to any work performed pursuant to the Agreement. Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer of such equipment. No internal combustion engine used shall be operated on the project without said muffler. GGA shall be responsible for compliance to noise level rules by a subcontractor performing work.

1.5 CONSTRUCTION EQUIPMENT: GGA shall take all necessary precautions for safe operation of equipment and the protection of the public from injury and damage from such equipment. GGA shall be responsible for complying with all WCC, County, State and Federal guidelines concerning any construction related activity through the property covered within this agreement.

1.6 INQUIRIES AND COMPLAINTS: GGA shall have designated responsible management personnel, employed by GGA, to take the necessary action regarding all inquiries and complaints that may be received from or through the WCC and/or private citizens during normal work hours.

Whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, The WCC may, after a reasonable attempt to notify GGA, cause such action to be taken by the WCC work force and shall charge the full cost thereof to GGA.

All complaints shall be abated to the reasonable satisfaction of the WCC. If any complaint is not

abated within three (3) working days, the WCC shall be notified immediately for the reason for not abating the complaint followed by a written report to the WCC Administrator, or other WCC designee, within five (5) calendar days.

1.7 MAINTENANCE EMPLOYEES: All maintenance employees shall wear uniforms bearing GGA's logo for easy identification while working on the property. In addition to the stated identification requirements, maintenance workers shall be required to wear hard hats, steel toe shoes, face masks and ear protection when appropriate.

2.0 SPECIFIC REQUIREMENTS:

2.1 MAINTENANCE RECORDS: GGA shall maintain and keep a report form that records all On-Going, Seasonal, and Additional Work and maintenance functions performed by GGA's personnel. Said report shall be available for review at the request of the Golf Course Operations Manager. The superintendent will provide an annual maintenance schedule (including aerification, seeding, fertilization, top dressing and other project schedules) to the Golf Course Operations Manager and Pro Shop staff. This plan may be used as a communication tool to keep staff and guests informed of the scheduling of various maintenance practices.

2.2 TREES: All tree trimming up to 10 feet shall be performed on a schedule reviewed by the Golf Course Operations Manager and in accordance with the pruning specifications.

2.2.1 GGA shall develop a pruning program, which will promote proper tree scaffolding, strength, safety and appearance consistent with its intended use. Any tree or group of trees in need of trimming due to safety reasons shall be trimmed in a timely manner at GGA's expense up to 10 feet.

2.2.2 Trees located adjacent to vehicular and/or pedestrian traffic ways shall be maintained so as to not obstruct vehicle and/or pedestrian visibility and clearance.

2.2.3 Fertilization shall be scheduled as often as required to keep trees in a healthy and desirable condition as outlined in the pruning specifications. Avoid applying fertilizer to root ball or base of a main stem, rather, spread evenly in area of a drip zone. Use a well-balanced commercial fertilizer.

2.2.4 Tree stakes, ties, and guys shall be checked and corrected as needed. Ties will be adjusted to prevent girdling. Remove unneeded stakes, ties, and guys as required. Re-stake trees, as required, using lodge pole stakes.

2.2.5 Prune trees along sidewalks to allow eight (8) foot clearance for pedestrians.

2.2.6 Ailing or stunted trees which, fail to meet expected growth will be reviewed with the Golf Course Operation Manager.

2.2.7 Surface roots which become maintenance or appearance problems will be removed as determined by GGA to prevent damage to adjacent areas.

2.2.8 If a tree is in need of removal to provide air circulation for the turf grass or other valid purpose intended to improve playing conditions, then such removal shall first be subject to review with the Golf Course Operations Manager.

2.2.9 All palm trees are to be monitored and recommended to Golf Course Operations Manager for trimming by WCC of dead fronds and/or seed pods with consideration given to certain palm trees throughout the property that are to be maintained with skirts.

2.3 SHRUBS

2.3.1 Prune shrubs to retain as much of the natural informal appearance as possible on a timely basis.

2.3.2 Shrubs used as formal hedges or screens shall be pruned as required to present a neat, uniform appearance.

2.3.3 Remove any spent blossoms or dead flower stocks as required to present a clean, neat appearance.

2.3.4 Plants growing over curbing and/or sidewalks shall be trimmed on a natural taper rather than vertical so as not to appear to be hedged.

2.3.5 Schedule the application of a commercial fertilizer as often as required to promote optimum growth and healthy appearance to all shrubs.

2.3.6 Any plant requiring removal shall be considered for replacement by GGA and the Golf Course Operations Manager and if deemed necessary shall be at WCC expense.

2.4 VINES

2.4.1 Vines and espalier plants shall be checked and retied as required. Secure vines with appropriate ties to promote directional growth on supports.

2.4.2 Do not use nails to secure vines on masonry walls.

2.4.3 Schedule fertilization of all vines with a commercial fertilizer as often as required, but no less than twice per year, to promote healthy appearance.

2.4.4 Pruning of vines will be in accordance with proper horticultural practices and in keeping with the purpose for which the particular vine was planted.

2.4.5 Any vine requiring removal shall be replaced as approved by WCC at their expense.

2.5 GROUND COVER

2.5.1 Apply all chemical control (i.e. pesticides) as required to control or prevent pest infestations to protect ornamental plantings.

2.5.2 Trim ground cover adjacent to walks, walls and/or fences as required for general containment to present a neat, clean appearance.

2.5.3 Cultivate and/or spray herbicide to remove broad-leafed and grass weeds as required. Shrub beds shall be maintained in a weed free condition.

2.5.4 Keep ground cover trimmed back from all controller units, valve boxes, quick couplers, or other appurtenances or fixtures. Do not allow ground covers to grow up trees, into shrubs, or on structures or walls. Keep trimmed back approximately four (4) inches from structures or walls.

2.5.5 Schedule fertilization of all ground cover areas with a commercial fertilize as often as required, but no less than twice per year, to promote healthy appearance.

2.6 PEST CONTROL ON PLANT MATERIALS

2.6.1 GGA shall provide complete and continuous control and/or eradication of all plant pests or disease.

2.6.2 GGA shall supply the proper chemical designated for the pest to be controlled and all applications made by licensed applicators.

2.6.3 GGA shall obtain all necessary regulatory permits and assume responsibility and liability for use of all chemical controls.

2.7 IRRIGATION SYSTEM

2.7.1 Efficient User of Water

2.7.1.1 The watering schedule will be established and programmed by GGA. Application rates will be based on the amount of water the areas require to properly irrigate any plant material while eliminating excessive runoff.

Outside of ordinary routine repairs, any modifications, system enhancements, maintenance agreements with sub-contractors or other adjustments to the irrigation system, or

any of their respective field components, must be submitted in advance for approval by the Golf Course Operations Manager.

WCC shall pay at its expense for all capital expenditures relating to the irrigation system parts and materials, with GGA being responsible for all normal, routine day-to-day maintenance and repair up the agreed annual repair and maintenance not to exceed caps.

2.7.1.2 Considerations must be given to soil texture, structure, porosity, water holding capacity, drainage, compaction, precipitation rate, run off, infiltration rate, percolation rate, evapotranspiration, seasonal temperatures, prevailing wind condition, time of day or night, type of grass plant and root structure. This may include syringing during the day and watering during periods of windy weather.

2.7.1.3 In areas where wind creates problems of spraying onto private property on road right of ways, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night.

2.7.1.4 GGA shall be responsible for daily monitoring all systems within premises and correcting for: coverage, adjustment and clogging of lines and sprinkler heads. All sprinkler heads are to be monitored for proper rotation speed, leakage, excessive nozzle wear, proper spray pattern, and arc adjustment and all other operational functions. If defects are found, they are to be corrected immediately utilizing manufacturer's or other acceptable industry comparable approved repair parts.

2.7.1.5 All controllers shall be inspected on a daily basis for proper operation and function. If operational defects are found with the controller, repairs are to be made immediately utilizing manufacturer or other acceptable industry comparable approved repair parts.

2.7.1.6 A soil probe or tensiometer shall be used to determine the soil moisture content on greens, tees and fairways.

2.7.1.7 GGA shall observe and note deficiencies occurring from the original design of facilities and review these findings with the Golf Course Operations Manager so necessary improvements can be considered.

2.7.1.8 All leaking or defective valves and sprinkler heads shall be repaired immediately.

2.7.1.9 If, due to elements beyond the control of GGA, conditions dictate priority uses of water, the following priorities are to be used: 1. Greens; 2. Tees; 3. Fairways; 4. Other Turf and Landscape areas.

2.7.1.10 Particular attention shall be paid to all slope areas which will, by physical nature, provide for greatest potential runoff which can contribute to erosion and affect play.

2.7.1.11 GGA shall turn off all controllers when it is not necessary to irrigate due to adequate rainfall.

NOTE: At no time shall GGA utilize a fire hydrant for irrigation purposes without written permission from the Golf Course Operations Manager.

2.7.2 SYSTEM MAINTENANCE

2.7.2.1 Any repairs made by GGA shall be made in accordance with manufacturers suggested repair procedures with acceptable industry comparable parts under normal industry standards.

2.7.2.2 Operator shall be responsible for adjusting the height of sprinkler risers necessary to compensate for growth of plant material.

2.7.2.3 Automatic controllers and/or enclosures shall be locked while unattended.

2.7.2.4 All controller enclosures must be painted, as needed, to prevent rusting and maintain good appearance.

2.7.2.5 Sprinkler heads shall be kept clear of overgrowth, which may obstruct maximum operation. Chemical edging around sprinkler heads will not be permitted unless approved by the Golf Course Operations Manager.

2.7.2.6 Repairs made to the irrigation system must be made in accordance with the system's original design with products equal to or higher quality than currently furnished.

2.7.2.7 All drip irrigation systems are to be inspected ongoing and repairs made timely with equal or higher grade repair products as needed. Drip system flush valves, where provided, are to be inspected and flushed on a regular basis with a similar repair requirement.

2.8 RODENT CONTROL: GGA shall continuously engage in rodent control, to the best of its ability, for all rodents found within the boundaries of the Facility.

2.9 WEED CONTROL OF PAVED SURFACES: GGA shall manage all weeds growing in cracks, expansion joints and other hard surfaces to best of its ability.

2.10 WEED CONTROL IN LANDSCAPE AREAS: Weed control in landscape areas shall be accomplished by use of both pre-emergent and post-emergent herbicides, with due regard to the protection of all wetlands, using best management practices.

2.11 STRING TRIMMERS: Care shall be exercised with regard to the use of string trimmers to prevent damage to building surfaces, walls, header board, light fixtures, signage, etc. No string trimmers shall be used around trees. A minimum of twelve (12) inch bare soil or mulched buffer zone shall be maintained around the circumference at the base of all trees.

2.12 TURF MAINTENANCE: Turf maintenance in all areas is to be performed on a timely professional basis and in a manner to insure green and healthy turf that is free from weeds, disease and other pests and promotes optimum growth at all times throughout the year. Acceptable standards are to be established for each area of play under the review of the Golf Course Operations Manager and as being reasonable and appropriate for the local environment.

Turf is to be maintained utilizing sound agronomic and turf management standards such as fertilizing, irrigation, aerifying, topdressing, pest control, de-thatching, mowing, soil amending, shoot and root rejuvenation, and drainage control, in an effort to maintain the highest quality turf possible within reasonable limits, and not impact undue stress upon the plant materials.

Care must be exercised during all maintenance and mowing operations to prevent damage to all areas both within and adjacent to the property. This is to include, but not be limited to, sprinkler heads, controllers, electrical boxes, lighting fixtures, plant materials, buildings and structures, passing vehicles, and all private property. Alternate mowing patterns are to be established to insure the elimination or potential of wheel ruts by maintenance vehicles. All trash, litter and any debris must be removed and disposed of prior to mowing in any given area.

2.12.1 GREENS, NURSERY & ALL PUTTING SURFACE MAINTENANCE: Maintain all putting surfaces within locally acceptable industry standards at all times.

2.12.1.1 Putting surfaces to be maintained at a standard to create a smooth, firm fast texture. The task will be completed as early as possible (within reason, considering worker and product safety), and will typically be completed no later than four hours after start of play. Typical cutting height on Bermuda greens should be between 0.090" - 0.140" range necessary without injuring turf plant health.

2.12.1.2 Ball cups or pin locations are to be relocated daily or as warranted under USGA standards to insure proper turf recovery and enable worn turf areas to rejuvenate. Ball marks and/or divots are to be repaired daily. Both above operations are to be performed utilizing industry standards, devices and methods.

2.12.1.3 Removal of sod from any nursery area should be immediately accompanied by reseeding and/or topdressing to facilitate the rapid recovery of nursery areas.

2.12.1.4 Verticutting of all putting surfaces throughout the growing season is to be done on an as needed basis.

2.12.1.5 Topdressing is to be done on all putting surfaces. Material to be used shall be the comparable as the original material used in the construction of the putting surfaces. A soil analysis may be needed, at GGA's expense, to determine comparable soil amendment prior to application.

2.12.1.6 Aerification will be performed at a frequency which reflects warranted conditions. It could be done twice per year. Newly constructed greens may not be aerified as frequently during the first year. Occasional "quarter thinning" and/or slicing with no top dressing may be performed to relieve compaction, allow air and water movement and facilitate flushing of salts.

2.12.1.7 GGA shall have the soil analyzed to determine all properties inclusive of physical characteristics and recommended nutrient requirements. Nutrient requirements are to be established, through assay and/or periodic tissue analysis, to insure uniform growth of high quality intensely maintained turf typical of high quality local area putting greens. A proper fertilization program is to be established and maintained by GGA throughout the term of the contract.

2.12.1.8 Putting surfaces are to be treated with chemicals only on an as needed basis to insure them to be free of damaging insects, noxious weeds, pathogens, and other pests typically associated with such intensely maintained turf grass. A proper preventative and/or pre-emergent chemical management program will be instituted by GGA. Any damage to such turf areas as a result of any chemical applications will be at the expense of GGA to correct and repair immediately.

2.12.1.9 Greens, inclusive of the collar, are to be periodically edged and kept free of foreign grasses and/or weeds to insure a healthy monostand of turf on the putting surface. This process must be done throughout the growing season and intensified in the warmer summer months as needed.

2.12.1.10 In the event over seeding is required, seeding rates are to be adjusted to insure rapid establishment yet mitigate potential transitional difficulties in the warmer spring months. "Blue Tag Certified" seed may be used on putting surfaces. Seed must be free of all noxious weeds. All seed submitted for approval, shall be paid by WCC, and must be accompanied by the appropriate test data indicating compliance with the aforementioned requirements.

2.12.1.11 Ropes, signage, and traffic control devices will be moved at a frequency which avoids excessive wear and promotes turf cover in irrigated areas.

2.12.2 Care and maintenance of all aprons, collars and greens approaches must be identical to the specifications as set forth in Section 2.12.1 for putting greens. These areas of the course will be addressed as early as possible during the business day (within reason, considering

worker and product safety). Collars and greens approaches will be cut to a height between 0.200"-0.400".

2.12.2.1 Care and maintenance of all aprons, collars and greens approaches must be identical to all of the standards and specifications as set forth in Section 2.12.1 for Putting Greens with the following exceptions:

2.12.2.2 Greens approaches are to be maintained utilizing all standards of maintenance as outlined in Section 2.12.3 for Tees with the following exceptions: Greens approaches are to be maintained at all times at the same cutting height and under the same mowing frequency as outlined for Aprons and Collars in Section 2.12.2.1. Greens approaches are to be mowed during the same operation as that of Aprons and Collars with clippings removed in a similar manner as that outlined for Aprons and Collars in Section 2.12.2.1.

2.12.3 TEE MAINTENANCE: Maintain all tees in accordance with accepted playability and industry standards at all times, observe the following minimum requirements:

2.12.3.1 Tees must be serviced daily and done as early as possible during the business day by the moving and placement of tee markers, benches, ball washers and filling of divots with sand and seed. Tee towels are to be changed at least twice a week. Ball washers are to be kept filled daily to the proper fill level with an appropriate and pleasant smelling agent.

2.12.3.2 Mow tees with a properly adjusted reel type mower 2 to 5 times per week at a cutting height of 0.250"-0.450 inches. Clippings are to be removed and disposed of properly – immediately following mowing.

2.12.3.3 Verticut tees shall be done at a frequency when warranted to manage excessive tissue production.

2.12.3.4 Aerify tees shall be done at a frequency when warranted to manage excessive tissue production.

2.12.3.5 Repair worn and damaged turf areas as they occur by overseeding or re-sodding to insure playability at all times. GGA shall repair tee divots in the appropriate time so long as it does not impact players' enjoyment. Tees are to be maintained in a smooth and playable condition at all times.

2.12.3.6 Treat tees for control of insects, disease, weeds and other pests as needed, in a timely manner, to maintain a consistent and healthy playing surface at all times.

2.12.3.7 Trash receptacles are to be kept clean and emptied a minimum of once daily.

2.12.3.8 A sand container with appropriate dispensing device must be available and filled for use as needed on all 3 par tees for the repair of divots by golfers. Maintenance to resand as required.

2.12.3.9 Traffic control devices within 100 feet of teeing surfaces will be moved at a frequency which avoids excessive wear and promotes turf cover in irrigated areas.

2.12.3.10 Tees are to be overseeded annually utilizing GGAs' recommended range of over seeding at 5-12 lbs/M depending on the surface demands of the specific sports turf. This is to include the Driving Range tees.

2.12.4 FAIRWAY MAINTENANCE: Maintain all fairways in accordance with accepted playability and industry standards at all times, observing the following minimum requirements:

2.12.4.1 Mow fairways weekly at 0.325"-0.550" height depending on the time of year and surface demands of the golfer.

2.12.4.2 Verticut fairways as necessary for turf health and good playing condition.

2.12.4.3 Aerify all fairway shall be done at a frequency when warranted to manage excessive tissue production. Plugs will be removed or pulverized.

2.12.4.4 Treat turf to control weeds, diseases, insects, and other pests as necessary to maintain a weed free and healthy turn.

2.12.5 ROUGH MAINTENANCE: Maintain turf areas in accordance with applicable industry standards at all times, observing the following minimum requirements:

2.12.5.1 Mow as warranted to maintain consistency at 1 ¼" to 1 ½ "in height throughout the growing season.

2.12.5.2 Verticut as necessary to promote healthy growth.

2.12.5.3 Aerify rough shall be done at a frequency when warranted to manage excessive tissue production. Plugs will be removed or pulverized.

2.12.5.4 Overseed and top dress (or re-sod) worn or bare turf areas as necessary.

2.12.5.5 Treat turf to control weeds, diseases, insects and other pests, as necessary, to maintain a weed free and healthy turf.

2.13 SAND TRAPS

2.13.1 Sand traps shall be cleaned and raked as needed with sand added as required to a uniform minimum sand depth of 2-3 inches on slopes and 5-6 inches at base. Added sand must be consistent to insure compatibility and consistency with existing material. Exception to this standard would be if the bunkers are contaminated with rock and/or dirt and not able to maintain a clean layer of sand as a result. GGA shall then do its best to minimize exposure of the rock/dirt and will present an improvement capital plan to WCC for consideration.

2.13.2 Turf shall be mechanically edged around sand traps at regular intervals to ensure a neat appearance and eliminate turf grass encroachment.

2.13.3 Excess sand in the turf surrounding the trap shall be removed on a regular basis.

2.13.4 A minimum of one (1) freshly painted rake is to be available at all sand traps at all times. (Color to be reviewed with the Golf Course Operations Manager.)

2.14 SHURB BEDS/SEASONAL COLOR BEDS/PERIPHERY AREAS

2.14.1 Shrub Beds

2.14.1.1 Clean up shall occur on a regular basis, minimum monthly, to ensure that beds are kept free of fallen branches, excessive leaves and weeds. Trash such as papers, cans, bottles and other debris will be removed daily.

2.14.1.2 Weed control shall be accomplished through both chemical and mechanical means. It is the intent of the WCC to avoid the use of chemicals whenever practical. When chemicals are used in planting beds for weed control, care must be exercised to not damage desirable plant materials. If chemical drift occurs, GGA must immediately replace the damaged plant material with an appropriately sized substitute of the same genus and species of plant.

2.13.1.3 Trimming – Refer to Section 2.03

2.14.2 Seasonal Color Beds

2.14.2.1 All color beds shall be regularly cleaned of paper, cans, bottles, fallen branches, excessive leaves and weeds.

2.14.2.2 Weed control shall be accomplished through both chemical and mechanical means. It is the intent of the WCC to avoid the use of chemicals whenever practical.

2.14.2.3 Beds shall be cultivated on a regular basis.

2.14.2.4 Color plants shall be replaced as warranted.

2.14.3 Periphery Areas: These areas consist of all turf areas not previously mentioned. These areas are normally non-playable areas including, but not limited to, slopes, natural ditches, drainage channels, creek beds and lakes.

2.14.3.1 All periphery areas shall be maintained in a manner consistent with industry standards.

2.14.3.2 Areas shall be watered, mowed, weeded, cleaned of litter and other debris as needed.

2.14.3.3 Special attention shall be given to periphery areas adjacent to public roadways since these areas are highly visible to the general public and constitute a first impression of the overall quality and service level of the courses.

2.14.3.4 All areas are to be inspected for and repaired of any erosion problems on a regular basis and immediately corrected if needed.

2.15 left blank intentionally

2.16 GRAFFITI

2.16.1 The Facility shall be inspected daily for evidence of graffiti. Special attention shall be given to restrooms, signs, markers, block walls, curbing, paving trees, utility poles/boxes and/or any other structures or fixtures.

2.16.2 Upon notifying WCC, all graffiti shall be eradicated in a timely manner of detection if cost effective, if greater expense is required then WCC and GGA shall determine best course of action.

2.16.3 Graffiti requiring paint-over shall be painted over with a color consistent with that of the original surface and as approved by the Golf Course Operations Manager.

2.16.4 Graffiti on non-painted surfaces shall be removed by sand or water blasting.

2.17 COURSE ACCESSORY EQUIPMENT: All accessory equipment to be provided by GGA must be maintained in a clean, safe, functioning condition at all times and repainted as required to present an aesthetically pleasing appearance. Accessory equipment for each hole shall consist of the following:

NOTE: Colors to be approved by the Golf Course Operations Manager.

Yardage Marker
Ball Washers
Flags and Poles
Cups

Trash Receptacles
Clean Brushes
Sand Buckets
Ropes and Stakes
Rakes

2.18 CART PATH/STEPS AND STAIRS/RAMPS/WALKWAYS/BRIDGES

2.18.1 All shall be kept presentable and swept or blown clean as needed.

2.18.2 To be edged and scraped clean as warranted.

2.18.3 All potholes, cracks and/or other surface damage shall be noted to WCC upon detection. Any damage cart paths requiring repair shall be approved and funded by WCC.

2.19 RESTROOMS & ONCOURSE WATER COOLERS

2.19.1 Restrooms shall be cleaned and sanitized daily using cleaning and sanitizing agents recognized for use in public restrooms. Maintenance shall include, but not be limited to:

- Sweeping and mopping floor
- Cleaning and sanitizing basis, metal fixtures, urinals, toilets and trash receptacles

2.19.2 Paper supplies shall be furnished by WCC and checked and restocked daily as needed by GGA.

2.19.3 Walls, ceilings, screens and windows shall be cleaned at least monthly.

2.19.4 Any restroom renovations, damages, lighting or any leaks are to be the responsibility of WCC.

2.19.5 Any on course water coolers for public consumption shall be the responsibility of WCC to maintain and service as necessary.

2.20 MAINTENANCE HEADQUARTERS

2.20.1 Upon the WCC delivering the maintenance headquarters to GGA meeting code requirements, the maintenance headquarters shall be kept clean and neat at all times with all material inventories and supplies stored in a manner in keeping with OSHA, Fire Department, and all WCC, County, State and Federal regulations.

2.20.2 The area shall be locked or otherwise secured when unattended to discourage unauthorized entry.

2.20.3 Office, lunchroom, and all maintenance areas to be cleaned in the same manner as the restrooms on the course.

2.21 and 2.22 left blank intentionally

2.23 WATER COURSE MAINTENANCE

2.23.1 GGA is responsible for keeping trash and debris clear around the water edges. All other aquatic maintenance is to be the responsibility of an outside contractor, which shall be contracted and paid by GGA.

2.24 CONSTRUCTION AND/OR REMODELING: Any and all changes in the physical characteristics of any portion of the courses such as addition or removal of sand traps, trees, water hazards, native vegetation or other features shall require prior approval of the Golf Course Operations Manager and be funded by WCC.

2.25 DRIVING RANGE MAINTENANCE

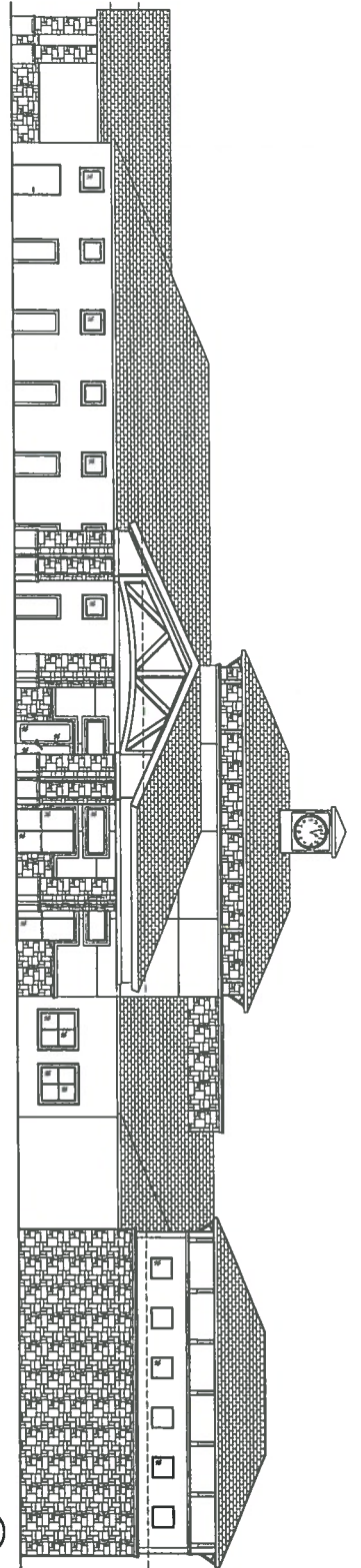
2.25.1 Driving range tees

2.25.1.1 Grass Tees shall be mowed with a reel type mower as warranted to maintain a maximum height of 0.325"-0.450"

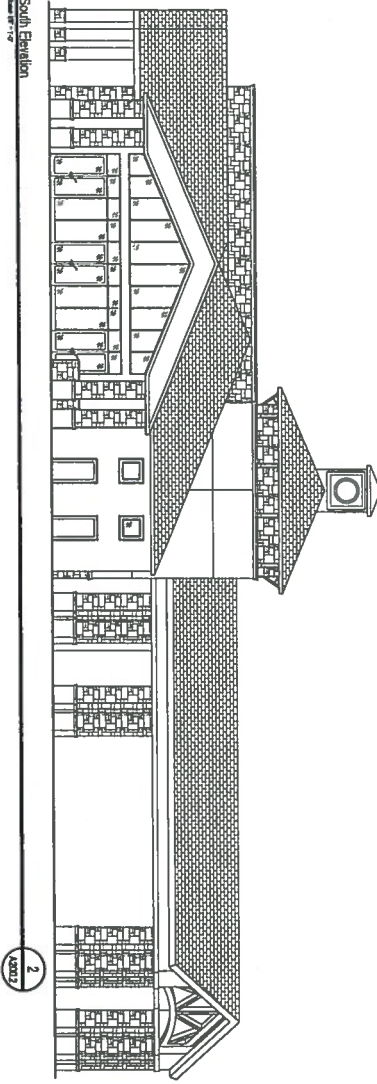
2.25.1.2 General turf maintenance shall conform to procedures in Section 2.12.

EXHIBIT "I"

CONCEPTUAL ELEVATIONS OF NEW CLUBHOUSE



West Elevation
Scale: 1/4" = 1'-0"



South Elevation
Scale: 1/4" = 1'-0"

RJS
RJS ARCHITECTS, INC.
11019 Northwest 19th Street
Coral Springs, Florida 33071
Tel: 954/351-1919
Fax: 954/351-1920
E: info@rjsarchitects.com
W: www.rjsarchitects.com

A Building for
Woodmont Country Club
7801 NW 80th Avenue
Tamarac, Florida 33321

Project Name	Woodmont Country Club
Project Number	13049
Project Manager	David J. Smith
Owner	Woodmont Country Club
Architect	RJS Architects, Inc.
Scale	1/4" = 1'-0"
Sheet	A 200.2
Date	10/1/03

ISSUANCE OF DOCUMENTATION:	
1. PRELIMINARY DESIGN	11/23/2014
2. Schematic Design	
3. Design Development	
4. Construction Documents	
5. Construction Administration	

REVISIONS:		
Number	Date	Description
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

PRELIMINARY ELEVATIONS

Project Name: **13049**
Project Number: **13049**
Project Manager: **David J. Smith**
Owner: **Woodmont Country Club**
Architect: **RJS Architects, Inc.**
Scale: **1/4" = 1'-0"**
Sheet: **A 200.2**
Date: **10/1/03**



7801 NW 80th Avenue
Tamarac, Florida 33321

Dr. Peter Dinklage, president of the National Association of the Deaf, says that the hearing-impaired are not being treated as equals. He says that the hearing-impaired are being treated as "second-class citizens" and that they are being treated as "second-class citizens" in the workplace, in the schools, in the community, and in the home. He says that the hearing-impaired are being treated as "second-class citizens" in the workplace, in the schools, in the community, and in the home. He says that the hearing-impaired are being treated as "second-class citizens" in the workplace, in the schools, in the community, and in the home.

REVISIONS:		
Number	Date	Description
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Project Number 15049	Principal	AS
	Project Manager	AS
	Drawn by	AS

[illegible]

EXHIBIT "J"

LEGAL DESCRIPTION OF THE CLUBHOUSE PARCEL



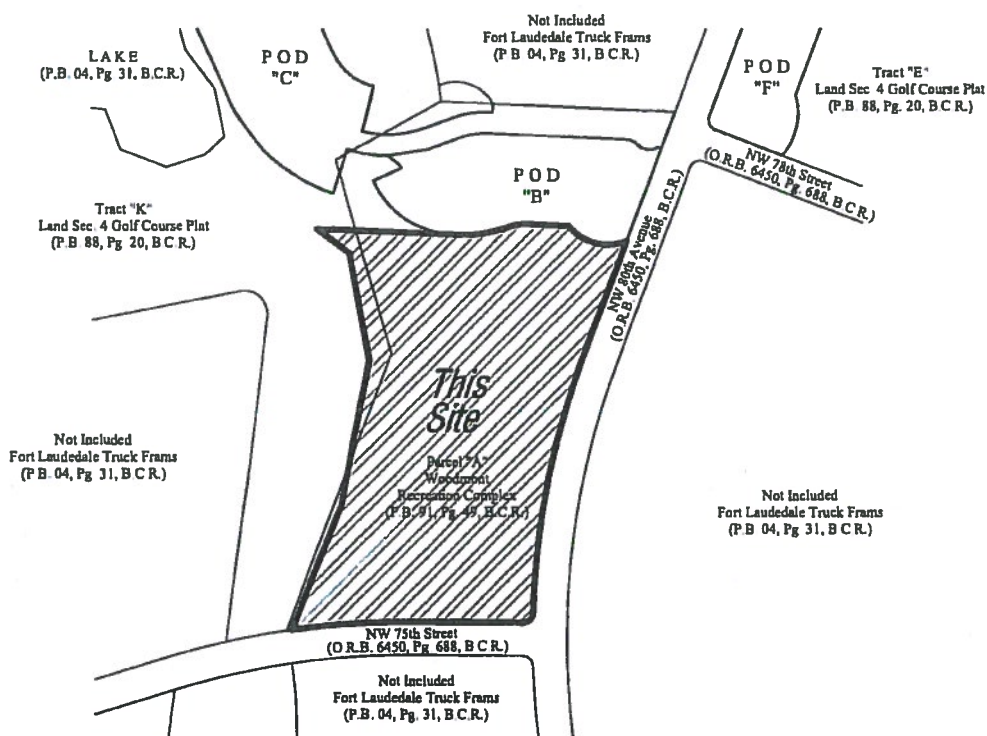
DJG Surveying and Mapping, Inc.

LB# 7682

6750 NW 9TH COURT
MARGATE, FLORIDA 33063
PHONE: 954-675-7244
EMAIL: ADMIN@DJGSURVEY.COM
www.djgsurvey.com

- Sketch and Description -
Clubhouse Parcel

Sheet 1 of 3



SURVEYOR'S NOTES:

1. BEARING REFERENCE: Bearing Reference: Bearings shown hereon are referenced to the South Line of Tract "I", *Land Sec. 4 Golf Course Plat*, Plat Book 88, Page 20, B.C.R. Said line bears South 62°17'32" West.
2. This is not a survey, but only a graphic depiction of the land shown hereon and its calculated legal description. No boundary corners were set in the field related to this sketch.
3. All recordings shown hereon are referenced to the Public Records of Broward County, Florida.

No.	REVISIONS	DATE

NOT VALID WITHOUT THE
SIGNATURE AND THE
ORIGINAL RAISED SEAL OF
A FLORIDA LICENSED
SURVEYOR AND MAPPER

Dennis J. Gabriele

02/07/2014
DENNIS J. GABRIELE
Professional Surveyor and Mapper
NO. LS 5709
State of Florida

JOB NO. 10-0218 DRAWN BY: MRK QC: DJG SCALE: NTS



6750 NW 9TH COURT
MARGATE, FLORIDA 33063
PHONE: 954-675-7244
EMAIL: ADMIN@DJGSURVEY.COM
www.djgsurvey.com

Tract "K"
Land Sec. 4 Golf Course Plat
(P.B. 88, Pg. 20, B.C.R.)

Fort Lauderdale Truck Farms
(P.B. 4, Pg. 31, B.C.R.)

POD "C"

LAKE

POD "B"

R = 300.00' N 72°36'51" E
L = 102.89' 23.61'
D = 19°38'59"

R = 120.00' L = 151.83' D = 72°29'41"

N 52°45'41" W 95.76'

S 87°44'10" E 337.92'

R = 100.00' L = 34.78' D = 19°55'40"

S 87°27'29" E 98.13'

N 50°42'59" E Radial

NW 80th Avenue
(O.R.B. 6450, Pg. 688, B.C.R.)

NW 78th Street
(O.R.B. 6450, Pg. 688, B.C.R.)

Parcel "A"
Woodmont
Recreation Complex
(P.B. 91, Pg. 49, B.C.R.)

N 09°58'39" W 256.57'

N 11°17'44" E 349.63'

N 22°04'10" E 315.71'

R = 1,950.00' L = 12.21' D = 00°21'32"

489,437 Square Feet
11.24 Acres

P.O.B.

N 89°36'55" W 264.00'

NW 75th Street
(O.R.B. 6450, Pg. 688, B.C.R.)

R = 1,950.00' L = 283.54' D = 08°19'52"

R = 25.00' L = 38.45' D = 88°06'50"

P.O.C.

S 80°18'16" E (Radial)

Easternmost Southeast Corner
Tract "K"

Land Sec. 4 Golf Course Plat
(P.B. 88, Pg. 20, B.C.R.)

Fort Lauderdale Truck Farms
(P.B. 4, Pg. 31, B.C.R.)

P.O.B. = Point of Beginning
P.O.C. = Point of Commencement
P.O.T. = Point of Termination
P.B. = Plat Book
Pg. = Page

B.C.R. = Broward County Records
R = Radius
L = Arc Length
D = Delta (Central Angle)



LEGAL DESCRIPTION

A portion of Tract "K", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of *Parcel "A", Woodmont Recreation Complex*, as recorded in Plat Book 91, Page 49, of the Public Records of Broward County, Florida, all being more particularly described as follows:

Commencing at the Easternmost Southeast corner of said Tract "K", said point being a point on the North line of NW 75th Street as described in Official Records Book 6450, Page 688, and a point on the arc of a circular curve, concave to the South, having a radius of 1,950.00 feet and a central angle of 00°21'32", a radial line bears from said point South 08°18'18" East; Thence, Easterly along the arc of said curve, an arc distance of 12.21 feet to the **Point of Beginning**;

Thence, North 22°04'10" East, a distance of 315.71 feet;

Thence, North 11°17'44" East, a distance of 349.63 feet;

Thence, North 09°58'39" West, a distance of 256.57 feet;

Thence, North 52°45'41" West, a distance of 95.76 feet;

Thence, South 87°44'10" East, a distance of 337.92 feet to the point of curvature of a circular curve, concave to the North, having a radius of 300.00 feet and a central angle of 19°38'59";

Thence, Northeasterly along the arc of said curve, an arc distance of 102.89 feet to the point of tangency;

Thence, North 72°36'51" East, a distance of 23.61 feet to the point of curvature of a circular curve, concave to the South, having a radius of 100.00 feet and a central angle of 19°55'40";

Thence, Northeasterly along the arc of said curve, an arc distance of 34.78 feet to the point of tangency;

Thence, South 87°27'29" East, a distance of 98.13 feet to a point on the arc of a circular curve, concave to the North, having a radius of 120.00 feet and a central angle of 72°29'41"; a radial line bears from said point North 50°42'59" East;

Thence, Southeasterly along the arc of said curve, an arc distance of 151.83 feet to a point on the West line of NW 80th Avenue;

Thence, South 21°00'00" West, along said West line, a distance of 273.62 feet to the point of curvature of a circular curve, concave to the East, having a radius of 1,950.00 feet and a central angle of 18°43'45";

Thence, Southerly along the arc of said curve, and the West line of NW 80th Avenue, an arc distance of 637.43 feet to the point of reverse curvature of a circular curve concave Northwesterly having a radius of 25.00 feet and a central angle of 88°06'50";

Thence, Southwesterly along the arc of said curve, and the North line of 75th Street, an arc distance of 38.45 feet to the point of tangency;

Thence, North 89°36'55" West, along the North line of 75th Street, a distance of 264.00 feet to the point of curvature of a circular curve, concave to the South, having a radius of 1,950.00 feet and a central angle of 08°19'52";

Thence, Southwesterly along the arc of said curve, and the North line of NW 75th Street, an arc distance of 283.54 feet to the **Point of Beginning**.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 489,437 square feet (11.24 acres) more or less.

EXHIBIT "K"

FORM COMPLETION BOND

DRAFT AIA® Document A312™ - 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

« »
« »

SURETY:

(Name, legal status and principal
place of business)

« »
« »

OWNER:

(Name, legal status and address)

« »
« »

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

«test»

« »

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond:

« »

None

« »

See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and

« »

Title:

Signature:

Name and

« »

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

« »
« »
« »
« »
« »
« »

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to

the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

« »

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Signature:

Name and Title: « »« »

Address: « »

SURETY

Company:

(Corporate Seal)

Signature:

Name and Title: « »« »

Address: « »

EXHIBIT "L"

CONCEPTUAL LOCATION OF INTERIOR ROADWAYS



LEGEND
PROPOSED ROAD

LAND DESIGN SOUTH
Planning | Landscape Architecture
Environmental Services | Transportation
400 Columbia Drive, Suite 111 • West Palm Beach, FL 33409
Telephone: 561-478-4501 • Fax: 561-478-4012

WOODMONT COUNTRY CLUB PROPOSED ROADS

NO.	REVISIONS
1	ISSUED FOR PERMITTING
2	ISSUED FOR CONSTRUCTION
3	ISSUED FOR AS-BUILT
4	ISSUED FOR FINAL
5	ISSUED FOR RECORD
6	ISSUED FOR ARCHIVE
7	ISSUED FOR DESTRUCTION
8	ISSUED FOR REMEDIATION
9	ISSUED FOR RECONSTRUCTION
10	ISSUED FOR REPAIR
11	ISSUED FOR REPLACEMENT
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ALL DRAWINGS, SPECIFICATIONS AND NOTATIONS ARE THE PROPERTY OF LAND DESIGN SOUTH. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF LAND DESIGN SOUTH.

DATE: 01/11/11
DRAWN BY: J. L. LYT
CHECKED BY: J. L. LYT
SCALE: 1"=40'
SHEET # 1 OF 1

EXHIBIT "M"



6 FT MASONRY BLOCK FENCE SYSTEM



6 FT PREFABRICATED POST AND PANEL WALL SYSTEM



CUSTOM 6 FT MASONRY WALL W/COLUMNS



CUSTOM 6 FT MASONRY COLUMNS W/2 FT WALL & 4 FT FENCE



CUSTOM 6 FT MASONRY COLUMN W/6 FT FENCE

EXHIBIT "N"

LIST OF SPECIFIC LOCAL DEVELOPMENT APPROVALS REQUIRED

Land Use Plan Amendment.....	City of Tamarac & Broward County
Rezoning for Residential and Commercial Parcels.....	City of Tamarac
Site Plan Approval for Residential and Commercial Parcels...	City of Tamarac
Plat Approval.....	City of Tamarac & Broward County
Building Permits.....	City of Tamarac
Engineering Permits.....	City of Tamarac
Surface Water Management License Application & Joint Application for Environmental Resource Permit (if required).....	Broward County Environmental Planning Department (BCEPD)
Construction Permit Application for Community Water System Extension.....	Broward County Health Department
Application to Construct a Wastewater Collection/ Transmission System & Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System	BCEPD
Notice of Intent to Use Generic Permit for Stormwater Discharge For Large and Small Construction Activities.....	FL Department of Environmental Protection (FDEP)
Water Use Permit Application Form.....	South FL Water Management District
Tree Removal Permit (if required).....	City of Tamarac



Title - TR12889 - Purchase of Cardiac Defibrillators and Monitors

Item No. 6 (i) on the Consent Agenda. (TR12889) A Resolution of the City Commission of the City of Tamarac, Florida authorizing the appropriate City Officials to execute an Agreement for the purchase of nine (9) ZOLL X-Series manual cardiac monitor/defibrillators with related accessories from ZOLL Medical Corporation, a vendor under the National Purchasing Partners Agreement, for an amount not to exceed a total of \$230,911.02; authorizing the trade in of nine (9) Physio-Control outdated cardiac monitors and defibrillators; providing for conflicts; providing for severability, and providing for an effective date. - ***Assistant Operations Chief Percy Sayles, Division Chief Professional Standards Steve Stillwell and Purchasing/Contracts Manager Keith Glatz***

ATTACHMENTS:

Description	Upload Date	Type
▣ TR#12889 - Memo	11/21/2016	Cover Memo
▣ TR#12889 - Resolution	11/21/2016	Resolution
▣ TR#12889 - Exhibit 1	11/21/2016	Exhibit
▣ TR#12889 - Exhibit 2	11/21/2016	Exhibit

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
FIRE RESCUE DEPARTMENT**

TO: Mike C. Cernech, City Manager

DATE: November 21, 2016

FROM: Mike Burton, Fire Chief

**RE: TR #12889
Purchase Cardiac Defibrillators
and Monitors**

Recommendation:

Place TR#12889 on the agenda for the December 14, 2016 City Commission Meeting to authorize the purchase of nine (9) ZOLL X-Series manual monitors and defibrillators with related accessories, and the trade-in of nine (9) Physio-Control cardiac defibrillators/monitors in an amount not to exceed \$230,911.02.

Issue:

The State of Florida, Chapter 64J-1.003(7), Florida Administrative Code, requires a Cardiac Defibrillator/Monitor on every licensed Advanced Life Support (ALS) vehicle. Upgrade current Cardiac Defibrillators/Monitors and related equipment on City of Tamarac Fire Rescue ALS vehicles to maintain the Department's emergency and operational readiness, providing state of the art and improved equipment technology within the Fire Rescue Department.

Background:

Today, cardiac arrest is the most common cause of death in adults. Therefore, recognition, cardiopulmonary resuscitation (CPR), and early activation of EMS are all essential in increasing the chances of survival; Quality CPR and early defibrillation have proven to significantly reduce mortality/morbidity in the presence of sudden cardiac arrest. In an effort to prepare for such a devastating event, cardiac monitoring companies have enhanced their technology to assist pre-hospital providers in providing the best opportunity for patient outcomes.

Currently, Tamarac Fire Rescue utilizes Physio-Control cardiac defibrillator/monitors. However, technology has improved and options exist to better deliver patient care to those citizens and visitors within the City of Tamarac experiencing a cardiac event.

With assistance from our department Continuous Quality Improvement (CQI) Committee a recent comparison of cardiac monitoring companies took place between Physio-Control Incorporated, ZOLL Medical Corporation, and Philips. Demonstrations and evaluations were conducted to gather information and feedback to provide a better platform for informed decision making. Some areas of immediate concern were: CPR assistance capabilities, biphasic defibrillation technology, AED adult/children capability, battery life, and data transfer capabilities. Additionally, weight and

size of the product, carbon monoxide monitoring capabilities, and the products ease of use where likewise considered.

The outcome of the evaluation process resulted in the CQI committee forwarding a recommendation to the Fire Chief in support of transitioning to the ZOLL X-Series cardiac defibrillator/monitor device which will improve patient care and reporting capabilities.

ZOLL Medical Corporation's partnership with the National Purchasing Partners (NPP) cooperative purchasing process has been determined to be a credible source of procurement, and has been utilized by the City for other purchases, specializing in Fire/Rescue equipment.

The National Purchasing Partners, pursuant to a competitive solicitation process awarded an agreement to ZOLL Medical Corp. via a Request for Proposal for Cardiac Defibrillators/Monitors and accessories.

The National Purchasing Partners Master Agreement, including an itemized price list is attached hereto as Exhibit 1. ZOLL Medical Corporation is a bonafide vendor under the National Purchasing Partners Agreement.

The transition/replacement cost of nine (9) ZOLL X- Series Cardiac Defibrillator/Monitor purchases and related accessories is \$230,911.02. Tamarac Fire Rescue has obtained a quote from ZOLL Medical Corp. attached hereto as Exhibit 2.

The total dollar amount relates to funds encumbered in anticipation of FDA-approval and shipping for the new Cardiac Defibrillator/Monitor purchases.

SUMMARY OF EQUIPMENT PURCHASE PROCESS	QTY	PRICE
ZOLL Medical Corp. Itemized Quote & Accessories	9	312,631.02
Trade In of Old technology Physio-Control Cardiac Defibrillators	9	112,500.00
ZOLL Medical Corp. Extended Warranty of New Equipment	9	30,780.00
Total Price		230,911.02

The Resolution authorizes the purchase of nine (9) ZOLL X- Series machines with appropriate accessories and the trade-in of nine (9) Physio-Control LifePak 15 machines ranging from three (3) to eight (8) years old. The accessories for the ZOLL X- Series include:

- Lead cables
- A/C adapter
- A/C power cord
- Carrying Case
- Operations Manual
- Battery/Battery Conditioners & Rechargers

Chargers will be available at each station for each in-service unit and can be deployed to each Rescue during a disaster.

Fiscal Impact:

The cardiac defibrillators/monitors would be purchased from the Medical and Rescue Equipment Capital Account #120-4520-522-64-10. These funds are available in the approved FY17 budget.

There is no known unusual purchasing or legal requirements related to these items.

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 EXECUTE AN AGREEMENT FOR THE PURCHASE OF NINE (9) ZOLL X-SERIES MANUAL CARDIAC MONITOR/DEFIBRILLATORS WITH RELATED ACCESSORIES FROM ZOLL MEDICAL CORPORATION, A VENDOR UNDER THE NATIONAL PURCHASING PARTNERS AGREEMENT, FOR AN AMOUNT NOT TO EXCEED A TOTAL OF \$230,911.02; AUTHORIZING THE TRADE IN OF NINE (9) PHYSIO-CONTROL OUTDATED CARDIAC MONITORS AND DEFIBRILLATORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Chapter 64J-a.003(7), Florida Administrative Code requires a Cardiac Monitor and Defibrillator on every licensed Advanced Life Support (ALS) vehicle; and

WHEREAS, upgrading Cardiac Monitor and Defibrillator on City of Tamarac Fire Rescue ALS vehicles maintains the Department's emergency and operational readiness; and

WHEREAS, currently, Tamarac Fire Rescue (TFR) utilizes Physio-Control cardiac defibrillator/monitors; and

WHEREAS, technology has improved and options exist to better deliver patient care to those citizens and visitors within the City of Tamarac experiencing a cardiac event; and

WHEREAS, demonstrations and evaluations among three (3) companies: Physio-Control Inc., ZOLL Medical Corp., and Philips were conducted by the TFR Continuous Quality Improvement Committee on some critical areas of concern like CPR assistance, carbon monoxide monitoring and data transfer capabilities, battery life, biphasic defibrillation technology, product ease of use, etc; and

WHEREAS, the results of the evaluation process resulted in the CQI Committee forwarding a recommendation to the Fire Chief in support of transitioning to the ZOLL X-

Series cardiac defibrillator/monitor device which will improve patient care and reporting capabilities; and

WHEREAS, ZOLL Medical Corp., partnership with the National Purchasing Partner (NPP) cooperative purchasing process has been determined to be a credible source of procurement, and has been utilized by the City of other purchases, specializing in Fire/Rescue equipment; and

WHEREAS, the NPP pursuant to a competitive solicitation process awarded an agreement to ZOLL Medical Corp. via a Request for Proposal; and

WHEREAS, the NPP Master Agreement, including an itemized price list is attached hereto as Exhibit 1, and ZOLL Medical Corporation is a bonafide vendor under the NPP Agreement; and

WHEREAS, TFR has obtained a quote from ZOLL Medical Corp. for the nine (9) ZOLL X-Series Cardiac Defibrillator/Monitors and related accessories from ZOLL Medical Corp. for \$230,911.02 attached hereto as Exhibit 2; and

WHEREAS, ZOLL Medical Corporation has agreed to accept nine (9) Physio-Control Lifepak 15 defibrillators as trade-in for the nine (9) ZOLL X-Series Cardiac Defibrillator units; and

WHEREAS, the Fire Chief, Financial Services Director and the Purchasing and Contracts Manager recommend the execution of a purchase Agreement between the ZOLL Medical Corp. and the City of Tamarac, for the purchase of nine (9) ZOLL X-Series Cardiac Defibrillator/Monitors and related accessories, and trade-in of nine (9) Physio-Control Lifepak 15 defibrillators for a total agreement amount not to exceed \$230,911.02; and

WHEREAS, the City Commission of the City of Tamarac deems it to be in the best interest of the citizens and residents of the City of Tamarac to authorize the purchase agreement with ZOLL Medical Corp. for nine (9) ZOLL X-Series Cardiac Defibrillator/Monitors and related accessories, and to approve the trade-in of nine (9) Physio-Control Lifepak 15 defibrillators and to execute a purchase agreement in the amount not to exceed \$230,911.02.

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 expressly incorporated herein and made a part hereof.

SECTION 2: The appropriate City Officials are hereby authorized to execute a purchase Agreement between the City of Tamarac and ZOLL Medical Corp. for nine (9) ZOLL X-Series Cardiac Defibrillator/Monitors and related accessories, and to authorize the trade-in of nine (9) Physio-Control Life-Pak 15 defibrillators, for a total agreement cost not to exceed \$230,911.02, (attached hereto as Exhibit 2).

SECTION 3: Funding is available for the purchase of nine (9) ZOLL X-Series Cardiac Defibrillator/Monitors and related accessories from the appropriate FY17 Capital Medical and Rescue Equipment account at a total cost not to exceed \$230,911.02.

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:

PAT A. TEUFEL, CMC

CITY CLERK

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

SAMUEL S. GOREN
CITY ATTORNEY

**Seventh Amendment to Automatic Electronic Defibrillators and
Clinical Defibrillators
Master Purchase Agreement**

Distributor Addition

This Amendment to the Master Purchase Agreement is entered into this 30th day of September, 2016 by the LEAGUE OF OREGON CITIES ("Purchaser") and ZOLL MEDICAL CORPORATION ("Supplier") based upon the sales and/or service of Automatic Electronic Defibrillators and Clinical Defibrillators

RECITALS

WHEREAS, Purchaser and Supplier entered into a Master Purchase Agreement on or about July 30, 2012 and by this reference incorporated herein; and

WHEREAS, Purchaser and Supplier entered into an Amendment to the Master Purchase Agreement on or about October 10, 2013 and by this reference incorporated herein; and

WHEREAS, Purchaser and Supplier entered into a Second Amendment to the Master Purchase Agreement on or about July 24, 2014 and by this reference incorporated herein; and

WHEREAS, Purchaser and Supplier entered into a Third Amendment to the Master Purchase Agreement on or about December 2, 2014 and by this reference incorporated herein; and

WHEREAS, Purchaser and Supplier entered into a Fourth Amendment to the Master Purchase Agreement on or about May 29, 2015 and by this reference incorporated herein; and

WHEREAS, Purchaser and Supplier entered into a Fifth Amendment to the Master Purchase Agreement on or about July 29, 2015 and by this reference incorporated herein; and

WHEREAS, Purchaser and Supplier entered into a Sixth Amendment to the Master Purchase Agreement on or about July 26, 2016 and by this reference incorporated herein; and

WHEREAS, Supplier desires to add a distributor that is authorized to provide AED Plus, AED Pro, and related AED Packages and Accessories under the terms of the Master Purchase Agreement; and

WHEREAS, Supplier has provided notice of the distributor addition on or about September 16, 2016; and

WHEREAS, Purchaser and Supplier desire that the Master Purchase Agreement shall be amended in part to reflect the distributor addition;

NOW, THEREFORE, Purchaser and Supplier enter into the following:

AMENDMENT TO MASTER PURCHASE AGREEMENT


1. Addition to distributor list for AED Plus, AED Pro, and related AED Packages and Accessories for Automatic Electronic Defibrillators and Clinical Defibrillators The following distributor is added to the list of authorized distributors to sell AED Plus, AED Pro, and related AED Packages and Accessories under the terms of the Master Purchase Agreement:

R&M Associates LLC
dba PROACTIVE SAFETY
948 Sullivan Ave
South Windsor, CT 06074
Contact: Jason D. Race
(860)729-5286
Jason@DoYouKnowCPR.com

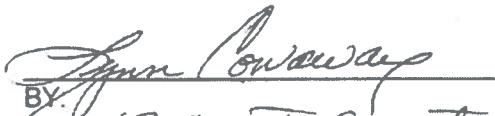
2. Full Force and Effect. In each and every other respect, the terms of the Master Purchase Agreement, as amended, entered into between the parties on or about July 30, 2012 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Purchase Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES:

 Date 9-29-16
BY: _____
ITS: Member Services Director

ZOLL MEDICAL CORPORATION:

 Date 9/27/16
BY: _____
ITS: VP Corporate Accounts

**Sixth Amendment to Automatic and Electronic Defibrillators
and Clinical Defibrillators
Master Purchase Agreement**

Contract Extension

This Amendment to the Master Purchase Agreement is entered into this 23rd day of May 2016 by the LEAGUE OF OREGON CITIES ("Purchaser") and ZOLL MEDICAL CORPORATION ("Supplier") based upon the sales and/or service of Automatic Electronic Defibrillators and Clinical Defibrillators

RECITALS

WHEREAS, Purchaser and Supplier entered into a Master Purchase Agreement on or about July 30, 2012 and by this reference incorporated herein; and

WHEREAS, Purchaser and Supplier entered into an Amendment to the Master Purchase Agreement on or about October 10, 2013 and by this reference incorporated herein; and

WHEREAS, Purchaser and Supplier entered into a Second Amendment to the Master Purchase Agreement on or about July 24, 2014 and by this reference incorporated herein; and

WHEREAS, Purchaser and Supplier entered into a Third Amendment to the Master Purchase Agreement on or about December 2, 2014 and by this reference incorporated herein; and

WHEREAS, Purchaser and Supplier entered into a Fourth Amendment to the Master Purchase Agreement on or about May 29, 2015 and by this reference incorporated herein; and

WHEREAS, Purchaser and Supplier entered into a Fifth Amendment to the Master Purchase Agreement on or about July 29, 2015 and by this reference incorporated herein; and

WHEREAS, Article 3.1 of the Master Purchase Agreement provides for the extension of the Agreement for four (4) additional one (1) year periods upon written notice; and

WHEREAS, Purchaser and Supplier desire to extend the term of the Master Purchase Agreement;

NOW, THEREFORE, Purchaser and Supplier enter into the following:

AMENDMENT TO MASTER PURCHASE AGREEMENT


1. Extension of Master Purchase Agreement Term.

Pursuant to Article 3, Section 3.1, Purchaser and Supplier agree to extend the Master Purchase Agreement through July 31, 2017.

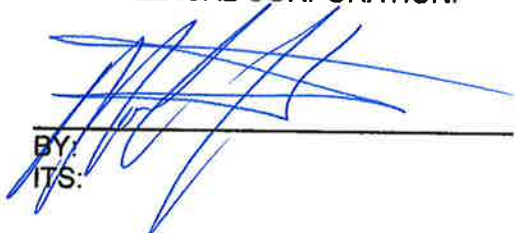
2. Full Force and Effect. In each and every other respect, the terms of the Master Purchase Agreement, as amended, entered into between the parties on or about July 30, 2012 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Purchase Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES:

 Date 5-23-16
BY: SUSAN MUIR
ITS: MEMBER SERVICES DIRECTOR

ZOLL MEDICAL CORPORATION:

 Date 7-26-2016
BY: _____
ITS: _____

**Fifth Amendment to Automatic Electronic Defibrillators and
Clinical Defibrillators
Master Purchase Agreement

Distributor Addition**

This Amendment to the Master Purchase Agreement is entered into this 29th day of July, 2015 by the LEAGUE OF OREGON CITIES ("Purchaser") and ZOLL MEDICAL CORPORATION ("Supplier") based upon the sales and/or service of Automatic Electronic Defibrillators and Clinical Defibrillators

RECITALS

WHEREAS, Purchaser and Supplier entered into a Master Purchase Agreement on or about July 30, 2012 and by this reference incorporated herein; and

WHEREAS, Purchaser and Supplier entered into an Amendment to the Master Purchase Agreement on or about October 10, 2013 and by this reference incorporated herein; and

WHEREAS, Purchaser and Supplier entered into a Second Amendment to the Master Purchase Agreement on or about July 24, 2014 and by this reference incorporated herein; and

WHEREAS, Purchaser and Supplier entered into a Third Amendment to the Master Purchase Agreement on or about December 2, 2014 and by this reference incorporated herein; and

WHEREAS, Purchaser and Supplier entered into a Fourth Amendment to the Master Purchase Agreement on or about May 29, 2015 and by this reference incorporated herein; and

WHEREAS, Supplier desires to add a distributor that is authorized to provide AED Plus, AED Pro, and related AED Packages and Accessories under the terms of the Master Purchase Agreement; and

WHEREAS, Supplier has provided notice of the distributor addition on or about July 21, 2015; and

WHEREAS, Purchaser and Supplier desire that the Master Purchase Agreement shall be amended in part to reflect the distributor addition;

NOW, THEREFORE, Purchaser and Supplier enter into the following:

AMENDMENT TO MASTER PURCHASE AGREEMENT

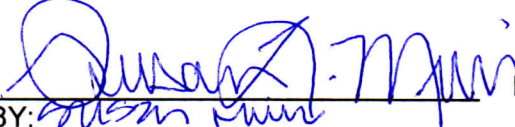
1. Addition to distributor list for AED Plus, AED Pro, and related AED Packages and Accessories for Automatic Electronic Defibrillators and Clinical Defibrillators The following distributor is added to the list of authorized distributors to sell AED Plus, AED Pro, and related AED Packages and Accessories under the terms of the Master Purchase Agreement:

Moore Medical LLC
1690 New Britain Avenue
PO Box 4066
Farmington, CT 06034-4066
Contact: Robert Silberman, Sr. Market Mgr. – School & Govt.
Email: Robert.Silberman@Mooremedical.com
Phone: 904.380.4876
Mobile: 904.535.6490
Fax: 904.322.3207


2. Full Force and Effect. In each and every other respect, the terms of the Master Purchase Agreement, as amended, entered into between the parties on or about July 30, 2012 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Purchase Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES:

 Date 7.29.15
BY: Susan Munn
ITS: MEMBER SERVICES DIRECTOR

ZOLL MEDICAL CORPORATION:


Date July 29, 2015
BY: Michael Trotter
ITS: ZMS Group VP of Sales

**Fourth Amendment to Automatic Electronic Defibrillators and
Clinical Defibrillators
Master Purchase Agreement**

Product Adjustment

This Amendment to the Master Purchase Agreement is entered into this 6th day of May, 2015 by the LEAGUE OF OREGON CITIES ("Purchaser") and ZOLL MEDICAL CORPORATION ("Supplier") based upon the sales and/or service of Automatic Electronic Defibrillators and Clinical Defibrillators

RECITALS

WHEREAS, Purchaser and Supplier entered into a Master Purchase Agreement on or about July 30, 2012 and by this reference incorporated herein; and

WHEREAS, Purchaser and Supplier entered into an Amendment to the Master Purchase Agreement on or about October 10, 2013 and by this reference incorporated herein; and

WHEREAS, Purchaser and Supplier entered into a Second Amendment to the Master Purchase Agreement on or about July 24, 2014 and by this reference incorporated herein; and

WHEREAS, Purchaser and Supplier entered into a Third Amendment to the Master Purchase Agreement on or about December 2, 2014 and by this reference incorporated herein; and

WHEREAS, Pursuant to Attachment A of the Master Purchase Agreement, Supplier desires to update the price list to reflect package options of products that are consistent with the products and pricing already offered in the Master Purchase Agreement; and

WHEREAS, Supplier has provided notice of product adjustment on or about May 5, 2015; and

WHEREAS, Supplier desires to provide a list of distributors that are authorized to provide AED Plus, AED Pro, and related AED Packages and Accessories under the terms of the Master Purchase Agreement; and

WHEREAS, Purchaser and Supplier desire that the Master Purchase Agreement shall be amended in part to reflect the product adjustment and distribution list;

NOW, THEREFORE, Purchaser and Supplier enter into the following:

AMENDMENT TO MASTER PURCHASE AGREEMENT

1. **Adjustment to Price List on Automatic Electronic Defibrillators and Clinical Defibrillators.** Attachment A to the Master Purchase Agreement shall be amended in part to reflect the following product package additions:

Semi-Automatic AED Plus Packages ZOLL AED Plus - Public Safety Only:

Part Number	Description	List Price	NPP
8000-004000-01	AED Plus with Medical Prescription: ZOLL AED Plus with AED Cover, PlusRX Medical Prescription, CPR-D-padz® Electrode, pack of 10 CR123a batteries, and Carry Case	\$2,100	\$1,350
8000-004003-01	AED Plus with PlusTrac Professional1: ZOLL AED Plus with AED Cover, PlusTrac Professional1*, CPR-D-padz® Electrode, pack of 10 CR123a batteries, and Carry Case	\$2,299	\$1,485
8000-004004-01	AED Plus with PlusTrac Professional5: ZOLL AED Plus with AED Cover, PlusTrac Professional5*, CPR-D-padz® Electrode, pack of 10 CR123a batteries, and Carry Case	\$2,599	\$1,675

Fully Automatic AED Plus Packages ZOLL AED Plus - Public Safety Only:

Part Number	Description	List Price	NPP
8000-004007-01	Fully Automatic AED Plus with Medical Prescription: ZOLL Fully Automatic AED Plus with AED Cover, PlusRX Medical Prescription, CPR-D-padz® Electrode, pack of 10 CR123a batteries, and Carry Case	\$2,100	\$1,350

8000-004010-01	Fully Automatic AED Plus with PlusTrac Professional1: ZOLL Fully Automatic AED Plus with AED Cover, PlusTrac Professional1*, CPR-D-padz® Electrode, pack of 10 CR123a batteries, and Carry Case	\$2,299	\$1,485
8000-004011-01	Fully Automatic AED Plus with PlusTrac Professional5: ZOLL Fully Automatic AED Plus with AED Cover, PlusTrac Professional5*, CPR-D-padz® Electrode, pack of 10 CR123a batteries, and Carry Case	\$2,599	\$1,675

If you would like to purchase the following part number(s) please contact your local American Red Cross (ARC) Health and Safety Representative. The following part numbers are not authorized to be a direct purchase with ZOLL.

Part Number	Description	List Price	NPP
22500010101011010	AED Plus with CPR-D Padz, batteries, carry case, RX, and ARC Responder Pack	\$2,248	\$1,350
22500710701011010	Fully Automatic AED Plus with CPR-D Padz, batteries, carry case, RX, and ARC Responder Pack	\$2,348	\$1,350

2. **Distributor list for AED Plus, AED Pro, and related AED Packages and Accessories for Automatic Electronic Defibrillators.** The following distributors are authorized to sell AED Plus, AED Pro, and related AED Packages and Accessories under the terms of the Master Purchase Agreement:

AED brands

3640 Kennesaw N. Industrial Pkwy
Suite A
Kennesaw, GA 30144
Contact: Mike Czabala
Office: 770-425-5840
Email: mczabala@aedbrands.com

American First Response

8735 Sheltie Drive, Suite F
Maumelle, AR 72113
Contact: Diana Boulton, RN
Office: 501-771-1778
Cell: 501-680-2385
Fax: 501-771-1266

Email: diana@afsteam.com

Cardiac Life

349 W. Commercial St.
Suite 1260

Rochester, NY 14445

Contact: Mary Beke Wynne – President

Office: 585-267-7895

Email: mwynne@cardiaclife.net

Contact: Nancy Marone – Sales Manager

Office: 585-310-3808

Email: nmarone@cardiaclife.net

Cardio Partner Resources

700 Nicholas Blvd. Suite 312

Elk Grove Village, IL 60007

Contact: Brian Leonard, President

Customer Service: 866-599-2337

Office: 312-327-3321

Cell: 319-210-1527

Fax: 877-202-6719

Website: www.cardiopartners.com

Corporate Safety Solutions

1520 N Church Road Suite C

Liberty, MO 64068

Contact: David Brownell

Phone: (816) 200-6033

Email: dbrownell@mycsskc.com

DiPietro & Associates, Inc.

101 W McKnight, Suite B, #255

Grass Valley, CA 95949

Contact: David DiPietro, President

Phone: 530-477-6818

Fax: 530-477-6850

Email: david@dipietroassociates.com

First Aid & Safety of Texas

Contact: Michael Riggs, Retired EMT-Paramedic

4097 Rosemeade Pkwy Suite B-115

Dallas, TX 75287

Office: 972-733-0073

Cell: 214-924-8820

Fax: 972-248-7099

Email: riggsm@fas-tex.com

Website: www.fas-tex.com

Life Support Systems

59 Allied Drive

Dedham, MA 02026

Contact: Bret Smith

Toll-Free: (800) 520-9635

Phone: (781) 320-0030

Fax: (781) 320-0051

Email: bsmith@lifesupportsystems.com

LifeMed Safety, Inc.
6124 East 162nd
Brighton, CO 80602
Jon P. Cloutier
President
United States
800.276.0274 Ext. 700
800.228.7601 Fax
Email: jon@lifemedssafety.com

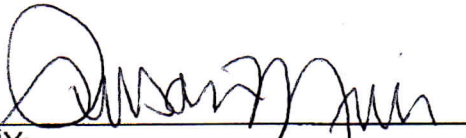
Second Chance Medical Products Inc.
7125 Headley Unit #773
Ada, MI 49301
Contact: John Endres
Phone: 616-977-0118
Email: Northstarcustomerservice@comcast.net

Square One Medical
349 Valerie Dr.
Cranberry Township, PA 16066
Contact: Kevin O'Neill – President
Office: 877-306-1217
Email: Squareone@zoominternet.net

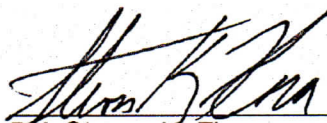
3. **Full Force and Effect.** In each and every other respect, the terms of the Master Purchase Agreement, as amended, entered into between the parties on or about July 30, 2012 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Purchase Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES:

 Date 5.29.15
BY: _____
ITS: Member Samuels Director

ZOLL MEDICAL CORPORATION:

 Date 5/28/15
BY: Steven K. Flora
ITS: Sr. Vice President

Third Amendment to Automatic Electronic Defibrillators and Clinical Defibrillators Master Purchase Agreement

Pricing Adjustment

This Amendment to the Master Purchase Agreement is entered into this ²¹~~20~~ day of December, 2014 by LEAGUE OF OREGON CITIES ("Purchaser") and ZOLL MEDICAL CORPORATION ("Supplier") based upon the sales and/or service of Automatic Electronic Defibrillators and Clinical Defibrillators.

RECITALS

WHEREAS, Purchaser and Supplier entered into a Master Purchase Agreement on or about July 30, 2012 and by this reference incorporated herein; and

WHEREAS, Purchaser and Supplier entered into an Amendment to the Master Purchase Agreement on or about October 10, 2013 and by this reference incorporated herein; and

WHEREAS, Purchaser and Supplier entered into a Second Amendment to the Master Purchase Agreement on or about July 24, 2014 and by this reference incorporated herein; and

WHEREAS, Pursuant to Attachment A of the Master Purchase Agreement, Supplier desires to update price list to reflect new and obsolete models;

WHEREAS, Supplier has provided notice of price list adjustment on or about November 13, 2014; and

WHEREAS, Purchaser and Supplier desire that the Master Purchase Agreement be amended in part to reflect the updated price list;

NOW, THEREFORE, Purchaser and Supplier enter into the following:

AMENDMENT TO MASTER PURCHASE AGREEMENT

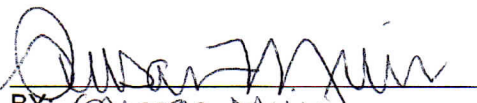
1. **Adjustment to price list on Automatic Electronic Defibrillators and Clinical Defibrillators.** The products and pricing set forth in Attachment A of the Master Purchase Agreement are hereby replaced with the updated list of products attached hereto as:

NPP Price List November 2014

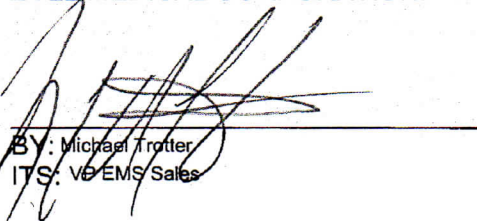
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Purchase Agreement, as amended, entered into between the parties on or about July 30, 2012 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Purchase Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES:

 Date 12.2.14
BY: Susan Muir
ITS: Member Services Director

ZOLL MEDICAL CORPORATION:

 Date 12/1/14
BY: Michael Trotter
ITS: VE/EMS Sales



ZOLL



NPP Price List November 2014



E Series®

List Price

NPP

Option Fields

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17

5	0	1	0	0	0	1	0	0	0	1	0	0	6	4	0	1	3
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

E Series AED with Manual Override, AC Power, Printer, Protocol Assist Codemarkers and GPS Clock Auto Sync

Includes: TriMode Display, 3-lead ECG Patient Cable, Universal Cable, Two Rechargeable Sealed Lead Acid Batteries, RS-232 Data Transfer Port, Rugged SoftPack Carry Case and Rapid Cable Deployment System, AC Power Cord, 12" AC Extension Cable, One Package of Recorder Paper, Two PCMCIA Card Slots, Operator's Manual, and Standard One (1) Year Warranty for EMS Use.

\$11,195

\$8,396.25

E Series® AED

Options

5	0	1	1	1	8	1	0	0	2	0	1	6	4	0	1	3
5	0	1	1	0	8	1	0	0	1	0	1	6	4	0	1	3
5	0	1	1	1	7	1	0	0	2	0	1	6	4	0	1	3
5	0	1	1	0	7	1	0	0	1	0	1	6	4	0	1	3
5	0	1	1	1	4	1	0	0	2	0	1	6	4	0	1	3
5	0	1	1	0	4	1	0	0	1	0	1	6	4	0	1	3
5	0	1	1	1	3	1	0	0	2	0	1	6	4	0	1	3
5	0	1	1	0	3	1	0	0	1	0	1	6	4	0	1	3
5	0	1	0	1	0	1	0	0	2	0	1	6	4	0	1	3
5	0	1	0	0	0	1	0	0	1	0	1	6	4	0	1	3
5	0	1	1	1	8	1	0	0	2	0	0	6	4	0	1	3
5	0	1	1	0	8	1	0	0	1	0	0	6	4	0	1	3
5	0	1	1	1	7	1	0	0	2	0	0	6	4	0	1	3
5	0	1	1	0	7	1	0	0	1	0	0	6	4	0	1	3
5	0	1	1	1	4	1	0	0	2	0	0	6	4	0	1	3
5	0	1	1	0	4	1	0	0	1	0	0	6	4	0	1	3
5	0	1	1	1	3	1	0	0	2	0	0	6	4	0	1	3
5	0	1	1	0	3	1	0	0	1	0	0	6	4	0	1	3
5	0	1	0	1	0	1	0	0	2	0	0	6	4	0	1	3

Noninvasive Pacing, NIBP w/ Adult-Plus cuff and hose, SpQ and SpCO (comes with EtCO₂ port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth

\$28,620

\$21,465.00

Noninvasive Pacing, NIBP w/ Adult-Plus cuff and hose, SpQ and SpCO (comes with EtCO₂ port)

\$20,290

\$15,217.50

Noninvasive Pacing, NIBP w/ Adult-Plus cuff and hose, SpQ (comes with EtCO₂ port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth

\$25,875

\$19,406.25

Noninvasive Pacing, NIBP w/ Adult-Plus cuff and hose, SpQ (comes with EtCO₂ port)

\$17,545

\$13,158.75

Noninvasive Pacing, SpO₂ and SpCO (comes with EtCO₂ port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth

\$25,545

\$19,158.75

Noninvasive Pacing, SpO₂ and SpCO (comes with EtCO₂ port)

\$17,220

\$12,915.00

Noninvasive Pacing, SpO₂ (comes with EtCO₂ port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth

\$22,800

\$17,100.00

Noninvasive Pacing and SpO₂ (comes with EtCO₂ port)

\$14,475

\$10,856.25

Noninvasive Pacing, 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth

\$21,595

\$16,196.25

Noninvasive Pacing

\$13,295

\$9,971.25

NIBP w/ Adult-Plus cuff and hose, SpO₂ and SpCO (comes with EtCO₂ port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth

\$26,545

\$19,908.75

NIBP w/ Adult-Plus cuff and hose, SpO₂ and SpCO (comes with EtCO₂ port)

\$18,245

\$13,683.75

NIBP w/ Adult-Plus cuff and hose, SpO₂ (comes with EtCO₂ port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth

\$23,800

\$17,850.00

NIBP w/ Adult-Plus cuff and hose and SpO₂ (comes with EtCO₂ port)

\$15,500

\$11,625.00

SpO₂ and SpCO (comes with EtCO₂ port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth

\$23,490

\$17,617.50

SpO₂ and SpCO (comes with EtCO₂ port)

\$15,190

\$11,392.50

SpO₂ (comes with EtCO₂ port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth

\$20,745

\$15,558.75

SpO₂ (comes with EtCO₂ port)

\$12,445

\$9,333.75

12-lead ECG with 1-step Patient Cable and Integrated Bluetooth

\$19,525

\$14,643.75

E Series®

List Price

NPP

Option Fields

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
5	0	2	0	0	0	1	0	0	1	0	0	2	4	0	1	3

E Series® ACLS

E Series ACLS Manual with See-Thru CPR®, Real CPR Help® and Advisory Capabilities; plus AC Power, Printer, Protocol Assist Code Markers and GPS Clock Auto Sync

Includes: TriMode Display, 3-lead ECG Patient Cable, Universal Cable, Two Rechargeable Sealed Lead Acid Batteries, RS-232 Data Transfer Port, Rugged SoftPack Carry Case and Rapid Cable Deployment System, AC Power Cord, 12" AC Extension Cable, One Package of Recorder Paper, Two PCMCIA Card Slots, Operator's Manual, and Standard One (1) Year Warranty for EMS Use.

\$10,595

\$7,946.25

Options

5	0	2	1	1	8	1	0	0	2	0	1	2	4	0	1	3	Noninvasive Pacing, NIBP w/ Adult-Plus cuff and hose, SpO ₂ and SpCO (comes with EtCO ₂ port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$27,990	\$20,992.50
5	0	2	1	0	8	1	0	0	1	0	1	2	4	0	1	3	Noninvasive Pacing, NIBP w/ Adult-Plus cuff and hose, SpO ₂ and SpCO (comes with EtCO ₂ port)	\$19,690	\$14,767.50
5	0	2	1	1	7	1	0	0	2	0	1	2	4	0	1	3	Noninvasive Pacing, NIBP w/ Adult-Plus cuff and hose, SpO ₂ (comes with EtCO ₂ port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$25,245	\$18,933.75
5	0	2	1	0	7	1	0	0	1	0	1	2	4	0	1	3	Noninvasive Pacing, NIBP w/ Adult-Plus cuff and hose, SpO ₂ (comes with EtCO ₂ port)	\$16,945	\$12,708.75
5	0	2	1	1	4	1	0	0	2	0	1	2	4	0	1	3	Noninvasive Pacing, SpO ₂ and SpCO (comes with EtCO ₂ port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$24,420	\$18,315.00
5	0	2	1	0	4	1	0	0	1	0	1	2	4	0	1	3	Noninvasive Pacing, SpO ₂ and SpCO (comes with EtCO ₂ port)	\$16,590	\$12,442.50
5	0	2	1	1	3	1	0	0	2	0	1	2	4	0	1	3	Noninvasive Pacing, SpO ₂ (comes with EtCO ₂ port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$22,175	\$16,631.25
5	0	2	0	0	0	1	0	0	1	0	1	2	4	0	1	3	Noninvasive Pacing	\$12,650	\$9,487.50
5	0	2	0	1	0	1	0	0	2	0	1	2	4	0	1	3	Noninvasive Pacing, 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$20,975	\$15,731.25
5	0	2	1	0	3	1	0	0	1	0	0	2	4	0	1	3	SpO ₂ (comes with EtCO ₂ port)	\$11,800	\$8,850.00
5	0	2	1	1	8	1	0	0	2	0	0	2	4	0	1	3	NIBP w/ Adult-Plus cuff and hose, SpO ₂ and SpCO (comes with EtCO ₂ port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$25,970	\$19,477.50
5	0	2	1	0	8	1	0	0	1	0	0	2	4	0	1	3	NIBP w/ Adult-Plus cuff and hose, SpO ₂ and SpCO (comes with EtCO ₂ port)	\$17,620	\$13,215.00
5	0	2	1	1	7	1	0	0	2	0	0	2	4	0	1	3	NIBP w/ Adult-Plus cuff and hose, SpO ₂ (comes with EtCO ₂ port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$23,225	\$17,418.75
5	0	2	1	0	7	1	0	0	1	0	0	2	4	0	1	3	NIBP w/ Adult-Plus cuff and hose and SpO ₂ (comes with EtCO ₂ port)	\$14,875	\$11,156.25
5	0	2	1	0	3	1	0	0	1	0	1	2	4	0	1	3	Noninvasive Pacing and SpO ₂ (comes with EtCO ₂ port)	\$13,845	\$10,383.75
5	0	2	1	1	3	1	0	0	2	0	0	2	4	0	1	3	SpO ₂ (comes with EtCO ₂ port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$20,100	\$15,075.00
5	0	2	1	0	4	1	0	0	1	0	0	2	4	0	1	3	SpO ₂ and SpCO (comes with EtCO ₂ port)	\$14,545	\$10,908.75
5	0	2	0	1	0	1	0	0	2	0	0	2	4	0	1	3	12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$18,925	\$14,193.75

E Series ® Special Considerations:

1	To order E Series CAPNO 5™ Mainstream Sensor please quote Part # 8000-0312 as additional line item at \$4,775. The E Series must also have the SpO ₂ option.	
2	To order E Series CAPNO 5™ Sidestream Module please quote Part # 8000-0367 as additional line item at \$4,775. The E Series must also have the SpO ₂ option.	
3	To order both E Series CAPNO 5™ Mainstream Sensor and CAPNO 5™ Sidestream Module together at the same time, please quote both Part # 8000-0312 and 8000-0367 as additional line items at a price of \$4,775 each. This provides a bundled price for both of \$9,550. The E Series must also have the SpO ₂ option.	
4	When ordering new E Series with SpO ₂ , SpO ₂ +SpCO, or SpO ₂ +SpCO+SpMet, please quote the cable/sensor as a separate line item.	
5	To add SpMet to new E Series with SpO ₂ +SpCO, change digit 6 to a 5 and add \$2,355 to list price. Must have SpO ₂ +SpCO for SpMet option	
6	To add SpMet to new E Series with NIBP, SpO ₂ +SpCO, change digit 6 to a 9 and add \$2,355 to list price. Must have SpO ₂ +SpCO for SpMet option.	
7	All E Series units are configured with a biphasic waveform	
8	To order Sealed Lead Acid batteries with built in DC Charger change digit 7 to a 2.	
9	To order SurePower™ Rechargeable Lithium Ion Battery with built in AC Charger change digit 7 to a 3, and order SurePower™ Rechargeable Lithium Ion Battery (part # 8019-0535-01) as a separate line item at \$475.	
10	To order SurePower™ Rechargeable Lithium Ion Battery with built in DC Charger change digit 7 to a 4, and order SurePower™ Rechargeable Lithium Ion Battery (part # 8019-0535-01) as a separate line item at \$475.	
11	Voice recording can be added to any E Series AED. This can be ordered by replacing digit 13 with a "7". Add \$545 to List Price.	
12	Integrated Bluetooth option may be purchased by changing digit 10 to a 2 and adding \$700 per device.	
13	To order the E Series Lithium Battery filler Kit please order Part # 7777-0290 as a separate line item at \$16 per kit.	
14	To include paddle wells on the E Series, replace digit 17 with a 1.	
15	To order Roll Cage with Long Side Bags, change digit 17 to a 2.	
16	To order Rugged SoftPack Carry Case, change digit 17 to a 3.	
17	To order Expanded Carry Case, change digit 17 to a 4, and add \$100.	

ZOLL E Series® / M Series® Accessories**List Price NPP****E Series Carry Bags**

8000-0910	Top Bag (Roll Cage)	\$130	\$97.50
8000-0911	Rear Bag (Roll Cage)	\$145	\$108.75
8000-0912	Short Right Bag (Roll Cage)	\$80	\$60.00
8000-0913	Short Left Bag (Roll Cage)	\$80	\$60.00
8000-0914	Shoulder Strap (Roll Cage)	\$35	\$26.25
8000-0915	Rail to Top Bag Snaps (Roll Cage)	\$30	\$22.50
8000-0916	Complete Bag Set (Roll Cage)	\$375	\$281.25
8000-0917	Long Right Bag (Roll Cage)	\$80	\$60.00
8000-0918	Long Left Bag (Roll Cage)	\$80	\$60.00
8000-0919	Complete Bag Set for Roll Cage with Long Side Bags (Roll Cage)	\$375	\$281.25
8000-0931-01	Rugged SoftPack Carry Case (Includes kickstand)	\$375	\$281.25
8000-0935-01	Expanded Rugged SoftPack Carry Case (Includes kickstand)	\$475	\$356.25
8000-0933-01	Soft Case Flap for E Series	\$55	\$41.25
8000-0921	Replacement Kick Stand for E Series with Soft Case	\$30	\$22.50

E Series Brackets (For Use with E-Series Roll Cage Versions Only)

8000-9007	E Series Bracket Kit, AC Power, with Swivel (includes swivel plate & bracket manual)	\$925	\$693.75
8000-9008	E Series Bracket Kit, DC Power, with Swivel (includes swivel plate & bracket manual)	\$925	\$693.75
8000-9009	E Series Bracket Kit, No Power, with Swivel (includes swivel plate & bracket manual)	\$875	\$656.25
8000-9011	E Series Bracket, AC Power, No Swivel	\$675	\$506.25
8000-9012	E Series Bracket, DC Power, No Swivel	\$675	\$506.25
8000-9013	E Series Bracket, No Power, No Swivel	\$625	\$468.75
8000-9014	E Series Swivel Plate	\$235	\$176.25
9650-9010-40	E Series Bracket Manual	\$30	\$22.50

M Series Carry Cases

8000-0593-01	Xtreme Pack I Carry Case, Soft case with expanded rear and side pouches for use with hands-free defibrillation (red)	\$350	\$262.50
8000-0594-01	Xtreme Pack I Carry Case, Soft case with expanded rear pouch for use with paddles (red)	\$350	\$262.50
8000-0592-01	Xtreme Pack II Carry Case, molded rubber case with rear pouch for use with paddles	\$530	\$397.50
8000-0595-01	Xtreme Pack II Carry Case, molded rubber case with rear and side pockets for use with hands-free defibrillation	\$530	\$397.50
8000-0742	Xtreme Pack II Carry Case, molded rubber case with rear pouch for use with paddles and modern extension cable for 12 lead	\$635	\$476.25
8000-0743	Xtreme Pack II Carry Case, molded rubber case with rear and side pockets for use with hands-free defibrillation and modern extension cable for 12-lead	\$635	\$476.25
8000-0056-01	Primary Carry Case, Blue Canvas	\$160	\$120.00

ZOLL E Series / M Series Accessories

List Price NPP

M Series Carry Cases with NIBP Module

8000-0660	Xtreme Pack I Carry Case, Soft case with expanded rear and side pouches for use with hands-free defibrillation and NIBP	\$350	\$262.50
8000-0657	Xtreme Pack II Carry Case, molded rubber case with rear and side pockets for use with hands-free defibrillation and NIBP	\$530	\$397.50
8000-0740	Xtreme Pack II Carry Case, molded rubber case with rear pouch for use with paddles and modem extension cable for 12 lead and NIBP	\$635	\$476.25
8000-0741	Xtreme Pack II Carry Case, molded rubber case with rear pouch and side pockets for use with hands-free defibrillation with modem extension cable for 12-lead and NIBP	\$650	\$487.50
8000-0661	Xtreme Pack I Carry Case, Soft case with expanded rear pouch for use with paddles and NIBP	\$350	\$262.50
8000-0656	Xtreme Pack II Carry Case, molded rubber case with rear pouch for use with paddles and NIBP	\$530	\$397.50

CCT Carry Cases without Blood Pressure

8000-0700	Xtreme Pack II Carry Case for CCT with rear pouch for use with paddles	\$530	\$397.50
8000-0701	Xtreme Pack II Carry Case for CCT with rear and side pockets for use with hands-free defibrillation	\$530	\$397.50
8000-0746	Xtreme Pack II Carry Case for CCT with modem extension cable for 12-lead and rear pouch for use with paddles	\$635	\$476.25
8000-0747	Xtreme Pack II Carry Case for CCT with modem extension cable for 12-lead and rear and side pockets for use with hands free defibrillation	\$635	\$476.25
8000-0726	Xtreme Pack I Carry Case for CCT with rear pouch for use with paddles	\$350	\$262.50
8000-0727	Xtreme Pack I Carry Case for CCT with rear and side pockets for use with hands-free defibrillation	\$350	\$262.50

CCT Carry Cases with NIBP/IBP Module

8000-0704	Xtreme Pack II Carry Case for CCT with rear pouch for use with paddles, NIBP	\$530	\$397.50
8000-0705	Xtreme Pack II Carry Case for CCT with rear and side pockets for use with hands-free defibrillation, NIBP	\$530	\$397.50
8000-0748	Xtreme Pack II Carry Case for CCT with modem extension cable for 12-lead and rear pouch for use with paddles, NIBP	\$635	\$476.25
8000-0749	Xtreme Pack II Carry Case for CCT with modem extension cable for 12-lead and rear and side pockets for use with hands free defibrillation, NIBP	\$635	\$476.25
8000-0728	Xtreme Pack I Carry Case for CCT with rear pouch for use with paddles, NIBP	\$350	\$262.50
8000-0729	Xtreme Pack I Carry Case for CCT with rear and side pockets for use with hands-free defibrillation, NIBP	\$350	\$262.50

M Series Carry Cases with XL Upgrade

8000-0744	Xtreme Pack II Carry Case, XL with rear pouch for use with paddles (formerly 8000-0083-01)	\$530	\$397.50
8000-0745	Xtreme Pack II Carry Case, XL with rear and side pockets for use with hands-free defibrillation (8000-0084-01)	\$530	\$397.50
8000-0751	Xtreme Pack II Carry Case, XL with modem extension cable for 12-lead and rear pouch for use with paddles	\$635	\$476.25
8000-0752	Xtreme Pack II Carry Case, XL with modem extension cable for 12-lead and rear and side pockets for use with hands-free defibrillation	\$635	\$476.25
8000-0717	Xtreme Pack II Carry Case, XL with rear pouch for use with paddles, NIBP	\$530	\$397.50
8000-0718	Xtreme Pack II Carry Case, XL with rear and side pockets for use with hands-free defibrillation, NIBP	\$530	\$397.50
8000-0753	Xtreme Pack II Carry Case, XL with modem extension cable for 12-lead and rear pouch for use with paddles, NIBP	\$635	\$476.25
8000-0754	Xtreme Pack II Carry Case, XL with modem extension cable for 12-lead and rear and side pockets for use with hands-free defibrillation, NIBP	\$635	\$476.25

Note: Xtreme Pack II Carry Case (all models) includes: lifetime warranty covering defibrillator housing. See separate warranty statement on page 8 for details

M Series / CCT Case Accessories

8000-0596-01	Cable management accessory pouch	\$55	\$41.25
8000-0092-01	Replacement rear pouch for Xtreme Pack II	\$90	\$67.50
8000-0095-01	Replacement rear pouch with side pockets for Xtreme Pack II	\$160	\$120.00
7777-0129	Xtreme Pack II Upgrade for 12-lead, includes base and modem extension cable	\$210	\$157.50
8000-0096	Replacement front Flap for Xtreme Pack II with NIBP	\$45	\$33.75
8000-0097	Replacement front Flap for Xtreme Pack II	\$45	\$33.75
8000-0735	Replacement carry Strap	\$37	\$27.75

ZOLL E Series / M Series Accessories

List Price NPP

Cables

8000-0308-01	Universal Cable, (standard 8' cable) allows use of Paddles or Multi-Function Electrodes, Replacement	\$135	\$101.25
8000-0308-02	Universal Cable 12' extended model, allows use of Paddles or Multi-Function Electrodes, Replacement	\$185	\$138.75
8000-1005-01	5-lead Patient Cable with integral lead wires	\$160	\$120.00
8000-1007-01	1 Step Patient Cable for 12-lead ECG with limb leads and v leads (10 ft)	\$315	\$236.25
8000-1007-02	1 Step Patient Cable for 12-lead ECG with limb leads and v leads (7 ft)	\$315	\$236.25
8000-1006	Limb Lead Patient Cable for 12-lead ECG (10 ft)	\$160	\$120.00
8000-1006-02	Limb Lead Patient Cable for 12-lead ECG (7 ft)	\$160	\$120.00
8000-1008-01	V Lead Patient Cable for 12-lead ECG (3.5 ft)	\$185	\$138.75
8000-1008-02	V Lead Patient Cable for 12-lead ECG (2.5 ft)	\$185	\$138.75
8012-0208	V Lead Patient Cable with banana plugs	\$185	\$138.75
8012-0209	Alligator Clips (for patient cables with banana plugs)	\$50	\$37.50
8000-0771	Bed clip for 12 Lead ECG Patient Cable (10 per pack)	\$50	\$37.50
8000-0772	6-Lead wire organizer for v-lead cable for 12-lead ECG Patient Cable (10 per pack)	\$25	\$18.75
8000-0773	4-Lead wire organizer for Limb lead cable for 12-lead ECG Patient Cable (10 per pack)	\$20	\$15.00
8000-0780	Replacement RJ-11 Phone Cable	\$25	\$18.75
8000-0605-01	RS232 Data Transfer Cable	\$55	\$41.25
8000-0025	Replacement 3-lead ECG Patient Cable, 12 ft. (ships standard with Hospital M Series)	\$135	\$101.25
8000-0025-02	Replacement 3-lead ECG Patient Cable, 6 ft. (ships standard with EMS M Series)	\$100	\$75.00
8000-0730	AC Extension Cable for E Series and M Series(12")	\$27	\$20.25
7775-0002	AC Extension Cable Strain Relief Kit for E Series. Strain relief designed to hold AC power extension cord for use with the E Series Defibrillator/Monitor firmly in place. Contains strain relief screws (2) and instructions for use. Does not include AC Extension cable.	\$12	\$9.00
8000-0086	12-lead Modem Extension Cable Revision B, for use with the Ositech Cellular Ready Modem and the Viking Cellular Read Modems only. For M Series and CCT ONLY.	\$135	\$101.25
8000-0465	RS232 / Serial to USB Data Transfer Cable for E Series and M Series	\$99	\$74.25
8000-0466	DC Extension Cable for E Series	\$99	\$74.25
8000-1009-01	V Pak Adapter Cable for use with the 12-Lead ECG patient cable for Vpak electrodes.	\$135	\$101.25
8000-1598	12 Lead ECG Extension Cable	\$145	\$108.75

Miscellaneous

8000-0301	Recorder Paper 80 mm Fan Fold, 20 packages	\$75	\$56.25
8000-0302	Recorder Paper 80 mm Fan Fold, 10 packages	\$40	\$30.00
8000-0053	Defibrillator Gel, 12 Tubes	\$75	\$56.25
8000-1020	Anterior Posterior Paddle Assembly	\$810	\$607.50
8000-1010-01	External Paddle Assembly Apex / Sternum with controls and built-in pediatric electrodes	\$590	\$442.50
8009-0751-01	SeeThru CPR Simulator for E Series ®, R Series, and AED Pro.	\$495	\$371.25
8012-0206	12-lead ECG Simulator	\$1,065	\$798.75
8000-0684	12-lead ECG Simulator with IBP channel	\$1,385	\$1,038.75
8000-0370	CPR Connector	\$265	\$198.75
8000-0791	CPR Starter Pack (includes 1 CPR Connector & 2 CPR stat-padz)	\$395	\$296.25

IT Accessories

8005-000100-01	E Series Data Comm	\$2,895	\$2,171.25
8000-0551	8 MB PCMCIA Data Cards (2 Per Pack)	\$450	\$337.50
8000-0552	16 MB PCMCIA Data Cards (2 Per Pack)	\$550	\$412.50
8000-0553	32 MB PCMCIA Data Cards (2 Per Pack)	\$650	\$487.50
8000-0167	16 meg PCMCIA Data Card "For CCT Only" (2 Per Pack)	\$550	\$412.50

ZOLL E Series / M Series Accessories

List Price NPP

12-Lead Bluetooth Pod Accessories

M Series/CCT

8000-2030	Replacement Ositech "King of Hearts III" Modem Card	\$365	\$273.75
8000-2032	Replacement Ositech "King of Hearts III" Bluetooth Adapter Pod	\$345	\$258.75
8000-0396	M Series "King of Hearts III" Modem Extension Cable	\$150	\$112.50
8000-1032	Replacement Ositech "King of Hearts II" Bluetooth Pod & CD.	\$345	\$258.75

E Series

8000-2030	Replacement Ositech "King of Hearts III" Modem Card	\$365	\$273.75
8000-2032	Replacement Ositech "King of Hearts III" Bluetooth Adapter Pod	\$345	\$258.75
8000-0391	E Series "King of Hearts III" Modem Extension Cable Cover	\$27	\$20.25
8000-0392	E Series "King of Hearts III" Modem Extension Cable Clamp	\$27	\$20.25
8000-0398	E Series "King of Hearts III" Modem Extension Cable	\$150	\$112.50
8000-0273	E Series "King of Hearts III" Modem Extension Cable Kit (Cable, Clamp and Cover)	\$195	\$146.25
8000-1032	Replacement Ositech "King of Hearts II" Bluetooth Pod & CD.	\$345	\$258.75

Ositech FoIP is not sold by ZOLL Medical Corporation. To order, call Ositech Communications at (519) 836-8063 x270.

Pulse Oximetry LNCS/LNOP Sensors/Cables/Accessories

8000-0294	SpO ₂ LNCS Adult Reusable Sensor (1 Each)	\$295	\$221.25
8000-0295	SpO ₂ LNCS Pediatric Reusable Sensor (1 Each)	\$350	\$262.50
8000-0320	SpO ₂ LNCS Disposable Adult Sensors (20 per Case)	\$300	\$225.00
8000-0321	SpO ₂ LNCS Disposable Pediatric Sensors (20 per Case)	\$320	\$240.00
8000-0322	SpO ₂ LNCS Disposable Infant Sensors (20 per Case)	\$405	\$303.75
8000-0323	SpO ₂ LNCS Disposable Neonatal Sensors (20 per Case)	\$425	\$318.75
8000-0324	SpO ₂ LNCS Disposable Preterm Neonatal Sensors (20 per Case)	\$470	\$352.50
8000-0298	SpO ₂ LNCS Reusable Patient Cable (4 ft)	\$160	\$120.00
8000-0293	SpO ₂ LNCS Reusable Patient Cable (10 ft)	\$185	\$138.75
8000-0325	SpO ₂ LNCS Extension Cable with DB-9 Connector	\$160	\$120.00
8000-0326	SpO ₂ LNOP Sensor to LNCS Adapter Cable	\$55	\$41.25
8000-0327	SpO ₂ LNCS Sensor to LNOP Adapter Cable	\$55	\$41.25
8000-0296	SpO ₂ LNOP Adult Reusable One-Piece Sensor and Cable (12 ft)	\$455	\$341.25
8000-0377	SpO ₂ Rainbow DBI-DC8 Reusable Patient Cable / Sensor (8 ft)	\$925	\$693.75
8000-0378	SpO ₂ LNCS DBI-DC8 Reusable Patient Cable / Sensor (8 ft)	\$585	\$438.75
8000-0379	SpO ₂ LNCS DBI LNCS Reusable Sensor (3 ft)	\$335	\$251.25

Pulse Oximetry, Carbon Monoxide and Methemoglobin Monitoring Rainbow Sensors/Cables/Accessories

8000-0330	SpO ₂ Rainbow Reusable Patient Cable: Connects to LNCS Single Use & Reusable Sensors (4 ft)	\$295	\$221.25
8000-0331	SpO ₂ Rainbow Reusable Patient Cable: Connects to LNCS Single Use & Reusable Sensors (10 ft)	\$345	\$258.75
8000-0332	SpO ₂ Rainbow DCI Adult Reusable Patient Cable/Sensor (3 ft)	\$345	\$258.75
8000-0333	SpO ₂ Rainbow DCI Pediatric Reusable Patient Cable/Sensor (3 ft)	\$395	\$296.25
8000-0334	SpO ₂ Rainbow DCI Adult Reusable Patient Cable/Sensor (12 ft)	\$595	\$446.25
8000-0335	SpO ₂ Rainbow DCI Pediatric Reusable Patient Cable/Sensor (12 ft)	\$645	\$483.75
8000-0343	SpO ₂ /SpCO/SpMet Rainbow DCI Adult Reusable Patient Cable/Sensor (8 ft)	\$895	\$671.25
8000-0344	SpO ₂ /SpCO/SpMet Rainbow DCI Adult Reusable Patient Cable/Sensor (12 ft)	\$1,095	\$821.25
8000-0345	SpO ₂ /SpCO/SpMet Rainbow DCI Pediatric Reusable Patient Cable/Sensor (8 ft)	\$995	\$746.25
8000-0346	SpO ₂ /SpCO/SpMet Rainbow DCI Pediatric Reusable Patient Cable/Sensor (12 ft)	\$1,195	\$896.25
8000-0341	SpO ₂ /SpCO/SpMet Rainbow Patient Cable: Connects to Single Use Sensors (4 ft)	\$225	\$168.75
8000-0342	SpO ₂ /SpCO/SpMet Rainbow Patient Cable: Connects to Single Use Sensors (12 ft)	\$295	\$221.25
8000-0336	SpO ₂ /SpCO/SpMet Rainbow Single Use Sensors: Patients > 30 kg (10 per Case)	\$695	\$521.25
8000-0337	SpO ₂ /SpCO/SpMet Rainbow Single Use Sensors: Patients < 3kg, > 30 kg (10 per Case)	\$695	\$521.25
8000-0339	SpO ₂ /SpCO/SpMet Rainbow Single Use Sensors: Patients 10-50 kg (10 per Case)	\$795	\$596.25
8000-0340	SpO ₂ /SpCO/SpMet Rainbow Single Use Sensors: Patients 3-10 kg (10 per Case)	\$795	\$596.25

ZOLL E Series / M Series Accessories

List Price NPP

EtCO2 Mainstream Accessories

8000-0264-01	M Series / CCT CAPNO 3 Mainstream CO2 Sensor and Cable	\$1,725	\$1,293.75
8000-0312	E Series Only CAPNO 5 Mainstream CO2 Sensor and Cable	\$4,775	\$3,581.25
8000-0266-01	Sensor Cable Holding Clips, Bag of 5	\$25	\$18.75
8000-0260-01	Single Patient Use Pediatric/Adult Airway Adapter, Box of 10	\$95	\$71.25
8000-0261-01	Single Patient Use Neonatal/Pediatric Airway Adapter, Box of 10	\$95	\$71.25
8000-0262-01	Reusable Adult Airway Adapter	\$80	\$60.00
8000-0263-01	Reusable Neonatal Airway Adapter	\$80	\$60.00
8000-0265-01	Single Patient Use Pediatric Adult Airway Adapter with Mouthpiece, Box of 10	\$105	\$78.75
8000-0760	CO2 mask with adapter, adult, package of 10	\$185	\$138.75
8000-0761	CO2 mask with adapter, adult large, package of 10	\$185	\$138.75
8000-0762	CO2 mask with adapter, pediatric, package of 10	\$185	\$138.75

EtCO2 Sidestream LoFlo Accessories

8000-0365	M Series / CCT CAPNO 3 Sidestream LoFlo Module	\$1,725	\$1,293.75
8000-0367	E Series Only CAPNO 5 Sidestream LoFlo Module	\$4,775	\$3,581.25
8000-0351	Nasal CO2 Sampling Cannula, Adult, box of 10	\$120	\$90.00
8000-0352	Nasal CO2 Sampling Cannula, Pediatric, box of 10	\$120	\$90.00
8000-0353	Nasal CO2 Sampling Cannula, Infant, box of 10	\$120	\$90.00
8000-0354	Oral/Nasal CO2 Sampling Cannula, Adult, box of 10	\$130	\$97.50
8000-0355	Oral/Nasal CO2 Sampling Cannula, Pediatric, box of 10	\$130	\$97.50
8000-0356	Nasal CO2 w/ O2 Cannula, Adult, box of 10	\$145	\$108.75
8000-0357	Nasal CO2 w/ O2 Cannula, Pediatric, box of 10	\$145	\$108.75
8000-0358	Oral/Nasal CO2 w/ O2 Cannula, Adult, box of 10	\$140	\$105.00
8000-0359	Oral/Nasal CO2 w/ O2 Cannula, Pediatric, box of 10	\$140	\$105.00
8000-0361	Airway Adapter Kit, Pediatric/Infant, box of 10	\$110	\$82.50
8000-0362	Airway Adapter Kit, Adult/Pediatric, box of 10	\$110	\$82.50
8000-0363	Airway Adapter Kit w/ dehumidification tubing, Adult/Pediatric, box of 10	\$160	\$120.00
8000-0364	Airway Adapter Kit w/ dehumidification tubing, Pediatric/Infant, box of 10	\$160	\$120.00

NIBP Accessories

8000-0662	Hose, Air, 3 mtr, NIBP	\$55	\$41.25
8000-0655	Hose, Air, 1.5 mtr, NIBP	\$55	\$41.25
8000-1650	Cuff, All Purpose, Pediatric / Small Adult, 17 - 25cm	\$32	\$24.00
8000-1651	Cuff, All Purpose, Adult, 23 - 33cm	\$37	\$27.75
8000-1653	Cuff, All Purpose, Large Adult, 31 - 40cm	\$42	\$31.50
8000-1654	Cuff, All Purpose, Thigh, 38 - 50cm	\$42	\$31.50
8000-1655	Cuff, All Purpose, Child, 12 - 19cm	\$27	\$20.25

ZOLL E Series / M Series Accessories

List Price NPP

Manuals / Videos

9650-1210-01	E Series Operator's Manual, English	\$27	\$20.25
9650-1450-01	E Series Service Manual, English	\$50	\$37.50
9658-0502-01	E Series In-Service Training CD	\$27	\$20.25
9650-1213-01	E Series 12-Lead Operator's Insert	\$27	\$20.25
9650-1211-01	E Series SPO2 Operator's Insert	\$27	\$20.25
9650-1212-01	E Series EtCO2 Operator's Insert	\$27	\$20.25
9650-1214-01	E Series NIBP Operator's Insert	\$27	\$20.25
9658-0410-01	Capnography in EMS Training CD	\$27	\$20.25
9650-0200-01	M Series Operator's Manual, English	\$27	\$20.25
9650-0450-01	M Series Service Manual, English	\$55	\$41.25
9650-0209-01	Biphasic Operator's Insert	\$27	\$20.25
9650-0215-01	12-lead Operator's Insert	\$27	\$20.25
9650-0202-01	SPO2 Operator's Insert	\$27	\$20.25
9650-0212-01	EtCO2 Operator's Insert	\$27	\$20.25
9650-0214-01	NIBP Operator's Insert	\$27	\$20.25
9650-0219-01	Invasive Blood Pressure Operator's Insert	\$27	\$20.25
9650-0220-01	Temperature Operator's Insert	\$27	\$20.25
9650-0073	M Series In-service Video - VHS	\$27	\$20.25
9650-0063	M Series Parameters In-service Video - VHS	\$27	\$20.25
9650-0260-01	CPR Train the Trainer Manual	\$10	\$7.50

Training Materials

8000-0663-01	M Series Training Resource Kit - developed for conducting Train-the-Trainer program, this kit includes a M Series Resource Manual (hard copy and on CD), Training Resource CD, M Series In-service Video, M Series Parameters Video, 2 ECG Simulators, training	\$1,065	\$798.75
9650-0217-01	Site Coordinator Resource Kit - developed for installation and training coordinators, this kit provides a M Series Resource Manual (hard copy and on CD), Training Resource CD, M Series In-service Video and M Series Parameters Video	\$35	\$26.25
9650-1000-01	Pocket Reference Guide - Pocket-sized trifold guide to basic operation and vital sign characteristics of the M Series (25 each per pack)	\$15	\$11.25
9652-0605-01	12 Lead Pocket Reference Cards - Pocket-sized guide for 12-lead Electrode Placement (pack of 25)	\$19.95	\$14.96
9650-0605-01	Pre-Hospital 12-lead ECG Manual - Developed for Paramedics utilizing 12-lead ECG in the field and ED department. Includes Rapid 12-lead ECG Interpretation, Effective Use of Computerized Interpretive Statements, Understanding Cardiac Markers and Evaluation and Therapeutic Interventions for ACLS.	\$29.95	\$22.46
8000-1610	Training Cable	\$55	\$41.25

CCT ONLY Accessories:

		List Price	NPP
<u>Invasive Blood Pressure Accessories (CCT only)</u>			
8000-0664-02	Transducer interface cable - Abbott	\$160	\$120.00
8000-0665	Transducer interface cable - Baxter/Edwards	\$160	\$120.00
8000-0685	Transducer interface cable - Utah Medical	\$160	\$120.00
8000-0678	Philips/Agilent/HP monitor to M Series CCT Adapter cable	\$255	\$191.25
8000-0679	GE/Marquette monitor to M Series CCT Adapter cable	\$255	\$191.25
8000-0666	Deltran IV (Utah Medical) IBP transducers (Box of 25)	\$375	\$281.25
<u>Temperature Accessories (CCT only)</u>			
8000-0668	YSI reusable adult Esophageal/Rectal Temperature probe	\$55	\$41.25
8000-0670	YSI reusable adult Skin Temperature probe	\$75	\$56.25
8000-0671	YSI reusable pediatric Skin Temperature probe	\$75	\$56.25
8000-0669	YSI reusable pediatric Esophageal Rectal probe	\$75	\$56.25
8000-0672	YSI single use adult Esophageal Rectal probe	\$7.50	\$5.63
8000-0673	YSI single use adult Skin Temperature probe	\$7.50	\$5.63
8000-0674	Disposable Temperature Sensor Adapter Cable	\$55	\$41.25
8000-0675	2 - Channel Y-Adaptor	\$55	\$41.25
8000-0900	Bed hook accessories compatible with M Series CCT, M Series with XL Battery, and XL Battery Upgrade for M Series	\$27	\$20.25
<u>NIBP Accessories (CCT only)</u>			
8000-0640	Neonatal Disposable Cuffs Size 1 (3.0-6.0 cm) 10 per Box	\$90	\$67.50
8000-0641	Neonatal Disposable Cuffs Size 2 (4.0-8.0 cm) 10 per Box	\$95	\$71.25
8000-0642	Neonatal Disposable Cuffs Size 3 (6.0-11.0 cm) 10 per Box	\$100	\$75.00
8000-0643	Neonatal Disposable Cuffs Size 4 (7.0-13.0 cm) 10 per Box	\$105	\$78.75
8000-0644	Neonatal Disposable Cuffs Size 5 (8.0-15.0 cm) 10 per Box	\$110	\$82.50

M Series ® Notes (applies to pages 1-4 only, not CCT model)

- All M Series ® with EtCO2 include one EtCO2 sensor. You must choose mainstream or sidestream sensor by quoting sensor as additional line item at No Charge. Mainstream Capnostat sensor is 8000-0264-01. Sidestream LoFlo Module sensor is 8000-0365.
- Bluetooth wireless option may be purchased by changing digit 10 to a 1, this is \$500 per device. This is not available for CCT models.
- Direct transmission to GE Medical Systems MUSE® is standard for M Series ® with 12-lead option.
- All EMS M Series ® are available with a DC Power Supply instead of an AC Power Supply at no additional charge. This can be ordered by replacing digit 7 with a "2". If RS232 option is required, the RS232 Data Transfer Cable must be quoted. Part number 8000-0605-01,\$55 per cable.
- New M Series ® are available with an XL Battery Upgrade at no additional cost. This upgrade includes the XL Battery enclosure and handle. One XL battery is substituted for the 2 standard batteries. This upgrade is ordered by replacing digit "7" with a "3" for M Series ® with AC power, by replacing digit "7" with a "4" for M Series ® with DC power or a "5" for M Series ® with no external power source.
- All M Series ® quoted in this price book are configured with a biphasic waveform.
- New monophasic M Series ® may be ordered as a "Special Order" requiring prior approval from Management and VP Sales with 120-180 day delivery terms. Replace digit 9 with "0". The price is the same as biphasic.
- Refurbished Monophasic units can be ordered by replacing digit 1 with a "6" and digit 9 with a "0". Quote these 20% off list price.
- Voice recording can be added to any AED. This can be ordered by replacing digit 13 with a "7". Add\$545.
- Xtreme Pack II is optional and may be substituted for Xtreme Pack I at the time of the order for \$170. List as separate line item for each M Series ® ordered.
- Xtreme Pack II for 12-lead or 12-lead and NIBP may be substituted for Xtreme Pack I at the time of the order for \$250. List as a separate line item for each M Series ® ordered.

M Series

List Price NPP

Option Fields
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17

4	1	2	1	0	0	1	1	1	0	0	0	0	0	3	0	1	0
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Manual Defibrillator with AC Power, Multiple Application Printer with Summary Report, and Code Markers

Includes: High contrast display, 3 lead patient cable with integral lead wires, universal cable, two rechargeable lead acid batteries, carry case, AC mains power cord, one package of recorder paper, integral diagnostic frequency response, two PCMCIA card slots, RS232 data transfer capabilities, operator's manual and standard one year warranty for EMS use.

\$9,675

\$8,223.75

Basic

Option:

4	1	2	1	0	0	1	1	1	0	0	0	1	0	3	0	1	0
4	1	2	1	0	2	1	1	1	0	0	0	0	0	3	0	1	0
4	1	2	1	0	5	1	1	1	0	0	0	0	0	3	0	1	0
4	1	2	2	1	0	1	1	1	0	0	0	0	0	3	0	1	0
4	1	2	1	0	2	1	1	1	0	0	1	0	0	3	0	1	0
4	1	2	1	0	5	1	1	1	0	0	1	0	0	3	0	1	0
4	1	2	2	1	2	1	1	1	0	0	0	0	0	3	0	1	0
4	1	2	2	1	5	1	1	1	0	0	0	0	0	3	0	1	0
4	1	2	2	1	0	1	1	1	0	0	1	0	0	3	0	1	0
4	1	2	1	0	3	1	1	1	0	0	0	0	0	3	0	1	0
4	1	2	1	0	7	1	1	1	0	0	0	0	0	3	0	1	0
4	1	2	1	0	3	1	1	1	0	0	1	0	0	3	0	1	0
4	1	2	1	0	7	1	1	1	0	0	1	0	0	3	0	1	0
4	1	2	2	1	2	1	1	1	0	0	1	0	0	3	0	1	0
4	1	2	2	1	5	1	1	1	0	0	1	0	0	3	0	1	0
4	1	2	2	1	3	1	1	1	0	0	0	0	0	3	0	1	0
4	1	2	2	1	7	1	1	1	0	0	0	0	0	3	0	1	0
4	1	2	2	1	3	1	1	1	0	0	1	0	0	3	0	1	0
4	1	2	2	1	7	1	1	1	0	0	1	0	0	3	0	1	0

Basic with Noninvasive Pacing and Code Markers

\$12,145

\$10,323.25

Basic with Code Markers, SPO2 with reusable sensor and 4' Cable

\$11,150

\$9,477.50

Basic with Code Markers, NIBP with Adult-Plus cuff and hose, SPO2 with reusable sensor and 4' Cable

\$14,125

\$12,006.25

Basic with Code Markers and 12-lead with 1-Step Cable

\$16,975

\$14,428.75

Basic with Code Markers, SPO2 with reusable sensor and 4' Cable and Noninvasive Pacing

\$13,625

\$11,581.25

Basic with Code Markers, NIBP with Adult-Plus cuff and hose, SPO2 with reusable sensor and 4' Cable and Noninvasive Pacing

\$16,575

\$14,088.75

Basic with Code Markers, SPO2 with reusable sensor and 4' Cable and 12-lead with 1-Step Cable

\$18,450

\$15,682.50

Basic with Code Markers, NIBP with Adult-Plus cuff and hose, SPO2 with reusable sensor and 4' Cable and 12-lead with 1-Step Cable

\$21,425

\$18,211.25

Basic with Code Markers, Noninvasive Pacing and 12-lead with 1-Step Cable

\$19,450

\$16,532.50

Basic with Code Markers, SPO2 with reusable sensor and 4' Cable and EtCO2 with sensor

\$15,895

\$13,510.75

Basic with Code Markers, NIBP with Adult-Plus cuff and hose, SPO2 with reusable sensor and 4' Cable and EtCO2 with sensor

\$18,875

\$16,043.75

Basic with Code Markers, SPO2 with reusable sensor and 4' Cable, EtCO2 with sensor and Noninvasive Pacing

\$18,375

\$15,618.75

Basic with Code Markers, NIBP with Adult-Plus cuff and hose, SPO2 with reusable sensor and 4' Cable, EtCO2 with sensor and Noninvasive Pacing

\$21,350

\$18,147.50

Basic with Code Markers, SPO2 with reusable sensor and 4' Cable, 12-lead with 1-Step Cable and Noninvasive Pacing

\$20,925

\$17,786.25

Basic with Code Markers, NIBP with Adult-Plus cuff and hose, SPO2 with reusable sensor and 4' Cable, 12-lead with 1-Step Cable and Noninvasive Pacing

\$23,895

\$20,310.75

Basic with Code Markers, SPO2 with reusable sensor and 4' Cable, EtCO2 with sensor and 12-lead with 1-Step Cable

\$23,195

\$19,715.75

Basic with Code Markers, NIBP with Adult-Plus cuff and hose, SPO2 with reusable sensor and 4' Cable, EtCO2 with sensor and 12-lead with 1-Step Cable

\$26,175

\$22,248.75

Basic with Code Markers, SPO2 with reusable sensor and 4' Cable, 12-lead with 1-Step Cable, EtCO2 with sensor and Noninvasive Pacing

\$25,675

\$21,823.75

Basic with Code Markers, NIBP with Adult-Plus cuff and hose, SPO2 with reusable sensor and 4' Cable, 12-lead with 1-Step Cable, EtCO2 with sensor and Noninvasive Pacing

\$28,625

\$24,331.25

M Series

List Price

NPP

Option Fields

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17

4	1	5	1	0	0	1	1	1	0	0	0	0	2	3	0	1	0
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Manual/Advisory Defibrillator with AC Power, Multiple Application Printer with Summary Report and Code Markers

Includes: High contrast display, 3 lead patient cable with integral lead wires, universal cable, two rechargeable lead acid batteries, carry case, AC mains power cord, one package of recorder paper, integral diagnostic frequency response, two PCMCIA card slots, RS232 data transfer capabilities, operator's manual and standard one year warranty for EMS use.

\$10,175

\$8,648.75

MedPro

Option:

4	1	5	1	0	0	1	1	1	0	0	0	1	2	3	0	1	0
4	1	5	1	0	2	1	1	1	0	0	0	0	2	3	0	1	0
4	1	5	1	0	5	1	1	1	0	0	0	0	2	3	0	1	0
4	1	5	2	1	0	1	1	1	0	0	0	0	2	3	0	1	0
4	1	5	2	1	2	1	1	1	0	0	0	0	2	3	0	1	0
4	1	5	2	1	5	1	1	1	0	0	0	0	2	3	0	1	0
4	1	5	2	1	0	1	1	1	0	0	1	1	2	3	0	1	0
4	1	5	1	0	3	1	1	1	0	0	0	0	2	3	0	1	0
4	1	5	1	0	7	1	1	1	0	0	0	0	2	3	0	1	0
4	1	5	2	1	3	1	1	1	0	0	0	0	2	3	0	1	0
4	1	5	2	1	7	1	1	1	0	0	0	0	2	3	0	1	0
4	1	5	2	1	3	1	1	1	0	0	0	0	2	3	0	1	0
4	1	5	2	1	7	1	1	1	0	0	0	0	2	3	0	1	0
4	1	6	1	0	2	1	1	1	0	0	1	1	2	3	0	1	0
4	1	6	1	0	5	1	1	1	0	0	1	1	2	3	0	1	0
4	1	6	1	0	3	1	1	1	0	0	1	1	2	3	0	1	0
4	1	6	1	0	7	1	1	1	0	0	1	1	2	3	0	1	0
4	1	6	2	1	2	1	1	1	0	0	1	1	2	3	0	1	0
4	1	6	2	1	3	1	1	1	0	0	1	1	2	3	0	1	0
4	1	6	2	1	5	1	1	1	0	0	1	1	2	3	0	1	0
4	1	6	2	1	7	1	1	1	0	0	1	1	2	3	0	1	0

Manual/Advisory Defibrillator with AC Power, Multiple Application Printer with Summary Report, Code Markers, NIBP with cuff and hose, SPO2 with reusable sensor, 4' Cable, Noninvasive Pacing, 12-lead with 1-Step Cable and EtCO2 with sensor

Includes: High contrast display, 3 lead patient cable with integral lead wires, universal cable, two rechargeable lead acid batteries, carry case, AC mains power cord, one package of recorder paper, integral diagnostic frequency response, two PCMCIA card slots, RS232 data transfer capabilities, operator's manual and standard one year warranty for EMS use.

\$27,250

\$23,162.50

MedPro Plus

M Series

List Price NPP

Option Fields

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17

4	1	3	1	0	0	1	1	1	0	0	0	0	6	3	0	1	0
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AED / Manual Defibrillator with AC Power, Multiple Application Printer with Summary Report, Manual Override and Code Markers

\$10,750

\$9,137.50

Includes: High contrast display, 3 lead patient cable with integral lead wires, universal cable, two rechargeable lead acid batteries, carry case, AC mains power cord, one package of recorder paper, integral diagnostic frequency response, two PCMCIA card slots, RS232 data transfer capabilities, operator's manual and standard one year warranty for EMS use.

Option:

MultiPro

4	1	3	1	0	0	1	1	1	0	0	0	1	6	3	0	1	0
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MultiPro with Noninvasive Pacing

\$12,725

\$10,816.25

4	1	3	1	0	2	1	1	1	0	0	0	0	6	3	0	1	0
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MultiPro with SPO2 with reusable sensor and 4' Cable

\$12,250

\$10,412.50

4	1	3	1	0	5	1	1	1	0	0	0	0	6	3	0	1	0
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MultiPro with NIBP with Adult-Plus cuff and hose, SPO2 with reusable sensor and 4' Cable

\$15,195

\$12,915.75

4	1	3	2	1	0	1	1	1	0	0	0	0	6	3	0	1	0
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MultiPro with 12-lead with 1-Step Cable

\$18,075

\$15,363.75

4	1	3	2	1	2	1	1	1	0	0	0	0	6	3	0	1	0
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MultiPro with SPO2 with reusable sensor and 4' Cable and 12-lead with 1-Step Cable

\$19,550

\$16,617.50

4	1	3	2	1	5	1	1	1	0	0	0	0	6	3	0	1	0
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

MultiPro with NIBP with Adult-Plus cuff and hose, SPO2 with reusable sensor and 4' Cable and 12-lead with 1-Step Cable

\$22,495

\$19,120.75

4	1	3	2	1	0	1	1	1	0	0	0	1	6	3	0	1	0
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MultiPro with Noninvasive Pacing and 12-lead with 1-Step Cable

\$20,045

\$17,038.25

4	1	3	1	0	3	1	1	1	0	0	0	0	6	3	0	1	0
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MultiPro with SPO2 with reusable sensor and 4' Cable and EtCO2 with sensor

\$16,995

\$14,445.75

4	1	3	1	0	7	1	1	1	0	0	0	0	6	3	0	1	0
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MultiPro with NIBP with Adult-Plus cuff and hose, SPO2 with reusable sensor and 4' Cable and EtCO2 with sensor

\$19,950

\$16,957.50

4	1	3	2	1	3	1	1	1	0	0	0	0	6	3	0	1	0
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MultiPro with SPO2 with reusable sensor and 4' Cable, EtCO2 with sensor and 12-lead with 1-Step Cable

\$24,295

\$20,650.75

4	1	3	2	1	7	1	1	1	0	0	0	0	6	3	0	1	0
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MultiPro with NIBP with Adult-Plus cuff and hose, SPO2 with reusable sensor and 4' Cable, EtCO2 with sensor and 12-lead with 1-Step Cable

\$27,250

\$23,162.50

4	1	4	2	1	3	1	1	1	0	0	0	1	6	3	0	1	0
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MultiPro with SPO2 with reusable sensor and 4' Cable, 12-lead with 1-Step Cable, EtCO2 with sensor and Noninvasive Pacing

\$26,275

\$22,333.75

4	1	4	1	0	2	1	1	1	0	0	0	1	6	3	0	1	0
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MultiPro with SPO2 with reusable sensor and 4' Cable and Noninvasive Pacing

\$14,225

\$12,091.25

4	1	4	1	0	5	1	1	1	0	0	0	1	6	3	0	1	0
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MultiPro with NIBP with Adult-Plus cuff and hose, SPO2 with reusable sensor and 4' Cable and Noninvasive Pacing

\$17,175

\$14,598.75

4	1	4	1	0	3	1	1	1	0	0	0	1	6	3	0	1	0
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MultiPro with SPO2 with reusable sensor and 4' Cable, EtCO2 with sensor and Noninvasive Pacing

\$18,950

\$16,107.50

4	1	4	1	0	7	1	1	1	0	0	0	1	6	3	0	1	0
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MultiPro with NIBP with Adult-Plus cuff and hose, SPO2 with reusable sensor and 4' Cable, EtCO2 with sensor and Noninvasive Pacing

\$21,925

\$18,636.25

4	1	4	2	1	2	1	1	1	0	0	0	1	6	3	0	1	0
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MultiPro with SPO2 with reusable sensor and 4' Cable, 12-lead with 1-Step Cable and Noninvasive Pacing

\$21,525

\$18,296.25

4	1	4	2	1	5	1	1	1	0	0	0	1	6	3	0	1	0
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MultiPro with NIBP with Adult-Plus cuff and hose, SPO2 with reusable sensor and 4' Cable, 12-lead with 1-Step Cable and Noninvasive Pacing

\$24,495

\$20,820.75

4	1	4	2	1	7	1	1	1	0	0	0	1	6	3	0	1	0
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MultiPro Plus AED/Manual with AC Power, Multiple Application Printer with Summary Report, Manual Override, Code Markers, NIBP with cuff and hose, SPO2 with reusable sensor and 4' Cable, Noninvasive Pacing, 12-lead with 1-Step Cable and EtCO2 with sensor

\$27,825

\$23,651.25

Includes: High contrast display, 3 lead patient cable with integral lead wires, universal cable, two rechargeable lead acid batteries, carry case, AC mains power cord, one package of recorder paper, integral diagnostic frequency response, two PCMCIA card slots, RS232 data transfer capabilities, operator's manual and standard one year warranty for EMS use.

MultiPro Plus

M Series CCT

List Price

NPP

Option Fields

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17

4	4	5	1	0	2	1	1	1	0	0	0	2	4	0	1	0
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Advisory Transport Defibrillator with Color Display, AC Power, Multiple Application Printer, Summary Report with Trending, Code Markers and SPO2

\$12,995

\$11,045.75

Includes: 3-channel color display, background rhythm analysis, 3-lead ECG patient cable, one rechargeable XL Smart Ready lead acid battery, RS232 data transfer capabilities, carry case, AC power cord, one package of recorder paper, two PC Card slots, Operator's Manual, and standard one (1) year warranty for EMS use.

Option:

M Series CCT

4	4	5	1	0	2	1	1	1	0	0	1	2	4	0	1	0
4	4	5	1	0	3	1	1	1	0	0	0	2	4	0	1	0
4	4	5	1	0	3	1	1	1	0	0	1	2	4	0	1	0
4	4	5	2	1	2	1	1	1	0	0	0	2	4	0	1	0
4	4	5	2	1	2	1	1	1	0	0	1	2	4	0	1	0
4	4	5	2	1	3	1	1	1	0	0	0	2	4	0	1	0
4	4	5	2	1	3	1	1	1	0	0	1	2	4	0	1	0
4	4	5	2	1	3	1	1	1	0	0	1	2	4	0	1	0
4	4	5	1	0	5	1	1	1	0	0	0	2	4	0	1	0
4	4	5	1	0	5	1	1	1	0	0	1	2	4	0	1	0
4	4	5	1	0	7	1	1	1	0	0	0	2	4	0	1	0
4	4	5	1	0	7	1	1	1	0	0	1	2	4	0	1	0
4	4	5	2	1	5	1	1	1	0	0	0	2	4	0	1	0
4	4	5	2	1	5	1	1	1	0	0	1	2	4	0	1	0
4	4	5	2	1	7	1	1	1	0	0	0	2	4	0	1	0
4	4	5	2	1	7	1	1	1	0	0	1	2	4	0	1	0
4	4	5	1	0	8	1	1	1	0	0	0	2	4	0	1	0
4	4	5	1	0	8	1	1	1	0	0	1	2	4	0	1	0
4	4	5	2	1	8	1	1	1	0	0	0	2	4	0	1	0
4	4	5	2	1	8	1	1	1	0	0	1	2	4	0	1	0
4	4	5	1	0	9	1	1	1	0	0	0	2	4	0	1	0
4	4	5	1	0	9	1	1	1	0	0	1	2	4	0	1	0
4	4	5	2	1	9	1	1	1	0	0	0	2	4	0	1	0
4	4	5	2	1	9	1	1	1	0	0	1	2	4	0	1	0

M Series ® CCT with noninvasive pacing

\$14,995

\$12,745.75

M Series ® CCT with EtCO2 with sensor

\$17,775

\$15,108.75

M Series ® CCT with EtCO2 with sensor and noninvasive pacing

\$19,750

\$16,787.50

M Series ® CCT with 12-lead with 1-Step Cable

\$20,325

\$17,276.25

M Series ® CCT with 12-lead with 1-Step Cable and noninvasive pacing

\$22,325

\$18,976.25

M Series ® CCT with EtCO2 with sensor and 12-lead with 1-Step Cable

\$25,075

\$21,313.75

M Series ® CCT with EtCO2 with sensor, 12-lead with 1-Step Cable and noninvasive pacing

\$27,050

\$22,992.50

M Series ® CCT with NIBP with neonatal/pediatric/adult settings, Adult-Plus cuff and hose

\$15,995

\$13,595.75

M Series ® CCT with NIBP with neonatal/pediatric/adult settings, Adult-Plus cuff and hose and noninvasive pacing

\$17,975

\$15,278.75

M Series ® CCT with NIBP with neonatal/pediatric/adult settings, Adult-Plus cuff and hose and EtCO2 with sensor

\$20,725

\$17,616.25

M Series ® CCT with NIBP with neonatal/pediatric/adult settings, Adult-Plus cuff and hose, EtCO2 with sensor and noninvasive pacing

\$22,725

\$19,316.25

M Series ® CCT with NIBP with neonatal/pediatric/adult settings, Adult-Plus cuff and hose and 12-lead with 1-Step Cable

\$23,295

\$19,800.75

M Series ® CCT with NIBP with neonatal/pediatric/adult settings, Adult-Plus cuff and hose, 12-lead with 1-Step Cable and noninvasive pacing

\$25,275

\$21,483.75

M Series ® CCT with NIBP with neonatal/pediatric/adult settings, Adult-Plus cuff and hose, EtCO2 with sensor and 12-lead with 1-Step Cable

\$28,050

\$23,842.50

M Series ® CCT with NIBP with Adult-Plus cuff and hose, EtCO2 with sensor, 12-lead with 1-Step Cable and noninvasive pacing

\$28,650

\$24,352.50

M Series ® CCT with NIBP with neonatal/pediatric/adult settings, Adult-Plus cuff and hose and IBP & Temp.

\$17,975

\$15,278.75

M Series ® CCT with NIBP with Adult-Plus cuff and hose, IBP & Temp. and noninvasive pacing

\$19,950

\$16,957.50

M Series ® CCT with NIBP with neonatal/pediatric/adult settings, Adult-Plus cuff and hose, IBP & Temp. and 12-lead with 1-Step Cable

\$25,275

\$21,483.75

M Series ® CCT with NIBP with neonatal/pediatric/adult settings, Adult-Plus cuff and hose, IBP & Temp., 12-lead with 1-Step Cable and noninvasive pacing

\$27,250

\$23,162.50

M Series ® CCT with NIBP with neonatal/pediatric/adult settings, Adult-Plus cuff and hose, EtCO2 with sensor and IBP & Temp.

\$22,695

\$19,290.75

M Series ® CCT with NIBP with neonatal/pediatric/adult settings, Adult-Plus cuff and hose, EtCO2 with sensor, IBP & Temp. and noninvasive pacing

\$24,695

\$20,990.75

M Series ® CCT with NIBP with neonatal/pediatric/adult settings, Adult-Plus cuff and hose, EtCO2 with sensor, 12-lead with 1-Step Cable and IBP & Temp.

\$29,995

\$25,495.75

M Series ® CCT with NIBP with neonatal/pediatric/adult settings, Adult-Plus cuff and hose, EtCO2 with sensor, 12-lead with 1-Step Cable, IBP & Temp. and noninvasive pacing

\$30,625

\$26,031.25

CCT Special Considerations:

- All CCT with EtCO2 include one EtCO2 sensor. You must choose mainstream or sidestream sensor by quoting sensor as additional line item at No Charge. Mainstream Capnostat sensor is 8000-0264-01. Sidestream LoFlo Module sensor is 8000-0365.
- All CCTs are available with a DC Power Supply instead of an AC Power Supply at no additional charge. This can be ordered by replacing digit 7 with a "2".
- Direct transmission to GE Medical Systems MUSE® is available for CCT with 12-lead option. Replace digit 5 with a "2".
- Xtreme Pack I or II is available for all M Series ® units. Order as a separate line item if required for transport applications.
- If RS232 option is required, the RS232 Data Transfer Cable must be quoted. Part number 8000-0605-01,\$55 per cable.
- Xtreme Pack II is optional and may be substituted for Xtreme Pack I at the time of the order for \$170. List as separate line item for each M Series ® ordered.
- Xtreme Pack II for 12-lead is optional and may be substituted for Xtreme Pack I at the time of the order for \$250. List as a separate line item for each M Series ® ordered.
- The CCT Model may be upgraded to include a XL Smart Complete Battery for an additional charge of\$55. This upgrade includes the replacement of the XL Smart Ready Battery with the Smart Complete Battery. This can be ordered by replacing digit 7 with a "6" for M Series CCT with AC power or by replacing digit 7 with a "7" for M Series CCT with DC power.

Xtreme Pack II Limited Warranty Statement:

ZOLL Medical Corporation warrants solely to the original purchaser of an M Series Defibrillator encased in a Xtreme Pack II that if the M Series injection molded enclosure is cracked or damaged under normal operating conditions when housed in an Xtreme Pack II carry case, that ZOLL will repair or replace the injection molded enclosure at its option so as to return the enclosure to original factory condition. This warranty is provided for the life on the M Series when the M Series is used under normal operating conditions. Additionally, this warranty includes the use of a loaner defibrillator during repair, the cost of shipping the damaged unit to ZOLL, and the cost of the return of the repaired or replacement unit to the original purchaser.

This limited warranty is the sole warranty made with respect to the Xtreme Pack II and is expressly in lieu of any other warranty either stated or implied, including any implied warranty of merchantability. ZOLL expressly disclaims all liability for any special or consequential damages. Breakage or damage to the screen, recorder, electronic or other portion of the M Series defibrillator other than the injection-molded enclosure are specifically excluded from this limited warranty.

EtCO2 Mainstream Sensor and LoFlo EtCO2 Module Warranty

ZOLL Medical Corporation warrants solely to the original purchaser of an M Series®, M Series CCT, or E Series™ defibrillator that if an EtCO2 Mainstream Sensor or LoFlo EtCO2 Module used with a ZOLL Defibrillator fails under normal operating conditions, ZOLL will either replace or repair the defective Mainstream EtCO2 sensor or LoFlo EtCO2 Module at ZOLL's option. This limited lifetime warranty begins from the original date of purchase of the EtCO2 Mainstream Sensor or LoFlo EtCO2 Module.

The foregoing warranty constitutes the exclusive remedy of the customer and the exclusive liability of ZOLL Medical Corporation for any breach of warranty related to the EtCO2 Mainstream Sensor or LoFlo EtCO2 Module supplied hereunder. ZOLL Medical Corporation expressly disclaims all other warranties whether written, oral, implied or statutory, included but not limited to any warranties of merchantability or fitness for a particular purpose.

X Series EMS Price List

	U.S. List Price
X Series Monitor/Defibrillator Small, lightweight (11.7 lbs./5.3 kg) manual or AED (configurable) monitor/defibrillator with Real CPR Help®, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable), USB data transfer capable, 80mm Printer, and large 6.5" (16.5cm) diagonal screen with up to 4 waveform channels and one (1) year warranty for EMS use.	\$14,995
Accessories Included: <ul style="list-style-type: none"> • 3-Lead ECG Cable - 6 ft. • Multi-Function Therapy Cable • CPR Connector • A/C Power Cord, Adapter and Charger • 1 Roll Printer Paper - 80mm • 6 hour rechargeable SurePower II Li-ion Battery • USB Data Transfer Cable • Carrying Case • Declaration of Conformity, Operator's Instructions, Quick Reference Guide 	
Real CPR Help Expansion Pack <ul style="list-style-type: none"> • CPR Dashboard®: quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See-Thru CPR® artifact filtering 	\$995
Non-invasive Pacing - ZOLL:	\$2,550
Pulse CO-Oximetry - Masimo:	
SpO₂ <ul style="list-style-type: none"> • Signal Extraction Technology (SET®) <i>Order patient cable and sensor separately</i>	\$1,795
SpO₂ & SpCO <ul style="list-style-type: none"> • Signal Extraction Technology (SET®) • Rainbow SET® (for SpCO & SpMet) <i>Order patient cable and sensor separately</i>	\$4,540
SpO₂ , SpCO & SpMet <ul style="list-style-type: none"> • Signal Extraction Technology (SET®) • Rainbow SET® (for SpCO & SpMet) <i>Order patient cable and sensor separately</i>	\$6,895
NIBP - Welch Allyn®: <ul style="list-style-type: none"> • Smartcuf® Dual Lumen Hose - 10ft. • SureBP® Reusable Adult Cuff 	\$3,495
End-tidal CO₂ (EtCO₂) monitoring - Oridion Microstream®:	\$4,995
<i>Order required Microstream® tubing sets separately</i>	
12-Lead ECG - Inovise 12L Algorithm: <ul style="list-style-type: none"> • 12-Lead One Step ECG Cable - Includes 4-lead trunk cable and removable precordial 6-lead set. 	\$8,450
Invasive pressure - 3 channels with digital monitoring:	\$2,750
<i>Order invasive pressure cable/transducer separately</i>	
Temperature monitoring - 2 channels with digital displays:	\$995
<i>Order temperature probes separately</i>	
Real CPR Help®, See-Thru CPR® and CPR Dashboard® Registered trademarks of ZOLL Medical Corporation SET® Registered trademark of Masimo Corp Smartcuf® and SureBP® Registered trademarks of Welch Allyn Microstream® registered trademark of Oridion	

X Series Notes:

1 SurePower Battery Charging System is NOT included and must be ordered separately. Order part number: 8300-0500-01.

2 If customer already owns the SurePower Charging System they must order battery adapters separately (up to 4 per charger). Part number: 8300-0250-01

X Series

U.S. List Price

NPP

Option Fields

1	2	3	4	5	6	7	8	9	10	11	12					
6	0	1	-	0	1	0	0	0	0	-	0	1	X Series Monitor/Defibrillator	\$14,995	\$12,295.90	
6	0	1	-	0	1	0	0	0	0	1	-	0	1	X Series Monitor/Defibrillator with CPR Expansion Pack	\$15,990	\$13,111.80
6	0	1	-	0	1	2	0	0	0	0	-	0	1	X Series Monitor/Defibrillator with SpO2	\$16,790	\$13,767.80
6	0	1	-	0	2	0	0	0	0	0	-	0	1	X Series Monitor/Defibrillator with Pacing	\$17,545	\$14,386.90
6	0	1	-	0	1	2	0	0	0	1	-	0	1	X Series Monitor/Defibrillator with SpO2 and CPR Expansion Pack	\$17,785	\$14,583.70
6	0	1	-	0	2	0	0	0	0	1	-	0	1	X Series Monitor/Defibrillator with Pacing and CPR Expansion Pack	\$18,540	\$15,202.80
6	0	1	-	0	2	2	0	0	0	0	-	0	1	X Series Monitor/Monitor/Defibrillator with Pacing and SpO2	\$19,340	\$15,858.80
6	0	1	-	0	1	3	0	0	0	0	-	0	1	X Series Monitor/Defibrillator with SpO2 and SpCO	\$19,535	\$16,018.70
6	0	1	-	0	1	0	1	0	0	0	-	0	1	X Series Monitor/Defibrillator with EtCO2	\$19,990	\$16,391.80
6	0	1	-	0	2	2	0	0	0	1	-	0	1	X Series Monitor/Defibrillator with Pacing, SpO2 and CPR Expansion Pack	\$20,335	\$16,674.70
6	0	1	-	0	1	3	0	0	0	1	-	0	1	X Series Monitor/Defibrillator with SpO2, SpCO and CPR Expansion Pack	\$20,530	\$16,834.60
6	0	1	-	0	1	0	1	0	0	1	-	0	1	X Series Monitor/Defibrillator with CPR Expansion Pack and EtCO2	\$20,985	\$17,207.70
6	0	1	-	0	1	2	1	0	0	0	-	0	1	X Series Monitor/Defibrillator with SpO2 and EtCO2	\$21,785	\$17,863.70
6	0	1	-	0	1	4	0	0	0	0	-	0	1	X Series Monitor/Defibrillator with SpO2, SpCO and SpMet	\$21,890	\$17,949.80
6	0	1	-	0	2	0	1	0	0	0	-	0	1	X Series Monitor/Defibrillator with Pacing and EtCO2	\$22,540	\$18,482.80
6	0	1	-	0	1	2	1	0	0	1	-	0	1	X Series Monitor/Defibrillator with SpO2, CPR Expansion Pack and EtCO2	\$22,780	\$18,679.60
6	0	1	-	0	2	2	0	0	1	0	-	0	1	X Series Monitor/Defibrillator with Pacing, NIBP, and SpO2	\$22,835	\$18,724.70
6	0	1	-	0	1	4	0	0	0	1	-	0	1	X Series Monitor/Defibrillator with SpO2, SpCO, SpMet and CPR Expansion Pack	\$22,885	\$18,765.70
6	0	1	-	2	1	0	0	0	0	0	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG	\$23,445	\$19,224.90
6	0	1	-	0	2	0	1	0	0	1	-	0	1	X Series Monitor/Defibrillator with Pacing, CPR Expansion Pack and EtCO2	\$23,535	\$19,298.70
6	0	1	-	0	2	2	0	0	1	1	-	0	1	X Series Monitor/Defibrillator with Pacing, NIBP, SpO2 and CPR Expansion Pack	\$23,830	\$19,540.60
6	0	1	-	0	2	2	1	0	0	0	-	0	1	X Series Monitor/Defibrillator with Pacing, SpO2 and EtCO2	\$24,335	\$19,954.70
6	0	1	-	2	1	0	0	0	0	1	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, CPR Expansion Pack	\$24,440	\$20,040.80
6	0	1	-	0	1	3	1	0	0	0	-	0	1	X Series Monitor/Defibrillator with SpO2, SpCO and EtCO2	\$24,530	\$20,114.60
6	0	1	-	2	1	2	0	0	0	0	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG and SpO2	\$25,240	\$20,696.80
6	0	1	-	0	2	2	1	0	0	1	-	0	1	X Series Monitor/Defibrillator with Pacing, SpO2, CPR Expansion Pack and EtCO2	\$25,330	\$20,770.60
6	0	1	-	0	1	3	1	0	0	1	-	0	1	X Series Monitor/Defibrillator with SpO2, SpCO, CPR Expansion Pack and EtCO2	\$25,525	\$20,930.50
6	0	1	-	0	2	3	0	0	1	0	-	0	1	X Series Monitor/Defibrillator with Pacing, NIBP, SpO2 and SpCO	\$25,580	\$20,975.60
6	0	1	-	2	2	0	0	0	0	0	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG and Pacing	\$25,995	\$21,315.90
6	0	1	-	2	1	2	0	0	0	1	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, SpO2 and CPR Expansion Pack	\$26,235	\$21,512.70
6	0	1	-	0	1	2	1	0	1	1	-	0	1	X Series Monitor/Defibrillator with NIBP, SpO2, CPR Expansion Pack and EtCO2	\$26,275	\$21,545.50
6	0	1	-	0	1	4	0	0	1	1	-	0	1	X Series Monitor/Defibrillator with NIBP, SpO2, SpCO, SpMet and CPR Expansion Pack	\$26,380	\$21,631.60
6	0	1	-	0	2	3	0	0	1	1	-	0	1	X Series Monitor/Defibrillator with Pacing, NIBP, SpO2, SpCO, and CPR Expansion Pack	\$26,575	\$21,791.50
6	0	1	-	0	1	4	1	0	0	0	-	0	1	X Series Monitor/Defibrillator with SpO2, SpCO, SpMet and EtCO2	\$26,885	\$22,045.70
6	0	1	-	2	2	0	0	0	0	1	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing and CPR Expansion Pack	\$26,990	\$22,131.80
6	0	1	-	0	1	2	1	4	1	1	-	0	1	X Series Monitor/Defibrillator with NIBP, SpO2, Temp, CPR Expansion Pack and EtCO2	\$27,270	\$22,361.40
6	0	1	-	2	2	2	0	0	0	0	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing and SpO2	\$27,790	\$22,787.80
6	0	1	-	0	2	2	1	0	1	0	-	0	1	X Series Monitor/Defibrillator with Pacing, NIBP, SpO2 and EtCO2	\$27,830	\$22,820.60
6	0	1	-	0	1	4	1	0	0	1	-	0	1	X Series Monitor/Defibrillator with SpO2, SpCO, SpMet, CPR Expansion Pack and EtCO2	\$27,880	\$22,861.60
6	0	1	-	0	2	4	0	0	1	0	-	0	1	X Series Monitor/Defibrillator with Pacing, NIBP, SpO2, SpCO and SpMet	\$27,935	\$22,906.70

X Series

Option Fields

U.S. List Price

NPP

1	2	3	4	5	6	7	8	9	10	11	12					
6	0	1	-	2	1	3	0	0	0	0	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, SpO2 and SpCO	\$27,985	\$22,947.70
6	0	1	-	0	2	3	1	0	0	1	-	0	1	X Series Monitor/Defibrillator with Pacing, SpO2, SpCO, CPR Expansion Pack and EtCO2	\$28,075	\$23,021.50
6	0	1	-	0	2	4	0	5	0	0	-	0	1	X Series Monitor/Defibrillator with Pacing, SpO2, SpCO, SpMet and IBP/Temp	\$28,185	\$23,111.70
6	0	1	-	2	1	0	1	0	0	0	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG and EtCO2	\$28,440	\$23,320.80
6	0	1	-	2	2	2	0	0	0	1	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, SpO2 and CPR Expansion Pack	\$28,785	\$23,603.70
6	0	1	-	0	2	2	1	0	1	1	-	0	1	X Series Monitor/Defibrillator with Pacing, NIBP, SpO2, CPR Expansion Pack and EtCO2	\$28,825	\$23,636.50
6	0	1	-	0	2	4	0	0	1	1	-	0	1	X Series Monitor/Defibrillator with Pacing, NIBP, SpO2, SpCO, SpMet and CPR Expansion Pack	\$28,930	\$23,722.60
6	0	1	-	2	1	3	0	0	0	1	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, SpO2, SpCO and CPR Expansion Pack	\$28,980	\$23,763.60
6	0	1	-	0	2	3	1	4	0	1	-	0	1	X Series Monitor/Defibrillator with Pacing, SpO2, SpCO, Temp, CPR Expansion Pack and EtCO2	\$29,070	\$23,837.40
6	0	1	-	0	1	3	1	0	1	1	-	0	1	X Series Monitor/Defibrillator with NIBP, SpO2, SpCO, CPR Expansion Pack and EtCO2	\$29,020	\$23,796.40
6	0	1	-	2	1	2	0	0	1	1	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, NIBP, SpO2 and CPR Expansion Pack	\$29,730	\$24,378.60
6	0	1	-	0	2	2	1	4	1	1	-	0	1	X Series Monitor/Defibrillator with Pacing, NIBP, SpO2, Temp, CPR Expansion Pack and EtCO2	\$29,820	\$24,452.40
6	0	1	-	0	1	2	1	5	1	1	-	0	1	X Series Monitor/Defibrillator with NIBP, SpO2, IBP/Temp, CPR Expansion Pack and EtCO2	\$30,020	\$24,616.40
6	0	1	-	2	1	2	1	0	0	0	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, SpO2 and EtCO2	\$30,235	\$24,792.70
6	0	1	-	2	1	4	0	0	0	0	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, SpO2, SpCO and SpMet	\$30,340	\$24,878.80
6	0	1	-	0	2	4	1	0	0	1	-	0	1	X Series Monitor/Defibrillator with Pacing, SpO2, SpCO, SpMet, CPR Expansion Pack and EtCO2	\$30,430	\$24,952.60
6	0	1	-	0	2	3	1	0	1	0	-	0	1	X Series Monitor/Defibrillator with Pacing, NIBP, SpO2, SpCO and EtCO2	\$30,575	\$25,071.50
6	0	1	-	2	1	2	0	4	1	1	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, NIBP, SpO2, Temp and CPR Expansion Pack	\$30,725	\$25,194.50
6	0	1	-	2	2	0	1	0	0	0	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing and EtCO2	\$30,990	\$25,411.80
6	0	1	-	2	2	2	0	0	1	0	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, and SpO2	\$31,285	\$25,653.70
6	0	1	-	2	1	4	0	0	0	1	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, SpO2, SpCO, SpMet and CPR Expansion Pack	\$31,335	\$25,694.70
6	0	1	-	0	1	4	1	0	1	1	-	0	1	X Series Monitor/Defibrillator with SpO2, SpCO, SpMet, NIBP, CPR Expansion Pack and EtCO2	\$31,375	\$25,727.50
6	0	1	-	2	2	3	0	0	0	1	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, SpO2, SpCO, and CPR Expansion Pack	\$31,530	\$25,854.60
6	0	1	-	0	2	3	1	0	1	1	-	0	1	X Series Monitor/Defibrillator with Pacing, NIBP, SpO2, SpCO, CPR Expansion Pack and EtCO2	\$31,570	\$25,887.40
6	0	1	-	0	2	3	1	5	0	1	-	0	1	X Series Monitor/Defibrillator with Pacing, SpO2, SpCO, IBP/Temp, CPR Expansion Pack and EtCO2	\$31,820	\$26,092.40
6	0	1	-	2	2	2	0	0	1	1	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2 and CPR Expansion Pack	\$32,280	\$26,469.60
6	0	1	-	2	1	3	0	0	1	1	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, NIBP, SpO2, SpCO and CPR Expansion Pack	\$32,475	\$26,629.50
6	0	1	-	0	2	2	1	5	1	1	-	0	1	X Series Monitor/Defibrillator with Pacing, NIBP, SpO2, IBP/Temp, CPR Expansion Pack and EtCO2	\$32,570	\$26,707.40
6	0	1	-	2	2	2	1	0	0	0	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, SpO2 and EtCO2	\$32,785	\$26,883.70
6	0	1	-	0	2	4	1	0	1	0	-	0	1	X Series Monitor/Defibrillator with Pacing, NIBP, SpO2, SpCO, SpMet and EtCO2	\$32,930	\$27,002.60
6	0	1	-	2	1	3	1	0	0	0	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, SpO2, SpCO and EtCO2	\$32,980	\$27,043.60
6	0	1	-	2	2	2	0	4	1	1	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, Temp and CPR Expansion Pack	\$33,275	\$27,285.50
6	0	1	-	2	1	3	0	4	1	1	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, NIBP, SpO2, SpCO, Temp and CPR Expansion Pack	\$33,470	\$27,445.40
6	0	1	-	2	2	2	1	0	0	1	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, SpO2, EtCO2, and CPR Expansion Pack	\$33,780	\$27,699.60
6	0	1	-	0	2	4	1	0	1	1	-	0	1	X Series Monitor/Defibrillator with Pacing, NIBP, SpO2, SpCO, SpMet, CPR Expansion Pack and EtCO2	\$33,925	\$27,818.50
6	0	1	-	2	2	3	0	0	1	0	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2 and SpCO	\$34,030	\$27,904.60
6	0	1	-	2	1	2	1	0	1	1	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, NIBP, SpO2, EtCO2 and CPR Expansion Pack	\$34,725	\$28,474.50
6	0	1	-	2	1	4	0	0	1	1	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, NIBP, SpO2, SpCO, SpMet and CPR Expansion Pack	\$34,830	\$28,560.60
6	0	1	-	2	2	3	0	0	1	1	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO and CPR Expansion Pack	\$35,025	\$28,720.50
6	0	1	-	2	1	4	1	0	0	0	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, SpO2, SpCO, SpMet and EtCO2	\$35,335	\$28,974.70
6	0	1	-	2	2	3	0	4	1	1	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, Temp and CPR Expansion Pack	\$36,020	\$29,536.40
6	0	1	-	2	2	2	0	5	1	1	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, IBP/Temp and CPR Expansion Pack	\$36,025	\$29,540.50
6	0	1	-	2	2	2	1	0	1	0	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2 and EtCO2	\$36,280	\$29,749.60

X Series

U.S. List Price

NPP

Option Fields

1 2 3 4 5 6 7 8 9 10 11 12

6	0	1	-	2	2	4	0	0	1	0	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO and SpMet	\$36,385	\$29,835.70
6	0	1	-	2	2	3	1	0	0	1	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, and CPR Expansion Pack	\$36,525	\$29,950.50
6	0	1	-	2	2	2	1	0	1	1	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, CPR Expansion Pack and EtCO2	\$37,275	\$30,565.50
6	0	1	-	2	2	4	0	0	1	1	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, SpMet and CPR Expansion Pack	\$37,380	\$30,651.60
6	0	1	-	2	1	3	1	0	1	1	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, NIBP, SpO2, SpCO, EtCO2 and CPR Expansion Pack	\$37,470	\$30,725.40
6	0	1	-	2	2	2	1	4	1	1	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, EtCO2, Temp and CPR Expansion Pack	\$38,270	\$31,381.40
6	0	1	-	2	2	3	0	5	1	1	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, IBP/Temp and CPR Expansion Pack	\$38,770	\$31,791.40
6	0	1	-	2	2	4	1	0	0	1	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, SpO2, SpCO, SpMet, EtCO2, and CPR Expansion Pack	\$38,880	\$31,881.60
6	0	1	-	2	2	3	1	0	1	0	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO and EtCO2	\$39,025	\$32,000.50
6	0	1	-	2	1	4	1	0	1	1	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, NIBP, SpO2, SpCO, SpMet, EtCO2 and CPR Expansion Pack	\$39,825	\$32,656.50
6	0	1	-	2	2	3	1	0	1	1	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, EtCO2 and CPR Expansion Pack	\$40,020	\$32,816.40
6	0	1	-	2	2	3	1	4	1	1	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, EtCO2, Temp and CPR Expansion Pack	\$41,015	\$33,632.30
6	0	1	-	2	2	2	1	5	1	1	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, IBP/Temp, CPR Expansion Pack and EtCO2	\$41,020	\$33,636.40
6	0	1	-	2	2	4	0	5	1	1	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, SpMet, IBP/Temp and CPR Expansion Pack	\$41,125	\$33,722.50
6	0	1	-	2	2	4	1	0	1	0	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, SpMet and EtCO2	\$41,380	\$33,931.60
6	0	1	-	2	2	4	1	0	1	1	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, SpMet, CPR Expansion Pack and EtCO2	\$42,375	\$34,747.50
6	0	1	-	2	2	4	1	4	1	1	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, SpMet, EtCO2, Temp and CPR Expansion Pack	\$43,370	\$35,563.40
6	0	1	-	2	2	3	1	5	1	1	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, IBP/Temp, CPR Expansion Pack and EtCO2	\$43,765	\$35,887.30
6	0	1	-	2	2	4	1	5	1	1	-	0	1	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, SpMet, IBP/Temp, CPR Expansion Pack and EtCO2	\$46,120	\$37,818.40

X Series Accessories

Part Number	Description	U.S. List Price	NPP	
ECG Accessories				
8000-000898-01	12-Lead one step ECG cable - AAMI includes 4-Lead trunk cable and removable precordial 6 lead set.	\$ 425.00	\$ 348.50	
8000-000898-12	12-Lead one step ECG cable - IEC includes 4-Lead trunk cable and removable precordial 6 lead set.	\$ 325.00	\$ 266.50	
8000-000896-01	Replacement 3-Lead Cable - AAMI	\$ 165.00	\$ 135.30	
8000-000896-12	Replacement 3-Lead Cable - IEC	\$ 165.00	\$ 135.30	
8000-000897-01	5-Lead ECG Cable - AAMI	\$ 175.00	\$ 143.50	
8000-000897-12	5-Lead ECG Cable - IEC	\$ 175.00	\$ 143.50	
8000-002005-01	Cable Sleeve, Royal Blue	\$ 49.95	\$ 40.96	ADD
SpO2 Accessories				
8000-000456	Masimo Single Patient Ear Sensor, LNCS E1	\$ 295.00	\$ 241.90	ADD
8000-000457	Masimo Single Patient Ear Sensor, M-LNCS E1	\$ 295.00	\$ 241.90	ADD
8000-000459	M-LNCS DCI Reusable Sensor	\$ 295.00	\$ 241.90	ADD
8000-000371	Rainbow Adult Reusable Patient Sensor For SpO2, SpCO, SpMet	\$ 415.00	\$ 340.30	
8000-000372	Rainbow Pediatric Reusable Patient Sensor For SpO2, SpCO, SpMet	\$ 445.00	\$ 364.90	
8000-000460	Red MNC Patient Cable, 4 ft.	\$ 395.00	\$ 323.90	ADD
Multifunction Defibrillation Accessories				
8300-000676	X Series OneStep Cable	\$ 425.00	\$ 348.50	
8000-000865	USB Clinical Event Download Cable	\$ 295.00	\$ 241.90	ADD
Battery and Charger Accessories				
8300-000006	D/C Aux. Power Supply for X Series	\$ 1,512.00	\$ 1,239.84	ADD
Cases and Mount Accessories				
8707-000502-01	X Series Carry Case	\$ 495.00	\$ 405.90	ADD
8707-000501-01	Accessory carry case	\$ 445.00	\$ 364.90	DELETE
8707-000500-01	USB Extension Cable	\$ 35.00	\$ 28.70	
Training & Manual Accessories				
9652-000391-01	Waterproof Quick Reference Guide, English	\$ 26.00	\$ 21.32	
9650-001355-01	Operator's Guide, X Series, English, Paper Format	\$ 26.00	\$ 21.32	
9650-001356-01	Service Manual, X Series, English, Paper Format	\$ 26.00	\$ 21.32	
9658-001355-01	Operator's Guide, X Series, English, CD ROM Format	\$ 26.00	\$ 21.32	
8000-000901	ECG plain white paper - 80 mm (pack of 6 rolls)	\$ 24.00	\$ 19.68	
8000-000910-01	X Series Thermal Paper with Grid - 80 mm (pack of 6 rolls)	\$ 24.00	\$ 19.68	ADD
USB Modem Accessories				
8000-000471-01	Multi-Tech USB cellular modem kit, GSM, Includes modem and 90 degree USB cable.	\$ 595.00	\$ 487.90	ADD
8000-000472-01	Multi-Tech USB cellular modem kit, CDMA (Verizon) - Includes modem and 90 degree USB cable.	\$ 595.00	\$ 487.90	ADD

AED Pro Defibrillators:

Option Fields

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17

9	0	1	1	0	2	0	0	4	9	9	9	9	1	0	1	0
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AED Pro ® Semi-Auto/Manual.**\$3,795****\$2,580.60**

Includes: Backlit LCD screen, soft carry case, rugged over-molded outer housing, multi-patient internal memory, IrDA port, operator guide, five year factory warranty, limited lifetime outer housing warranty.

Other Options:

9	0	1	1	0	6	0	0	4	9	9	9	9	1	0	1	0
9	0	1	1	0	4	0	0	4	9	9	9	9	1	0	1	0

AED Pro ® Manual Only.**\$3,595****\$2,444.60****AED Pro ® Semi-Auto Only.****\$3,595****\$2,444.60****AED Pro Notes**

- Voice Recording can be added to AED Pro ® by changing digit 8 with a "2". Add \$545.
- Batteries and Electrodes for all AED Pro ® defibrillators are NOT included with device and MUST be ordered as separate line items. See AED Pro ® accessories for part numbers and prices.

AED Pro Lifetime Unconditional Outer Housing Warranty

ZOLL Medical Corporation warrants solely to the purchaser of an AED Pro® defibrillator that if the AED Pro® injected molded enclosure is cracked or broken under normal operating conditions, that ZOLL will repair or replace the exterior upper or lower housing (at its sole option) so as to return the housing to its original factory condition. This warranty is provided for the life of the AED Pro® unit when the AED Pro® is used under normal conditions.

This warranty is the sole warranty made with respect to the AED Pro® upper and lower housing and is expressly in lieu of any other warranty either stated or implied, including any implied warranty of merchantability. ZOLL expressly disclaims all liability for any special or consequential damages. Breakage or damage to the screen, electronic or other portion of the AED Pro® defibrillator other than the injected molded enclosure is specifically excluded from this warranty.

AED Pro ® Accessories

List Price

NPP

Cables

8000-0838	AED Pro ECG Cable AAMI	\$160	\$120.00
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Batteries

8000-0860-01	AED Pro non-rechargeable lithium battttery pack	\$160	\$120.00
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Cases

8000-0810-01	AED Pro Soft Carry Case	\$105	\$78.75
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8000-0832-01	AED Pro Molded Vinyl Carry Case with Spare Battery Compartment	\$165	\$123.75
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8000-0875-32	AED Pro Hard Case with Foam Cut-Outs	\$229	\$171.75
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8000-0255-01	ZOLL AED Pro / Propaq LT Combo Carry Case	\$195	\$146.25
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Simulator

8000-0829-01	AED Pro Simulator	\$295	\$221.25
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Other

8000-0843-01	ZOLL Administrative Software for AED Pro, CD-ROM	\$27	\$20.25
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7771-000012-01	AED Pro 2010 Guidelines Upgrade Kit. Includes ZOLL Administrative Software (ZAS), AED Pro upgrade instructions and a software update acknowledgement card.	\$10	\$10.00
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Manuals

9650-0350-01	AED Pro Replacement Operator Guide	\$27	\$20.25
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9650-0309-01	AED Pro Service Manual	\$55	\$41.25
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ZOLL AED Plus - EMS / Public Safety Series

List Price
NPP 1-50
units in a
single PO
NPP 51-99
units in a
single PO
NPP 100+
units in a
single PO

AED Plus ®

Includes: LCD screen showing voice prompt messages, device advisory messages, elapsed time, shock count and chest compression graph. Supplied with Public Safety PASS Cover, Softcase, Operator's Guide and (5) five year limited warranty.

Option Fields

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
2	0	1	0	0	0	0	0	1	0	1	0	1	1	0	1	0
2	0	1	0	0	0	0	0	1	0	2	0	1	1	0	1	0
2	0	1	0	0	0	0	0	3	0	2	0	1	1	0	1	0

AED Plus with Graphical Cover

\$1,995

\$1,215.96

N/A

N/A

AED Plus with AED Cover

\$1,995

\$1,215.96

\$947.50

\$852.75

AED Plus with Professional Interface (no circle of icons)

\$1,995

\$1,215.96

N/A

N/A

2	0	6	0	0	0	0	0	1	0	1	0	1	1	0	1	0
2	0	7	0	0	0	0	0	1	0	1	0	1	1	0	1	0
2	0	5	0	0	0	0	0	1	0	2	0	1	1	0	1	0

AED Plus and Small Pelican Case

\$2,095

\$1,409.35

N/A

N/A

AED Plus and Large Pelican Case

\$2,145

\$1,437.35

N/A

N/A

AED Plus with AED cover and Police Carry Case

\$1,995

\$1,345.45

N/A

N/A

Fully Automatic AED Plus ®

Includes: LCD screen showing voice prompt messages, device advisory messages, elapsed time, shock count and chest compression graph. Supplied with AED Cover, Type 123 Lithium Batteries quantity of ten (10), CPR-D•padz, Operator's Guide and (5) five year limited warranty.

Option Fields

2	1	4	0	0	7	1	0	7	0	2	0	1	1	0	1	0
2	2	2	0	0	7	1	0	7	0	2	0	1	1	0	1	0

Fully automatic AED Plus with AED Cover

\$2,095

\$1,409.35

N/A

N/A

ADD

Fully automatic AED Plus with AED Cover and Medical Prescription

\$2,095

\$1,409.35

N/A

N/A

ADD

Fully Automatic AED Plus ®

Includes: LCD screen showing voice prompt messages, device advisory messages, elapsed time, shock count and chest compression graph. Supplied with PASS Cover, Softcase, Operator's Guide and (5) five year limited warranty.

Option Fields

2	2	3	0	0	7	0	0	7	0	1	0	1	1	0	1	0
2	2	3	0	0	7	0	0	7	0	2	0	1	1	0	1	0

Fully Automatic AED Plus with Graphical Cover

\$1,995

\$1,215.96

N/A

N/A

ADD

Fully Automatic AED Plus with AED Cover

\$1,995

\$1,215.96

N/A

N/A

ADD

AED Plus with VOICE RECORDING

Includes: Built-in digital voice recording, LCD screen showing voice prompt messages, device advisory messages, elapsed time, shock count and chest compression graph. Supplied with Public Safety PASS Cover, Softcase, Operator's Guide and (5) five year limited warranty.

Option Fields

2	0	1	0	0	0	0	1	1	0	1	0	1	1	0	1	0
2	0	1	0	0	0	0	1	1	0	2	0	1	1	0	1	0
2	0	1	0	0	0	0	1	3	0	2	0	1	1	0	1	0
2	0	6	0	0	0	0	1	1	0	1	0	1	1	0	1	0
2	0	7	0	0	0	0	1	1	0	1	0	1	1	0	1	0
2	0	5	0	0	0	0	1	1	0	2	0	1	1	0	1	0

AED Plus with Voice Recording and Graphical Cover

\$2,210

\$1,287.45

N/A

N/A

AED Plus with Voice Recording and AED Cover

\$2,210

\$1,287.45

N/A

N/A

AED Plus with Voice Recording and Professional Interface (no circle of icons)

\$2,210

\$1,287.45

N/A

N/A

AED Plus with Voice Recording and Small Pelican Case

\$2,300

\$1,351.25

N/A

N/A

AED Plus with Voice Recording and Large Pelican Case

\$2,345

\$1,379.75

N/A

N/A

AED Plus with Voice Recording, AED Cover, and Police Carry Case

\$2,210

\$1,345.45

N/A

N/A

AED Plus Accessories

Disposables

8900-0800-01	CPR-D • padz® one piece electrode pad with Real CPR Help®. Supplied with gloves, barrier mask, scissors, razor, wet wipe and dry wipe. Five (5) year shelf-life.	\$169	\$119.99
8900-0807-01	CPR-D accessory kit contains CPR barrier mask, scissors, gloves, prep razor, towel and a moist towelette in a small zip-lock pouch, one each .	\$19	\$13.49
8900-0808-01	CPR-D accessory kit contains CPR barrier mask, scissors, gloves, prep razor, towel and a moist towelette in a small zip-lock pouch, one case of 50 each .	\$800	\$568.00
8900-0810-01	pedi•padz® II Pediatric Multi-Function Electrodes - Designed for use with the AED Plus. The AED recognizes when pedi•pad z II are connected and automatically proceeds with a pediatric ECG and adjusts energy to pediatric levels. Twenty four (24) month shelf-life. One pair .	\$95	\$67.45

Battery Support

8000-0807-01	Type 123 Lithium Batteries, quantity of ten (10) with storage sleeve	\$75	\$53.25
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Note: Batteries & Electrodes must be purchased separately.

**** Contact Local Representative for quantity requirements.**

AED Plus Accessories (continued)

		List Price	NPP
<u>Miscellaneous</u>			
7771-000013-01	AED Plus 2010 Guidelines Upgrade, CD ONLY. Includes ZOLL Administrative Software (ZAS), AED Plus upgrade instructions and a software update acknowledgement card.	\$10	\$10.00
7771-000011-01	AED Plus 2010 Guidelines Upgrade, Single Kit (CD and One Overlay Label Set). Includes AED Plus upgrade instructions, ZOLL Administrative Software (ZAS) and one overlay label set for modifying icons on the face of the AED Plus, overlay label placement instructions and a software update acknowledgement card.	\$10	\$10.00
7771-000010-01	AED Plus 2010 Guidelines Upgrade, Ten Kit (CD and Overlay Label Sets). Includes AED Plus upgrade instructions, ZOLL Administrative Software (ZAS) and ten overlay label sets for modifying icons on the face of the AED Plus, overlay label placement instructions and a software update acknowledgement card.	\$100	\$100.00
7777-000700-01	AED Plus 2010 Guidelines Upgrade, 10 Overlay Labels. Includes 10 overlay label sets for modifying icons on the face of the AED Plus and overlay label placement instructions.	\$100	\$100.00
7777-0801-01	AED Plus 5.1 Application Software Upgrade Kit. Allows users to upgrade their AED Plus ® to the latest level of software. Allows the AED Plus ® to recognize Pedi Padz II and perform pediatric rescue. Includes Admin Guide and Upgrade Instructions.	\$25	\$17.75
8000-0837-01	Large Pelican Case with cut-outs for AED Plus, <i>CPR-D • padz</i> and <i>pedi • padz II</i>	\$219	\$155.49
8000-0836-01	Small Pelican Case with cut-outs for AED Plus ® only	\$199	\$141.29
8000-0802-01	Replacement Softcase	\$105	\$74.55
8000-0806-01	Replacement Softcase - POLICE	\$105	\$74.55
8000-0812-01	Replacement Public Safety PASS Cover designed for CPR-D Padz and accessories	\$55	\$39.05
8000-0808-01	Replacement Public Access PASS Cover (Graphic Interface Label) designed for CPR-D Padz and accessories	\$55	\$39.05
8000-0803-01	Compact Low Profile Public Safety Cover (not for use with CPR-D Padz and accessories)	\$55	\$39.05
8000-0804-01	Defibrillator Analyzer Adapter Cable - connects AED Plus to defibrillator analyzer	\$105	\$74.55
8000-0819-01	Simulator/Tester -connects to AED Plus to demonstrate operation	\$239	\$169.69
8000-0809-01	Mounting Bracket (used to mount unit on the wall)	\$65	\$46.15
8000-0855	Standard Metal Wall Cabinet	\$199	\$141.29
8000-0738	Standard Metal Wall Cabinet with Strobe Light	\$229	\$162.59
8000-0855-02	Brushed Stainless Steel Wall Cabinet	\$389	\$276.19
8000-0817	Surface Wall Mounting Box	\$319	\$226.49
8000-0814	Recessed Wall Mounting Box	\$319	\$226.49
8000-0811	Flush Wall Mounting Box	\$319	\$226.49
8000-0856	Clear AED Plus ® Wall Cabinet	\$350	\$248.50
8000-0608-01	RescueNet Code Review Software - Physical copy	\$95	\$67.45
8000-0815	USB IrDA Adapter	\$105	\$74.55
8000-0816	RS-232 IrDA Adapter	\$105	\$74.55
9650-0300-01	Operator's Guide for individual operators or for use as wall poster **	\$6	\$4.26
9650-0301-01	Administration Guide	\$6	\$4.26
8000-0311-01	ZOLL Administration Software, CD-ROM	\$159	\$112.89
9658-0401-01	EMS / Public Safety AED Plus ® Promotional Video - Mpeg file on CD	\$25	\$17.75
9310-0738	AED Plus 3-D Wall Sign	\$14	\$9.94
8000-0825	AED Plus Wall Sign (8 1/2" x 11")	\$11	\$7.81

AED Plus Training and Accessories

List Price NPP

AED Plus Trainer 2 Unit

Option Fields

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
8	0	0	8	-	0	0	5	0	-	0	1					

The AED Plus Trainer2 can be used by trainers to train users of the AED Plus. Supplied with wireless Remote Contoller, one set of **CPR-D** training electrodes, one pair of replacement gels, 4 D-Cell batteries, 2 AA batteries, Operators Guide, and a (6) six month limited warranty.

AED Plus Trainer 2 Unit

\$379

\$269.09

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
8	0	0	8	-	0	0	0	0	5	2	-	0	1			

The Fully Automatic AED Plus Trainer2 can be used by trainers to train users of the AED Plus. Supplied with wireless Remote Contoller, one set of **CPR-D** training electrodes, one pair of replacement gels, 4 D-Cell batteries, 2 AA batteries, Operators Guide, and a (6) six month limited warranty.

AED Plus Fully Automatic Trainer 2 Unit

\$379

\$269.09

ADD

Accessories

8900-0804-01	CPR-D • padz Training Electrodes (TO BE USED WITH TRAINER ONLY) -- with reusable "Z-design" electrode with CPR hand placement indicator and one (1) pair of disposable adhesive gels. (Note: the disposable gels must be applied to the reusable pad before use.)	\$90	\$63.90
8900-0803-01	Replacement Adhesive gels for CPR-D • padz - Training Electrode replacements, 5 pair.	\$31	\$22.01
8900-000861-01	Trainer Electrode, pedi•padz II (6 pairs per case)	\$129	\$91.59
8008-0007	Trainer Wireless Remote Controller with 2 AA batteries (replacement)	\$69	\$48.99
8000-0375-01	ZOLL AED Plus Trainer / Trainer2 Carry Case.	\$85	\$60.35

**** Note: Replacement D-cell and AA batteries are not available from ZOLL.**

AED Plus Training Unit

Option Fields

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
8	0	0	8	-	0	1	0	4	-	0	1					

The AED Plus trainer is for use by Trainers to train in the use of the AED Plus. Supplied with Training Remote Control, hand held cord, one set **CPR-D** training electrodes, one pair of replacement gels operator manual, administration guide and (1) one year limited warranty.

AED Plus Training Unit

\$479

\$340.09

Accessories

8900-0804-01	CPR-D • padz Training Electrodes (TO BE USED WITH TRAINER ONLY) -- with reusable "Z-design" electrode with CPR hand placement indicator and one (1) pair of disposable adhesive gels. (Note: the disposable gels must be applied to the reusable pad before use.)	\$90	\$63.90
8900-0803-01	Replacement Adhesive gels for CPR-D • padz - Training Electrode replacements, 5 pair.	\$31	\$22.01
8900-000861-01	Trainer Electrode, pedi•padz II (6 pairs per case)	\$129	\$91.59
8000-0821	Trainer Phone Cord (replacement)	\$21	\$14.91
8000-0822	Trainer US AC Adapter	\$55	\$39.05
1008-0113-01	Trainer Remote (replacement)	\$165	\$117.15
9650-0304-01	Trainer Operator's Guide (replacement)	\$11	\$7.81
8000-0375-01	ZOLL AED Plus Trainer / Trainer2 Carry Case.	\$85	\$60.35
9650-0850-01	AED Plus EMS and Public Safety Video - VHS	\$27	\$19.17
9650-0851-01	AED Plus First Responder Video - VHS	\$27	\$19.17
9658-0413-01	AED Plus Setup and Practice Videos. AED Plus in-service and training DVD collection. Includes videos on in-servicing your AED Plus, setting up the device, and performing single and team rescues with the AED Plus. DVD also contains WMV files allowing users who do not have the capability to play a DVD the ability to view the videos.	\$10	\$7.10

**** Note: Batteries & Electrodes must be purchased separately.**

AED Plus Training and Accessories		List Price	NPP
8000-0834-01	AED Demo Kit. Includes carry bag, manikin torso with head and one CPR-D Demo Pad.	\$399	\$283.29
8000-0847-01	AED Plus Demo Kit Carry Bag	\$149	\$105.79
8000-0835-01	AED Plus Demo Manikin. Includes manikin torso with velcro strips attached and a separate head with hardware for attachment	\$199	\$141.29
8900-5007	CPR-D Demo Pad (TO BE USED WITH CLINICAL UNIT ONLY). Includes one CPR-D Demo Pad (with Velcro strips for attachment to manikin) and y-cable with intelligent CPR puck and connector for simulator.	\$125	\$88.75
8900-0809-01	Replacement CPR-D Demo Pads. Includes a pair of CPR-D replacement electrode pads with tabbed pull-away gel covers without the CPR puck assembly. Can be used to replace worn or frayed pads from complete CPR-D Demo Pad.	\$40	\$28.40
8008-0006-01	Real CPR Help Travel Trainer	\$399	\$283.29

ZOLL AutoPulse® Non-Invasive Cardiac Support Pump

List Price

NPP

Products

8700-0730-01	AutoPulse System with Pass Thru	Generates consistent and uninterrupted chest compressions, offering improved blood flow during cardiac arrest. Includes Backboard, User Guide, Quick Reference Guide, Shoulder Restraints, Backboard Cable Ties, Head Immobilizer, Grip Strips, In-service Training DVD, and one year warranty.	\$10,995.00	\$10,775.10	
8700-0752-01	AutoPulse® Li-Ion Battery	Original equipment Lithium Ion (Li-Ion) battery for use with the AutoPulse® Platform.	\$825.00	\$808.50	ADD
8700-0702-01	AutoPulse Battery	Original equipment Nickel-metal Hydride (NiMH) battery for use with the AutoPulse Platform.	\$575.00	\$563.50	
8700-0753-01	AutoPulse® SurePower Battery Charger, U.S.	Charges and automatically conditions two NiMH or Li-Ion batteries and automatically verifies battery charge level. Includes User Guide <i>and</i> U.S. power cord.	\$1,795.00	\$1,759.10	ADD
8700-0703-01	AutoPulse Battery Charger, U.S.	Charges and conditions up to two batteries and automatically assesses battery charge level. Includes User Guide <i>and</i> U.S. power cord.	\$1,795.00	\$1,759.10	DELETE
Note: AutoPulse® Battery and AutoPulse® Battery Charger carry a one year warranty.					
8700-0701-01	LifeBand® 1 pack	Single-use chest compression band. (1 per package)	\$139.00	\$136.22	
8700-0706-01	LifeBand 3 pack	Single-use chest compression band. (3 per package)	\$375.00	\$367.50	
8700-000759-01	AutoPulse Training System	Consists of 1 each AutoPulse Trainer Platform, 1 LifeBand Trainer, 1 Battery Charger, and 2 Batteries. NOT FOR PATIENT USE.	\$6,895.00	\$6,757.10	ADD
8700-0713-01	AutoPulse Training System	Consists of 1 each AutoPulse Trainer Platform, 1 LifeBand Trainer, 1 Battery Charger, and 2 Batteries. NOT FOR PATIENT USE.	\$6,895.00	\$6,757.10	DELETE

ZOLL AutoPulse ® (continued)

List Price

NPP

Accessories

8700-0716-01	AutoPulse Transporter	Customized roll stand for easy transport of the AutoPulse	\$395.00	\$387.10	
8700-000758-01	AutoPulse Soft Carry Case	Soft-sided carrying case holds AutoPulse Platform, spare battery, spare LifeBand and Shoulder Restraints.	\$395.00	\$387.10	ADD
8700-0705-01	AutoPulse Soft Carry Case	Soft-sided carrying case holds AutoPulse Platform, spare battery, spare LifeBand and Shoulder Restraints.	\$395.00	\$387.10	DELETE
8700-0710-01	AutoPulse Head Immobilizer	AutoPulse Patient Head Immobilizer. (5 per package)	\$29.95	\$29.35	
8700-0717-01	AutoPulse Hygiene Barrier	AutoPulse Hygiene Barrier, one each.	\$12.00	\$11.76	
8700-0709-01	AutoPulse Shoulder Restraint	AutoPulse Patient Shoulder Restraint.	\$29.95	\$29.35	
8700-0711-01	AutoPulse Backboard Cable Ties	Backboard Restraint Ties, single use. Used to secure the AutoPulse Platform to a standard backboard. (25 per package)	\$19.95	\$19.55	
8700-0708-01	AutoPulse Grip Strips	Adhesive backed strips designed to provide a high-friction contact between the AutoPulse Platform and a backboard. Semi-permanent adhesive. (1 set)	\$4.95	\$4.85	
9658-0716-01	AutoPulse In-service Training Video (DVD)	AutoPulse In-service Training Video, DVD format.	\$19.95	\$19.55	
9650-0717-01	AutoPulse In-service Training Video (VHS)	AutoPulse In-service Training Video, VHS tape format.	\$19.95	\$19.55	
8700-0712-01	AutoPulse Soft Stretcher	Extrication stretcher suitable to move patient while AutoPulse is deployed.	\$129.00	\$126.42	
8700-0707-01	LifeBand Trainer	Re-usable LifeBand designed for training. NOT FOR PATIENT USE.	\$349.00	\$342.02	
8700-0704-01	AutoPulse Power Cord	U.S. standard power cord.	\$10.00	\$9.80	
9650-0714-01	AutoPulse User Guide	Describes the operating steps and maintenance requirements for the AutoPulse Platform.	\$30.00	\$29.40	
9650-0715-01	AutoPulse Battery Charger User Guide	Describes the operating steps and maintenance requirements for the AutoPulse Battery Charger.	\$25.00	\$24.50	
8700-0718-01	AutoPulse Manikin	AutoPulse Manikin	\$185.00	\$181.30	

RescueNet®

List Price

NPP

RescueNet 12 Lead

8700-010001-01	RescueNet 12-Lead - Unlimited Enterprise Service (signed agreement necessary)	No Charge	No Charge
8700-010010-01	RescueNet 12-Lead - 1 day Onsite Training (T&E not Included)	\$1,500	\$1,500

RescueNet software applications

8000-0609-01	RescueNet Code Review - Enterprise Edition. Software for Windows designed for advance responder (ALS) and mixed responder (ALS/ILS/BLS) programs. Also embedded in this program is ZOLL Data Relay Server Software. Includes technical support and upgrades for the first 12 months.	\$2,495	\$2,495
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ZOLL Data Relay & 12-lead Transmission

8000-0616-01	ZOLL Data Relay Server Software (US) - Stand-a-lone server software for local server installation by a ZOLL Data Systems Deployment Engineer via On-site Deployment. Includes technical support for first 12 months. This is not needed if customer is using "ZOLL-Hosted Server Subscription, North America" option.	\$995	\$995
8700-0800-01	Onsite Deployment - This option includes deployment of the "ZOLL Data Relay Server Software" by a ZOLL Data Systems Deployment Engineer along with the training to set up the field devices. The customer will be responsible for providing the hardware and software necessary for the deployment. This deployment is recommended for organizations that want to maintain their own server. Not required for "ZOLL-Hosted Server Subscription, North America" option.	\$3,000	\$3,000
8700-0518-01	ZOLL-Hosted Server Subscription, North America (Two Years). This two-year service is part of the "ZOLL Wireless 12-lead ECG Transmission" solution and allows EMS customers to transmit an unlimited amount of 12-lead ECGs per month via a ZOLL-Hosted server that is resident on the Internet. This service is beneficial for customers who would rather not implement and support a server.	\$1,200	\$1,200
7771-2000-01	E Series Wireless 12-lead ECG Transmission DUN Software Kit U.S. Self-installing software on PCMCIA card that enables E Series devices, with integrated Bluetooth DUN module, to communicate with the ZOLL-Hosted Subscription Server or a local server running "ZOLL Data Relay Server Software." May be installed on an unlimited number of E Series.	\$995	\$995

Battery Support

List Price NPP

Batteries, Smart Batteries & Components

8000-0299-01	1400/2000/1600/1700/M Series®/E Series®/AED Pro® Sealed Lead Acid Battery (not upgradeable to Smart Battery)	\$140	\$105.00
8019-0535-01	SurePower™ Rechargeable Lithium Ion Battery Pack <ul style="list-style-type: none"> • 5.8 Ah Capacity • High density lithium ion chemistry • RunTime™ Indicator • Automatic calibration ready • Stores history of use and maintenance 	\$475	\$356.25
8000-0052	1200/900 Battery	\$135	\$101.25
8004-0104-01	Smart Ready Battery	\$160	\$120.00
7777-0103-01	Smart Ready Battery Upgrade (includes Smart Chip and indicator label)	\$80	\$60.00
7776-0103-01	Smart Battery Reconditioning Kit (includes Smart Ready Battery and indicator label)	\$165	\$123.75
8204-0103-01	Smart Battery Complete (option for replacement of standard battery when ordering new equipment)	\$55	\$41.25
8000-0500-01	XL Smart Ready Battery	\$265	\$198.75
8000-0686-01	XL Smart Ready Battery, Package of three (3)	\$635	\$476.25
7777-0203-01	XL Smart Ready Battery Upgrade (includes Smart Chip and indicator label)	\$80	\$60.00

■ When ordering M Series with XL Battery, change digit 7 to 3 for M Series XL Battery with AC Power or to 4 for M Series with XL Battery with DC Power. One XL Battery will be included.

Warranty Statement: ZOLL Battery Packs carry a one (1) year warranty

Charging Systems

8050-0030-01	SurePower™ Charging Station <ul style="list-style-type: none"> • 4 Charging bays • Multiple chemistry compatible • 200 watt capacity • Graphic driven user interface • RS-232 communication port 	\$2,275	\$1,706.25	
8200-000100-01	SurePower Single Bay Charger	\$945	\$708.75	ADD

Accessories

7777-0290	E Series Lithium Battery Filler Kit	\$16	\$12.00
8050-0032-01	SurePower Charger Battery Well Spacer	\$20	\$15.00
1004-0151-01	Power Charger Clips (2) with Instructions and Label	\$27	\$20.25
8000-0090	Replacement Power Cord for Base PowerCharger 4x4 or 1x1	\$60	\$45.00
8000-0100	Replacement Power Cord for Base Station Charger	\$60	\$45.00

Manuals/Videos

9650-0536-01	SurePower Battery Instructions	\$27	\$20.25
9650-0043	PowerCharger Operator's Manual	\$27	\$20.25
9650-0074	PowerCharger Service Manual	\$14	\$10.50
9650-0060	PD-4420 Battery Support System Operator's Manual	\$11	\$8.25
9650-0049	PD-4420C Battery Support System Service Manual	\$53	\$39.75
9650-0054	Base PowerCharger 4x4, Operator's Manual	\$27	\$20.25
9650-0072	Base PowerCharger 4x4, Service Manual	\$52	\$39.00
9650-0019	Battery Management Program Guide	\$37	\$27.75
9650-0221-01	XL Battery Operator's Manual	\$11	\$8.25

ZOLL Electrodes

		Quantity	Shelf-life	List Price	NPP
<u>stat•padz</u>	<u>Non-CPR Multi-function Electrodes</u>				
8900-4003	<u>stat•padz</u> HVP Multi-Function Electrodes	12 pair/case	24 months	\$479	\$359.25
8900-4004	<u>stat•padz</u> HVP Multi-Function Electrodes	1 pair	24 months	\$55	\$41.25
8900-0802-01	<u>stat•padz II</u> HVP Multi-Function Electrodes	12 pair/case	24 months	\$499	\$374.25
8900-0801-01	<u>stat•padz II</u> HVP Multi-Function Electrodes	1 pair	24 months	\$59	\$44.25
<u>pro•padz</u>	<u>For Elective and Special Procedures</u>				
8900-2100-01	<u>pro•padz</u> Cardiology Specialty LVP Multi-Function	12 pairs/case	18 months	\$479	\$359.25
8900-2101-01	<u>pro•padz</u> Cardiology Specialty LVP Multi-Function	1 pair	18 months	\$55	\$41.25
8900-2303-01	<u>pro•padz</u> Biphasic Multi-Function Electrodes	12 pairs/case	9 months	\$479	\$359.25
8900-2302-01	<u>pro•padz</u> Biphasic Multi-Function Electrodes	1 pair	9 months	\$55	\$41.25
8900-4005	<u>pro•padz</u> Solid Gel Radiolucent Multi-Function Electrodes	12 pairs/case	12 months	\$695	\$521.25
8900-4006	<u>pro•padz</u> Solid Gel Radiolucent Multi-Function Electrodes	1 pair	12 months	\$65	\$48.75
8900-2105-01	<u>pro•padz</u> LiquidGel Radiolucent Multi-Function Electrodes	12 pairs/case	12 months	\$695	\$521.25
8900-2106-01	<u>pro•padz</u> LiquidGel Radiolucent Multi-Function Electrodes	1 pair	12 months	\$65	\$48.75
8900-4012	<u>pro•padz</u> Sterile Multi-Function Electrodes with 54-inch lead wires	6 pairs/case	12 months	\$285	\$213.75
8900-4013	<u>pro•padz</u> Sterile Multi-Function Electrodes with 54-inch lead wires	1 pair	12 months	\$55	\$41.25
8900-4052-40	<u>pro•padz</u> Sterile Multi-Function Electrodes with 10-foot lead wires	6 pairs/case	12 months	\$405	\$303.75
8900-4055-40	<u>pro•padz</u> Sterile Multi-Function Electrodes with 10-foot lead wires	1 pair	12 months	\$75	\$56.25
<u>pedi•padz</u>	<u>For Pediatrics</u>				
8900-2065	<u>pedi•padz</u> Pediatric Liquid Gel Multi-Function Electrodes	6 pairs/case	12 months	\$249	\$186.75
8900-2061	<u>pedi•padz</u> Pediatric Liquid Gel Multi-Function Electrodes	1 pair	12 months	\$60	\$45.00
8900-3000-01	<u>pedi•padz</u> Solid Gel Multi-Function Electrodes	6 pairs/case	24 months	\$249	\$186.75
8900-3001-01	<u>pedi•padz</u> Solid Gel Multi-Function Electrodes	1 pair	24 months	\$60	\$45.00
8900-1065	<u>pedi•padz</u> Pacing Only Pediatric Electrodes	6 pairs/case	12 months	\$385	\$288.75
8900-1061	<u>pedi•padz</u> Pacing Only Pediatric Electrodes	1 pair	12 months	\$80	\$60.00
8900-0401	<u>pedi•padz</u> Reduced Energy Electrode	1 pair	24 months	\$110	\$82.50

DELETE
DELETE

ZOLL Electrodes

		Quantity	Shelf-life	List Price	NPP
<u>ECG Monitoring Electrodes</u>					
8900-0003	3 ECG electrodes/pouch (600 electrodes)	200 pouches	24 months	\$120	\$90.00
8900-0004	4 ECG electrodes/pouch (480 electrodes)	120 pouches	24 months	\$96	\$72.00
8900-0005	5 ECG electrodes/pouch (500 electrodes)	100 pouches	24 months	\$100	\$75.00
8900-0006	6 ECG electrodes/pouch (600 electrodes)	100 pouches	24 months	\$120	\$90.00
8900-1003-01	Pediatric ECG electrodes/3 per pouch (300 electrodes)	100 pouches	24 months	\$60	\$45.00
8900-1300-01	V• pak Preconnected V Lead Electrodes for 12 Lead (40 Pouches / Case)	40 pouches	15 months	\$340	\$255.00
8900-0700	30 pouch rectangle liquid gel ECG electrodes (600 electrodes)	20 pouches	24 months	\$120	\$90.00
8900-0701	30 pouch round liquid gel ECG electrodes (600 electrodes, 1.5" diameter)	20 pouches	24 months	\$120	\$90.00
8900-0702	30 pouch rectangle solid gel ECG electrodes (600 electrodes)	20 pouches	24 months	\$120	\$90.00
8900-0703	30 pouch round liquid gel ECG electrodes (600 electrodes, 2" diameter)	20 pouches	24 months	\$120	\$90.00
8900-0704	30 pouch radiolucent ECG electrodes (300 electrodes, 1.5" diameter)	10 pouches	24 months	\$60	\$45.00
8900-0706	30 pouch square liquid gel ECG electrodes (600 electrodes)	20 pouches	24 months	\$120	\$90.00
8900-0707	30 pouch square solid gel ECG electrodes (600 electrodes)	20 pouches	24 months	\$120	\$90.00
8900-0708	30 pouch round solid gel ECG electrodes (600 electrodes, 1.5" diameter)	20 pouches	24 months	\$120	\$90.00
8900-0709	4 pouch pediatric ECG electrodes (480 electrodes)	120 pouches	24 months	\$96	\$72.00
8900-0714	Solid gel, foam ECG electrodes, 4 per pouch, case of 480 electrodes	120 pouches	24 months	\$96.00	\$72.00
8900-0715	Solid gel, foam ECG electrodes, 6 per pouch, case of 600 electrodes	100 pouches	24 months	\$120.00	\$90.00
<u>Electrodes for AEDs</u>					
8900-0400	CPR stat•padz HVP Multi-Function CPR Electrodes	8 pair/case	24 months	\$560	\$420.00
8900-0402	CPR stat•padz HVP Multi-Function CPR Electrodes	1 pair	24 months	\$75	\$56.25
<u>Electrodes for Training</u>					
8900-0180	OneStep Training Cable and Electrode. Includes one training cable with CPR sensor and y-connector for simulator connection and one pair of replacement OneStep training CPR A/P electrodes.	1 Pair		\$139	\$104.25
8900-0240-01	OneStep Training Cable and Electrode. Includes one training cable with CPR sensor and y-connector for simulator connection and one pair of replacement CPR A/A pads.	1 Pair		\$139	\$104.25
8900-0185	Replacement OneStep Training CPR A/P Electrodes (8 per case)	8 pair/case		\$99	\$74.25
8900-0245-01	Replacement OneStep Training Electrodes (CPR A/A format) (8 per case)	8 pair/case		\$99	\$74.25
8900-0190	Training CPR stat•padz . Includes one training cable with CPR sensor, Y connector for simulator connection, and one pair of replacement training electrodes.	1 pair		\$89	\$66.75
8900-0195	Replacement Training Electrodes (CPR stat•padz case of 8). Includes 8 pairs (Sternum and Apex pad) of replacement electrodes for training CPR stat•padz .	8 pairs/case		\$79	\$59.25
<u>Electrodes for AED Plus Trainer (non-clinical device)</u>					
8900-0805-01	Training Electrodes, stat•padz II (6 pairs per case)	6 pairs/case	24 months	\$129	\$96.75

Upgrades

		List Price	NPP
<u>E Series ® Only</u>			
7777-0390	E Series SpCO Upgrade (units with blue SpO2 connector)	\$4,995	\$3,746.25
7777-0392	E Series SpCO Upgrade (units with red SpO2 connector)	\$3,750	\$2,812.50
7777-0391	E Series SpCO + SpMet Upgrade (units with blue SpO2 connector)	\$7,350	\$5,512.50
7777-0393	E Series SpCO + SpMet Upgrade (units with red SpO2 connector)	\$5,950	\$4,462.50
<u>E Series ® & M Series ®</u>			
7777-0135	M Series Bluetooth Upgrade - (Must be RS232 enabled and a minimum of 35.75 Revision software) Not available for CCT Models.	\$1,595	\$1,196.25
7777-0138	E Series Bluetooth Upgrade - For E Series units <u>without</u> integrated Bluetooth	\$1,795	\$1,346.25
7777-0139	E Series Bluetooth DUN Upgrade - For E Series <u>with</u> integrated Bluetooth and Serial # AB07G004949 or below	\$1,295	\$971.25
7777-0112	12-lead	\$10,000	\$7,500.00
7777-0096	MUSE Upgrade Option for M Series ® Units older than version 20.10. Contact ZOLL Technical Service.	\$1,495	\$1,121.25
7777-0132	AC Power	\$1,000	\$750.00
7777-0128	Advisory	\$750	\$562.50
7777-0114	AED	\$3,000	\$2,250.00
7777-0113	Biphasic	\$4,000	\$3,000.00
7777-0116	Codemarkers	\$750	\$562.50
7777-0131	DC Power	\$1,000	\$750.00
7777-0111	EL Display, with Pacing	\$750	\$562.50
7777-0109	EL Display, without Pacing	\$750	\$562.50
7777-0115	EtCO2 Mainstream Upgrade - for M Series ® and CCT units with no EtCO2 option installed. (Must have SP02)	\$6,000	\$4,500.00
7777-0350-01	EtCO2 LoFlo Sidestream Customer Upgrade Kit - for M Series ® units with Mainstream EtCO2 installed and SW > 30.00. (Must have SP02)	\$2,000	\$1,500.00
7777-0351-01	EtCO2 LoFlo Sidestream Factory Upgrade Kit - for M Series ® units with Mainstream EtCO2 installed and SW < 30.00. (Must have SP02)	\$4,000	\$3,000.00
7777-0354-01	EtCO2 LoFlo Sidestream Customer Upgrade Kit - for CCT units with Mainstream EtCO2 installed (Must have SP02)	\$2,000	\$1,500.00
7777-0352-01	EtCO2 LoFlo Sidestream Upgrade - for M Series ® and CCT units with no Mainstream EtCO2 installed. (Must have SP02)	\$6,000	\$4,500.00
7777-0353-01	EtCO2 Mainstream and LoFlo Sidestream Factory Upgrade Kit - for M Series ® and CCT units with no EtCO2 installed who want to have both options. (Must have SP02)	\$7,500	\$5,625.00
7777-0133	Manual with Advisory	\$1,250	\$937.50
7777-0125	NIBP (must have SPO2)	\$5,000	\$3,750.00
7777-0275	Neonatal (must have NIBP) CCT model only	\$2,000	\$1,500.00
7777-0110	Pacing	\$3,250	\$2,437.50
7777-0091	SPO2 - AED - w/EL Display if needed	\$3,250	\$2,437.50
7777-0090	SPO2 - Manual - w/EL Display if needed	\$3,250	\$2,437.50
7777-0232	RS232 for software versions 30.00 and higher	\$1,200	\$900.00
7777-0130	Voice Recording	\$1,700	\$1,275.00

Upgrades

		List Price	NPP
7777-0126	Printer, Summary Report, Manual Override	\$3,000	\$2,250.00
7777-0127	Printer, Summary Report	\$3,000	\$2,250.00
7777-0136	IBP & Temp for CCT units ONLY	\$3,500	\$2,625.00
7777-3901-01	Limited CPR Software Upgrade	\$795	\$596.25

AED Plus ®

7777-0802	AED Plus 5.1 Application Software Upgrade Performed by ZOLL Technical Service. Upgrades AED Plus ® to the latest level of software allowing the AED Plus ® to recognize Padi Padz II and perform pediatric rescue.	\$299	\$224.25
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Batteries, Smart Batteries & Components

7777-0264	Upgrade to accommodate XL Battery for MSeries Software versions 20.00 and higher but less than 30.00. (Includes software, handle, shroud and label. Must be installed at a ZOLL service depot.)	\$495	\$371.25
7777-0261	Upgrade to accommodate XL Battery for M Series ® Software versions 30.00 and higher. (Includes handle, shroud and label.)	\$95	\$71.25
7777-0262	4x4 Base Power Charger XL Battery Upgrade; Includes Chip Set and labels	\$95	\$71.25
7777-0263	1 x1 Base Power Charger <u>XL Battery</u> Upgrade (includes 1 chip and label)	\$75	\$56.25

Propaq MD Air Medical Commercial Price List



Part Number	Description	List Price	NPP
331-1011301-01	<p>Propaq MD Air Medical configuration. Propaq MD includes; a large color display capable of displaying 4 waveforms simultaneously with a high contrast and NVG friendly screens, adult, pediatric and neonatal monitoring capability, 3, 5 and 12-Lead ECG, impedance pneumography respirations, Nellcor Oximax pulse oximetry, non-invasive blood pressure with SURE rapid BP technology, Microstream CO2 for intubated and non-intubated patients, three channels of invasive blood pressures, two temperature channels, ZOLL Rectilinear Biphasic defibrillator with synchronization capability, external transcutaneous pacing, waveform snapshot, vital sign trending and codemarkers documentation, USB port for data transfer, multiple application printer, durable handle with integral bedrail hooks. one year warranty.</p> <p><i>The following accessories ship standard with each Propaq MD:</i></p> <p>12-Lead 1 step ECG Cable, one package of ECG electrodes (4 electrodes per pouch), one package of ECG electrodes (6 electrodes per pouch), Nellcor DS 100A Durasensor-reusable SpO2 finger probe, Nellcor DEC-8 SpO2 extension cable-eight foot, Dual Lumen NIBP 10 foot Hose, Adult NIBP Cuff, Oridion etCO2 Sample Pack-Mixed Adult sample lines, Multifunction Therapy Cable, two sets of Air Medical Stat Padz multifunction disposable electrodes, ECG plain white paper - 50 mm (three rolls), six hour rechargeable Smart battery, AC Power adapter / charger, US power cord, Waterproof Propaq MD Quick Reference Guide-English, Operator's Guide - English-CD ROM Format.</p>	\$ 39,995.00	\$ 33,195.85

ECG Accessories

8300-0802-01	12-Lead one step ECG cable - AAMI includes 4-Lead trunk cable and removable precordial 6 lead set.	\$ 325.00	\$ 276.25
8300-0802-12	12-Lead one step ECG cable - IEC includes 4-Lead trunk cable and removable precordial 6 lead set.	\$ 325.00	\$ 276.25
8300-0803-01	Replacement 4-Lead Trunk Cable - AAMI	\$ 165.00	\$ 140.25
8300-0803-12	Replacement 4-Lead Trunk Cable - IEC	\$ 165.00	\$ 140.25
8300-0804-01	Replacement precordial 6 lead Cable - AAMI	\$ 175.00	\$ 148.75
8300-0804-12	Replacement precordial 6 lead Cable - IEC	\$ 175.00	\$ 148.75
8300-0801-01	5-Lead ECG Cable - AAMI with low profile Propaq MD connector	\$ 175.00	\$ 148.75
8300-0801-12	5-Lead ECG Cable - IEC with low profile Propaq MD connector	\$ 175.00	\$ 148.75
8300-0800-01	3-Lead ECG Cable - AAMI with low profile Propaq MD connector	\$ 125.00	\$ 106.25
8300-0800-12	3-Lead ECG Cable - IEC with low profile Propaq MD connector	\$ 125.00	\$ 106.25

Part Number	Description	List Price	NPP
SpO2 Accessories			
8300-0791-01	Replacement Nellcor DS 100A Durasensor, reusable SpO2 finger probe	\$ 297.70	\$ 253.05
8300-0792-01	Replacement Nellcor DEC-8 extension cable, eight foot	\$ 188.50	\$ 160.23
8300-0805-01	Nellcor MAX-PAC adhesive SpO2 sensor assortment sample pack	\$ 175.50	\$ 149.18
Non-Invasive Blood Pressure Accessories			
8300-0002-02	Dual Lumen NIBP 5 foot Hose for Propaq MD	\$ 65.00	\$ 55.25
8300-0002-01	Dual Lumen NIBP 10 foot Hose for Propaq MD	\$ 65.00	\$ 55.25
8300-0796-01	Infant/Neonate, 8 foot single lumen NIBP hose, w/ female luer cuff connector	\$ 65.00	\$ 55.25
8300-0797-01	Neonatal Cuff Kit, one each of sizes #1 - #5, single tube w/ male luer connector	\$ 299.00	\$ 254.15
8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	\$ 157.50	\$ 133.88
REUSE-07-2MQ	Welch Allyn REUSE-07-2MQ Cuff, Infant, 2-Tube, Twist lock connector	\$ 52.50	\$ 44.63
REUSE-08-2MQ	Welch Allyn REUSE-08-2MQ Cuff, Small Child, 2-Tube, Twist lock connector	\$ 52.50	\$ 44.63
REUSE-09-2MQ	Welch Allyn REUSE-09-2MQ Cuff, Child, 2-Tube, Twist lock connector	\$ 52.50	\$ 44.63
REUSE-10-2MQ	Welch Allyn REUSE-10-2MQ Cuff, Small Adult, 2-Tube, Twist lock connector	\$ 52.50	\$ 44.63
REUSE-11-2MQ	Welch Allyn REUSE-11-2MQ Cuff, Adult, 2-Tube, Twist lock connector	\$ 52.50	\$ 44.63
REUSE-11L-2MQ	Welch Allyn REUSE-11L-2MQ Cuff, Adult Long, 2-Tube, Twist lock connector	\$ 52.50	\$ 44.63
REUSE-12-2MQ	Welch Allyn REUSE-12-2MQ Cuff, Lg Adult, 2-Tube, Twist lock connector	\$ 52.50	\$ 44.63
REUSE-12L-2MQ	Welch Allyn REUSE-12L-2MQ Cuff, Lg Adult Long, 2-Tube, Twist lock connector	\$ 52.50	\$ 44.63
REUSE-13-2MQ	Welch Allyn REUSE-13-2MQ Cuff, Thigh, 2-Tube, Twist lock connector	\$ 52.50	\$ 44.63
SOFT-06-2MQ	Disposable Cuff, soft newborn, 2-Tube, twist lock connector, box of 20	\$ 124.30	\$ 105.66
SOFT-07-2MQ	Disposable Cuff, soft Infant, 2-Tube, twist lock connector, box of 20	\$ 124.30	\$ 105.66
SOFT-08-2MQ	Disposable Cuff, soft sm child, 2-Tube, twist lock connector, box of 20	\$ 124.30	\$ 105.66
SOFT-09-2MQ	Disposable Cuff, soft child, 2-Tube, twist lock connector, box of 20	\$ 124.30	\$ 105.66
SOFT-10-2MQ	Disposable Cuff, soft sm adult, 2-Tube, twist lock connector, box of 20	\$ 168.61	\$ 143.32
SOFT-11-2MQ	Disposable Cuff, soft Adult, 2-Tube, twist lock connector, box of 20	\$ 168.61	\$ 143.32
SOFT-11L-2MQ	Disposable Cuff, soft Adult Long, 2-Tube, twist lock connector, box of 20	\$ 192.00	\$ 163.20
SOFT-12-2MQ	Disposable Cuff, soft Lg Adult, 2-Tube, twist lock connector, box of 20	\$ 168.61	\$ 143.32
SOFT-12L-2MQ	Disposable Cuff, soft Lg Adult long, 2-Tube, twist lock connector, box of 20	\$ 192.00	\$ 163.20
SOFT-13-2MQ	Disposable Cuff, soft Thigh, 2-Tube, twist lock connector, box of 20	\$ 224.00	\$ 190.40
Invasive Pressure Accessories			
8300-0787-01	Transducer interface cable with right angle connector - Edwards	\$ 195.00	\$ 165.75
8300-0788-01	Transducer interface cable with right angle connector - Abbott	\$ 150.00	\$ 127.50
EtCO2 Accessories			
8300-0520-01	Filterline Set Adult/Pediatric, Case of 25	\$ 275.00	\$ 233.75
8300-0521-01	Filterline H Set Adult/Pediatric, Case of 25	\$ 450.00	\$ 382.50
8300-0522-01	Filterline H Set Infant/Neonatal, Case of 25	\$ 450.00	\$ 382.50
8300-0523-01	Vitaline H Set Adult/Pediatric, Case of 25	\$ 685.00	\$ 582.25
8300-0524-01	Smart CapnoLine Plus O2 Adult(O2 tubing), Case of 25	\$ 355.00	\$ 301.75
8300-0525-01	Smart CapnoLine Plus O2 Pediatric (O2 tubing), Case of 25	\$ 395.00	\$ 335.75

Part Number	Description	List Price	NPP
Multifunction Defibrillation Accessories			
8900-0950-01	Air Medical stat•padz HVP Multi-Function Electrodes (1 pair)	\$ 55.00	\$ 46.75
8900-0951-01	Air Medical stat•padz HVP Multi-Function Electrodes (12 / case)	\$ 479.00	\$ 407.15
8300-0783-01	Propaq MD Multifunction Therapy Cable - allows use of disposable multifunction electrodes and ZOLL M Series CCT External and Internal paddles (sold separately)	\$ 298.00	\$ 253.30
8011-0139-01	Sterilizable Internal Handle, With Switch, 1.0" spoon, 10' cable; 100 - 120 volt	\$ 825.00	\$ 701.25
8011-0139-02	Sterilizable Internal Handle, With Switch, 1.6" spoon, 10' cable; 100 - 120 volt	\$ 825.00	\$ 701.25
8011-0139-03	Sterilizable Internal Handle, With Switch, 2.7" spoon, 10' cable; 100 - 120 volt	\$ 825.00	\$ 701.25
8011-0139-04	Sterilizable Internal Handle, With Switch, 3.0" spoon, 10' cable; 100 - 120 volt	\$ 825.00	\$ 701.25
8011-0139-05	Sterilizable Internal Handle, With Switch, 2.0" spoon, 10' cable; 100 - 120 volt	\$ 825.00	\$ 701.25
8011-0140-01	Sterilizable Internal Handle, without Switch, 1.0" spoon	\$ 825.00	\$ 701.25
8011-0140-02	Sterilizable Internal Handle, without Switch, 1.6" spoon	\$ 825.00	\$ 701.25
8011-0140-03	Sterilizable Internal Handle, without Switch, 2.7" spoon	\$ 825.00	\$ 701.25
8011-0140-04	Sterilizable Internal Handle, without Switch, 3.0" spoon	\$ 825.00	\$ 701.25
8011-0140-05	Sterilizable Internal Handle, without Switch, 2.0" spoon	\$ 825.00	\$ 701.25
Battery and Charger Accessories			
8000-0580-01	Six hour rechargeable Propaq MD Smart battery	\$ 495.00	\$ 420.75
8300-0500-01	SurePower 4 Bay Charging System including 4 Propaq MD Battery Charging adapters	\$ 2,583.00	\$ 2,195.55
8300-0250-01	SurePower Charger Adapter for Propaq MD Batteries	\$ 97.00	\$ 82.45
8300-0004	Propaq MD Replacement AC Power adapter / charger, 120 - 240 VAC, 50, 60 400 Hz	\$ 445.00	\$ 378.25
Cases and Mount Accessories			
8000-0891-01	Propaq MD Molded Carrying Case	\$ 375.00	\$ 318.75
8000-0891-02	Propaq MD Soft Carrying Case	\$ 325.00	\$ 276.25
8000-0893	Propaq MD Rugged Shipping Case	\$ 590.00	\$ 501.50
8000-000530-01	Propaq MD Air Medical Carrying Case	\$ 425.00	\$ 361.25
8000-0864-01	Propaq MD Low Profile Soft handle	\$ 74.00	\$ 62.90
8000-0894	Propaq MD USB Flash Drive	\$ 41.00	\$ 34.85
Training & Manual Accessories			
9652-0370-01	Waterproof Propaq MD Quick Reference Guide, English	\$ 26.00	\$ 22.10
9650-0802-01	Operator's Guide, Propaq MD, English, Paper Format	\$ 26.00	\$ 22.10
9650-0801-01	Service Manual, Propaq MD, English, Paper Format	\$ 26.00	\$ 22.10
9658-0351-01	Operator's Guide, Propaq MD, English, CD ROM Format	\$ 26.00	\$ 22.10
8700-020001-01	Propaq MD Data Conversion Utility, Rev A	\$ 95.00	\$ 80.75
001739-U	ECG plain white paper - 50 mm (three rolls = one box)	\$ 17.00	\$ 14.45

PlusTrac (Program Management)

8000-1110-01	PlusTrac1 – Program management to accompany a single AED for one year (North America). Includes medical direction with prescription, emergency response plan, dedicated account manager, AED registration / EMS notification, Plus Trac data base set-up, Interactive AED management, E-minders and alert notifications, & Interactive reporting console.	\$179
8000-1111-01	PlusTrac5 – Program management to accompany a single AED for 5 years (North America). Includes medical direction with prescription, emergency response plan, dedicated account manager, AED registration / EMS notification, Plus Trac data base set-up, Interactive AED management, E-minders and alert notifications, & Interactive reporting console.	\$379
8000-1112-01	PlusTrac1eu – Program management to accompany a single AED for one year (Europe). Includes medical direction, emergency response plan, dedicated account manager, AED registration / EMS notification, Plus Trac data base set-up, Interactive AED management, E-minders and alert notifications, & Interactive reporting console.	\$199
8000-1113-01	PlusTrac5eu – Program management to accompany a single AED for 5 years (Europe). Includes medical direction, emergency response plan, dedicated account manager, AED registration / EMS notification, Plus Trac data base set-up, Interactive AED management, E-minders and alert notifications, & Interactive reporting console.	\$479
8000-1114-01	PlusTrac1i – Program management to accompany a single AED for one year (International Non-Euro). Includes medical direction, emergency response plan, dedicated account manager, AED registration / EMS notification, Plus Trac data base set-up, Interactive AED management, E-minders and alert notifications, & Interactive reporting console.	\$259
8000-1115-01	PlusTrac5i – Program management to accompany a single AED for 5 years (International Non-Euro). Includes medical direction, emergency response plan, dedicated account manager, AED registration / EMS notification, Plus Trac data base set-up, Interactive AED management, E-minders and alert notifications, & Interactive reporting console.	\$429

PlusSurvey (Site Surveys)

8000-1062-01	PlusSurvey On-site (North America) – Physical site assessment to determine and recommend number and placement of AEDs required for your AED program.	\$187
8000-1063-01	PlusSurvey Virtual (North America) – Remote site survey using telephone and layout diagrams (if available). No site visit required.	\$59
8000-1064-01	PlusSurvey On-site (Europe & International) – Physical site assessment to determine and recommend number and placement of AEDs required.	\$325
8000-1065-01	PlusSurvey Virtual (Europe & International) – Remote site survey using telephone and layout diagrams (if available). No site visit required.	\$129

Plus Learning (Training Classes)**CPR / AED Training in US:**

8000-1066-01	PlusLearning5 – CPR / AED training for class of FIVE learners, conducted by certified instructor at customer site (United States). Includes on-site training materials, student manuals, certification testing, and certification cards. <i>Must be scheduled 15 days in advance. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.</i>	\$385
8000-1067-01	PlusLearning8 – CPR / AED training for class of EIGHT learners, conducted by certified instructor at customer site (United States). Includes on-site training materials, student manuals, certification testing, and certification cards. <i>Must be scheduled 15 days in advance. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.</i>	\$485
8000-1068-01	PlusLearning10 – CPR / AED training for class of TEN learners, conducted by certified instructor at customer site (United States). Includes on-site training materials, student manuals, certification testing, and certification cards. <i>Must be scheduled 15 days in advance. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.</i>	\$595
8000-1069-01	PlusLearning1 – CPR / AED training for ONE ADDITIONAL learner, conducted by certified instructor at customer site (United States). Includes on-site training materials, student manuals, certification testing, and certification cards. <i>Must accompany certificate for CPR/AED class of 5 or more. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.</i>	\$65

CPR / AED / First Aid Training in US:

8000-1070-01	PlusLearning5f – CPR / AED / First Aid training for class of FIVE learners, conducted by certified instructor at customer site (United States). Includes on-site training materials, student manuals, certification testing, and certification cards. <i>Must be scheduled 15 days in advance. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.</i>	\$450
8000-1071-01	PlusLearning8f – CPR / AED / First Aid training for class of EIGHT learners, conducted by certified instructor at customer site (United States). Includes on-site training materials, student manuals, certification testing, and certification cards. <i>Must be scheduled 15 days in advance. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.</i>	\$599
8000-1072-01	PlusLearning10f – CPR / AED / First Aid training for class of TEN learners, conducted by certified instructor at customer site (United States). Includes on-site training materials, student manuals, certification testing, and certification cards. <i>Must be scheduled 15 days in advance. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.</i>	\$699
8000-1073-01	PlusLearning1f – CPR / AED / First Aid training for ONE ADDITIONAL learner, conducted by certified instructor at customer site (United States). Includes on-site training materials, student manuals, certification testing, and certification cards. <i>Must accompany certificate for CPR/AED/First Aid class of 5 or more. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.</i>	\$75

Plus Learning (Training Classes)**Bloodborne Pathogens Training in US (Add-On):**

8000-1074-01	PlusLearning5ba – Additional Bloodborne Pathogens training for class of FIVE learners, conducted by certified instructor at customer site (United States). Includes on-site training materials, student manuals, certification testing, and certification cards. <i>Must be scheduled as extension of another class. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.</i>	\$235
8000-1075-01	PlusLearning8ba – Additional Bloodborne Pathogens training for class of EIGHT learners, conducted by certified instructor at customer site (United States). Includes on-site training materials, student manuals, certification testing, and certification cards. <i>Must be scheduled as extension of another class. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.</i>	\$299
8000-1076-01	PlusLearning10ba – Additional Bloodborne Pathogens training for class of TEN learners, conducted by certified instructor at customer site (United States). Includes on-site training materials, student manuals, certification testing, and certification cards. <i>Must be scheduled as extension of another class. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.</i>	\$375
8000-1077-01	PlusLearning1ba – Additional Bloodborne Pathogens training for ONE ADDITIONAL learner, conducted by certified instructor at customer site (United States). Includes on-site training materials, student manuals, certification testing, and certification cards. <i>Must be scheduled as extension of another class. Must also accompany certificate for additional Bloodborne Pathogens class of 5 or more. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hrs not allowed.</i>	\$30

Bloodborne Pathogens Training in US (Stand-Alone):

8000-1078-01	PlusLearning5bs – Stand-alone Bloodborne Pathogens training for class of FIVE learners, conducted by certified instructor at customer site (United States). Includes on-site training materials, student manuals, certification testing, and certification cards. <i>Must be scheduled 15 days in advance. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.</i>	\$275
8000-1079-01	PlusLearning8bs – Stand-alone Bloodborne Pathogens training for class of EIGHT learners, conducted by certified instructor at customer site (United States). Includes on-site training materials, student manuals, certification testing, and certification cards. <i>Must be scheduled 15 days in advance. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.</i>	\$360
8000-1080-01	PlusLearning10bs – Stand-alone Bloodborne Pathogens training for class of TEN learners, conducted by certified instructor at customer site (United States). Includes on-site training materials, student manuals, certification testing, and certification cards. <i>Must be scheduled 15 days in advance. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.</i>	\$420
8000-1081-01	PlusLearning1bs – Stand-alone Bloodborne Pathogens training for ONE ADDITIONAL learner, conducted by certified instructor at customer site (United States). Includes on-site training materials, student manuals, certification testing, and certification cards. <i>Must accompany certificate for Bloodborne Pathogens class of 5 or more. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.</i>	\$45

Plus Learning (Training Classes)**CPR Training in Canada:**

8000-1084-01 **PlusLearning10cc** – CPR training for class of TEN learners, conducted by certified instructor at customer site (Canada). Includes on-site training materials, student manuals, certification testing, and certification cards. **\$575**
Must be scheduled 15 days in advance. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.

8000-1085-01 **PlusLearning1cc** – CPR training for ONE ADDITIONAL learner, conducted by certified instructor at customer site (Canada). Includes on-site training materials, student manuals, certification testing, and certification cards. **\$65**
Must accompany certificate for CPR class of 10. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.

AED Training in Canada:

8000-1088-01 **PlusLearning10ca** – CPR training for class of TEN learners, conducted by certified instructor at customer site (Canada). Includes on-site training materials, student manuals, certification testing, and certification cards. **\$900**
Must be scheduled 15 days in advance. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.

8000-1089-01 **PlusLearning1ca** – CPR training for ONE ADDITIONAL learner, conducted by certified instructor at customer site (Canada). Includes on-site training materials, student manuals, certification testing, and certification cards. **\$65**
Must accompany certificate for AED class of 10. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.

CPR / AED Training in Europe:

8000-1090-01 **PlusLearning5eu** – CPR / AED training for class of FIVE learners, conducted by certified instructor at customer site (Europe). Includes on-site training materials, student manuals, certification testing, and certification cards. **\$1,500**
Must be scheduled 15 days in advance. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.

8000-1092-01 **PlusLearning10eu** – CPR / AED training for class of TEN learners, conducted by certified instructor at customer site (Europe). Includes on-site training materials, student manuals, certification testing, and certification cards. **\$2,899**
Must be scheduled 15 days in advance. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.

8000-1093-01 **PlusLearning1eu** – CPR / AED training for ONE ADDITIONAL learner, conducted by certified instructor at customer site (Europe). Includes on-site training materials, student manuals, certification testing, and certification cards. **\$299**
Must accompany certificate for CPR/AED class of 5 or more. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.

Plus Learning (Training Classes)**CPR / AED Training for International Non-Euro Markets:**

8000-1094-01	PlusLearning5i – CPR / AED training for class of FIVE learners, conducted by certified instructor at customer site (International non-Europe). Includes on-site training materials, student manuals, certification testing, and certification cards. <i>Must be scheduled 15 days in advance. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.</i>	\$1,199
8000-1095-01	PlusLearning10i – CPR / AED training for class of TEN learners, conducted by certified instructor at customer site (International non-Europe). Includes on-site training materials, student manuals, certification testing, and certification cards. <i>Must be scheduled 15 days in advance. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.</i>	\$1,899
8000-1096-01	PlusLearning1i – CPR / AED training for ONE ADDITIONAL learner, conducted by certified instructor at customer site (International non-Europe). Includes on-site training materials, student manuals, certification testing, and certification cards. <i>Must accompany certificate for CPR/AED class of 5 or 10. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.</i>	\$199

Delivery Coordination:

8000-1097-01	PlusLearning Delivery Coordination – Class Instructor delivers AED at time of training (North America). Includes on-site delivery of AED by instructor. <i>Must be scheduled 15 days in advance. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.</i>	\$79
8000-1098-01	PlusLearning Delivery Coordination – Class Instructor delivers AED at time of training (Europe). Includes on-site delivery of AED by instructor. <i>Must be scheduled 15 days in advance. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.</i>	\$199
8000-1099-01	PlusLearning Delivery Coordination – Class Instructor delivers AED at time of training (International non-Europe). Includes on-site delivery of AED by instructor. <i>Must be scheduled 15 days in advance. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.</i>	\$269

Plus Learning (Training Classes)**Post-Delivery In-Service Training:**

8000-1100-01	PlusLearning Post-delivery In-service Training (NA) – In-service training class explaining how to setup, maintain, and use ZOLL's AED Plus (North America). Includes no more than one-hour of training, class of any size, no certification required, and demo unit supplied by instructor. <i>Must be scheduled 15 days in advance. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.</i>	\$129
8000-1101-01	PlusLearning Post-delivery In-service Training (Europe) – In-service training class explaining how to setup, maintain, and use ZOLL's AED Plus (Europe). Includes no more than one-hour of training, class of any size, no certification required, and AED supplied by instructor. <i>Must be scheduled 15 days in advance. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.</i>	\$199
8000-1102-01	PlusLearning Post-delivery In-service Training (International Non-Europe) – In-service training class explaining how to setup, maintain, and use ZOLL's AED Plus (International non-Europe). Includes no more than one-hour of training, class of any size, no certification required, and demo AED supplied by instructor. <i>Must be scheduled 15 days in advance. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.</i>	\$269

Second Amendment to Automatic Electronic Defibrillators and Clinical Defibrillators Master Purchase Agreement

This Amendment to the Master Purchase Agreement is entered into this 24th day of July, 2014 by the LEAGUE OF OREGON CITIES ("Purchaser") and ZOLL MEDICAL CORPORATION ("Supplier") based upon the sales and/or service of Automatic Electronic Defibrillators and Clinical Defibrillators.

RECITALS

WHEREAS, Purchaser and Supplier entered into a Master Purchase Agreement on or about July 30, 2012 and by this reference incorporated herein; and

WHEREAS, Article 4.6 of the Master Purchase Agreement provides for a price warranty; and

WHEREAS, Purchaser and Supplier desire that the Master Purchase Agreement shall be amended in part to reflect a price warranty adjustment to clarify price warranty terms.

NOW, THEREFORE, Purchaser and Supplier enter into the following:

AMENDMENT TO MASTER PURCHASE AGREEMENT

1. **Adjustment to Article 4.6.** Article 4.6 to the Master Purchase Agreement shall be amended in its entirety to read as follows:

4.6 Supplier represents, warrants, and covenants that the prices, charges, and fees for Products set forth in this Agreement assure contracted pricing is commensurate with other Emergency Medical Service ("EMS") - Group Purchasing Organizations ("GPO"). If Supplier agrees or contracts with other EMS-GPO's during the Term of this Agreement, and offers or agrees to financial terms more favorable than those set forth herein, Supplier hereby agrees that it will reduce the prices, charges and/or fees charged to Purchaser in respect of the Products hereunder to the most favorable rates received by those other EMS - GPO's.

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Purchase Agreement, as amended, entered into between the parties on or about July 30, 2012 shall remain in full force and effect during the term of the agreement and

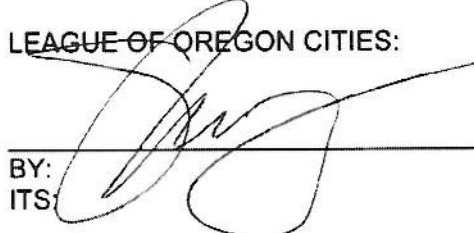
the parties hereto hereby ratify said Master Purchase Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

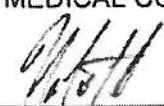
LEAGUE OF OREGON CITIES:

BY:
ITS:

Date


July 24, 2014

ZOLL MEDICAL CORPORATION:


BY: Michael Trotter
ITS: Vice President of EMS Sales

Date 7/23/2014

Amendment to Master Purchasing Agreement

This Amendment to the Master Purchase Agreement is entered into this ____ day of October, 2013 by the LEAGUE OF OREGON CITIES ("Purchasers") and ZOLL MEDICAL CORPORATION: ("Supplier") based upon the sales and/or service of Automatic Electronic Defibrillators and Clinical Defibrillators.

RECITALS

WHEREAS, Purchaser and Supplier entered into a Master Purchase Agreement on or about July 30, 2012 and by this reference incorporated herein; and

WHEREAS, Article 4.1 and Attachment A of the Master Purchase Agreement provides for a pricing/discount adjustment after year one of the agreement; and

WHEREAS, Purchaser and Supplier desire that the Master Purchase Agreement shall be amended in part to reflect the pricing/discount adjustment;

NOW, THEREFORE, Purchaser and Supplier enter into the following:

AMENDMENT TO MASTER PURCHASE AGREEMENT

1. Adjustment to extended warranty pricing discounts. Attachment A to the Master Purchase Agreement shall be amended in reflect to reflect the following new warranty discount adjustments:

SERVICE SOLD AFTER EQUIPMENT SALE _____ M Series®, E Series®, R Series®, X Series® and CCT EXTENDED WARRANTY & PREVENTIVE MAINTENANCE SERVICE CONTRACTS		
PART NUMBER	PRICE	DESCRIPTION
EXTENDED WARRANTY		
8889-0001	\$1,145.00	1 YR. EXTENDED WARRANTY
8889-0002	\$2,060.00	2 YR. EXTENDED WARRANTY
8889-0003	\$3,015.00	3 YR. EXTENDED WARRANTY
8889-0004	\$3,900.00	4 YR. EXTENDED WARRANTY
8889-5000	\$4,680.00	5 YR. EXTENDED WARRANTY

1 PM PER YEAR		
8889-1991	\$230.00	1 YEAR, 1 PREVENTIVE MAINTENANCE
8889-2991	\$460.00	2 YEAR, 1 PREVENTIVE MAINTENANCE
8889-3991	\$690.00	3 YEAR, 1 PREVENTIVE MAINTENANCE
8889-4991	\$920.00	4 YEAR, 1 PREVENTIVE MAINTENANCE
8889-5991	\$1,150.00	5 YEAR, 1 PREVENTIVE MAINTENANCE
8889-6991	\$1,380.00	6 YEAR, 1 PREVENTIVE MAINTENANCE
2 PM's PER YEAR		
8889-1992	\$460.00	1 YEAR, 2 PREVENTIVE MAINTENANCE
8889-2992	\$900.00	2 YEAR, 2 PREVENTIVE MAINTENANCE
8889-3992	\$1,350.00	3 YEAR, 2 PREVENTIVE MAINTENANCE
8889-4992	\$1,800.00	4 YEAR, 2 PREVENTIVE MAINTENANCE
8889-5992	\$2,250.00	5 YEAR, 2 PREVENTIVE MAINTENANCE
8889-6992	\$2,700.00	6 YEAR, 2 PREVENTIVE MAINTENANCE

EXTENDED WARRANTY SERVICE CONTRACT BENEFITS:

- Parts and Labor for the repair of the defibrillator and paddles
- Shipping, Handling and Insurance fees
- 20% Discount on the replacement of Paddles that cannot be repaired
- 50% Discount off of current list price of Sealed Lead Acid batteries
- 25% Discount off of current list price of Lithium SurePower™ Battery Pack
- 20% Discount off of current list price of Cables
- Special Preventive Maintenance Pricing when purchased with Extended Warranty

SALES SOLD AT TIME OF DEFIBRILLATOR SALE

M Series®, E Series®, R Series®, X Series® and

CCT

EXTENDED WARRANTY AND PM SERVICE CONTRACTS

PART NUMBER	PRICE	DESCRIPTION
EXTENDED WARRANTY		
8778-0123	\$630.00	6 MONTH EXTENDED WARRANTY
8778-0104	\$990.00	1 YR. EXTENDED WARRANTY
8778-0105	\$1,875.00	2 YR. EXTENDED WARRANTY
8778-0108	\$2,730.00	3 YR. EXTENDED WARRANTY
8778-0107	\$3,550.00	4 YR. EXTENDED WARRANTY
8778-0121	\$4,290.00	5 YR. EXTENDED WARRANTY
8778-0136	\$5,150.00	6 YR. EXTENDED WARRANTY
1 PM PER YEAR		
8778-0114	\$230.00	1 YEAR, 1 PREVENTIVE MAINTENANCE
8778-0115	\$460.00	2 YEAR, 1 PREVENTIVE MAINTENANCE
8778-0118	\$690.00	3 YEAR, 1 PREVENTIVE MAINTENANCE
8778-0117	\$920.00	4 YEAR, 1 PREVENTIVE MAINTENANCE
8778-0119	\$1,150.00	5 YEAR, 1 PREVENTIVE MAINTENANCE
8778-0122	\$1,380.00	6 YEAR, 1 PREVENTIVE MAINTENANCE
2 PM's PER YEAR		
8778-1222	\$450.00	1 YEAR, 2 PREVENTIVE MAINTENANCE
8778-2222	\$900.00	2 YEAR, 2 PREVENTIVE MAINTENANCE
8778-3222	\$1,350.00	3 YEAR, 2 PREVENTIVE MAINTENANCE
8778-4222	\$1,800.00	4 YEAR, 2 PREVENTIVE MAINTENANCE
8778-5222	\$2,250.00	5 YEAR, 2 PREVENTIVE MAINTENANCE
8778-6222	\$2,700.00	6 YEAR, 2 PREVENTIVE MAINTENANCE

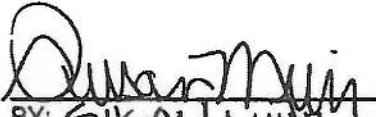
EXTENDED WARRANTY SERVICE CONTRACT BENEFITS:

- Parts and Labor for the repair of the defibrillator and paddles
- Shipping, Handling and Insurance fees
- 20% Discount on the replacement of Paddles that cannot be repaired
- 50% Discount off of current list price of Sealed Lead Acid batteries
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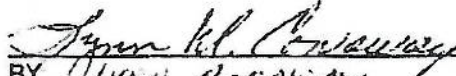
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Purchase Agreement, as amended, entered into between the parties on or about July 30, 2012 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Purchase Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES:

 Date 10.10.13
BY: SUSAN M. WIP
ITS: MEMBER SERVICES DIRECTOR

ZOLL MEDICAL CORPORATION:

 Date 10.9.13
BY: LYNN CONWAY
ITS: VP, Corporate Account Sales

AUTOMATIC ELECTRONIC DEFIBRILLATORS
AND CLINICAL DEFIBRILLATORS
MASTER PURCHASE AGREEMENT

This Master Purchase Agreement dated as of July __, 2012 is by and between the LEAGUE OF OREGON CITIES ("Purchaser") and ZOLL MEDICAL CORPORATION ("Supplier").

RECITALS

WHEREAS, the Supplier is in the business of selling certain products and related services, as further described herein; and

WHEREAS, the Supplier desires to sell and the Purchaser desires to purchase certain *automatic electronic defibrillator and clinical defibrillator products and related services* all upon and subject to the terms and conditions set forth herein; and

WHEREAS, the Supplier desires to extend the terms of this Master Price Agreement to members of National Purchasing Partners, LLC.

NOW, THEREFORE, Supplier and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Parties" shall mean the Purchaser and Supplier.

1.2 "Agreement" shall mean to this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal RFP No. 520 (herein "RFP") and Supplier's Proposal submitted in response to the RFP (herein "Supplier's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.3 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind, including, but not limited to, those relating to (i) affirmative action and equal employment opportunity, (ii) nondiscrimination based on race, color, creed, religion, sex, age, ethnic origin or existence of a disability, (iii) wages and hours, (iv) workers' compensation and unemployment insurance, (v) labor and employment conditions, (vi) occupational safety and health and (vii) the environment and the use and handling and disposal of toxic and/or hazardous substances and materials.

1.4 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Supplier's employees (or

subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.5 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.6 "Products" shall mean the products and/or services to be sold by Supplier hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Supplier to reflect products and/or services offered by Supplier generally to its customers.

1.7 "Purchase Order" shall mean any authorized written, electronic, telephone or fax order sent or made by Purchaser pursuant hereto, including, but not limited to, written purchase orders, requisitions sent by fax machine, and orders in such other form and/or mode of transmission as Purchaser and Supplier may from time to time agree. Each Purchase Order will specify the following items: National Purchasing Partners contract number, specific Products requested (by id number), unit price per Product, quantity, delivery schedule, destination (with contact/recipient), and total price of the Purchase Order. Each Purchase Order issued under this Agreement shall be made part of, and be incorporated into this Agreement, and shall reference this Agreement on the face of each Purchase Order. Should any Purchase Order not conform to or satisfy the terms of this Agreement, Supplier shall have five (5) business days after receipt to reject the Purchase Order. By not rejecting the Purchase Order within five (5) business days, Supplier will have accepted the Purchase Order. Acceptance by Supplier is limited to the provisions proposed by Supplier or Purchaser shall apply. In addition, the parties agree that this Agreement and accepted Purchase Orders constitute a contract for the sale of goods and/or services and satisfy all statutory and legal formalities of a contract.

1.8 "Unemployment Insurance" shall mean the contribution required of Supplier, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.9 "National Purchasing Partners" is a subsidiary of two nonprofit health care systems and provides group purchasing marketing and administrative support for governmental entities and non-profit institutions within the membership. National Purchasing Partners' membership includes participating public and non-profit entities across North America.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners that Supplier for which Supplier has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.5 and Attachment C herein.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Supplier hereby agrees to sell to Purchaser such Products as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 All Purchase Orders issued by Purchaser to Supplier for Products during the Term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Supplier, the provisions of this Agreement shall govern. No other terms and conditions, including, but not limited to, those contained in Supplier's standard printed terms and conditions, on Supplier's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the parties.

2.3 Notwithstanding any other provision of this Agreement to the contrary, Purchaser shall have no obligation to order or purchase any Products hereunder and the placement of any Purchase Order shall be in the sole discretion of Purchaser. Without limiting the generality of the foregoing, the actual quantity of Products to be purchased hereunder shall be determined by Purchaser in its sole discretion. This Agreement is not exclusive. Supplier expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, products which are identical or similar to the Products described in this Agreement from any third party.

2.4 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) Supplier's Proposal, including exceptions; and
- (iii) The RFP.

Supplier has provided a list of Exceptions to the RFP Solicitation identified in Supplier's Proposal. Supplier's list of Exceptions is approved in its entirety.

2.5 Extension of contract terms to National Purchasing Partners, LLC

2.5.1 Pursuant to Section 1.0 of the RFP, Supplier agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to other government agencies that are members of National Purchasing Partners, that have executed a National Purchasing Partners IGA as a Participating Agency, and that wish to access this Agreement in accordance with Attachment C which is attached hereto and incorporated herein by reference ("Participating Agencies"); provided that each such Participating Agency, as well as all Lead Agency members, must identify the NPP-League of Oregon City Contract at the time the order is placed with Supplier. Each Participating Agency will be exclusively responsible for and deal directly with Supplier on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them under and in

accordance with the laws of the State in which the Participating Public Agency exists. Pursuant to 1.2A) and 3.2 of the RFP, Purchaser shall not incur any liability as a result of the access and utilization of this Agreement by other NPP Participating Agencies.

2.5.2 *This Solicitation meets Oregon public contracting requirements and may not be appropriate under, or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.5.3 Supplier acknowledges execution of a Vendor Administration Fee Agreement with National Purchasing Partners, LLC, pursuant to Section 1.2D) of the RFP.

ARTICLE 3 – TERM AND TERMINATION

3.1 The term of this Agreement shall commence on the date hereof and shall continue for four (4) years, expiring on July ____, 2016 (the “Original Term”), subject to any earlier termination as provided herein. Notwithstanding the foregoing, Purchaser may extend the term of this Agreement for four (4) additional periods of one (1) year each (each, an “Extension Term”) by giving Supplier written notice no less than thirty (30) days prior to the expiration of the Original Term or preceding Extension Term. (The Original Term together with all Extension Terms is hereafter referred to as the “Term.”)

3.2 Either party may terminate this Agreement by written notice to the other party if the other party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, AND PAYMENT

4.1 Purchaser shall pay Supplier for all Products ordered and delivered in compliance with the terms and conditions of this Agreement on the terms and at the discount, price or prices specified for each such Product on Attachment A. Unless Attachment A or Supplier’s Proposal expressly provides otherwise, the prices for Products set forth on Attachment A hereto shall remained fixed during the entire Term of the Agreement and shall not be increased as a result of the quantity of Products ordered, the delivery time within which such Products are required to be delivered to Purchaser or for any other reason. Unless otherwise directed by Purchaser for expedited orders, Supplier shall utilize such common carrier for the delivery of Products as Supplier may select; provided, however, that for expedited orders Supplier shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Supplier for its own account or for the account of any other similarly situated customer of Supplier.

4.2 Supplier shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser’s Purchase Order number, contain an itemization of amounts for Products purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise

comply with the provisions of this Agreement and such reasonable requirements as may be prescribed by Purchaser from time to time. Invoices shall be addressed as directed by Purchaser.

4.3 Unless Attachment A or Supplier's Proposal (Attachment D) expressly provides otherwise, the prices specified on Attachment A include (i) all taxes and duties of any kind which Supplier is required to pay with respect to the sale of Products covered by this Agreement and (ii) all charges for packing, packaging and loading.

4.4 Notwithstanding any other agreement of the parties as to the payment of shipping/delivery costs, except as otherwise provided on Attachment A or Supplier's Proposal, all prices include delivery charges to Middletown, PA. Purchasing Agency is responsible for delivery charges from Middletown, PA to final destination, using the most cost effective carrier. Taxes will be added to all orders, unless a current tax exempt certificate is supplied at the time of order.

4.5 Except as specifically set forth on Attachment A or Supplier's Proposal, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Supplier in connection with the provision of the Products, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses"). To the extent that Attachment A expressly requires Purchaser to reimburse Supplier for Incidental Expenses, and notwithstanding anything else set forth in this Agreement, including Attachment A, Purchaser shall not be responsible for any such reimbursement unless the expenses to be reimbursed are (i) approved, in each instance, in advance by Purchaser; and (ii) substantiated by appropriate receipts and related documentation. It is acknowledged and agreed that Purchaser may, as a condition of its approval of any such Incidental Expense reimbursement, require in each instance Supplier to utilize suppliers or service providers prescribed by Purchaser, which may include suppliers or service providers which are affiliated with Purchaser.

4.6 Supplier represents, warrants and covenants that the prices, charges and fees for Products set forth in this Agreement are at least favorable as the prices, charges and fees Supplier charges to other of its customers or clients for the same or substantially similar products provided under the same or substantially similar circumstances, terms, and conditions. If Supplier agrees or contracts with other clients or customers similarly situated during the Term of this Agreement, and offers or agrees to financial terms more favorable than those set forth herein (on the whole), Supplier hereby agrees that it will reduce the prices, charges and/or fees charged to Purchaser in respect of the Products hereunder to the most favorable rates received by those other clients or customers.

ARTICLE 5 – INSURANCE

During the term of this Agreement, Supplier shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in the states where Products are to be sold hereunder. ZOLL MEDICAL CORPORATION maintains a deductible of up to \$100,000.00. ZOLL MEDICAL CORPORATION maintains cash revenues of \$50,000,000.00 on their balance sheets with no debt.

ARTICLE 6 – INDEMNIFICATION

Supplier agrees that it shall indemnify, defend and hold harmless Purchaser, its respective officials, directors, employees and agents (collectively, the "Indemnities"), and National Purchasing Partners from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including without limitation reasonable attorney's fees), suffered directly or indirectly by any of the Indemnities by reason of, or arising out of, (i) any breach of any covenant, representation or warranty made by Supplier in this Agreement, (ii) any failure by Supplier to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Supplier, any subcontractor of Supplier, or any of their respective employees or agents, (iv) any failure of Supplier, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Supplier under this Agreement or Supplier's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Purchaser or its officials, directors, employees, agents or contractors. In addition, Supplier shall not be liable for infringement claims related to nonstandard or special-order product, the design of which is provided to Supplier by Purchaser. The provisions of this Article shall survive the expiration or termination of this Agreement.

LIMITATION OF LIABILITY: IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Supplier's Proposal for all Supplier and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Supplier's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Supplier for correction or replacement, or (ii) require Supplier to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Supplier fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect and sort the Products and Supplier shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Supplier of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Supplier may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Supplier agrees to comply with all Applicable Laws. Without limitation of the foregoing sentence, Supplier shall comply with all applicable equal employment opportunity, affirmative action, and all other contract clauses required by Applicable Law and shall, at Supplier's expense, secure and maintain in full force during the Term of this Agreement, any and all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Supplier shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the parties. Neither party shall in any advertising, sales materials or in any other way use any of the names or logos of the other party without the prior written approval of the other party.

11.2 Any knowledge or information which Supplier or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products covered by this Agreement shall not, unless otherwise designated by Supplier, be deemed to be

confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Supplier's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Supplier, during normal business hours, audit the books, records and accounts of Supplier to the extent that such books, records and accounts pertain to sale of any Products hereunder or otherwise relate to the performance of this Agreement by Supplier. Supplier shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. This Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination and Purchaser shall continue to have the right to audit during such period.

ARTICLE 13 - DELIVERY REQUIREMENTS

TIME IS OF THE ESSENCE WITH RESPECT TO EACH PURCHASE ORDER ISSUED HEREUNDER. If Supplier for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements hereunder or under any Purchase Order, Supplier shall promptly notify Purchaser in writing. Except as otherwise provided in Article 18 below, if Supplier does not comply with the applicable delivery schedule, in addition to any other remedies it may have, Purchaser may require delivery by fastest method available and any actual out-of-pocket charges or costs resulting from such method (including, but not limited to, premium shipping rates, etc.), if any, must be fully prepaid and/or absorbed by Supplier without additional cost to Purchaser. It is Supplier's responsibility to comply with the delivery schedule applicable to each Purchase Order accepted by Supplier.

ARTICLE 14 - RISK OF LOSS AND PASSAGE OF TITLE

Supplier shall have the risk of loss of or damage to any Products until passage of title to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after title has passed to Purchaser. All products are shipped from Supplier FOB Shipping Point. Title to Products shall pass to Purchaser upon delivery of the Products to the common carrier.

ARTICLE 15 - REMEDIES

Except as otherwise provided herein, any right or remedy of Supplier or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Supplier and Purchaser shall have all rights and remedies under applicable law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 16 - RELATIONSHIP OF PARTIES

Supplier is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venturer of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Supplier and Purchaser. Neither party has the power or authority to bind or commit the other.

ARTICLE 17 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Purchaser:

League of Oregon Cities
c/o Jennie Messmer
Local Government Center
1201 Court St. NE, Suite 200
Salem, OR 97301-4194

If to Supplier:

Lynn Conway
269 Mill Road
Chelmsford, MA 01824

with a copy to:

Bruce R. Busch
Chief Legal Counsel
National Purchasing Partners, LLC
1100 Olive Way, Suite 1020
Seattle, WA 98101

Either party may change its notice address by giving the other party written notice of such change in the manner specified above.

ARTICLE 18 - FORCE MAJEURE

Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of God, and delays or

failure in obtaining raw materials, supplies or transportation. A party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 19 - WAIVER

No delay or failure by either party to exercise any right, remedy or power herein shall impair such party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving party and then only to the extent expressly set forth in such writing.

ARTICLE 20 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties hereto, but it may not be assigned in whole or in part by Supplier without the prior written consent of Purchaser which shall not be unreasonably withheld or delayed. Supplier shall not delegate its duties under this Agreement nor assign monies due or to become due to it hereunder without prior written consent of Purchaser. Purchaser may freely assign this Agreement to an instrumentality thereof or to a third party responsible for administering this Agreement on behalf of Purchaser.

ARTICLE 21 - SEVERABILITY

To the extent possible, each provision of this Agreement and any Purchase Order shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement or any Purchase Order issued in accordance with this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement or Purchase Order, but rather the entire Agreement or Purchase Order shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

ARTICLE 22 - INCORPORATION; ENTIRE AGREEMENT

22.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Supplier's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

22.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 23 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 24 - MODIFICATIONS

This Agreement may be modified or amended only by a writing executed by both parties hereto.

ARTICLE 25 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the state in which the Purchaser exists, without regard to its choice of law provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

PURCHASER:

By: 

Name: Michael J. McCauley

Title: Executive Director

LEAGUE OF OREGON CITIES

Dated: 7/30/12

SUPPLIER:

By: 

Name: Lynn Conaway

Title: V.P., Strategic Accts.

ZOLL MEDICAL CORPORATION

Dated: 7-23-12

ATTACHMENT A

to Purchase Agreement dated July ____, 2012 by and between **SUPPLIER** and **PURCHASER**.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

ZOLL MEDICAL CORPORATION offers the products and services to NPP members pursuant to the Price List provided in Supplier's Proposal under Tab 6. Pricing for non-standard, special-order products shall be negotiated by the parties.

Supplier shall offer FOB shipping Point and Free Freight. Taxes will be added to all orders, unless a current tax-exempt certificate is supplied at the time of order.

Pricing contained in this Attachment A shall be extended to all National Purchasing Partner members throughout the United States upon execution of the National Purchasing Partners Intergovernmental Cooperative Purchase Agreement Participating Agency Endorsement and Authorization.

ATTACHMENT B

to Purchase Agreement dated July ____, 2012 by and between **SUPPLIER** and **PURCHASER**.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Supplier will make available all warranties from third party manufacturers of Products not manufactured by Supplier, as well as all warranties identified in this Agreement and Supplier's Proposal.

ATTACHMENT C

to Purchase Agreement dated July ____, 2012 by and between **SUPPLIER** and **PURCHASER**.

PARTICIPATING AGENCIES

Purchaser served as the Lead Contracting Agency in cooperation with National Purchasing Partners, it's subsidiary, FireRescue GPO, and on behalf of other government agencies that desire to access the Master Price Agreement. Supplier must deal directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Purchaser is acting as "Lead Contracting Agency" for the Participating Agencies and shall not be held liable for any costs, damages, etc., incurred by any other Participating Agency.

The subsequent contract shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is required to execute a National Purchasing Partners Member Intergovernmental Cooperative Purchasing Agreement ("IGA"), all as set forth on the National Purchasing Partners web site, www.mynpp.com, under the ZOLL MEDICAL CORPORATION Contract Data Sheet. The IGA allows the Participating Agency to purchase products from the Supplier in accordance with each Participating Agency's legal requirements.

ATTACHMENT D

to Purchase Agreement dated July____, 2012 by and between **SUPPLIER** and **PURCHASER**.

Supplier's Proposal

(The Supplier's Proposal is not attached hereto.)

(The Supplier's Proposal is incorporated herein.)

ATTACHMENT E

to Purchase Agreement dated July____, 2012 by and between **SUPPLIER** and **PURCHASER**.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated herein.)

ATTACHMENT F

to Purchase Agreement dated July ____, 2012 by and between **SUPPLIER** and **PURCHASER**.

ZOLL MEDICAL CORPORATION ADDITIONAL TERMS OF PURCHASE



TO: Tamarac Fire Department

6000 Hiatus Road
Tamarac, FL 33321

Attn: **Percy Sayles**

email: percys@tamarac.org

Tel: 954-724-2436

ZOLL Medical Corporation

Worldwide HeadQuarters

269 Mill Rd

Chelmsford, Massachusetts 01824-4105

(978) 421-9655 Main

(800) 348-9011

(978) 421-0015 Customer Support

FEDERAL ID#: 04-2711626

QUOTATION 230498 V:1

DATE: November 15, 2016

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2231011-01	<p>X Series ® Manual Monitor/Defibrillator \$14,995 with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"(16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display.</p> <p>Accessories Included:</p> <ul style="list-style-type: none"> • Six (6) foot 3- Lead ECG cable • MFC cable • MFC CPR connector • A/C power adapter/ battery charger • A/C power cord • One (1) roll printer paper • 6.6 Ah Li-ion battery • Carry case • Declaration of Conformity • Operator's Manual • Quick Reference Guide <p>• One (1)-year EMS warranty</p> <p>Advanced Options: Real CPR Help Expansion Pack \$995 CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering</p> <p>ZOLL Noninvasive Pacing Technology: \$2,550</p> <p>Masimo Pulse Oximetry</p>	9	\$40,020.00	\$32,816.40	\$295,347.60 *
<p>This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.</p>						<p>Page 1 Subtotal</p> <p>\$295,347.60</p>

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. **PRICES QUOTED ARE VALID FOR AN ORDER RECEIVED ON OR BEFORE DECEMBER 31, 2016**
3. APPLICABLE TAX WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. **FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.**
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Diego Mauri
Territory Manager
404-886-8079



TO: Tamarac Fire Department

6000 Hiatus Road
Tamarac, FL 33321

Attn: **Percy Sayles**

email: percys@tamarac.org

Tel: 954-724-2436

ZOLL Medical Corporation

Worldwide HeadQuarters

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FEDERAL ID#: 04-2711626

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		SP02 & SpCO \$4,540 • Signal Extraction Technology (SET) • Rainbow SET (for SpCO & SpMet) NIBP Welch Allyn includes: \$3495 • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff End Tidal Carbon Dioxide monitoring (ETCO2) \$4,995 Oridion Microstream Technology: Order required Microstream tubing sets separately Interpretative 12- Lead ECG: \$8,450 • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set				
2	8000-0580-01	Six hour rechargeable Smart battery	18	\$495.00	\$420.75	\$7,573.50 *
3	8200-000100-01	Single Bay Charger for tthe SurePower and SurePower II batteries	12	\$945.00	\$708.75	\$8,505.00 *
4	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	9	\$157.50	\$133.88	\$1,204.92 *
Page 2 Subtotal						\$312,631.02

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QUOTATION 230498 V:1

DATE: November 15, 2016

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		<p>"Trade in value is only guaranteed through December 31, 2016."</p> <p>***Trade-In Value valid if all equipment purchased is in good operational and cosmetic condition, and includes all standard accessories. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.</p> <p>*Reflects National Purchasing Partners (NPP) Contract Pricing.</p> <p>**One (1) No Charge case of CPR Stat Padz are available for each X Series ordered that have the Interpretive 12-Lead ECG Parameter and CPR Expansion Pack. These no charge items are available for orders placed prior to November 30, 2016.</p> <p>Initial in-service training and configuration of Rescue Net 12 lead prior to deployment is included at no additional charge.</p> <p>"Initial in-service training is to include ALL fire department personnel; the training is based on consecutive dates and will not exceed (5) business days."</p>				
TOTAL						\$230,911.02

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O. unless set forth in or referenced by either document.

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7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Diego Mauri
Territory Manager
404-886-8079

ZOLL QUOTATION GENERAL TERMS & CONDITIONS

1. ACCEPTANCE. This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Customer the equipment (including a license to use certain software) listed in this Quotation and described in the specifications either attached to or referred to in this Quotation (hereinafter referred to as Equipment). Any acceptance of such offer is expressly limited to the terms of this Quotation, including these General Terms and Conditions. Acceptance shall be so limited to this Quotation notwithstanding (i) any conflicting written or oral representations made by ZOLL Medical Corporation or any agent or employee of ZOLL Medical Corporation or (ii) receipt or acknowledgement by ZOLL Medical Corporation of any purchase order, specification, or other document issued by the Customer. Any such document shall be wholly inapplicable to any sale made pursuant to this Quotation, and shall not be binding in any way on ZOLL Medical Corporation.

Acceptance of this Quotation by the Customer shall create an agreement between ZOLL Medical Corporation and the Customer (hereinafter referred to as the "Contract") the terms and conditions of which are expressly limited to the provisions of this Quotation including these Terms and Conditions. No waiver change or modification of any of the provisions of this Quotation or the Contract shall be binding on ZOLL Medical Corporation unless such waiver, change or modification (i) is made in writing (ii) expressly states that it is a waiver, change or modification of this Quotation or the Contract and (iii) is signed by an authorized representative of ZOLL Medical Corporation.

2. DELIVERY AND RISK OF LOSS. Unless otherwise stated, all deliveries shall be F.O.B. ZOLL Medical Corporation's facility. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier.

3. TERMS OF PAYMENT. Unless otherwise stated in its Quotation payment by Customer is due thirty (30) days after the ship date appearing on ZOLL Medical Corporation invoice. Any amounts payable hereunder which remain unpaid after the date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.

4. CREDIT APPROVAL. All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL Medical Corporation.

5. TAXES & FEES. The pricing quoted in its Quotation do not include sales use, excise, or other similar taxes or any duties or customs charges, or any order processing fees. The Customer shall pay in addition for the prices quoted the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL Medical Corporation), and any order processing fees that ZOLL may apply from time to time. In lieu thereof the Customer may provide ZOLL Medical Corporation with a tax exemption certificate acceptable to the taxing authorities.

6. WARRANTY. (a) ZOLL Medical Corporation warrants to the Customer that from the earlier of the date of installation or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the reverse side. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. During such period ZOLL Medical Corporation will at no charge to the Customer either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, ZOLL Medical Corporation's regular service charges shall apply. (b) ZOLL Medical Corporation shall not be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical Corporation; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL Medical Corporation, or (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL Medical Corporation, or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. SOFTWARE LICENSE. (a) All software (the "Software" which term shall include firmware) included as part of the Equipment is licensed to Customer pursuant to a nonexclusive limited license on the terms hereinafter set forth, (b) Customer may not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein, (c) All rights in the Software remain the product of ZOLL Medical Corporation, and Customer shall have no right or interest therein except as expressly provided herein. (d) Customer's right to use the Software may be terminated by ZOLL Medical Corporation in the event of any failure to comply with terms of this quotation, (e) Customer may transfer the license conferred hereby only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer. (f) ZOLL Medical Corporation warrants that the read-only memory or other media on which the Software is recorded will be free from defects in materials and workmanship for the period and on terms set forth in section 6. (g) Customer understands that the Software is a complex and sophisticated software product and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet Customer's requirements. Except as set forth in section 7(f), ZOLL MEDICAL CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. Customer's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software. This License applies only to ZOLL Medical Corporation Software.

8. DELAYS IN DELIVERY. ZOLL Medical Corporation shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of the ZOLL Medical Corporation including, but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL Medical Corporation. In addition ZOLL Medical Corporation shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL Medical Corporation may allocate available Equipment among its Customers on any reasonable and equitable basis. The delivery dates set forth in this Quotation are approximate only and ZOLL Medical Corporation shall not be liable for or shall the Contract be breached by, any delivery by ZOLL Medical Corporation within a reasonable time after such dates.

9. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATIONS PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR THE CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.

10. PATENT INDEMNITY. ZOLL Medical Corporation shall at its own expense defend any suit that may be instituted against the Customer for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided that (i) such alleged infringement consists only in the use of such Equipment or the Software by itself and not as a part of or in combination with any other devices or parts, (ii) the Customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the Customer gives ZOLL Medical Corporation all requested information, assistance and authority at ZOLL Medical Corporation's expense, to enable ZOLL Medical Corporation to defend such suit.

In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporation will pay such award, but it shall not be responsible for any settlement made without its written consent.

Section 10 states ZOLL Medical Corporation's total responsibility and liability's, and the Customer's sole remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL Medical Corporation be liable for any indirect, special, or consequential damages resulting from any such infringement.

11. CLAIMS FOR SHORTAGE. Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) day period, the shipment shall be conclusively deemed to have been complete.

12. RETURNS AND CANCELLATION. (a) The Customer shall obtain authorization from ZOLL Medical Corporation prior to returning any of the Equipment. (b) The Customer receives authorization from ZOLL Medical Corporation to return a product for credit, the Customer shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than \$50.00 per product. (c) Any such change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer's original order date shall constitute a new order for the affected Equipment in determining the appropriate list price.

13. APPLICABLE LAW. This Quotation and the Contract shall be governed by the substantive laws of the Commonwealth of Massachusetts without regard to any choice of law provisions thereof.

14. COMPLIANCE WITH LAWS. (a) ZOLL Medical Corporation represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.

15. NON-WAIVER OF DEFAULT. In the event of any default by the Customer, ZOLL Medical Corporation may decline to make further shipments or render any further warranty or other services without in any way affecting its right under such order. If despite any default by Customer, ZOLL Medical Corporation elects to continue to make shipments its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL Medical Corporation's legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL Medical Corporation.

16. ASSIGNMENT. This Quotation, and the Contract, may not be assigned by the Customer without the prior written consent of ZOLL Medical Corporation, and any assignment without such consent shall be null and void.

17. TITLE TO PRODUCTS. Title to right of possession of the products sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the carrier and agrees to do all acts necessary to perfect and maintain such right and title in ZOLL Medical Corporation. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL Medical Corporation the right, without liability to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.

VETERAN'S EMPLOYMENT - If this order is subject to Executive Order 11710 and the rules, regulations, or orders of the Secretary of Labor issued thereunder the contract clause as set forth at 41 CFR 60-250.4 is hereby included as part of this order.

EMPLOYMENT OF HANDICAPPED - If this order is subject to Section 503 of the Rehabilitation Act of 1973, as amended and the rules, regulations or orders of the Secretary of Labor as issued thereunder, the contract clause at 41 CFR 60-741.7 is hereby included as part of this order.

EQUAL OPPORTUNITY EMPLOYMENT - If this order is subject to the provisions of Executive Order 11246, as amended, and the rules, regulations or orders of the Secretary of Labor issued thereunder, the contract clause set forth at 41 CFR 60-1.4 (a) and 60-1.4 (b) are hereby included as a part of this order and Seller agrees to comply with the reporting requirements set forth at 41 CFR 60-1.7 and the affirmative action compliance program requirements set forth as 41 CFR 60-1.40.

19. VALIDITY OF QUOTATION. This Quotation shall be valid and subject to acceptance by the Customer, in accordance with the terms of Section 1 hereof for the period set forth on the face hereof. After such period, the acceptance of this Quotation shall not be binding upon ZOLL Medical Corporation and shall not create a contract, unless such acceptance is acknowledged and accepted by ZOLL Medical Corporation by a writing signed by an authorized representative of ZOLL Medical Corporation.

20. GENERAL. Any Contract resulting from this Quotation shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This constitutes the entire agreement between Buyer and Supplier with respect to the purchase and sale of the Products described in the face hereof, and only representations or statements contained herein shall be binding upon Supplier as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereto shall not be relevant to determine the meaning of this writing even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No addition to or modification of any of the terms and conditions specified herein shall be binding upon Supplier unless made in writing and signed by a duly authorized representative of Supplier. The terms and conditions specified shall prevail notwithstanding any variance from the terms and conditions of any order or other form submitted by Buyer for the Products set forth on the face of this Agreement. To the extent that this writing may be treated as an acceptance of Buyer's prior offer, such acceptance is expressly made conditional on assent by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer shall constitute such assent. All cancellations and reschedules require a minimum of thirty (30) days notice.



Title - TR12882 - Greenleaf Filter Media Replacement - Bid No. 16-20B

Item No. 6 (g) on the Consent Agenda. (TR12882) A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No. 16-20B to RF Environmental Services, Inc., and authorizing the appropriate City Officials to execute the agreement between the City of Tamarac and RF Environmental Services, Inc. for an amount of \$529,000 for the Greenleaf Filter Media Replacement Project located at the Tamarac Utilities Water Treatment Plant site; a contingency in the amount of \$105,800 will be added to the project account for a total amount of \$634,800; authorizing an expenditure from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date. - ***Public Services Director Jack Strain, Assistant Public Works Director John Doherty and Purchasing/Contracts Manager Keith Glatz***

Commission District(s):

Citywide

ATTACHMENTS:

Description	Upload Date	Type
▣ TR12882 Memo Revised	12/8/2016	Cover Memo
▣ TR12882 Reso	11/18/2016	Resolution
▣ TR12882 Exhibit A	11/18/2016	Exhibit
▣ TR12882 Exhibit B	11/18/2016	Exhibit
▣ TR12882 Backup	11/18/2016	Backup Material

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

TO: Michael C. Cernech,
City Manager

DATE: December 7, 2016

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

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

**RE: TR #12882
Greenleaf Filter Media
Replacement
Bid No. 16-20B**

RECOMMENDATION:

I recommend that the City Commission authorize the funding and awarding of Bid No. 16-20B in the amount of \$529,000 to RF Environmental Services, Inc., the most responsive and responsible bidder for the Greenleaf Filter Media Replacement Project. A contingency in the amount of 20% or \$105,800 will be added to the project account for a total project budget of \$634,800.

ISSUE:

The Greenleaf Filter, located at the Tamarac Utilities Water Treatment Plant was rehabilitated in the summer of 2007 and currently two of the four cells are not functioning; the filter media is "rock hard" due to lime buildup over the past 8 years and the filters have lost hydraulic capacity and are now operating at 50% capacity. Filters 5 and 6 are currently being rehabilitated and this project will be completed before the Greenleaf Filter Media Replacement Project is started. This filter must be rehabilitated to return the Greenleaf filter capacity to 8.0 MGD.

BACKGROUND: The Greenleaf Filter is utilized as the primary filter in the water production process at the Water Treatment Plant. The Greenleaf Filter is rated at 8.0 MGD while operating at full capacity and is normally operated when the 6 package filters are off-line. The Greenleaf Filter had the filter media replaced in the summer of 2007 but none of the Infilco Support structures were replaced at that time and no internal coatings were applied by the Contractor. A Capital Improvement Project for \$750,000 was listed on the Utilities FY 2017 CIP budget.

The Rehabilitation of the 8.0 MGD Greenleaf Filter can be completed in early FY 2017 after Package Filters 5 and 6 are rehabilitated.

The design, bidding, and construction documents for the Greenleaf Filter Media Replacement Project were prepared by Public Services Engineering and Purchasing Staff.

The replacement of the support structures, filter media, and internal coatings will be completed by the personnel of RF Environmental Services, Inc. along with an INFILCO representative (the filter is an INFILCO unit) on-site to ensure quality control and filter nameplate capacity performance.

The Greenleaf Filter Media Replacement Project is a budgeted \$750,000 Capital Improvement Project for FY 2017 which will be paid from 2017 Utilities Renewal and Replacement (R&R) Funds.

The City of Tamarac advertised Bid No. 16-20B for the Greenleaf Filter Media Replacement Project on September 16, 2016 in the Sun Sentinel and received the lowest and best bid proposal of \$529,000 from RF Environmental Services, Inc.

FISCAL IMPACT:

The Greenleaf Filter Media Replacement Project was budgeted in FY 2017 as a \$750,000 Capital Improvement Project.

Citywide Commission Districts

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2016-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDED BID NO. 16-20B TO RF ENVIRONMENTAL SERVICES, INC., AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT BETWEEN THE CITY OF TAMARAC AND RF ENVIRONMENTAL SERVICES, INC., FOR AN AMOUNT OF \$529,000 FOR THE GREENLEAF FILTER MEDIA REPLACEMENT PROJECT LOCATED AT THE TAMARAC UTILITIES WATER TREATMENT PLANT SITE; A CONTINGENCY IN THE AMOUNT OF \$105,800 WILL BE ADDED TO THE PROJECT ACCOUNT FOR A TOTAL AMOUNT OF \$634,800; AUTHORIZING AN EXPENDITURE FROM THE APPROPRIATE ACCOUNTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Services Department Utilities Division of the City of Tamarac is responsible for the operation and maintenance of the water and wastewater utilities which requires the treatment and distribution of potable water in a safe, efficient and economical manner; and

WHEREAS, to maintain the City's water consumption demands and to eliminate potential health hazards in the event of additional filter system disruptions at the Utilities Water Treatment Plant, the Greenleaf Filter Media Replacement Project (hereinafter "Greenleaf Filter") is critical; and

WHEREAS, \$750,000 was budgeted as a Utilities 20-Year Capital Improvement Project in FY 2017 to replace the filter media after an expected service life of 10 years; however, the filters are "rock hard" due to lime buildup which has reduced the filter capacity and shortened the service life from 10 years to 8 years; and

WHEREAS, the replacement of the media in the Greenleaf Filter is necessary to maintain maximum water production capabilities, ensure efficient treatment plant operations and to maintain compliance with water quality standards; and

WHEREAS, the City of Tamarac publicly advertised Bid No. 16-20B for the Greenleaf Filter Media Replacement Project in the Sun-Sentinel on September 16, 2016 (incorporated by reference and on file in the office of the City Clerk); and

WHEREAS, the City solicited competitive bids and on October 25, 2016, received, opened and reviewed three (3) bids as follows:

COMPANY NAME	TOTAL BID \$
RF Environmental Services, Inc.	\$529,000
R.J. Sullivan Corporation	\$684,500
Close Construction, LLC	\$822,911

A copy of the Bid Tabulation is included herein as "Exhibit A"; and

WHEREAS, RF Environmental Services, Inc., was deemed the most responsive and responsible bidder (a copy of said bid is on file with the City Clerk's Office); and

WHEREAS, funding for this project in the amount \$634,800 is available from Utilities Operational accounts; and

WHEREAS, it is the recommendation of the Director of Public Services and Purchasing and Contracts Manager that the appropriate City Officials award Bid No. 16-20B, Greenleaf Filter Media Replacement Project, and to execute an agreement with RF Environmental Services, Inc., for a contract cost of \$529,000, and a contingency in the amount of \$105,800 will be added to the project account, for a total project budget of \$634,800 for this Greenleaf Filter Media Replacement Project; 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 approve the award of Bid No. 16-20B, Greenleaf Filter Media Replacement Project and to execute an agreement with RF Environmental Services, Inc., for a contract cost of \$529,000, and a contingency in the amount of \$105,800 will be added to the project account, for a total project budget of \$634,800.

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 referenced herein are incorporated within this resolution and made a specific part hereof.

SECTION 2: The award of Bid No. 16-20B, Greenleaf Filter Media Replacement Project to RF Environmental Services, Inc., is hereby authorized.

SECTION 3: The appropriate City Officials are hereby authorized to execute an agreement between the City of Tamarac and RF Environmental Services, Inc, (a copy of which is attached hereto as "Exhibit B") as part of said award.

SECTION 4: An expenditure for a contract cost of \$529,000 and a contingency in the amount of \$105,800 for a total project budget of \$634,800 is hereby approved.

SECTION 5: The City Manager, or his designee, is hereby authorized to approve and initiate Change Orders in amounts not to exceed \$65,000 per Section 6-147 of the City Code, and close the contract award, which includes, but is not limited to, making final payment and releasing bonds per Section 6-149 of the City Code, when the

work has been successfully completed within the terms, conditions and pricing of the agreement.

SECTION 6: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application; it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 8: This Resolution shall become effective immediately upon its passage and adoption.

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

ATTEST:

HARRY DRESSLER
MAYOR

PATRICIA A. TEUFEL, CMC
CITY CLERK

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

SAMUEL S. GOREN
CITY ATTORNEY

**“EXHIBIT A”
TR #12882**

16-20B -Greenleaf Filter Media Replacement Complete Bid Tab									
ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	RF Environmental Services, Inc.		R.J. Sullivan Corporation		Close Construction, LLC	
1	Site Mobilization/Demobilization Performance Bond	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 33,000.00	\$ 33,000.00	\$ 40,000.00	\$ 40,000.00
2	Greenleaf Filter Filter Media and support Structure Removal	LS	1	\$ 59,990.00	\$ 59,990.00	\$ 12,000.00	\$ 12,000.00	\$ 182,555.00	\$ 182,555.00
3	Greenleaf Filter Surface Prep/Internal Coating/Metal Repairs	LS	1	\$ 80,000.00	\$ 80,000.00	\$ 175,000.00	\$ 175,000.00	\$ 78,120.00	\$ 78,120.00
4	Greenleaf Filter Media Support Structure Replacement	LS	1	\$ 255,000.00	\$ 255,000.00	\$ 290,000.00	\$ 290,000.00	\$ 338,390.00	\$ 338,390.00
5	Greenleaf Filter Filter Media Replacement	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 165,990.00	\$ 165,990.00	\$ 163,836.00	\$ 163,836.00
6	Greenleaf Filter Filter Media Replacement INFILCO Rep. On-Site	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 8,500.00	\$ 8,500.00	\$ 20,000.00	\$ 20,000.00
7	Indemnification	LS	1	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
8	Trench Safety	LF	100	\$ 10.00	\$ 1,000.00	N/A	N/A	N/A	N/A
Grand Total:				\$529,000.00		\$684,500.00		\$822,911.00	



Senior Procurement Officer
10/28/2016
Andrew J. Rozwadowski

"EXHIBIT B"
TR #12882

16-20B - GREENLEAF FILTER MEDIA REPLACEMENT
BETWEEN THE CITY OF TAMARAC
AND
RF ENVIRONMENTAL SERVICES, INC.

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and RF ENVIRONMENTAL SERVICES, INC., a Florida corporation with principal offices located at 4324 NE 21ST AVE FORT LAUDERDALE, FL 33308 (the "Contractor") to provide for GREENLEAF FILTER MEDIA REPLACEMENT outlined in Bid No.16-20B.

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

1) The Contract Documents

The Contract Documents consist of this Agreement, Bid Document No. 16-20B, including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between 16-20B as issued by the City, and the Contractor's Proposal, 16-20B as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other Contract Documents, this Agreement shall prevail.

2) The Work

2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below and in Bid No. 16-20B:

2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to complete the scope of work, as outlined in the contract documents.

2.1.2 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

2.1.3 Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior

to any schedule change with the exception of changes caused by inclement weather.

- 2.1.4** Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3) Insurance

- 3.1.** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager Certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. Insurance limits are outlined below:

Insurance Requirements		
Line of Business/ Coverage	Occurrence	Aggregate
	Limits	
Commercial General Liability Including:	\$1,000,000	\$1,000,000
Premises/Operations		
Contractual Liability		
Personal Injury		
Explosion, Collapse, Underground Hazard		
Products/Completed Operation		
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		
Automobile Liability	\$1,000,000.00	\$1,000,000.00
Workers' Compensation & Employer's Liability	Statutory	

4) Time of Commencement and Substantial Completion

- 4.1** The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than ten (10) days after the date that Contractor receives the City's Notice to Proceed. The work shall be substantially completed within ninety **(90)** days from issuance of City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. For the purposes of this Agreement, completion shall mean the issuance of final payment.
- 4.2** During the pre-construction portion of the work hereunder, the parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained by the City in accordance with the Schedule included in the Contract Documents. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the parties hereto, and such delays are the result of force majeure or are otherwise outside of the control of either party hereto, then the parties shall agree on an equitable extension of the time for substantial completion hereunder and any resulting increase in general condition costs.

5) Contract Sum

The Contract Sum for the above work is Five Hundred Twenty Nine Thousand Dollars and Zero cents (\$529,000.00).

6) Payments

Payment will be made monthly for work that has been completed, inspected and properly invoiced. A retainage of ten percent (10%) will be deducted from monthly payments until 50% of the project is complete. Retainage will be reduced to five percent (5%) thereafter. Retainage monies will be released upon satisfactory completion and final inspection of the work. Invoices must bear the project name, project number, bid number and purchase order number. City has up to thirty (30) days to review, approve and pay all invoices after receipt. The Contractor shall invoice the City and provide a written request to the City to commence the one (1) year warranty period. All necessary Releases of Liens and Affidavits and approval of Final Payments shall be processed before the warranty period begins. All payments shall be governed by the Florida Prompt Payment Act, F.S., Part VII, Chapter 218. The City desires to be able to make payments utilizing City's Visa Procurement Card as a means of expediting payments. It is highly desirable that the successful proposer have the capability to accept a Visa Procurement/Credit card as a means of payment.

7) Remedies

- 7.1** Damages: The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the

City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.

7.2 Correction of Work: If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City shall be the sole judge of non-conformance and the quality of workmanship.

8) Change Orders

8.1 Without invalidating the contract, without any monetary compensation, and without notice to any surety, the City reserves and shall have the right to make increases, decreases or other changes to the work as may be considered necessary or desirable to complete the proposed construction in a satisfactory manner. The Contractor shall not start work pursuant to a change order until the change order setting forth the adjustments is approved by the City, and executed by the City and Contractor. Once the change order is so approved, the Contractor shall promptly proceed with the work. All Change Orders shall include overhead and profit, not to exceed five percent (5%) and five percent (5%) respectively.

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

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

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

8.5 Any claim for an extension of the Contract Time shall be based on written notice delivered by the party making the claim to the other party no later than fifteen (15) days after the occurrence of the event giving rise to the claim. Notice of the extent of the claim shall be delivered with supporting data and stating the general nature of the claim. Contractor hereby agrees to waive rights to recover

any lost time or incurred costs from delays unless Contractor has given the notice and the supporting data required by this Paragraph.

8.6 Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the Contractor can clearly demonstrate that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of delay, available to absorb specific delays and associated impacts is used.

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

9) No Damages for Delays

ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE AGREEMENT. EXCEPT AS PROVIDED HEREIN, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the construction cost or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of City or its agents. In addition, if Contractor is delayed at any time in the progress of the Work by an act or neglect of the City's employees, or separate contractors employed by the City, or by changes ordered in the Work, or by delay authorized by the City pending arbitration, then the Contract Time shall be reasonably extended by Change Order, and the Guaranteed Maximum Price shall be reasonably increased by Change Order in order to equitably increase the general conditions component of the Guaranteed Maximum Price. Furthermore, if Contractor is delayed at any time in the progress of the Work by labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipated, unavoidable

casualties or other causes beyond the Contractor's control, or by other causes which the City and Contractor agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data as recorded by the United States Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.

10) Waiver of Liens

Prior to final payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release City from all claims of liability by Contractor in connection with the agreement.

11) Warranty

Contractor warrants the work against defect for a period of one (1) year from the date of final payment. In the event that defect occurs during this time, Contractor shall perform such steps as required to remedy the defects. Contractor shall be responsible for any damages caused by defect to affected area or to interior structure. The one (1) year warranty period does not begin until approval of final payment for the entire project, and the subsequent release of any Performance or Payment Bonds, which may be required by the original bid document.

12) Indemnification

12.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

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

13) Non-Discrimination & Equal Opportunity Employment

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

14) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

15) Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

16) Notice

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

CITY

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

With a copy to the City Attorney at the following address:

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

CONTRACTOR

BUCKLEY, THADDEUS R
4324 NE 21ST AVE
FORT LAUDERDALE, FL 33308
Thad3939@gmail.com
954-605-6711
81-1455710

17) Termination

17.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

17.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

18) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City

Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

19) Venue

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

20) Signatory Authority

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

21) Severability; Waiver of Provisions

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

22) Uncontrollable Circumstances

22.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

22.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

23) Merger; Amendment

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

24) No Construction Against Drafting Party

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

25) Public Records

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

25.1.1 Keep and maintain public records required by the City in order to perform the service;

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

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

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

25.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

26) PUBLIC RECORDS CUSTODIAN

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

**CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**

Remainder of Page Intentionally Blank

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its Vice President duly authorized to execute same.

CITY OF TAMARAC

Harry Dressler, Mayor

Date



Michael C. Cernech, City Manager

ATTEST:

Patricia A. Teufel, CMC
City Clerk

Date

Approved as to form and legal sufficiency:

Date

City Attorney

Date

ATTEST:

RF ENVIRONMENTAL SERVICES, INC.

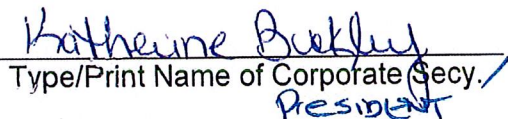
Company Name



Signature of Corporate Secretary
President



Signature of President/Owner



Type/Print Name of Corporate Secy./
President

BUCKLEY, THADDEUS R

Type/Print Name of the Vice President

(CORPORATE SEAL)

Date

11/9/14

CORPORATE ACKNOWLEDGEMENT

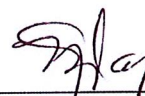
STATE OF Florida :

COUNTY OF Broward :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared THADDEUS BUCKLEY, of RF ENVIRONMENTAL SERVICES, INC.

a FLORIDA Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this day of November, 10, 2016.



Signature of Notary Public
State of Florida at Large



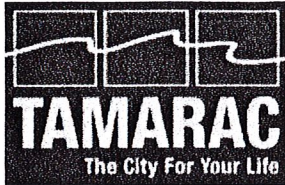
☐ Personally known to me or
☒ Produced Identification

0240-816-70-423-0
Type of I.D. Produced

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

"BACKUP"
TR #12882

~~ORIGINAL~~



SUBMIT BID TO:

COPY

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

INVITATION FOR BID

Bidder Acknowledgement

BID NO.: 16-20B

BID TITLE: GREENLEAF FILTER MEDIA REPLACEMENT

BID OPENING DATE/TIME: OCTOBER 11, 2016 AT 3:00 PM

BUYER NAME: ANDREW ROZWADOWSKI, SENIOR PROCUREMENT SPECIALIST

BUYER PHONE: 954-597-3569

BUYER EMAIL: ANDREW.ROZWADOWSKI@tamarac.org

PRE-BID CONFERENCE/SITE INSPECTION: SEPTEMBER 20 2016 @ 10:00AM, ROOM 105

BONDING: 5% Bid Bond, 100% Payment/Performance Bond Bid Pkg. Cost: \$0

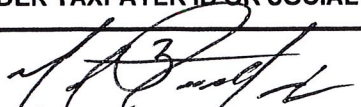
GENERAL CONDITIONS

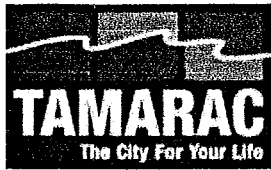
These instructions are standard for all bids for commodities/services issued by the City of Tamarac. The City of Tamarac may delete, supersede or modify any of these standard instructions for a particular bid by indicating such change in the Instructions to Bidders or in the Special Conditions of the bid. Any and all Special Conditions, Special Provisions & Bid Specifications that may vary from these general conditions shall prevail over these General Conditions and 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: RF Environmental Services, Inc.
COMPANY ADDRESS: 4324 NE 21st Ave, Fort Lauderdale FL 33308
COMPANY PHONE: 954-605-6711
NAME OF AUTHORIZED AGENT: Thaddeus Buckley
TITLE OF AUTHORIZED AGENT: Vice President
AUTHORIZED AGENT EMAIL ADDRESS: thad3939@gmail.com
BIDDER TAXPAYER ID OR SOCIAL SECURITY NUMBER: 81-1455710


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.



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

September 22, 2016

Addendum No. 1

16-20B - Greenleaf Filter Media Replacement

This addendum shall modify and become a part of the original Proposal Document. The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Documents for Bid No. 16-20B - Greenleaf Filter Media Replacement

Q: = Question
A: = Answer

TO ALL PROSPECTIVE BIDDERS:

The bid opening date for this project has changed to 10/25/2016 at 3:00 PM.
See RFI questions below:

Q. Please send a copy of the pre-bid sign in sheet.

A. See Attachment B

Q. We would like to see the plans and specifications for this project. City website only had a couple pages of as-build drawings.

A. <https://www.tamarac.org/bids.aspx?bidID=134>

Q. What is the budgeted amount for this contract?

A. The Engineer's Estimate on Greenleaf Media Filter Replacement has a range from \$693,900.00 - \$848,100.00 w/o Contingency which will be 10% of Bid for this project but not included in the base bid.

Q. Projected time of award and notice to proceed?

A. Bids are due Oct 25th at 3PM and expect to Award at the Nov 9th Commission Mtg. NTP when contractor ready to mobilize onsite which would be late Jan or Early Feb 2017.

Q. Permit Fee's Waived or Allowance?

A. No Permit Fees.

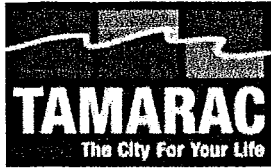
Add: Attachment B Pre-Bid Conference Sign-In Sheet

Add: Attachment C Automatic Filter Rehabilitation: Sectional Elevation

Add: Attachment D Pictures of Project

Please return and/or acknowledge this Addendum No.1 with your bid submittal due **10/25/2016 at 3:00 PM local time to Tamarac City Hall, RM 108, 7525 NW 88th Ave., Tamarac, FL 33321.**

Sincerely,



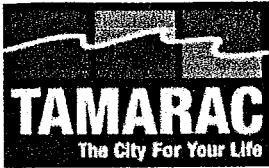
CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
"Committed to Excellence...Always"

[Handwritten signature]

Andrew J. Rozwadowski
Senior Procurement Specialist

Please Acknowledge Receipt and Review of this Addendum:

Company Name: RF ENVIRONMENTAL SERVICES INC.
Authorized Signature: *[Handwritten Signature]* Date: 10/24/16
Printed Name: THADDEUS R. BUCKLEY



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

October 11, 2016

Addendum No. 2

16-20B - Greenleaf Filter Media Replacement

This addendum shall modify and become a part of the original Proposal Document. The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Documents for Bid No. 16-20B - Greenleaf Filter Media Replacement

Q: = Question
A: = Answer

TO ALL PROSPECTIVE BIDDERS:

Q. Addendum #1 for the 16-20 B Green Leaf Filter Media Replacement Project included a set of drawing that had some equipment (vacuum tank, pipe and syphon) marked as remove and replace. Is this part of the scope of work? If so, please provide specs on equipment.

A. The Vacuum Tank, Pipe and Syphon remain. They are not being replaced.

Q. Item #3 from the Bid Form includes steel repair as part of its price. On Section 2A 3.03 it mentions that no steel repair is expected but if necessary the cost will come from contingency. Do we eliminate the cost of steel repair in item #3?

A. Any and all steel repairs required above the filter media(visible to the eye) are part of the Contractors Bid and are to be included in Item #3 on the Bid Form . Any steel repairs required below the filter media(not visible) will come from the Contingency.

Please return and/or acknowledge this Addendum No.2 with your bid submittal due 10/25/2016 at 3:00 PM local time to Tamarac City Hall, RM 108, 7525 NW 88th Ave., Tamarac, FL 33321.

Sincerely,

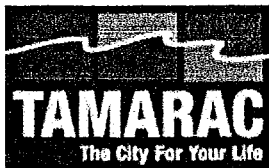
Andrew J. Rozwadowski
Senior Procurement Specialist

Please Acknowledge Receipt and Review of this Addendum:

Company Name: R.F. ENVIRONMENTAL SERVICES, Inc.

Authorized Signature: [Handwritten Signature] Date: 10/24/16

Printed Name: THEODORE R. BUCKLEY



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

October 18, 2016

Addendum No. 3

16-20B - Greenleaf Filter Media Replacement

This addendum shall modify and become a part of the original Proposal Document. The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Documents for **Bid No. 16-20B - Greenleaf Filter Media Replacement**

Q: = Question
A: = Answer

TO ALL PROSPECTIVE BIDDERS:

The bid opening date for this project remains firm and all bids are due **10/25/2016 at 3:00 PM** in the purchasing office listed below. **NO late submissions will be accepted.**

Add: Attachment E: 2nd Site Visit Business Cards and Sign-In.

Please return and/or acknowledge this Addendum No.3 with your bid submittal due **10/25/2016 at 3:00 PM local time to Tamarac City Hall, RM 108, 7525 NW 88th Ave., Tamarac, FL 33321.**

Sincerely,

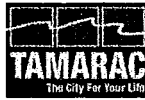
Andrew J. Rozwadowski
Senior Procurement Specialist

Please Acknowledge Receipt and Review of this Addendum:

Company Name: RF ENVIRONMENTAL SERVICES, INC.

Authorized Signature: [Handwritten Signature] Date: 10/24/16

Printed Name: Maddeus R. Buckley

**BID NO. 16-20B****GREENLEAF FILTER MEDIA REPLACEMENT****COMPANY NAME: (Please Print):** RF Environmental Service, Inc.**Phone:** 954-605-6711 **Fax:** _____**BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...**

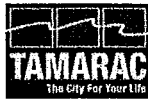
1. ☒ Carefully read the General Terms & Conditions, Special Conditions and Special Provisions.
2. ☒ Properly fill out the **Bid Forms and the Schedule of Bid Prices.**
3. ☒ Fill out and sign the **Non-Collusive Affidavit** and have it properly notarized.
4. ☒ Sign the **Certification** page. Failure to do so may result in your Bid being deemed non-responsive.
5. ☒ Fill out the **Bidder's Qualification Statement.**
6. ☒ Fill out the **References** page.
7. ☒ Sign the **Vendor Drug Free Workplace Form.**
8. ☒ Fill out the **List of Subcontractors.**
9. ☒ **Include a 5% Bid Guaranty. Failure to provide the stipulated bond or guaranty will result in automatic rejection of your bid. Payment and Performance Bonds will be required and must be submitted on the City's forms, included herein.**
10. ☒ Fill out and sign the **Certified Resolution.**
11. ☒ **Include proof of insurance.**
12. ☒ **Include copy of State Certified or County Competency License(s)**
13. ☒ **Trench Safety Form**

Submit one (1) original document, marked "Original" on its exterior and two (2) copies, prior to the bid opening deadline as well as a readable PDF copy on a USB Flash Drive or CD, clearly marked with the BID NUMBER AND BID NAME on the outside of the package.

**Make sure your Bid is submitted PRIOR to the deadline.
Late Bids will not be accepted.**

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

THIS SHOULD BE THE FIRST PAGE OF YOUR BID.

**BID NO. 16-20B****GREENLEAF FILTER MEDIA REPLACEMENT**

The City of Tamarac is hereby requesting Bids from qualified contractors for work which consists of the Contractor furnishing all labor, materials, tools, and equipment necessary, as indicated in the specifications herein and generally to include removal and disposal of existing filter media, removal of Media Support structures, internal surfaces abrasive blast cleaned in accordance with an SSPC SP7 Brush Clean Method and all areas of exposed steel or compromised paint will be blast cleaned in accordance with SSPC SP 10 near-white method and painted as detailed in the specifications, Replacement of new Media Support structures supplied by vendor, along with installation of new filter media in the Greenleaf filter. Disinfect the filters and place the filters in service. Construction also includes all appurtenances and other incidentals as indicated by the drawings and specifications or as required to properly complete the project as planned.

A. LICENSES

To be eligible for award of this project, the Contractor must possess at time of bid opening, one of the following State Certified and/or County Competency licenses or any license that can meet, exceed and legally perform the scope of work as determined by state or county licensing agency

State: Certified General Contractor, defined by F.S. 489.105 3a with at least five (5) years of verifiable full-time experience with a minimum of two (2) projects of similar size and scope in the past (7) years.

County: Broward County Competency Engineering Contractor Class "A" license with at least five (5) years of verifiable full-time experience with a minimum of two (2) projects of similar size and scope in the past (7) years.

Occupational license must be in effect as required by Florida Statute §205.065.

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

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

For each bid item, Bidder agrees to furnish all labor, materials, tools and equipment necessary to properly perform the work described herein and on the project drawings. A more detailed description of the Pay Items is located in Section 1B, of the Technical Specifications. It is the intent of the City to award this bid based on the Total Base Bid for all bid items. In the event of latent multiplication or addition errors, the Bidder recognizes that these are clerical errors and may be corrected by the Owner.

BID SCHEDULE
GREENLEAF FILTER MEDIA REPLACEMENT

BID NO. 16-20B

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	EXTENDED TOTAL PRICE	TOTAL PRICE (in words)
1*	Site Mobilization/Demobilization Performance Bond	LS	1	\$ 25,000	Twenty Five Thousand Dollars and 00/100 Cents
2	Greenleaf Filter Media and support Structure Removal	LS	1	\$ 59,990	Fifty Nine Thousand Nine Hundred and 90/100 Cents
3	Greenleaf Filter Surface Prep/Internal Coating/Metal Repairs	LS	1	\$ 80,000	Eighty Thousand Dollars and 00/100 Cents
4	Greenleaf Filter Media Support Structure Replacement	LS	1	\$ 235,000	Two Hundred and Thirty Five Thousand Dollars and 00/100 Cents
5	Greenleaf Filter Media Replacement	LS	1	\$ 100,000	One Hundred Thousand Dollars and 00/100 Cents
6	Greenleaf Filter Media Replacement INFILCO Rep. On-Site	LS	1	\$ 8,000	Eight Thousand Dollars and 00/100 Cents
7	Indemnification	LS	1	\$ 10.00	TEN Dollars and 00/100 Cents
	TOTAL BASE BID ITEMS 1 through 7	TOTAL	1	\$ 529,000	Five Hundred and Twenty Nine Thousand Dollars and 00/100 Cents

* There is a 5% cap for Bid Item 1 (refer to Section 1B). Any amount above 5%, for Bid Item 1 shall be added to Bid Item 2, as not to change the bidder's total bid price.

RF Environmental Services, Inc.

NAME OF COMPANY



BID FORM
(continued)

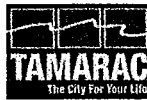
BID NO. 16-20B
GREENLEAF FILTER MEDIA REPLACEMENT

Submitted by: RF Environmental Services, Inc. Date 10/25/16

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. 16-20B
GREENLEAF FILTER MEDIA REPLACEMENT

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

Thaddeus Buckley

Typed/Printed Name

954-605-6711

Telephone

Fax

thad3939@gmail.com

Email address for above signer (if any)

RF Environmental Services, Inc.

Company Name

4324 NE 21st Ave

Address

Fort Lauderdale, FL 33308

City, State, ZIP

81-1455710

Federal Tax ID Number

CGC1518671, CFC1429319, CMC1250334

Contractor's License Number



BID FORM
(continued)

BID NO. 16-20B
GREENLEAF FILTER MEDIA REPLACEMENT

Bidder's Name: RF Environmental Services, Inc.

TERMS: 0 % (percent discount, if any, if payment made within N/A DAYS; otherwise, terms are NET 30 days.

Delivery/ Final Completion: 105 calendar days after receipt of Notice to Proceed however, shall not exceed ninety (90) calendar days for Substantial Completion.

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.

Will your firm accept credit cards as payment from the City of Tamarac? Yes ☐ No ☒

Payment by Electronic Funds Transfer: Vendors may now receive payments by direct deposit via electronic funds transfer instead of by paper check. Vendors are strongly encouraged to register to receive all payments by direct deposit. Access the City of Tamarac web-site at <http://www.tamarac.org/city-departments/financial-services/purchasing/register-for-direct-deposit-payment.aspx>

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.



BID NO. 16-20B
GREENLEAF FILTER MEDIA REPLACEMENT
NON-COLLUSIVE AFFIDAVIT

State of Florida)
 County of Broward)ss.

Thaddeus Ralph Buckley being first duly sworn, deposes
 and says that:

1. He/she is the Vice President, (Owner, Partner, Officer, Representative or Agent) of RF Environmental Service, Inc., the Offeror that has submitted the attached Proposal;
11. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
12. Such Proposal is genuine and is not a collusive or sham Proposal;
13. 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;
14. 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

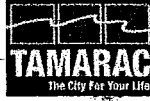
 Witness

By _____


 Thaddeus Ralph Buckley

 Printed Name
 Vice President

 Title



ACKNOWLEDGMENT NON-COLLUSIVE AFFIDAVIT

State of Florida
County of Broward

On this the 25 day of October, 20 16, before me, the undersigned Notary Public of the State of Florida, personally appeared

Thaddeus Ralph Buckley 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

Brian Hendrick

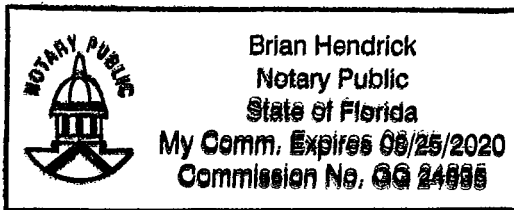
(Name of Notary Public: Print,
Stamp, or Type as Commissioned)

☐ Personally known to me, or
☒ Produced identification:

FL DL B240-816-70-423-0 (EX 11-23-19)

(Type of Identification Produced)

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



**CERTIFICATION**

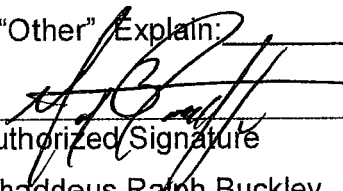
THIS DOCUMENT MUST BE SUBMITTED WITH THE BID

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

Thaddeus Ralph Buckley

Typed/Printed Name

954-605-6711

Telephone

Fax

thad3939@gmail.com

Email address for above signer (if any)

RF Environmental Services, Inc.

Company Name

4324 NE 21st Ave

Address

Fort Lauderdale, FL 33308

City, State, ZIP

81-1455710

Federal Tax ID Number

CGC1518671, CFC1429319, CMC1250334

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	RF Environmental Services, Inc.
Address	4324 NE 21st Ave
City State Zip	Fort Lauderdale, FL 33308
Telephone	954-605-6711
Fax Number	

1. How many years has your organization been in business under its present name?
1 Years

2. If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute: dba/ Milan Construction & Real Estate

3. Under what former name(s) has your business operated?
N/A

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

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: N/A

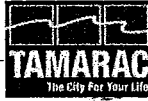
7. Are you a Sales Representative ☐ Distributor ☐ Broker ☐ or Manufacturer ☐
of the commodities/services bid upon? No

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.)

City of Fort Lauderdale - Five Water Treatment Plant Hydrotreaters #3 & #4 Piping Mod's
Construction Contract - 400k Project Value

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 RF Environmental Services, Inc. - Thad Buckley
Address 4324 NE 21st Ave
City State Zip Fort Lauderdale, FL 33308
Phone/Fax 954-605-6711
E-mail thad3939@gmail.com

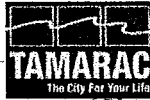
Agency/Firm Name: City of Fort Lauderdale - Fiveash WTP Filter Replacement Project
Address 100 North Andrews Ave
City State Zip Fort Lauderdale, FL
Phone/Fax 954-987-006
Contact Name George Brown - Hazen & Sawyer (Owner Rep/AE)
E-mail gbrown@hazenandsawyer.com

Agency/Firm Name: City of Hollywood
Address 1621 N 14th Ave
City State Zip Hollywood, FL 33020
Phone/Fax 954-921-3930
Contact Name Jetu Petel
E-mail jpetel@hollywoodfl.org

Agency/Firm Name: City of Boca Raton
Address 1401 Glades Road
City State Zip Boca Raton, Florida 33431
Phone/Fax 561-338-7300
Contact Name Chris Helfrich
E-mail chelfrich@myboca.us

Agency/Firm Name: Fluid Control Specialties
Address 111 Maritime Dr
City State Zip Sanford, FL 32771
Phone/Fax 407-302-5611
Contact Name Robert Whritenour
E-mail robert.whritenour@fc-spec.com

Agency/Firm Name: See Attached Additional Project Experience & Thad Buckley
Address Resume
City State Zip
Phone/Fax
Contact Name
E-mail



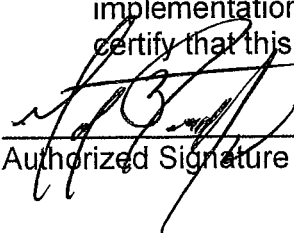
VENDOR DRUG-FREE WORKPLACE

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:

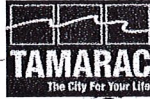
IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid 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.

1. 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.
2. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
3. 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.
4. 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.
5. 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

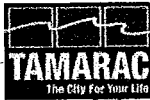
RF Environmental Services, Inc.
Company Name



LIST OF SUBCONTRACTORS

The Bidder shall list below the names and business address of each subcontractor who will perform Work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price, and shall also list the portion of the Work that will be done by such subcontractor. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement will render the Bid as non-responsive and may cause its rejection.

Work to Be Performed	% Total Contract	Contractor License No.	Subcontractor Name/Address
Demo / Media Install	6%	874638 DX	GENE Contracting JALIE - FL
Protective Coatings	9%	16-PU-20129-X	TITAN Protective Coatings Jupiter FL



CERTIFIED RESOLUTION

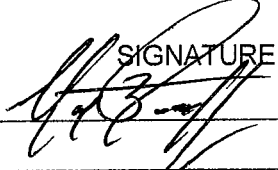
I, Katherine Buckley (Name), the duly elected Secretary of RF Environmental Services, Inc. (Corporate Title), a corporation organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors 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 Thaddeus Ralph Buckley (Name)", the duly elected Vice President (Title of Officer) of RF Environmental Service, Inc. (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
Thaddeus Ralph Buckley	Vice President	

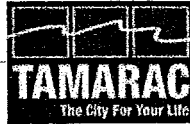
Given under my hand and the Seal of the said corporation this 25 day of October, 2016

(SEAL)

By: Katherine Buckley
 President & Secretary
 RF Environmental Services, Inc.
 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.



TRENCH SAFETY FORM

Bidder acknowledges that included in the appropriate bid items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs of such compliance to be summarized below:

TRENCH SAFETY MEASURE (Description)	UNITS OF MEASURE (LF/SF)	UNIT (Qty)	UNIT_COST	EXTENDED COST
A. Sloping	LF	100	\$ 10	\$ 1000.00
B.			\$	\$
C.			\$	\$
D.			\$	\$
TOTAL	\$ 1,000.00			

If applicable, the Contractor certifies that all trench excavation done within his control in excess of five feet (5') in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Subarticle 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the bid being declared non-responsive.

DATE: 10/25/16

(Signature)

ACKNOWLEDGEMENT

STATE OF: Florida

COUNTY OF: Broward

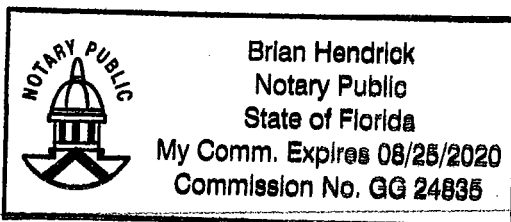
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Thaddeus R. Buckley

(Name of individual Signing)

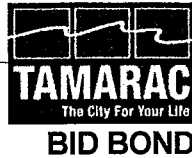
, who, after first being duly sworn by me,

affixed his/her signature in the space provided above on this 25 day of October, 2016



B. Hendrick
NOTARY PUBLIC

My Commission Expires: 08/25/2020



STATE OF FLORIDA)

)SS:

COUNTY OF BROWARD)

KNOW ALL MEN BY THESE PRESENTS, that we, RF Environmental Services, Inc.
as Principal, and Contractors Bonding and Insurance Company
as Surety, are held and firmly bound unto the City of Tamarac, a municipal corporation of
the State of Florida in the penal sum of:

Five Percent of the Amount Bid Dollars (\$ ---5%---) lawful money on the
United States, for the payment of which sum well and truly to be made, we bind ourselves,
our heirs, executors, administrators and successors jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has
submitted the accompanying Bid, dated October 25, 20 16,

for:

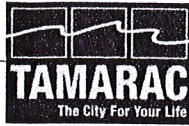
GREENLEAF FILTER MEDIA REPLACEMENT

Bid No. 16-20B

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate.
- (b) If said Bid shall be accepted and the Principal shall properly execute and deliver to said City the appropriate Contract Documents, and shall in all respects fulfill all terms and conditions attributable to the acceptance of said Bid, then this obligation shall be void; otherwise, it shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby agrees that the obligations of the said Surety and its bond shall be in no way impaired or affected by any extension of time within which said CITY may accept such Bid; and said Surety does hereby waive notice of any extension.



ACKNOWLEDGEMENT BID BOND

Signed and sealed this 25th day of October, 2016

IN PRESENCE OF:

Theresa Buckley V.P.

[Signature]

(AFFIX SEAL)

ATTEST:

[Signature]
Secretary

ATTEST:

[Signature]
Secretary

RF Environmental Services, Inc.

Principal

[Signature: Theresa Buckley]
Kathy Buckley President

4324 NE 21st Avenue

Business Address

Fort Lauderdale, FL 33308

City/State/Zip

(954) 605-6711

Business Phone

Contractors Bonding and Insurance Company

Surety*

[Signature]

By Allyson Foss



Attorney-In-Fact & Florida Licensed Resident Agent

Title

[Signature]

Attorney-In-Fact*

Allyson Foss, Attorney-In-Fact &
Florida Licensed Resident Agent

By

Inquiries: (321) 800-6594

*Impress Corporate Seal



9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Jorge L. Bracamonte, Allyson Foss, jointly or severally

in the City of Winter Park, State of Florida, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 30th day of January, 2015.

State of Illinois }
County of Peoria } SS



RLI Insurance Company
Contractors Bonding and Insurance Company

Roy C. Die

Vice President

CERTIFICATE

On this 30th day of January, 2015, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached **POWER OF ATTORNEY** is in full force and effect and is irrevocable, and as a bonus, that the Resolution of the Company as set forth in the **Power of Attorney**, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 30th day of January, 2015.

Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public



RLI Insurance Company
Contractors Bonding and Insurance Company

Roy C. Die

Vice President

Project Experience List

Project Name	Owner	Address	Contract Contact	Phone #	Nature of Work	Orig. Days	Final Days	Orig. \$	Final \$
Replacement of 90" BFV North District WWTP	Miami-Dade Water & Sewer Department	2575 NE 156 St, North Miami 33160	Robert Whritenhour	(407) 579-5000	Replaced Existing 90" BFV on Main Ocean Outfall - Install Labor & Equipment - Owner Furnished Materials Service Contract for OEM	360	360	100,000	100,000
Relocation of 48" Plug Valve	Miami-Dade Water & Sewer Department	3800 NW 180th Street, Opa Locka	Robert Whritenhour	(407) 579-5000		120	120	60,000	60,000
WTP#2 Filter Replacement	Palm Beach County	Pineherst Drive, Lake Worth	Vince Riccobono	(561) 493-6143	New 18 MGD Sand & Anthracite Filters	720	900	13,900,000	14,500,000
South District WWTP Cogeneration Improvements - South District WWTP HLD	Miami-Dade Water & Sewer Department	SDWWTP - Miami FL	Humberto Codespod	(305) 274-9272	See Attached Detail CV - Thad Buckley	720	720	19,500,000	21,500,000
Upgrade to 285-mgd Filter	Miami-Dade Water & Sewer Department	SDWWTP - Miami FL	TJ Potok	(305) 274-9272	See Attached Detail CV - Thad Buckley	1800	1440	#####	#####
South District WWTP Fat, Oil & Grease Septage Facility	Miami-Dade Water & Sewer Department	SDWWTP - Miami FL	TJ Potok	(305) 274-9272	See Attached Detail CV - Thad Buckley	720	800	17,000,000	16,800,000
Belle Glade Wastewater Treatment Plant Improvements	Palm Beach County	Belle Glade, FL	Jackie Michaels	(561) 493-6000	See Attached Detail CV - Thad Buckley	540	600	1,650,000	1,699,000
Hollywood Water Treatment Plant Electrical Power Generator System Expansion	City of Hollywood	Hollywood WTP - Hollywood Blvd - FL	Jetu Petel	(954) 921-3930	See Attached Detail CV - Thad Buckley	540	540	1,750,000	1,710,000
Hollywood Water Treatment Plant Membrane Replacement	City of Hollywood	Hollywood WTP - Hollywood Blvd - FL	Jetu Petel	(954) 921-3930	See Attached Detail CV - Thad Buckley	360	300	1,700,000	1,752,000
Wastewater Pump Stations A, B & E Rehabilitation	City of Fort Lauderdale	Various Locations	Walt Schwartz	(954) 426-6311	See Attached Detail CV - Thad Buckley	720	720	11,000,000	11,256,000
G.T. Lohmeyer WWTP Pumping System Improvements	City of Fort Lauderdale	Eisenhower Blvd	Walt Schwartz	(954) 426-6311	See Attached Detail CV - Thad Buckley	720	800	8,300,000	8,670,000
Facility, Waste Management	Waste Management	Pompano Beach, FL			See Attached Detail CV - Thad Buckley	270	270	1,820,000	1,820,000
Peele-Dixie Membrane Plant, City of Fort Lauderdale, FL	City of Fort Lauderdale	State Road 7, Fort Lauderdale, FL	Rick Johnson	(954) 828-7865	See Attached Detail CV - Thad Buckley	860	1080	26,500,000	27,300,00
Southern Regional WWTP Oxygen System Upgrade	City of Hollywood	Hollywood WWTP - Taft Street - FL	Jetu Petel	(954) 921-3930	See Attached Detail CV - Thad Buckley	600	680	10,300,000	10,500,000
Fiveash Water Treatment Plant Upgrades - Phase 1	City of Fort Lauderdale	Powerline Road, Fort Lauderdale FL	George Brown	(954) 987-0066	See Attached Detail CV - Thad Buckley	1080	1080	12,040,000	12,500,000
Fiveash Water Treatment Plant Filter Rehabilitation	City of Fort Lauderdale	Powerline Road, Fort Lauderdale FL	George Brown	(954) 987-0066	See Attached Detail CV - Thad Buckley	270	360	1,800,000	2,400,000
G.T. Lohmeyer WWTP Effluent Pump Station	City of Fort Lauderdale	Eisenhower Blvd	Walt Schwartz	(954) 426-6311	See Attached Detail CV - Thad Buckley	270	360	1,800,000	2,400,000
Glades Road WTP 40-mgd Membrane Softening Process Addition	City of Boca Raton	Glades Road WTP	Frank Brinson	(954) 797-7100	See Attached Detail CV - Thad Buckley	1260	1440	48,200,000	49,600,000
Glades Road Sodium Hypochlorite Generation System	City of Boca Raton	Glades Road WTP	Frank Brinson	(954) 797-7100	See Attached Detail CV - Thad Buckley	540	540	3,804,000	4,002,300

SEE ATTACHED FOR ADDITION RELATED PROJECTS



Thad Buckley, V.P.

Mr. Buckley has more than 20+ years of construction and engineering experience including work on water and wastewater treatment facilities, commercial and industrial HVAC and plumbing projects, and heavy duty industrial mechanical installations. Mr. Buckley has been responsible for the procurement and execution of water and wastewater treatment projects utilizing the Hard-Bid, CMAR and Design-Build delivery methods. By utilizing his knowledge and expertise in business and project development, estimating, design, start-up, testing and commissioning, and overall quality control for designing, estimating, construction, Mr. Buckley has procured and completed some of the most complex projects in the state. Mr. Buckley has had complete project responsibility for some of the most involved and technically challenging projects throughout Florida, from the largest membrane softening water treatment plant in the United States at 40-mgd to the installation of over 15,000 feet of 20"/24" steel pipe in the tarmac at Miami International Airport. Mr. Buckley has also served as the project executive for multiple, large scale, projects throughout the Tri-County area.

PERSONAL STATEMENT

"As a result of my tenure working for municipalities in the Tri-County area, I have developed long-standing relationships with many of the County's and City's construction and engineering staff. I understand and can exceed their expectations for project delivery."

OFFICE LOCATION

Miami & Fort Lauderdale, FL

EDUCATION

BS, Mechanical Engineering,
National University of
Florida, 1996

LICENSES/ REGISTRATIONS

Certified General
Contractor – FL,
#CGC1518671

Certified Mechanical
Contractor – FL,
#CMC1250334

Certified Plumbing
Contractor – FL,
#CFC1429319

Certified Pollutant Storage
Contractor – FL,
#PCC 1256939

MEMBERSHIPS/ AFFILIATIONS

Designated DBIA
Professional

Construction Association of
South Florida

Association of General
Contractors of America

Previous Relevant Work Experience

MWH Constructors, Inc., Florida Regional Manager (2012-2016)

While with MWH Constructors, Inc., Mr. Buckley helped establish the Company's "Hard-Bid" and "Self-Perform" capabilities. With MWHC's main office located in Broomfield, CO, it was Mr. Buckley's responsibility to establishing their Florida based estimating, project management, field staff and "self-perform" teams. These initial efforts culminated in the Award and Substantial Completion of the MWHC's first "Hard-Bid - at Risk" construction project in the Company's history. Mr. Buckley also acted as the Company's general construction, mechanical and plumbing qualifier for the work in Florida.

Poole and Kent, Inc., Vice President (1996-2012)

Mr. Buckley started his professional construction career after graduation from the University of Florida with Poole and Kent as an assistant project manager working at Miami-Dade County's Central District Waste Water Treatment Plant. Having worked there for 16 years Mr. Buckley performed every job required at Poole and Kent from clerk to chief project estimator, and from superintendent to project executive. During this time at Poole and Kent Mr. Buckley gained valuable experience in both general construction and mechanical cost estimating; and the detailed bidding requirements specific to the municipal water & wastewater treatment sector, including insurance and indemnification requirements and standards, bond requirements and construction risk allocation, and scheduling.

Relevant Project Experience

Project Executive, South District WWTP Cogeneration Facility Improvements, Miami-Dade Water & Sewer Department, Miami, FL

Mr. Buckley led this effort in a Principal-in-Charge capacity by managing a team of project managers and engineers during the RFQ, RFP, Design & Construction phases of the project. He produced initial and final cost estimates and managed the proposal, design, purchasing and coordination of all major design, process equipment and subcontractor packages. This included design service agreements in the amount of \$2M, cogeneration system equipment package worth \$4M and a \$3.5M electrical system subcontract agreement. He was also directly responsible for assembling the design and construction

RF Environmental Services, Inc.

teams on this project. After completing the design phase, he turned over day-to-day operations of the construction activities to the on-site project management team. This \$20M project entailed the upgrade to the existing Cogeneration System at the South District WWTP including design, permitting, supply, fabrication/installation of (5) new cogeneration units and associated 5kV electrical systems, as well as combustion gas pre-treatment systems, exhaust and engine cooling water heat recovery systems for the digested sludge treatment process and the combustion air cooling through the use of an absorption chiller and hot oil recirculation.

Project Executive, South District WWTP HLD Upgrade to 285-mgd Filter System, Miami-Dade Water & Sewer Department, Miami, FL

Mr. Buckley, as part of the executive bid team on this project, performed the pre-bid estimating for all of the wastewater treatment plant process equipment on this project. Then after contract award, acting as a project executive purchased, coordinated and scheduled the delivery all major process equipment for this project, including: (16) 200 hp Backwash Pumps, (7) 500 hp blowers, (12) mixers, switchgear, transformers, MCCs, (161) 24-inch motor operated control valves, (35) flow meters, (43) level transmitters, and multiple local control panels, and the process instrumentation package. These responsibilities included negotiating subcontract and purchase order terms and conditions with both contractor selected and Owner "sole-source" vendors and subcontractors, assuring that Miami-Dade County contract requirements were including in all subcontractor and vendor agreements. This \$135M project, part of the \$628M high-level disinfection project currently underway at the South District WWTP, entailed the construction of one of the largest deep bed sand filter systems in the US.

Project Executive, South District WWTP Fat, Oil & Grease Septage Facility, Miami-Dade Water & Sewer Department, Miami, FL

Mr. Buckley, as part of the executive bid team on this project, performed the pre-bid estimating for all of the wastewater treatment plant process equipment on this project. After contract award, he acted in a project executive role and purchased, coordinated, and scheduled for delivery all major process equipment for this project, including: grit pumps, overflow & flushing water pumps, slide, weir & sluice gates, submersible pumps, grit classifiers, mechanical bar screens, odor control systems, chemical systems, motor operated control valves, flow meters, level transmitters, local control panels, and the process instrumentation package.

Project Executive, Belle Glade Wastewater Treatment Plant Improvements, Glades Utility Authority, Belle Glade, FL

Mr. Buckley led this effort in a Principal-in-Charge and Lead Estimator capacity by managing the team of project managers, field staff and estimators. He produced initial and final cost estimates and managed purchasing and coordination of all major equipment and subcontractor packages; and performed general project oversight through all phases of construction. This \$1.6M project includes the installation of bar screen covers, oxidation ditch splash guards, sodium hypochlorite feed system and piping, automatic slide gate and fencing; the modifications of the headworks piping, deep injection well effluent piping, weir; and purchase of outdoor refrigerated samples, WAS pumps, and sludge pumps.

Project Executive, Hollywood Water Treatment Plant Electrical Power Generator System Expansion, Hollywood, Florida

This \$1.7 million project entails the construction of expansion of the generator system at the existing water treatment plant. Mr. Buckley produced initial and final cost estimates and managed purchasing and coordination of all major equipment and subcontractor packages; and performed general project oversight through all phases of construction. The contract includes the installation of a new 1500 kW, 13.2 kV diesel engine generator set in the existing Generator Building, modifications to the existing switchgear, low voltage MCC, and generator control system; the installation of new component panels for the existing generator section and a new door/panel for the master control section; modifications to existing SCADA systems; installation of a new fuel supply system, new engine cooling system and insulated piping; and removal of modified bitumen roofing and replacing with a new EPDM membrane roofing system.

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Project Executive, Hollywood Water Treatment Plant Membrane Replacement, Hollywood, Florida

Mr. Buckley led this effort in a Principal-in-Charge capacity by managing the team of project managers and field staff. He produced initial and final cost estimates and managed purchasing and coordination of all major equipment and subcontractor packages; and performed general project oversight through all phases of construction. This \$1.7M project entails the removal and replacement of the nano-filtration membrane elements in the seven existing membrane softening trains at the existing water treatment plant.

Project Executive, Wastewater Repump Stations A, B & E Rehabilitation, City of Fort Lauderdale, FL

Mr. Buckley led this effort in a Principal-in-Charge capacity by managing a team of four project managers and field staff which were charged with completion of all of the City of Fort Lauderdale work being completed concurrently at the time. In this role Mr. Buckley was a key factor in keeping all these projects on schedule and under budget by mitigating subcontractor and vendor claims and changes orders to the fullest extent possible. He produced initial and final cost estimates and managed purchasing and coordination of all major equipment and subcontractor packages; and performed general project oversight through all phases of construction. This \$11.7M project entailed the rehabilitation of three re-pump stations for the City of Fort Lauderdale. All electrical and mechanical equipment was replaced and upgraded including generators. All wastewater ductile iron pipelines associated with each respective pump station were replaced as well. A bypass system was installed to help manage the system flow at each pump station. Each station required a system shutdown to install the ductile iron pipe required during the allotted time frame. Major equipment for this project included: four 450 hp horizontal non-clog pumps, one 2,000 kw diesel-electric generator, one 900 kw diesel-electric generator, one 8,000 gallon above-ground fuel storage tank, four 250 horizontal non-clog pumps, three 60 hp horizontal non-clog pumps, four 160 V VFDs, and seven 480 V VFDs.

Project Executive, G.T. Lohmeyer WWTP Pumping System Improvements, City of Fort Lauderdale, FL

Mr. Buckley led this effort in a Principal-in-Charge capacity by managing a team of four project managers and field staff which were charged with completion of all of the City of Fort Lauderdale work being completed concurrently at the time. In this role Mr. Buckley was a key factor in keeping all these projects on schedule and under budget by mitigating subcontractor and vendor claims and changes orders to the fullest extent possible. He produced initial and final cost estimates and managed purchasing and coordination of all major equipment and subcontractor packages; and performed general project oversight through all phases of construction. This \$12.5M project entailed the following: replacement and upgrade of all field instrumentation, the replacement of the 750 kva generator with a new 1,200 kva generator and motor control center, and upgrade the fuel storage tank to current Building Code standards. At Pump Station No. 1, P&K replaced three 10-inch sewage pumps with three 10-inch horizontal sewage pumps. At Pump Station No. 2, P&K replaced three sewage pumps with three 8" vertical pumps. At Pump Station No. 3, P&K replaced all three 6-inch sewage pumps with three 6-inch vertical pumps. At the dewatering building, P&K replaced all eight sludge pumps with new 6-inch sludge pumps. At the Effluent Pump Station, P&K replaced all three non-potable water pumps.

Project Executive, Waste Management CNG Fueling Facility, Waste Management, Pompano Beach, FL

Mr. Buckley led this effort in a Principal-in-Charge capacity by managing the team of project managers, estimators and field staff. He produced initial and final cost estimates, negotiating the contract with the prime contractor who was working for Waste Management. During construction he managed purchasing, coordination of all major equipment and subcontractor packages and performed general project oversight through all phases of construction. This \$1.7M design-build project included the installation of a new water main under the existing truck parking area. Additionally, the project requires the installation of a new compressed natural gas system including equipment, piping, and remote fueling stations for mechanical, electrical and civil systems.

Project Executive, Peele-Dixie Membrane Plant, City of Fort Lauderdale, FL

Mr. Buckley led this effort in a Principal-in-Charge capacity by managing a team of four project managers which were charged with completion of all of the City of Fort Lauderdale work being completed concurrently at the time. In this role Mr. Buckley was a key factor in keeping all these projects on schedule and under budget by mitigating subcontractor and vendor claims and changes orders to the fullest extent possible. He produced initial and final cost estimates and managed purchasing and coordination of all major equipment and subcontractor packages; and performed general project oversight

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through all phases of construction. This \$27.3M project entailed the construction of the 12-mgd membrane softening water treatment facility at the existing plant which was built in 1926. In addition to the membrane facility, the project involved building generator and chemical buildings and installed four membrane process skid units each with 77 pressure vessels. The major components of the work included the installation of one 300 hp variable speed membrane feed pump, four raw water cartridge filters, a new high service pump station with five 250 hp vertical turbine high service pumps, three 60 hp transfer pumps, a new chemical tank farm, a metering pump building, and two 1750 kva emergency diesel generators.

Project Executive, Southern Regional WWTP Oxygen System Upgrade, City of Hollywood, FL

Mr. Buckley led this effort in a Principal-in-Charge capacity by managing a team of project managers and engineers during the RFQ, RFP, Design & Construction phases of the project. He produced initial and final cost estimates and managed purchasing and coordination of all major equipment and subcontractor packages; and performed general project oversight through all phases of construction. Mr. Buckley also played a key role in keeping all the projects on schedule and under budget by mitigating subcontractor and vendor claims and changes orders to the fullest extent possible. This \$10M design-build project rehabilitated the existing 64 TPD oxygen generation system for the City of Hollywood. The scope of the project included the preliminary and final design, permitting, and construction of the following project components: replacements of the dual 1,250 hp air compressors with three 900 hp units; rehabilitation of two existing LOX storage tanks and piping; rehabilitation of existing cryogenic oxygen generation system; installation of three new ambient air vaporizers, new instrument air compressor, and new instrument air piping; replacement of various piping systems with carbon steel, PVC, 316 stainless steel, and monel stainless steel, and miscellaneous site work. This project required meticulous up-front planning and scheduling, as well as extremely close coordination with the plant operating staff as the SRWWTP is an operating facility.

Project Manager, Fiveash Water Treatment Plant Upgrades – Phase 1, Ft. Lauderdale, FL.

This \$12.5 million project upgraded the entire water treatment plant's instrumentation and control system from the existing pneumatic control system to the state-of-the-art PLC and fiber optic control system. This required the replacement of more than 250 automatic control valves and the associated piping throughout the water treatment plant, including (11) on each of the (22) existing gravity filters. The project also involved replacing the main plant's core control system, installing four new lime slakers with new controls and instrumentation, two 200 HP high service pumps, new polymer distribution system with four new polymer feed pumps, a new lime sludge thickening tank with three submersible pumps, a new aqueous ammonia storage tank and pump building with two 10,000 gallon steel storage tanks and four metering pumps, and miscellaneous valves and control upgrades throughout the plant.

Project Manager, Fiveash Water Treatment Plant Filter Rehabilitation, Ft. Lauderdale, FL.

This \$2.4 million project entailed the rehabilitation of six of the existing (22) filters at the Fiveash Water Treatment Plant under the WaterWorks 2011 program. During the completion of the contract work, the City of Fort Lauderdale increased our scope of work from six to ten filters. Each of the ten filter rehabilitations included removal of the existing filter internals, including the underdrain system, media and surface wash piping. The inside concrete surfaces of all rehabilitated filters were refinished and prepared for the new underdrain and media installation. A new 316 stainless steel surface wash system was installed in each filter, and each pair of rehabilitated filters was tested, disinfected, and placed back into operational service within six weeks of being taken out of service.

Project Manager, Glades Road WTP 40-mgd Membrane Softening Process Addition, Boca Raton, FL.

This \$49.6 million project included the construction of a 40-mgd Membrane Softening Water Treatment Facility which included the installation of degasifiers, odor control system, and three 1.5 mW generators. To this date this facility remains one of the largest nano-filtration water treatment facilities in the world, having (12) membrane process skid units each with 96 pressure vessels and one 200 HP variable speed membrane feed pump. Also included under the scope of construction for this project was (4) raw water pressure filters rated for a total flow of 47-mgd, a new raw water booster pump station with (6) 250 HP constant speed pumps, a new high service pump station with (2) new dual drive high service pumps rated at 700 HP and 1200 HP, (3) new 100 HP vertical turbine transfer pumps, a new chemical tank farm and metering pump building, a new generator and switchgear building.

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Project Manager, G.T. Lohmeyer WWTP Effluent Pump Station, Ft. Lauderdale, FL.

This \$6.2 million project required the replacement of five deep well injection pumps. This project was particularly challenging as there was no effective way to isolate the wastewater treatment plant from the effluent pump station, as such all work during scheduled shut-downs had to be closely coordinated at night during low-flow conditions and could not exceed (4) hours. Construction consisted of the following elements: installation of two 1,250 HP – 15,200 GPM and three 1,750 HP – 22,800 GPM, 4,160 volt electric non-clog centrifugal pumps a new effluent pump control system, including new PLC's; wet well level controls, MMI systems and software, and a state-of-the-art pump monitoring system, measuring four temperatures and four vibration readings on each pump and motor. The project involved constructing a new electrical service distribution system for the new pumps, including a FPL vault, VFD control room, and all required HVAC systems

Project Manager, Glades Road Sodium Hypochlorite Generation System, Boca Raton, FL.

This \$4 million project included the following: demolition of the existing chlorine gas storage, handling and feed systems; rehabilitation of the existing chlorine storage area and chlorinator room; modifications to receive the new on-site generation and feed equipment; two 70-ton salt/brine tanks each equipped with a salt truck off-loading station and brine make-up water softener system; three 1,500 pound per day (ppd) electrolytic on-site sodium hypochlorite generation units; five 18,500 gallon sodium hypochlorite solution storage tanks; and six hypochlorite metering pumps (each equipped with variable frequency drives); and all associated sitework, yard piping, electrical, instrumentation, and controls improvements.

Additional Project Manager Experience:

Glades Road Wastewater Treatment Plant Sludge System Improvements, Boca Raton, Florida, 2003

Springtree Water Treatment Plant, Sunrise, Florida, 1998

9th Street Pump Station Improvements, Miami, Florida, 1998

Central District WWTP Oxygenation Generation, Miami, Florida, 1996

Central District WWTP Odor Control Facility No. 5, Miami, Florida, 1996

Bal Harbour Pumping Station, Miami, Florida, 1997

Alexander Orr WTP Softening Modifications, Miami, Florida, 1997

World Ford, Hollywood, Florida, 1999

Broward County Libraries Energy Conservation and Ice Storage Facility, Broward County, Florida, 1999

Miami International Airport Concourse "E" Satellite Extension Tunnel and Utility Corridor, Miami, Florida, 1999

Miami International Airport Concourse "J", Miami, Florida, 2000

Miami International Airport South Terminal Expansion, Miami, Florida, 2000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JAL Insurance Services 141 E. Commercial Blvd. Fort Lauderdale FL 33334		CONTACT NAME: John Lombardo PHONE (A/C No. Ext): (954) 958-0878 FAX (A/C No): (954) 958-0873 E-MAIL: jlombardo@jalinsurance.com ADDRESS: jlombardo@jalinsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: INTERNATIONAL INSURANCE COMPANY OF HAWAII	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		IG06C005040-00	04/13/2016	04/13/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Tamarac Purchasing & Contracts Division is added as an Additional Insured to all applicable policies.

CERTIFICATE HOLDER**CANCELLATION**

City of Tamarac Purchasing & Contracts Division 7525 NW 88th Avenue, Room 108 Tamarac FL 33321	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JAL INSURANCE SERVICES 141 E COMMERCIAL BLVD FORT LAUDERDALE FL 33334	CONTACT NAME: JOHN A. LOMBARDO PHONE (A/C No, Ext): (954) 958-0878 E-MAIL ADDRESS: JLOMBARDO@JALINSURANCE.COM FAX (A/C No): INSURER(S) AFFORDING COVERAGE INSURER A: FWCJUA INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED RF ENVIRONMENTAL SERVICES INC DBA MILAN CONSTRUCTION & 9301 SW 104TH COURT MIAMI FL 33176 FEIN: 811455710	NAIC #

COVERAGES

CERTIFICATE NUMBER: 1610240054

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	6G437318	7/8/2016	7/8/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000.00 E.L. DISEASE - EA EMPLOYEE \$ 100,000.00 E.L. DISEASE - POLICY LIMIT \$ 500,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Tamarac Purchasing & Contracts Division 7525 NW 99th Avenue, Room 108 Tamarac FL 33321 Phone Number: (954) 597-3570
--


CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

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AUTO -

Thank you for insuring with us! Here are your identification cards for proof of insurance.

National General  <small>Auto, Home & Health Insurance</small> Florida Commercial Insurance Identification Card			KEEP THIS CARD IN YOUR MOTOR VEHICLE		
Integon Preferred Insurance Company PO Box 3199 Winston Salem, NC 27102-3199		Company Number 09168	Report all accidents immediately to: National General Insurance		
Policy Number 2004347175	Effective Date 10/24/2016	Expiration Date 10/24/2017	Toll free at: 1-800-468-3466		
<input checked="" type="checkbox"/> Personal Injury Protection Benefits/ Property Damage Liability		<input checked="" type="checkbox"/> Bodily Injury Liability	AGENCY: 0221737 JAL Insurance Services Inc (954) 958-0878 141 E Commercial Fort Lauderdale, FL. 33334		
THADDEUS R BUCKLEY DBA RF ENVIRONMENTAL SERVICES, INC. 4324 NE 21ST AVE FORT LAUDERDALE FL 33308			Misrepresentation of insurance is a first degree misdemeanor		
2005 TOYT 4RUNNER JTEZU14R750052366			MOD: 00 10330 (01012011)		
NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE					

▲
Cut On Solid Line -- Fold On Dotted Line

These are your Temporary ID Cards.
Your Permanent ID Cards will arrive soon in the mail with your Policy.

0000000809156800010080857200025940020300190000030005

Applicant's Statement	
Are any vehicles used for food delivery with orders placed with less than 1 day notice?	NO
Are any vehicles used for business outside of the stated radius?	NO
Do any vehicles have a Gross Vehicle Weight (GVW) over 66,000 pounds?	NO
Do any vehicles have a stated amount value over \$150,000?	NO
Are any vehicles used to transport passengers (excludes courtesy transportation such as hotel/airport shuttles)?	NO
Are any vehicles tow trucks or car carriers used in repossessions?	NO
Are any vehicles used for emergency purposes?	NO
Are any vehicles leased to others?	NO
Are any vehicles tractor trailers?	NO
Are any vehicles mobile home toters?	NO
Do any vehicles have truck-mounted campers?	NO
Are any vehicles standard pickup trucks that have been converted to wreckers?	NO
Are any vehicles cement trucks/concrete mixers?	NO
Are any vehicles used for garbage or recycling (excludes vehicles transported by a roll on container vehicle)?	NO
Are any vehicles used for septic tank waste removal?	NO
Are any vehicles used to haul steel, coal, logs or pulpwood?	NO
Are any vehicles homemade, constructed, or customized vehicles; buses; motorhomes (including vehicles used as a principal residence)?	NO
Are any vehicles used to carry hazardous materials or flammable substances?	NO
Are any vehicles a residential ice cream risk requesting limits greater than 50/100/25 or 100 Combined Single Limits?	NO
Are any vehicles non-licensed mobile equipment designed for off-public-road use?	NO
Is Named Insured a government entity?	NO
Are there any drivers that have a suspended or revoked license without a financial responsibility filing or exclusion on the policy?	NO
Are there any drivers with two or more major violations?	NO
Are there any drivers age 16-19 with two or more occurrences?	NO
Are there any drivers with six or more occurrences?	NO
Is Named Insured more than one corporation?	NO
Are any vehicles tank trucks with glass-lined tanks, or that transport milk, or with capacity greater than 1,400 gallons if not baffled?	NO
Are any vehicles used to carry firearms, or transport guard dogs?	NO
Are any vehicles used as courier/delivery vehicles driven under special time constraints?	NO
Are any vehicles salvage vehicles requiring physical damage coverages or kit cars or antique vehicles?	NO
Are any vehicle grey market vehicles (vehicles not manufactured for sale in the United States)?	NO
Has the applicant or any listed driver been convicted, plead guilty, nolo contendere, or no contest to any felony other than alcohol-related driving offenses during the last 10 years?	NO
<p>If your vehicle is subject to the Federal Motor Carrier Safety Regulation and/or the Motor Carrier Safety Regulation of the state in which that vehicle is principally garaged, then are you out of compliance with those regulations including, but not limited to:</p> <ul style="list-style-type: none"> • completing background checks to confirm that there are no drivers with a driving history or criminal history that would disqualify them as a driver under the Federal (or state) Motor Carrier Safety Regulation; • maintaining log books for all drivers who drive vehicles that are subject to the Federal (or state) Motor Carrier Safety Regulation; and • providing the required training for all drivers according to the Federal (or state) Motor Carrier Safety Regulation? 	NO

000000008091567000100808857200025940020300190000020005

Coverage Information - 2005 TOYT 4RUNNER SR5/SPORT EDITION		
Coverages	Limits/Deductibles	Premium
Bodily Injury / Property Damage - Combined Single Limit	\$1,000,000 Combined Single Limit	\$1,821.00
Personal Injury Protection	Basic \$10,000 with \$0 Ded	\$520.00

Combined Vehicle Premium:	\$2,341.00
Additional Charges:	\$0.00
Total 12 Month Policy Premium:	\$2,341.00

Driver, Employee and Household Member Information - List all persons of eligible driving age or permit age.								
	Name (As shown on license)	Drivers License Number	License State	Driver Status	Date of Birth	Gender	Marital Status	Relationship to Applicant
1	Thaddeus Buckely	XXXXXXXX 4230	FL	Owner Driver	11/23/1970	Male	Married	Business Owner

Driver, Employee and Household Member Information (continued)		
	SR-22/FR-44	Discounts and Surcharges
1	No	

Florida
Commercial Auto
Insurance Application

Integon Preferred Insurance
Company

PO Box 3199
Winston Salem, NC 27102-3199

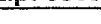
FL

Policy #: 2004347175	Effective Date: 10/24/2016	Time: 5:43 PM	Amount Enclosed: \$234.10
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Agency Information

Agency Name: JAL Insurance Services Inc	Producer: John Anthony Lombardo
Agency Number-Producer Code: 0221737	Agency License Number: 1942402
Agency E-Mail: jlombardo@jalinsurance.com	

Applicant Information

Applicant Name: THADDEUS R BUCKLEY		Social Security #: XXX-XX-8981	
Mailing Address: 4324 NE 21st Ave	City: Fort Lauderdale	State: FL	Zip: 33308
E-Mail Address: thad3939@gmail.com	Phone Number: 954-605-6711	Work Number: 	
Entity: Corporation	Occupation: Plumber	DBA: RF ENVIRONMENTAL SERVICES, INC.	

Payment Options

Policy Term: 12 Months	# of Payments: 10	Payment Type: Direct Bill	Account #:
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Underwriting Information

Prior Company Name: GEICO	Policy Discount and Surcharge Information
Prior Policy Expiration/ Cancellation Date: 1/14/2017	Paperless Discount
Prior BI Limits: \$100,000 / \$300,000	Package Discount

Vehicle Information

Veh	Terr	Year	Make	Model	Body Style	Serial (VIN) Number	Usage
1	79	2005	TOYT	4RUNNER SR5/SPORT EDITION	WAGON 4 DOOR 6 Cyl 4x2	JTEZU14R750052366	Business and Personal Use

Vehicle Information (continued)

Veh	Garaging Address/Zip Code (if different from mailing address above)	G.V.W.	#Job Sites Per Day	Use Class	Discounts and Surcharges
1	33308		1	S	Airbag Discount, Anti-lock Brakes Discount, Anti-theft Discount

Vehicle Information (continued)

Veh	Miles Maximum Radius of Operation	Policy Coverage Level	Vehicle Value	Actual Cash Value
1	100	Scheduled Auto		

Vehicle Registration

Veh	Name	Address—Street, City, State, Zip
1		4324 NE 21st Ave Fort Lauderdale FL 33308

Licensee

Name: **BUCKLEY, THADDEUS R** License Number: **1518671**
Rank: **Certified General Contractor** License Expiration Date: **08/31/2016**
Primary Status: **Current** Original License Date: **05/18/2010**
Secondary Status: **Active**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
	Current	RF ENVIRONMENTAL SERVICES, INC.	Primary Qualifying Agent for Business	03/24/2016	Construction Business Information	

Licensee

Name: **BUCKLEY, THADDEUS R** License Number: **1250334**
Rank: **Certified Mechanical Contractor** License Expiration Date: **08/31/2016**
Primary Status: **Current** Original License Date: **05/22/2013**
Secondary Status: **Active**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
	Current	RF ENVIRONMENTAL SERVICES, INC.	Primary Qualifying Agent for Business	03/24/2016	Construction Business Information	

☒ Print all related licenses.

Licensee

Name: **BUCKLEY, THADDEUS R** License Number: **1429319**
Rank: **Certified Plumbing Contractor** License Expiration Date: **08/31/2016**
Primary Status: **Current** Original License Date: **06/25/2015**
Secondary Status: **Active**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
	Current	RF ENVIRONMENTAL SERVICES, INC.	Primary Qualifying Agent for Business	03/24/2016	Construction Business Information	

☒ Print all related licenses.

Licensed

Name: **BUCKLEY, THADDEUS R**
Rank: **Certified Pollutant Storage Contractor**
Primary Status: **Current**
Secondary Status: **Active**

License Number: **1256939**
License Expiration Date: **08/31/2016**
Original License Date: **12/17/2014**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
		Current RF ENVIRONMENTAL SERVICES, INC.	Primary Qualifying Agent for Business	03/24/2016	Construction Business Information	



Title - TR12892 - Bid 17-01B Aquatic Center Pumping System Improvements Project

Item No. 6 (e) on the Consent Agenda. (TR12892) A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to award Bid No. 17-01B and execute an Agreement with R.J. Sullivan Corp., for the Aquatic Center Pumping System Improvements Project, for an amount not to exceed \$367,500; a contingency amount of \$22,500 will be added to the project account for a total project budget of \$390,000; authorizing an expenditure of \$367,500 plus contingency of \$22,500; providing for conflicts; providing for severability; and providing for an effective date. - ***Parks & Recreation Director Greg Warner and Purchasing/Contracts Manager Keith Glatz***

Commission District(s):

District 2

ATTACHMENTS:

Description	Upload Date	Type
▣ TR12892 - MEMO - Bid No 17-01B - Pumping System Improvements	11/28/2016	Cover Memo
▣ TR12892 - RESO - Bid No 17-01B - Pumping System Improvements	11/29/2016	Resolution
▣ TR12892 - EXHIBIT 1 - Ranking Sheet - Bid No 17-01B - Pumping System Improvements	11/28/2016	Exhibit
▣ TR12892 - EXHIBIT 2 - Agreement - Bid No 17-01B Pumping System Improvements	12/7/2016	Exhibit

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
PARKS AND RECREATION**

TO: Michael C. Cernech, City Manager DATE: November 23, 2016,

**FROM: Gregory Warner, Director of Parks
and Recreation**

**RE: Temp. Reso. #12892 – Award of
Bid #17-01B – Aquatic Center
Pumping System Improvements
Project**

Recommendation:

I recommend authorizing the appropriate City Officials to award Bid #17-01B and execute an Agreement with R.J. Sullivan Corp., for the Aquatic Center Pumping System Improvements Project for a bid amount of \$367,500; plus a contingency amount of \$22,500, for a total project budget of \$390,000.

Issue:

Award of Bid #17-01B to R.J. Sullivan Corp., for the Aquatic Center Pumping System Improvements Project

Background:

The Aquatic Center Pumping System Improvements Project will include the layout of the pump room to allow for easier access along with the replacement of five (5) new pumps, two (2) chemical feeders, two (2) new chemical controllers and two (2) variable frequency drives for pumps 1 and 2. The existing pumps which operate the main pool and activity pool are nearing their useful life expectancy. The new pumps and controllers will provide better efficiency and will save electricity by lowering RPMs after peak usage hours.

The City advertised and issued Invitation for Bid #17-01B on October 2, 2016. The bid was opened on October 27, 2016, with four (4) firms responding. The two (2) lowest firms, Reliable Pool and Sammet Pool were rejected as being non-responsive because both firms failed to provide all of the necessary submittal information required by the bid terms and conditions. As a result, staff and Eckler Engineering, the Consulting Engineer, has recommended that the award be made to R. J. Sullivan, the lowest responsive and responsible bidder.

Temp. Reso. #12892 authorizes the award of Bid #17-01B to R.J. Sullivan, at a cost not to exceed \$367,500, plus a contingency amount of \$22,500, for a total project budget of \$390,000, and authorizes the appropriate City Officials to execute an Agreement between the City of Tamarac and R.J. Sullivan Corp., for the Aquatic Center Pumping System Improvements Project.

The work shall be completed within 150 days following the City's Notice to Proceed.

Fiscal Impact:

The Agreement with R.J. Sullivan Corp., is for an amount not to exceed \$367,500. A contingency amount of \$22,500 will be added to the project account, for a total project budget

of \$390,000. Funds will be available in the account 303-7030-572.63.10, "Improvements Other than Bldg./Construction" (Project #PW16D).

A handwritten signature in black ink, appearing to read "Gregory Warner", with a long horizontal flourish extending to the right.

Gregory Warner

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 AWARD BID NO. 17-01B AND EXECUTE AN AGREEMENT WITH R.J. SULLIVAN CORP., FOR THE AQUATIC CENTER PUMPING SYSTEM IMPROVEMENTS PROJECT, FOR AN AMOUNT NOT TO EXCEED \$367,500; A CONTINGENCY AMOUNT OF \$22,500 WILL BE ADDED TO THE PROJECT ACCOUNT FOR A TOTAL PROJECT BUDGET OF \$390,000; AUTHORIZING AN EXPENDITURE OF \$367,500 PLUS CONTINGENCY OF \$22,500; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac desires to provide its residents and visitors a higher level of service by enhancing and improving its outdoor recreation facilities and environment; and

WHEREAS, the Caporella Aquatic Center opened in the spring of 2007; and

WHEREAS, the facility has become a very popular destination for residents and visitors alike; and

WHEREAS, the facility is used for swim lessons, recreational swimming, and more; and

WHEREAS, the pumps and controllers used to operate both the main pool and the activity pool are nearing their useful life expectancy; and

WHEREAS, the City published Invitation to Bid No. 17-01B for the Aquatic Center Pumping System Improvements Project on October 2, 2016; and

WHEREAS, Bid #17-01B, including all addendums, is incorporated by reference and available in the Office of the City Clerk; and

WHEREAS, the City received four (4) responses, and examined responses from Reliable Pool Contractors, Inc., Sammet Pools, Inc., R.J. Sullivan Corp. and TCS Contracting Corp.; and

WHEREAS, a copy of the ranking sheet is attached hereto as "Exhibit 1"; and

WHEREAS, bids from Reliable Pool Contractors, Inc., and Sammet Pools, Inc. were not responsive to the City's requirements due to omissions in their bid submittals; and

WHEREAS, the bid from R.J. Sullivan Corp., was deemed the most responsive and responsible bidder, a copy of said Bid is incorporated by reference and available in the Office of the City Clerk; and

WHEREAS, the City of Tamarac has drafted a contract with R.J. Sullivan, for their services at the bid price not to exceed \$367,500, plus a contingency amount of \$22,500, for a total project budget of \$390,000, attached hereto as "Exhibit 2"; and

WHEREAS, it is the recommendation of the Director of Parks and Recreation and the Purchasing and Contracts Manager that Bid No. 17-01B and the contract for the Aquatic Center Pumping System Improvement Project be awarded to R.J. Sullivan Corp.; and

WHEREAS, the City Manager, or his designee, shall be authorized to make changes, issue Change Orders pursuant to Section 6-147(j) of the City Code, and close the contract award including, but not limited to making final payment and release of any bonds when the work has been successfully completed within the terms and conditions of the contract and within the price; 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 Bid No. 17-01B entitled "Aquatic Center Pumping System Improvements" to R.J. Sullivan Corp., and execute an Agreement attached hereto as "Exhibit 2", for an amount not to exceed \$367,500, and a contingency allowance will be added to this project to be used only on an as-need basis.

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

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

SECTION 2: R.J. Sullivan Corp., is awarded Bid No. 17-01B for the Aquatic Center Pumping System Improvements Project at a cost of \$367,500.00, and a contingency in the amount of \$22,500.00, for a total budget of \$390,000.

SECTION 3: The appropriate City officials are hereby authorized to execute an Agreement between the City of Tamarac and R.J. Sullivan Corp., in the bid amount of \$367,500.00, for the Aquatic Center Pumping Systems Improvement Project, attached hereto as "Exhibit 2", and a contingency allowance will be added to this project to be used only on an as-needed basis.

SECTION 4: That funding will be available in the appropriate Parks and Recreation Accounts.

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.

HARRY DRESSLER
Mayor

ATTEST:

PATRICIA TEUFEL, CMC
City Clerk

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

SAMUEL S. GOREN
City Attorney

17-01B -Aquatic Center Pumping System Improvements Project Complete Bid Tab							
ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	Reliable Pool Contractors, Inc.	Sammet Pools, Inc.	R.J. Sullivan Corp.	TCS Contracting Corp.
1	Total Not to Exceed Cost for the Aquatic Center Pumping System Improvements Project	LS	1	\$ 340,000.00	\$ 348,000.00	\$ 367,500.00	\$ 374,000.00
Grand Total:				\$340,000.00	\$348,000.00	\$367,500.00	\$374,000.00



Senior Procurement Officer

10/28/2016

Andrew J. Rozwadowski

Aquatic Center Pumping System Improvements Project
BETWEEN THE CITY OF TAMARAC
AND
R. J. SULLIVAN CORP.

THIS AGREEMENT is made and entered into this ____ day of _____, 2016 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and R. J. SULLIVAN CORP., a Florida corporation with principal offices located at 2001 NW 22ND ST POMPANO BEACH, FL 33069 (the "Contractor") to provide for the Aquatic Center Pumping System Improvements Project.

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

1) The Contract Documents

The Contract Documents consist of this Agreement, Bid Document No. 17-01B – Aquatic Center Pumping System Improvements Project, including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid No. 17-01B as issued by the City, and the Contractor's Proposal, Bid No. 17-01B as issued by City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other Contract Documents, this Agreement shall prevail.

2) The Work

2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to complete the scope of work, as outlined in the contract documents.17-01B

2.1.2 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

2.1.3 Contractor shall provide the City with seventy-two (72) hours written

notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

- 2.1.4** Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3) Insurance

- 3.1.** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

4) Time of Commencement and Substantial Completion

- 4.1** The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than ten (10) days after the date that Contractor receives the City's Notice to Proceed. The work shall be completed within 150 days from issuance of City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. For the purposes of this Agreement, completion shall mean the issuance of final payment.
- 4.2** During the pre-construction portion of the work hereunder, the parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained by the City in accordance with the Schedule included in the Contract Documents. In the event that any delays in the

pre-construction or construction portion of the work occur, despite the diligent efforts of the parties hereto, and such delays are the result of force majeure or are otherwise outside of the control of either party hereto, then the parties shall agree on an equitable extension of the time for substantial completion hereunder and any resulting increase in general condition costs.

5) Contract Sum

The Contract Sum for the above work is Three Hundred Sixty Seven Thousand Five Hundred Dollars and Zero cents (\$367,500.00).

6) Payments

Payment will be made monthly for work that has been completed, inspected and properly invoiced. A retainage of ten percent (10%) will be deducted from monthly payments until 50% of the project is complete. Retainage will be reduced to five percent (5%) thereafter. Retainage monies will be released upon satisfactory completion and final inspection of the work. Invoices must bear the project name, project number, bid number and purchase order number. City has up to thirty (30) days to review, approve and pay all invoices after receipt. The Contractor shall invoice the City and provide a written request to the City to commence the one (1) year warranty period. All necessary Releases of Liens and Affidavits and approval of Final Payments shall be processed before the warranty period begins. All payments shall be governed by the Florida Prompt Payment Act, F.S., Part VII, Chapter 218.

7) Remedies

7.1 Damages: The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.

7.2 Correction of Work: If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City shall be the sole judge of non-conformance and the quality of workmanship.

8) Change Orders

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

work. All Change Orders shall include overhead and profit, not to exceed five percent (5%) and five percent (5%) respectively.

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

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

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

8.5 Any claim for an extension of the Contract Time shall be based on written notice delivered by the party making the claim to the other party no later than fifteen (15) days after the occurrence of the event giving rise to the claim. Notice of the extent of the claim shall be delivered with supporting data and stating the general nature of the claim. Contractor hereby agrees to waive rights to recover any lost time or incurred costs from delays unless Contractor has given the notice and the supporting data required by this Paragraph.

8.6 Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the Contractor can clearly demonstrate that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of delay, available to absorb specific delays and associated impacts is used.

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

proof of such adjustment to the City Failure of the Contractor to obtain such approval from the Surety may be a basis for termination of this Contract by the City.

9) No Damages for Delays

ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE AGREEMENT. EXCEPT AS PROVIDED HEREIN, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the construction cost or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages including but no limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of City or its agents. In addition, if Contractor is delayed at any time in the progress of the Work by an act or neglect of the City's employees, or separate contractors employed by the City, or by changes ordered in the Work, or by delay authorized by the City pending arbitration, then the Contract Time shall be reasonably extended by Change Order, and the Guaranteed Maximum Price shall be reasonably increased by Change Order in order to equitably increase the general conditions component of the Guaranteed Maximum Price. Furthermore, if Contractor is delayed at any time in the progress of the Work by labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the City and Contractor agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data as recorded by the United States Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.

10) Waiver of Liens

Prior to final payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release City from all claims of liability by Contractor in connection with the agreement.

11) Warranty

Contractor warrants the work against defect for a period of one (1) year from the date of final payment. In the event that defect occurs during this time, Contractor shall perform such steps as required to remedy the defects. Contractor shall be responsible for any damages caused by defect to affected area or to interior structure. The one (1)

year warranty period does not begin until approval of final payment for the entire project, and the subsequent release of any Performance or Payment Bonds, which may be required by the original bid document.

12) Indemnification

12.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

12.2 The City and Consultant recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Consultant and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Consultant. Furthermore, the City and Consultant understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Consultant's responsibility to indemnify.

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

13) Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the

following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

14) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

15) Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

16) Notice

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

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue

Tamarac, FL 33321

With a copy to the City Attorney at the following address:

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

CONTRACTOR

R. J. SULLIVAN CORP.
2001 NW 22ND ST
POMPANO BEACH, FL 33069
59-1634796
(954) 975-0388
bidding@rjsullivancorp.com

17) Termination

- 17.1 Termination for Convenience:** This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.
- 17.2 Default by Contractor:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

18) Public Records

- 18.1** The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
- 18.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- 18.1.2 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

18.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

18.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

18.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Article 17 "Termination" herein.

19) Agreement Subject to Funding

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

20) Venue

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

21) Signatory Authority

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

22) Severability; Waiver of Provisions

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

23) Uncontrollable Circumstances

23.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable

diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

- 23.2** Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

24) Merger; Amendment

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

25) No Construction Against Drafting Party

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

26) Public Records

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

26.1.1 Keep and maintain public records required by the City in order to perform the service;

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

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

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

26.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

27. PUBLIC RECORDS CUSTODIAN

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

**CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**

Remainder of Page Intentionally Blank

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its President duly authorized to execute same.

CITY OF TAMARAC

Harry Dressler, Mayor

Date

ATTEST:

Michael C. Cernech, City Manager

Patricia A. Teufel, CMC
City Clerk

Date

Approved as to form and legal sufficiency:

Date

City Attorney

Date

ATTEST:

R. J. SULLIVAN CORP.

Company Name



Signature of Corporate Secretary



Signature of President/Owner



Type/Print Name of Corporate Secy.

Casey R. Sullivan

Type/Print Name of President

(CORPORATE SEAL)



Date

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida :
COUNTY OF Broward :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Casey R. Sullivan, of R.J. Sullivan Corp.

a Florida Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

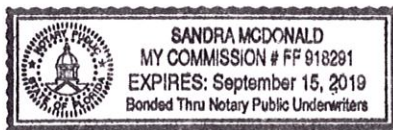
WITNESS my hand and official seal this November 21, 2016.



Signature of Notary Public
State of Florida at Large



Print, Type or Stamp
Name of Notary Public



☒ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

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



RJSULLI-01

NASSERV

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 Insurance Office of America, Inc. Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: PHONE (A/C, No, Ext): (561) 776-0660 FAX (A/C, No): (561) 776-0670 E-MAIL ADDRESS:																					
INSURED R J Sullivan Corp. 2001 NW 22nd Street Pompano Beach, FL 33069	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Colony Insurance Company</td><td>39993</td></tr><tr><td>INSURER B:</td><td>American Economy Insurance Company</td><td>19690</td></tr><tr><td>INSURER C:</td><td>Insurance Company of the West</td><td>27847</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Colony Insurance Company	39993	INSURER B:	American Economy Insurance Company	19690	INSURER C:	Insurance Company of the West	27847	INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Incl. Professional <input checked="" type="checkbox"/> Incl. Pollution GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PACE302898	12/28/2015	12/28/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMPLOYEE BENEFIT \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			02CE2285314	12/28/2015	12/28/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			EXC302899	12/28/2015	12/28/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WFL503229000	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	<input checked="" type="checkbox"/> Pollution			PACE302898	12/28/2015	12/28/2016	Claims Made Policy \$ 1,000,000
A	<input checked="" type="checkbox"/> Pollution			PACE302898	12/28/2015	12/28/2016	Deductible 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

With respect to General Liability Blanket Additional Insured, including Products & Completed Operations, Primary & Noncontributory and Blanket Waiver of Subrogation, when required in prior written contract.

With respect to Auto Liability, Blanket Additional Insured, when required in prior written contract.

With respect to the Workers Compensation, Blanket Waiver of Subrogation when required in written contract.
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Tamarac
7525 NW 88th Avenue
Tamarac, FL 33321

AUTHORIZED REPRESENTATIVE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



AGENCY CUSTOMER ID: RJSULLI-01

NASSERV

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Insurance Office of America, Inc.		License # 0E67768	NAMED INSURED R J Sullivan Corp. 2001 NW 22nd Street Pompano Beach, FL 33069 Broward
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

30 Days written cancellation notice provided except 10 days notice of cancellation for non payment of premium.

City of Tamarac & Eckler Engineering, Inc. is listed as Additional Insureds with respects to the General Liability as per written contract.



Title - TR12888 - Awarding ITB# 16-16-RB for Fire Station 15 Bay Door Replacement Bid

Item 6 (d) on the Consent Agenda. (TR12888) A Resolution of the City Commission of the City of Tamarac, Florida approving the award of Invitation To Bid (ITB) # 16-16-RB to Miner Florida LTD. for the purchase and replacement of Fire Station 15 four-fold bay doors in an amount not to exceed \$188,746.67 which includes a not to exceed cost of \$171,587.89 and a contingency of \$17,158.78, and to authorize the appropriate City Officials to execute an agreement with Miner Florida LTD. providing for conflicts; providing for severability; and providing for an effective date.

Assistant Chief/Operations Percy Sayles, Assistant Public Works Director/City Engineer John Doherty and Purchasing Contracts Manager Keith Glatz

Commission District(s):

District 2

ATTACHMENTS:

Description	Upload Date	Type
▣ TR#12888 Memo	11/18/2016	Cover Memo
▣ TR#12888 - Resolution	12/2/2016	Resolution
▣ TR#12888 Exhibit 1	11/17/2016	Exhibit
▣ TR#12888 Exhibit 2	11/17/2016	Exhibit
▣ TR#12888 Back Up 1	11/17/2016	Backup Material
▣ TR#12888 Back Up 2	11/17/2016	Backup Material

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
FIRE DEPARTMENT**

TO: Mike C. Cernech, City Manager

DATE: November 15, 2016

FROM: Mike Burton, Fire Chief

RE: TR #12888 - Awarding ITB #16-16-RB for Fire Station 15 Bay Door Replacement Bid

Recommendation:

To place TR#12888 on the Agenda for the December 14, 2016 Commission Meeting to award Invitation to Bid (ITB) #16-16-RB to Miner Florida LTD. for the purchase and replacement of Fire Station (FS) 15 front bay doors in an amount not to exceed \$171,587.89. A contingency in the amount of \$17,158.78 (10% of the contract cost) will be added to the Project Account for a total project budget of \$188,746.67.

Issue:

To award ITB #16-16-RB and execute a contract with Miner Florida LTD. for the purchase and replacement of FS15 bay doors in FY17.

Background:

FS15 bay doors are in need of replacement due to constant malfunctioning and reaching the end of their estimated useful life.

The bay doors installed in 2005 for FS15 are the overhead style door that has a lifting motor attached to a top panel of the bay door. The overhead door is a great option for a routine usage door; however, in the fire rescue application routine usage is not the norm. In fact, the front bay doors in a fire station are constantly opened and closed causing significant wear and tear on the components of the door system.

The bay door and more importantly the door components, opening motor, door rollers, door tracks and lifting springs have begun to fail at an increased rate. Each time a door malfunctions an emergency response is potentially impacted along with compromising the safety of fire personnel, security of the fire station, protection of vehicle and public services compound.

After conducting extensive research on what kind of bay doors will be installed at the FS15, it is recommended to install *four fold doors* vs. *overhead doors*. A comparison between four fold doors and overhead doors demonstrates that four fold doors have a greater installation cost but are virtually maintenance-free and less likely to need repairs over the life of the doors in comparison to overhead doors with a cheaper installation cost but more maintenance and repairs costs.

Other benefits of four fold doors vs. overhead doors are:

<u>Four Fold Doors</u>	<u>Overhead Doors</u>
▽ Require oil lubricating maintenance only; practically maintenance free	▽ Require more frequently costly maintenance
▽ Doors move approximately 24 inches per second, taking less than 7 seconds to open fully	▽ Doors move approximately 8-12 inches per second, taking 14-21 seconds to open fully
▽ Cycle life of 1-2 million cycles	▽ Cycle life of approximately 25,000 cycles; possibly 100,000 with upgraded spring
▽ Doors will continue to operate with dents, and similar damage	▽ Doors will typically not operate when damaged

An Invitation to Bid was initiated on September 7, 2016 (ITB 16-16-RB) for FS15 and included FS41 to determine the feasibility of replacement both Fire Stations' bay doors, this document is available on file in the Office of City Clerk (back up 1). Within that document was a detailed questionnaire which addressed the minimum specification requirements, along with cost and maintenance factors.

It was determined that FS41 bay doors will not be replaced with bi fold doors due to the City CIP planned demolition and replacement of FS41 within the next 10 years. FS41 bay doors will be addressed with an alternative option and most cost effective for the City at a later date.

The closing date for the ITB process was September 27, 2016, and two (2) proposals were received and opened. The Purchasing, Public Services, and Fire Departments representatives have reviewed the proposals based on a weighted criteria described in ITB#16-16-RB attached hereto as Exhibit 1. The weighted criteria consisted of the following:

- Security Factors
- Maintenance and installation costs
- Accident avoidance
- Uniformity

Miner Florida LTD. was the company determined to be lowest responsive and responsible bidder meeting all the bid requirements and offered the lowest quote for an amount of \$171,587.89 with a \$17,158.78 contingency; this document is available on file in the Office of City Clerk (back up 2).

The Public Services Director, the Fire Chief, and the Purchasing & Contracts Manager recommend that it is in the best interest of the City to award Miner Florida LTD. the contract to FS15 bay doors removal and four fold door installation for the Tamarac Fire Department attached hereto as Exhibit 2.

All installations will be done in strict compliance with the Florida Building code specifications, and all materials will be certified to meet the wind and impact standards of the current local codes. The Tamarac Building Department will inspect and certify installation according to the manufacturer's specifications.

Fiscal Impact:

Funding for the Fire Station 15 bay doors is included in the Fund 301 – Capital Equipment Fund in Project CE16D – Fire Doors Station 15 Replacement in the amount of the \$188,747.

Although no significant issues are anticipated, the 10% of the contract cost contingency is reasonable considering the nature of the project.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2016 - _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA APPROVING THE AWARD OF INVITATION TO BID (ITB) # 16-16-RB TO MINER FLORIDA LTD. FOR THE PURCHASE AND REPLACEMENT OF FIRE STATION 15 FOUR-FOLD BAY DOORS IN AN AMOUNT NOT TO EXCEED \$188,746.67 WHICH INCLUDES A NOT TO EXCEED COST OF \$171,587.89 AND A CONTINGENCY OF \$17,158.78, AND TO AUTHORIZE THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH MINER FLORIDA LTD. PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Fire Station (FS) 15 bay doors are in need of replacement due to constant malfunctioning and reaching the end of their estimated useful life; and

WHEREAS, FS 15 bay doors were installed in 2005 and are overhead style doors which are not the best option for a fire station constant utilization which causes significant wear and tear on the components of the door system; and

WHEREAS, every time a door malfunctions, an emergency response is potentially impacted along with compromising the safety of fire personnel, security of the FS, protection of emergency vehicles; and

WHEREAS, after conducting extensive research on what kind of bay doors will be installed at the FS15, it is recommended to install four fold style doors; and

WHEREAS, the comparison of four fold doors vs. overhead doors demonstrated that four fold doors have a greater installation cost but are virtually maintenance free and less likely to need repairs over the life of the doors in comparison with overhead doors; and

WHEREAS, an invitation to Bid was initiated on September 7, 2016 (ITB 16-16-RB), with a closing date of September 27, 2016, a copy of which is on file with the City Clerk; and

WHEREAS, two proposals were received and representatives from Public Services, Purchasing and Fire Departments reviewed the proposals; and

WHEREAS, Miner Florida LTD. is the company determined to be the lowest responsive and responsible bidder, meeting all the bid requirements and offering the lowest quote for an amount of \$171,587.89; a copy of the bid tabulation is attached hereto as Exhibit 1; and

WHEREAS, the recommendation of the Public Services Director, Fire Chief and Purchasing and Contracts Manager is to award Invitation for Bid (ITB) # 16-16-RB to Miner Florida LTD. for the purchase and replacement of FS 15 four-fold bay doors for a total contract amount not to exceed \$188,746.67 which includes a not to exceed cost of \$171,587.89 plus a contingency of \$17,158.78, and to authorize the appropriate City Officials to execute an Agreement with Miner Florida LTD. attached hereto to as Exhibit 2; and

WHEREAS, the City Commission of the City of Tamarac deems it to be in the best interest of the citizens and residents of the City of Tamarac to award Invitation for Bid (ITB) # 16-16-RB to Miner Florida LTD. for the purchase and replacement of FS 15 four-fold bay doors for a total contract amount not to exceed \$188,746.67 which includes a not to exceed cost of \$171,587.89 plus a contingency of \$17,158.78, and to authorize the appropriate City Officials to execute an Agreement with Miner Florida LTD.

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 expressly incorporated herein and made a part hereof.

SECTION 2: The City Commission approves the award of Invitation for Bid (ITB) # 16-16-RB to Miner Florida LTD. for the purchase and replacement of FS 15 four-fold bay doors for a total contract amount not to exceed \$188,746.67 which includes a not to exceed cost of \$171,587.89 plus a contingency of \$17,158.78, and to authorize the appropriate City Officials to execute an Agreement with Miner Florida LTD.

SECTION 3: Funding is available for the purchase and replacement of FS15 bay doors from the appropriate operations account at a total cost not to exceed \$188,746.67 including a \$17,158.78 contingency.

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:

PAT A. TEUFEL, CMC
CITY CLERK

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

SAMUEL S. GOREN
CITY ATTORNEY

16-16RB - REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS Complete Bid Tab				
ITEM NO.	DESCRIPTION	UNIT	ARZ Builders, Inc.	Miner South Florida
1	Fire Station #15 6000 Hiatus Road Tamarac, Florida 33321	EA	\$ 188,250.00	\$ 171,587.89
	Installation of (4) four (16') sixteen feet high by (14') fourteen feet wide garage door units.			
2	Fire Station #41 7501 NW 88th Tamarac, Florida 33321	EA	\$ 148,250.00	\$ 180,599.11
	Installation of (4) four (14') fourteen feet high by (13') thirteen feet and (10") ten inches wide garage door units.			
Grand Total:			\$336,500.00	\$352,187.00



Senior Procurement Officer

10/12/2016

Andrew J. Rozwadowski

EVALUATION**Bid No. 16-16RB****REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS**


Bid Opening Date: October 12, 2016 @ 3:00 P.M.

BIDDER	Bidder Acknowledgement Bid Form	Non-Collusive Bid Bond	Bidder's Qualification Statement Affidavit	Certification References	Drug-Free Workplace Form	Certified Resolution List	Proof of Insurance Licenses	Addendum No. 1	Addendum No. 2	Addendum No. 3	Submitted PDF Version Saved to U:/ Drive	Total Base Bid
ARZ Builders, Inc.	X	X	X	X	X	X	X	X	X	X	X	#REF!
Miner South Florida	X	X	X	X	X	X	NR	X	X	X	X	#REF!

X = Necessary documents were submitted

NR = Not Received

N/A - Not Applicable



Andrew J. Rozwadowski
Senior Procurement Officer
10/13/2016

Bid No. 16-16RB
REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS
BETWEEN THE CITY OF TAMARAC
AND
MINER FLORIDA, LTD.

THIS AGREEMENT is made and entered into this 16th day of NOVEMBER, 2016 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and MINER FLORIDA, LTD., a Foreign Limited Partnership of Texas corporation with principal offices located at 1311 Gateway Blvd. Boynton Beach, FL 33426 (the Contractor") to provide for THE REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOOR AT FIRESTATION 15.

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

1) The Contract Documents

The Contract Documents consist of this Agreement, Bid Document No. 16-16RB – REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS, including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid No. 16-16RB as issued by the City, and the Contractor's Proposal, Bid No. 16-16RB as issued by City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other Contract Documents, this Agreement shall prevail.

2) The Work

2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to complete the scope of work, as outlined in the contract documents. 16-16RB

2.1.2 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

- 2.1.3** Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- 2.1.4** Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3) Insurance

- 3.1.** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified below or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. Insurance limits are outlined below:

Insurance Requirements		
Line of Business/ Coverage	Occurrence	Aggregate
	Limits	
Commercial General Liability Including:	\$1,000,000	\$1,000,000
Premises/Operations		
Contractual Liability		
Personal Injury		
Explosion, Collapse, Underground Hazard		
Products/Completed Operation		
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		
Automobile Liability	\$1,000,000.00	\$1,000,000.00
Workers' Compensation & Employer's Liability	Statutory	

4) Time of Commencement and Substantial Completion

4.1 The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than **Ten (10)** days after the date that Contractor receives the City's Notice to Proceed. The work shall be completed within **One-Hundred Eighty Days (180)** calendar days from Contractor's receipt of City's Notice to Proceed subject to any permitted extensions of time under the Contract Documents. The work under this agreement shall be substantially complete (i.e. Substantial Completion) within **One-Hundred Fifty (150)** calendar days from issuance of the City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. Final Completion shall be within 30 calendar days from the date of substantial completion, subject to any permitted extensions of time under the Contract Documents. For the purposes of this Agreement, substantial completion shall mean the project is sufficiently complete in accordance with the Contract Documents so that the project can be occupied or used for its intended purpose, void of any safety concerns. For the purposes of this Agreement, final completion shall mean the issuance of final payment.

4.2 During the pre-construction portion of the work hereunder, the parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained by the City in accordance with the Schedule included in the Contract Documents. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the parties hereto, and such delays are the result of force majeure or are otherwise outside of the control of either party hereto, then the parties shall agree on an equitable extension of the time for substantial completion hereunder and any resulting increase in general condition costs.

5) Contract Sum

The Contract Sum for the above work is One Hundred Seventy One Thousand Five Hundred Eighty Seven Dollars and Eighty-Nine cents (\$171,587.89).

6) Payments

Payment will be made monthly for work that has been completed, inspected and properly invoiced. A retainage of ten percent (10%) will be deducted from monthly payments until 50% of the project is complete. Retainage will be reduced to five percent (5%) thereafter. Retainage monies will be released upon satisfactory completion and final inspection of the work. Invoices must bear the project name, project number, bid number and purchase order number. City has up to thirty (30) days to review, approve and pay all invoices after receipt. The Contractor shall invoice the City and provide a written request to the City to commence the one (1) year warranty period. All necessary Releases of Liens and Affidavits and approval of Final Payments shall be processed before the warranty period begins. All payments shall be governed by the Florida

Prompt Payment Act, F.S., Part VII, Chapter 218.

7) Remedies

7.1 Damages: The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.

7.2 Correction of Work: If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City shall be the sole judge of non-conformance and the quality of workmanship.

8) Change Orders

8.1 Without invalidating the contract, without any monetary compensation, and without notice to any surety, the City reserves and shall have the right to make increases, decreases or other changes to the work as may be considered necessary or desirable to complete the proposed construction in a satisfactory manner. The Contractor shall not start work pursuant to a change order until the change order setting forth the adjustments is approved by the City, and executed by the City and Contractor. Once the change order is so approved, the Contractor shall promptly proceed with the work. All Change Orders shall include overhead and profit, not to exceed five percent (5%) and five percent (5%) respectively.

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

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

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

8.5 Any claim for an extension of the Contract Time shall be based on written notice delivered by the party making the claim to the other party no later than fifteen (15) days after the occurrence of the event giving rise to the claim. Notice of the extent of the claim shall be delivered with supporting data and stating the general nature of the claim. Contractor hereby agrees to waive rights to recover any lost time or incurred costs from delays unless Contractor has given the notice and the supporting data required by this Paragraph.

8.6 Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the Contractor can clearly demonstrate that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of delay, available to absorb specific delays and associated impacts is used.

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

9) No Damages for Delays

ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE AGREEMENT. EXCEPT AS PROVIDED HEREIN, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the construction cost or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of City or its agents. In addition, if Contractor is delayed at any time in the progress of the Work by an act or neglect of the City's employees, or separate contractors employed by the City, or by changes ordered in the Work, or by delay authorized by the City pending arbitration, then the Contract Time shall be reasonably extended by Change Order, and the Guaranteed Maximum Price shall be reasonably increased by Change Order in order to equitably increase the general

conditions component of the Guaranteed Maximum Price. Furthermore, if Contractor is delayed at any time in the progress of the Work by labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the City and Contractor agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data as recorded by the United States Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.

10) Waiver of Liens

Prior to final payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release City from all claims of liability by Contractor in connection with the agreement.

11) Warranty

Contractor warrants the work against defect for a period of five (5) years from the date of final payment. In the event that defect occurs during this time, Contractor shall perform such steps as required to remedy the defects. Contractor shall be responsible for any damages caused by defect to affected area or to interior structure. The five (5) year warranty period does not begin until approval of final payment for the entire project, and the subsequent release of any Performance or Payment Bonds, which may be required by the original bid document.

12) Indemnification

12.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

12.2 The City and Consultant recognize that various provisions of this Agreement, including but not limited to this Section, provide for

indemnification by the Consultant and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Consultant. Furthermore, the City and Consultant understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Consultant's responsibility to indemnify.

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

13) Non-Discrimination & Equal Opportunity Employment

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

14) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of

Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

15) Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

16) Notice

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

CITY

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

With a copy to the City Attorney at the following address:

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

CONTRACTOR

William Escobar
MINER FLORIDA, LTD.
1311 Gateway Blvd
Boynton Beach, FL 33426
20-1501775
wescobar@minercorp.com
561-547-5434

17) Termination

17.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including

services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

17.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

18) Public Records

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

18.1.1 Keep and maintain public records required by the City in order to perform the service;

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

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

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

18.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

19) Agreement Subject to Funding

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

20) Venue

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

21) Signatory Authority

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

22) Severability; Waiver of Provisions

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

23) Uncontrollable Circumstances

23.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

23.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances

and uncontrollable forces preventing continued performance of the obligations of this Agreement.

24) Merger; Amendment

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

25) No Construction Against Drafting Party

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

26) PUBLIC RECORDS CUSTODIAN

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

**CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**

Remainder of Page Intentionally Blank

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its Territory Vice President duly authorized to execute same.

CITY OF TAMARAC

Harry Dressler, Mayor

Date

ATTEST:

Michael C. Cernech, City Manager

Patricia A. Teufel, CMC
City Clerk

Date

Date

Approved as to form and legal sufficiency:

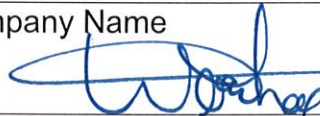
City Attorney

Date

ATTEST:

Miner South Florida

Company Name



Signature of Corporate Secretary

Signature of President/Owner

Type/Print Name of Corporate Secy.

William Escobar

Type/Print Name of Territory Vice President

(CORPORATE SEAL)

Date

11/16/2016

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA :
COUNTY OF PALM BEACH :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

WILLIAM ESCOBAR, of MINER FLORIDA, LTD

a _____ Corporation, to me known to be the person(s) described in
and who executed the foregoing instrument and acknowledged before me that he/she
executed the same.

WITNESS my hand and official seal this 16th day of November, 2016.



Kevin Mungal
Notary Public - State of Florida
Commission #GG 43953
Expires 11/1/2020

Kevin Mungal

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

☒
☐

Personally known to me or
Produced Identification

Type of I.D. Produced

☐
☒

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant - Toledo 811 Madison Ave. Toledo OH 43604	CONTACT NAME: Kelly Sorosiak PHONE (A/C, No, Ext): 419-259-6091 E-MAIL: Kelly.Sorosiak@hylant.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Prop Cas Co of Amer INSURER B: Charter Oak Fire Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): 419-255-7557 NAIC # 25674 25615
INSURED MATEHAN-01 Material Handling Services, LLC (See attached addendum for list of named insureds) 3235 Levis Commons Blvd. Perrysburg OH 43551		

COVERAGES

CERTIFICATE NUMBER: 1637317759

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y6309G392756COF16	8/15/2016	8/15/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		Y8109G392756COF16	8/15/2016	8/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A X	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		YCUP9G392756TIL16	8/15/2016	8/15/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N / A	YJUB9G39275616	8/15/2016	8/15/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is additional insured on a primary and non-contributory basis per the general liability policy, including ongoing and completed operations, and automobile policy when required by written contract. Waiver of subrogation applies per the general liability, automobile and workers compensation policies when required by written contract. Umbrella policy is follow form.

CERTIFICATE HOLDER

CANCELLATION

City of Tamarac
7525 NW 88th Ave.
Tamarac FL 33321

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kelly Sorosiak

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Material Handling Services, LLC, etal
Addendum to Liability Certificate 2016/2017
Hylant Insurance

FORMS AND ENDORSEMENTS SCHEDULE: Commercial General Liability Coverage Form CG0001 10/01

- Xtend Endorsement for Commercial Industries - CGD458 07/13
- Blanket Additional Insured (Contractors) #CGD246 08/05
- Other Insurance-Additional Insured-Primary & Non-Contributory #CGD425 07/08
- Designated Entity - Earlier Notice of Cancellation/Nonrenewal Provided By Us #ILT405 3/11

Commercial Automobile Coverage Form #CA0001 03/10

- Business Auto Extension Endorsement #CAT353 03/10
- Designated Entity - Earlier Notice of Cancellation/Nonrenewal Provided By Us #ILT405 3/11

Workers Compensation Coverage Form #WC000000B 07/11

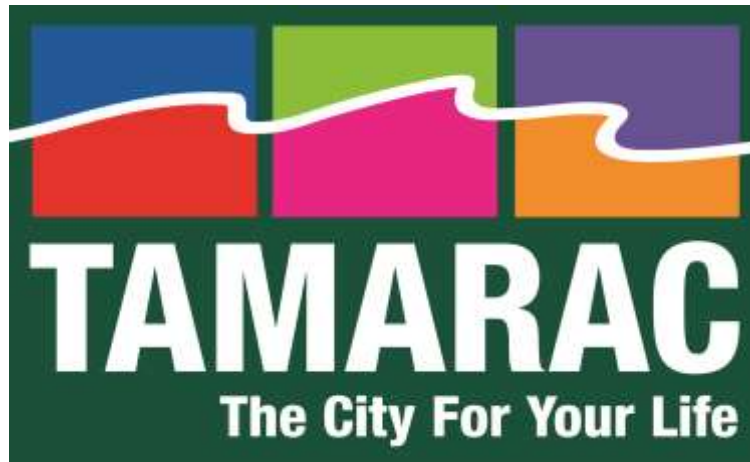
- Waiver of Our Right to Recover from Others - AL, AK, AZ, AR, CO, CT, DE, DC, FL, GA, HI, ID, IL, IM, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NH, NV, NM, NY, NC, OK, OR, PA, RI, SC, SD, TN, VT, VA, WI, WY - #WC000313{00}
- Texas Waiver of Our Right to Recover from Others #WC420304{A}
- California Waiver of Our Right to Recover from Others #WC040306{01}
- Utah Waiver of Our Right to Recover from Others #WC430305{00}
- Designated Entity - Earlier Notice of Cancellation/Nonrenewal Provided By Us #ILT405 3/11

Commercial Umbrella Coverage Form #0101-XS 03/00

NAMED INSURED SCHEDULE:

Material Handling Services, LLC	Miner Equipment, LLC
National Maintenance Services, LLC	Miner Holding Company, Inc.
IEMFS, LTD dba Flexx	MHE Intermediate Holdings, LLC
Total Fleet Solutions, LTD.	Intermediate Holdings, LLC
Miner, LTD., dba The Miner Corp. & its Affiliates	Canadian Maintenance Services, LLC
Miner, Ltd.	Total Fleet Solutions, Inc.
Miner Fleet Management Group, LTD	National Maintenance Services, Inc.
Miner Fleet Management Group, LLC	Waymar Handling Services LLC
Miner Fleet Management Group GP, LLC	A-Sure Solution Inc.
Miner Houston, LTD	Miner Ltd. dba Material Handling Group
Miner Houston GP, LLC	Aldor Corporation of Nashville
Miner North Texas, LTD	Challenger Industries, Inc. dba Challenger Enterprises Nationwide
Miner North Texas GP, LLC	Security & Building Services, Inc.
Miner Southwest, LLC	Decker Forklifts, Inc.
Miner El Paso, LTD.	Decker Rentals LLC
Miner EL Paso GP, LLC	Decker Equipment
Miner Central Texas, LTD	Process Power Ltd.
Miner Central Texas GP, LLC	Neon Material Handling, Inc.
Miner Florida, LTD	Decker Real Estate Holdings, LLC
Miner Florida GP, LLC	Just In Time Forklift, LLC
Miner Florida dba Auto Doors Inc. of Georgia	Miner Houston, Ltd. dba Dial One House of Doors
Miner GP, LLC	House of Doors Inc. DBA Dial One House of Doors

INVITATION TO BID



BID NO. 16-16RB

REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS

Publish Date:

09/07/2016

Bid Due and Bid Opening Date:

09/27/16 at 3:00 PM

Pre-Bid Conference:

09/13/16 at 10:00AM Room # 105

Where to Deliver Bid

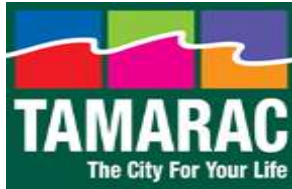
All Questions Due:

09/22/16 by 5:00 PM

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

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

For
Fire Department



SUBMIT BID TO:

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

INVITATION FOR BID

Bidder Acknowledgement

BID NO.: 16-16RB

BID TITLE: REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS

BID OPENING DATE/TIME: 09/27/2016 AT 3:00 PM

BUYER NAME: ANDREW J. ROZWADOWSKI, SENIOR PROCUREMENT SPECIALIST

BUYER PHONE: 954-597-3570

BUYER EMAIL: ANDREW.ROZWADOWSKI@tamarac.org

PRE-BID CONFERENCE/SITE INSPECTION: 09/13/2016 AT 10:00 AM Room # 105

BONDING: 5% Bid Bond, 100% Payment/Performance Bond

GENERAL CONDITIONS

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

SEALED BIDS

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

BIDDER COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY PHONE: _____

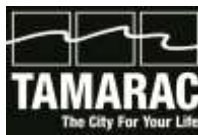
NAME OF AUTHORIZED AGENT: _____

TITLE OF AUTHORIZED AGENT: _____

AUTHORIZED AGENT EMAIL ADDRESS: _____

BIDDER TAXPAYER ID OR SOCIAL SECURITY NUMBER: _____

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

**Our Vision and Mission**

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

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

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

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

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

INTRODUCTION

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

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

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

1. SUBMISSION OF THE BID

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

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

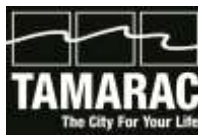
The Bidder preparing a bid in response to this solicitation shall bear all expenses associated with its preparation. The Bidder shall prepare a bid with the understanding that no claim for reimbursement shall be submitted to the City for expenses related to its preparation. The City reserves the right to charge a non-refundable fee for the purchase of a solicitation document, and / or for project plans related to the solicitation. Such requirement will be specified on the cover page of this document. Payment of such fee to the City shall be required in order for a bidder to be considered for the award of an agreement as a result of this solicitation.

2. BID DEPOSIT

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

3. BONDING

When required by the specification herein, the successful Bidder shall furnish a Performance and Payment bond, and/or Warranty bond, as stated on the cover page of this solicitation, on the City's forms, within fifteen (15) calendar days after notification of contract award. Failure to furnish the required bonds within the time specified may be cause for rejection of the bid and any bid deposit may be retained



by the City as liquidated damages and not as a penalty. Said sum shall be a fair estimate of the amount of damages the City would sustain due to Bidder's failure to furnish said bonds.

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

4. WITHDRAWAL OF BID

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

5. PUBLIC ENTITY CRIMES STATEMENT

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

6. NON-COLLUSIVE AFFIDAVIT

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

7. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112 of the State of Florida Statutes. Bidders shall disclose the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the City or any of its agencies.

8. QUANTITIES

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

9. PRICES, PAYMENTS, DISCOUNTS & ELECTRONIC PAYMENTS

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

Prompt Payment Discounts: Bidders are encouraged to provide prompt payment terms in the space provided on the Bid Form. If no payment discount is offered, the Bidder shall enter

zero (0) for the percentage discount to indicate net 30 days. If the Bidder does not enter a percentage discount, it is understood and agreed that the payment terms shall be 2% 10 days, net 30 days effective on the date that the City receives an accurate invoice or accepts the product, whichever is the later date. Payment is deemed made on the date of the mailing of the check. All payments shall be governed by the *Local Government Prompt Payment Act*, F.S. Chapter 218.

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

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

10. DELIVERY

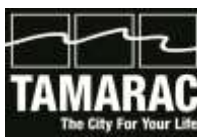
All items shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the bid price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the bid.

11. MANUFACTURER'S NAME & APPROVED EQUIVALENTS

Manufacturer's name, trade name, brand name information and/or model/catalog numbers are used in these specifications for information and establishment of a quality level desired, and are not intended to restrict competition unless otherwise specified in the bid. The Bidder may offer any brand which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model/catalog number. Bidder shall submit complete descriptive literature and/or specifications with the bid. The burden of proof for specification compliance is solely on the Bidder. The City reserves the right to be the sole judge of what is equal and acceptable. Failure to provide this information within three (3) business days of the City's request may be grounds for bid disqualification. If Bidder fails to name a substitute, it will be assumed that the Bidder has submitted a bid which conforms in all aspects to the requirements of the bid document, and that the Bidder intends to furnish goods identical to the bid standard.

12. SAMPLES AND DEMONSTRATIONS

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

**13. BACKGROUND INVESTIGATION**

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

14. CONDITIONS OF MATERIALS

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

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

15. COPYRIGHTS OR PATENT RIGHTS

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

16. SAFETY STANDARDS

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

17. PERFORMANCE & WARRANTY

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

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

18. INSPECTION

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

19. TERMINATION

a. DEFAULT: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the

City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

b. TERMINATION FOR CONVENIENCE OF CITY:

Notwithstanding any additional requirements for performance based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

c. AGREEMENT SUBJECT TO FUNDING: Any Agreement resulting from this solicitation shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each.

20. ASSIGNMENT

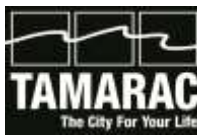
The Bidder shall not transfer or assign the performance required by this bid without the prior written consent of the City. Any award issued pursuant to this bid and monies that may become due hereunder are not assignable except with prior written approval of the City.

21. EMPLOYEES

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

22. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

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



made aware of and will comply with this nondiscrimination clause.

23. TAXES

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

24. OMISSION OF DETAILS

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

25. INSURANCE REQUIREMENTS

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

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

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

Insurance Requirements		
Line of Business/ Coverage	Occurrence	Aggregate
	Limits	
Commercial General Liability Including: Premises/Operations Contractual Liability Personal Injury Explosion, Collapse, Underground Hazard Products/Completed Operation Broad Form Property Damage Cross Liability and Severability of Interest Clause	\$1,000,000	\$1,000,000
Automobile Liability	\$1,000,000.00	\$1,000,000.00
Workers' Compensation & Employer's Liability	Statutory	

The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

Neither Bidder nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Bidder will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement. All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days' notice prior to cancellation. The Bidder's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Bidder's Worker's Compensation carrier will provide a

Waiver of Subrogation to the City. The Bidder shall be responsible for the payment of all deductibles and self-insured retentions. The City may require that the Bidder purchase a bond to cover the full amount of the deductible or self-insured retention. If the Bidder is to provide professional services under this Agreement, the Bidder must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance.

26. INDEMNIFICATION

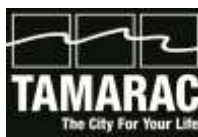
The Bidder shall indemnify and hold harmless the City of Tamarac, its elected and appointed officials and employees from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Bidder or his Subcontractors, agents, officers, employees or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City of Tamarac or its elected or appointed officials and employees. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

27. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

28. CLARIFICATION & ADDENDA

Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Detailed Specifications outlined in this



bid, the Special Conditions and/or the Detailed Specifications shall prevail.

The Bidder shall examine all bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. If, upon review, any material errors in specifications are found, the Bidder shall contact the Purchasing Office immediately. Any 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:

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

disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

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

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

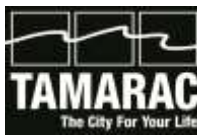
Any Agreement resulting from this solicitation shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

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.



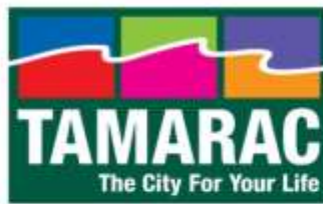
36. PUBLIC RECORDS CUSTODIAN

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**

**PURCHASING AND
CONTRACTS DIVISION**

Date: September 7, 2016



RFP 16-16RB

INVITATION TO BID

Bid No. 16-16RB

REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS

Sealed bids, addressed to the Senior Procurement Specialist of the City of Tamarac, Broward County, Florida, Andrew J. Rozwadowski will be received in the **Purchasing Office, Room 108, 7525 NW 88th Avenue, Tamarac, Florida 33321-2401 until 3:00 p.m. local time on September 27, 2016** at which time bids will be publicly opened and announced for the Rebid of **REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS**

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) copies, prior to the bid opening deadline as well as a readable PDF copy on a USB Flash Drive or CD. 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, Bid No 16-16RB – REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS"**

Bid Security: Each bid shall be accompanied by a certified or cashier's check or Bid Bond in the amount not less than 5% of the total bid price payable to the City of Tamarac as guarantee that the Bidder, if its Bid is accepted, will promptly execute the Agreement.

A Pre-Bid Conference will be held on September 13, 2016 at 10:00 AM, located at 7525 NW 88th Avenue, Tamarac, Florida 33321, Room 105. All parties interested in bidding on this project should attend this meeting. The work to be performed consists of furnishing all labor, materials, tools, and equipment necessary, as indicated in the, Scope of Work, Bid No. 16-16RB Documents, and Technical Specifications herein, for City of Tamarac REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS.

The City reserves the right to accept or reject any or all bids, or any part of any bid, to waive any informalities, and to award in the best interest of the City of Tamarac. Bid documents will be available online at <http://tamarac.org/index.aspx?NID=317> for review and download. For inquiries regarding the bid, contact the Purchasing Office at (954) 597-3570. Any technical issues shall be submitted in writing via email to Andrew.Rozwadowski@tamarac.org. Be sure to include the Project Name and Bid Number on all correspondence.

Andrew J. Rozwadowski,
Senior Procurement Specialist

Publish Sun Sentinel: Wednesday, September 7, 2016

"Committed to Excellence... Always."

TAMARAC.ORG

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Technical Specifications TOC

Bid No. 16-16RB

REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS

Remove and replace the existing garage door units at the following facilities with Metro-Dade County approved garage door units.

Fire Station #15

6000 Hiatus Road

Tamarac, Florida 33321

Replacement of four (4) roll-up doors and the purchase and installation of (4) four (16') sixteen feet high by (14') fourteen feet wide Bi-Fold (i.e. vertical four-fold) garage door units.



Fire Station #41

7501 NW 88th

Tamarac, Florida 33321

Replacement of four (4) roll-up doors and the purchase and installation of (4) four (14') fourteen feet high by (13') thirteen feet and (10") ten inches wide Bi-Fold (i.e. vertical four-fold) garage door units.



The project includes the removal & disposal of all existing doors and the purchase, delivery & installation of the new doors.

Contractors MUST field measure to verify at Pre-Bid Conference.

SPECIFICATIONS

Remove and replace existing garage doors, controls and electric motors at specified locations with BI-FOLD (i.e. vertical four-fold) DOORS with new electric controls and motors. Doors shall be approved for High Velocity Hurricane Zones and constructed in strict compliance with the Florida Building Code. Doors framing shall be constructed with a minimum of 11-gauge structural steel with 14-gauge sheet steel on the exterior and interior faces. All hardware, electrical wiring, electric controls, switches and conduit are to be installed new. All installations will be done in strict compliance with the Florida Building Code. Scope of Work includes legal disposal of replaced doors, electrical components, motors and hardware. All existing features that need to be relocated, modified due to conflict with new installation, or replaced shall be the responsibility of the Contractor. All concrete, stucco or other damaged caused by the removal or installation of the garage doors will be the responsibility of the contractor to correct damage areas. Contractor is responsible for all submittals and permitting of the new garage door units.

Manufactures' specification sheets for all doors proposed shall be included with the bid.

The doors must be installed according to the manufacturer's specifications.

All installations will be done in strict compliance with the Florida Building Code. In addition, all materials must be certified to meet the wind and impact standards of the Broward County Amendments to the Florida Building Code as identified by the appropriate product approvals. The glazing on the doors must be impact resistant and the wind load design shall be tested to 180 mph due to the Fire Stations being considered an Essential Facility in the Florida Building Code. The Tamarac Building Department will inspect and certify installation according to the manufacturer's specifications.

Contractor shall be responsible for all door finishes. Operator, operating hardware, panels, frames and all other hardware shall be POWDERCOATED with factory applied exterior grade POWDERCOAT. Owner shall select from the Manufacturer's standard color chart or furnish color to match.

Bi-Fold (i.e. vertical four-fold) garage door glazing layout shall be designed in accordance with **Exhibit 1**, attached herein.

Doors shall have electric safety edges on leading edge of all doors to reverse door upon contact with obstruction.

Contractor shall utilize a unidirectional motion sensor for door reversal safety function. Unidirectional motion sensor shall be over-head mounted, capable of filtering people and detecting vehicles only, capable of filtering cross-traffic, and utilize microwave Doppler radar technology.

Contractor shall provide and install exterior, jamb mounted, safety thru-beam type photo eyes to reverse doors (i.e. prevent doors from closing) in the event that the photo eye connection becomes obstructed (e.g. vehicle passing).

Contractor shall coordinate location of push buttons (interior push button station) with owner. Each door shall have one momentary pressure three-button push-button marked "OPEN", "CLOSED", and "STOP". Push button enclosure shall be NEMA 4.

Contractor shall install 8" Schedule 40 Steel, concrete filled, interior bollards to protect the doors when in the folded (i.e. open) position. Bollard installation design shall include core drilling the existing bay floor slab and shall be permitted through the City of Tamarac Building Department.

In addition to the electric controls, each door shall include radio controls; including one (1) radio receiver and one (1) single button remote control. Remotes shall open and close doors with single button.

It has been determined that the column widths between bay-doors at Fire Station #41 are NOT wide enough to support the required side room (stacking area for doors in the open position) with a traditional interior column mounted installation. Therefore, to create the necessary side room to support the four-fold doors, the doors shall be designed and permitted with the door frames mounted within the existing bay door opening as indicated on **Exhibit 2** (FS #41 Conceptual Four-Fold Door Mounting Sketch). Note, **Exhibit 2** is for informational purposes only and is not intended to be utilized for design or permitting. It is the contractor's responsibility to ensure the constructability of the conceptual layout as shown in **Exhibit 2**.

Manufacturer's Warranty

- A. Contractor shall provide the owner a written guarantee, warranting the doors against any defects on materials and/or workmanship for the new doors for a period of five (5) year.

INSTRUCTIONS TO BIDDERS

Bid No. 16-16RB

REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS

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

DESCRIPTION OF WORK

The City of Tamarac is hereby requesting Bids, from qualified Contractors, for the removal and legal disposal of all replaced materials and to provide and install new Bi-Fold (i.e. vertical four-fold) garage door units at Fire Station #15 and Fire Station #41 per specifications herein; including all hardware, electrical wiring, switches, conduit, new electric controls and motors and all permit submittals in full compliance with current Florida Building Code and Broward County Amendments to the Florida Building Code. All existing features that need to be relocated, modified due to conflict with new installation, or replaced shall be the responsibility of the Contractor. All concrete, stucco or other damaged caused by the removal or installation of the garage doors will be the responsibility of the contractor to correct damage areas.

A. LICENSES

To be eligible for award of this project, the Contractor must possess at time of bid opening, one of the following State Certified and/or County Competency licenses or any license that can meet, exceed, or legally perform the scope of work will be acceptable, as determined by state or county licensing agency.

State: Certified General Contractor License, defined by F.S. 489.105 3a

Or

Certified Building Contractor

Or

County: General Building Contractor Class "A"

(Must be State Registered)

Occupational license must be in effect as required by Florida Statute §205.065.

B. LIQUIDATED DAMAGES

Upon failure of the Contractor to complete each individual requirement within the specified and mutually agreed upon time frame (plus approved extensions, if any) the Contractor shall pay to the City the sum of **Two-Hundred Dollars (\$200.00)** for each calendar day after the time specified for completion and readiness for final payment. This amount is not a penalty but liquated damages to the City. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining

the amount of damages that will be sustained by the City as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the Contractor to complete the Contract on time. City shall have the right to deduct from and retain out moneys which may be due or which may become due and payable to Contractor. The amount of such liquidated damages and if the amount retained by City is insufficient to pay in full such liquidated damages, Contractor shall pay in full such liquidated damages. Contractor shall also be responsible for reimbursing City the total of all monies paid by the City to the engineer for additional engineering, inspection and administrative services until the work is complete.

C. CONTACT INFORMATION

For inquiries regarding the bid, contact the Andrew J. Rozwadowski, Senior Procurement Specialist, Purchasing and Contracts Division, at **(954) 597-3570**. Any technical issues shall be submitted in writing via email to Andrew.Rozwadowski@tamarac.org. Be sure to include the Project Name and Bid Number on all correspondence. The last day for questions shall be 09/22/2015 by 5:00 EST.

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SPECIAL CONDITIONS

Bid No. 16-16RB

REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS

1. BID GUARANTY

An acceptable Bid Bond, Cashier's Check, money order, irrevocable letter of credit or Certified Check payable to the City of Tamarac in an amount not less than 5% (five percent) of the bid price, must accompany the bid. Additional bonding may be required in the Special Terms and Conditions of this bid. The Bond must be executed by a surety company authorized to do business in the State of Florida or secured in a manner satisfactory to the City of Tamarac. Upon award of the Contract, Payment and Performance Guaranty in the bid award amount will be required within 15 calendar days of award and shall continue in effect until the contract expiration. Pursuant to the requirements of Chapter 255.05 (1) (b), Florida Statutes, the Contractor shall ensure that the Bond or Bonds referenced above shall be recorded in the Public records of Broward County. Proof of recording must be submitted to the City prior to issuance of a purchase order. One (1) set of originals is required.

2. ASSIGNMENT OF CONTRACT

Neither this contract, nor any portion thereof, shall be assigned, except by formal approval of the City Commission. No such approval will be construed as making the City a part of or to such assignment, or subjecting the City to liability of any kind to any assignee. No subcontract or assignment shall, under any circumstances, relieve the Contractor of his liability and obligation under this contract, and despite any such assignment, the City shall deal through the Contractor only. However, if the company is sold during the life of the contract, the buying agent must provide the City with a letter signed by an officer of the new owner that can legally bind the company, stating that they will continue to perform the requirements of the contract under all the terms, conditions, and specifications so stated in the contract.

3. CONTRACTOR'S RESPONSIBILITY

Contractor shall provide sufficient manpower so as to perform work safely and expeditiously with all equipment plainly marked with the company name. All equipment provided pursuant to this agreement shall be in good and proper working order. No work shall be performed before 8:00 AM. Exceptions to this schedule can only be made with the prior approval of the City in writing. The Contractor shall provide a qualified superintendent present on the site at all times, as a fully authorized agent of the Contractor, and capable of making on-site decisions. It shall be the responsibility of the Contractor to remove from the job site and properly dispose of all residues at the end of each and every workday. Any materials or equipment left on site shall be secured by the Contractor, who is fully and totally responsible for security. Loss of materials or equipment due to theft, vandalism, etc. shall be the responsibility of the Contractor. Any material left on site overnight shall be properly marked and identified in order to ensure public safety.

4. DAMAGE TO PUBLIC AND/OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced in equal or better condition at no additional cost to the City. The Contractor shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, immediately make all repairs, replacements and dressings to damaged materials, to the approval of the City, at no additional cost to the City. In the event of damage to public and/or private property, the Contractor shall immediately contact the City's Public Services Department by telephone at (954) 597-3700 and inform the appropriate staff member about the location and extent of the damages.

5. PERMITS AND LICENSES

The Contractor shall be responsible for securing all City permits. However, all City permit fees will be reimbursed, except for the City Public Art Fund Fee, which is equal to 1% of construction cost that requires a building permit. Please include the cost of the Art Fund Fee as a part of your bid pricing. The successful Contractor shall submit copies of all permits required for this work. The Contractor shall be responsible to secure the necessary construction permits from other agencies as may be required by those agencies. Cost of any required permits, will be reimbursed by City without markup (i.e. direct pass-through), for properly submitted invoices.

6. SITE INSPECTION – CITY

All work will be conducted under the general direction of the Public Services Department, and Building Department of the City of Tamarac, and is subject to inspection by the appointed inspectors to ensure compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization from the aforementioned agencies nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract.

Any work performed past City of Tamarac's normal working hours (M-F, 8:00 AM – 4:00 PM) must be inspected. If any work is done outside of normal working hours, the City inspector is to be compensated by the Contractor at a rate of \$55.00/hour. However, if a City contract/consultant inspector is used, the Contractor will compensate that inspector at the same cost as the City's cost. In addition, the City inspector must be onsite at least one (1) hour prior to closing site for each day. If site closure has taken place after 4:30 PM, the City inspector will be compensated at the above provision.

7. SUBMITTALS

Contractor shall submit all required forms and documents as required by this contract including but not limited to bonds, insurance certificates and any required drawings within 15 days from the Award. Additionally, Contractor shall apply for all applicable licenses or permits within 15 days of the Notice to Proceed.

8. WAIVER OF LIENS

Prior to Final Payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is subject of

the Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release the CITY from all claims of liability to the Contractor in connection with the Agreement.

9. DELIVERY

All items shall be delivered F.O.B. destination to a specific City of Tamarac address. All delivery costs and charges must be included in the bid price. Project completion shall be within **One-Hundred Eighty Days (180)** calendar days from Contractor's receipt of City's Notice to Proceed subject to any permitted extensions of time under the Contract Documents. The work under this agreement shall be substantially complete (i.e. Substantial Completion) within **One-Hundred Fifty (150)** calendar days from issuance of the City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. Final Completion shall be within 30 calendar days from the date of substantial completion, subject to any permitted extensions of time under the Contract Documents. For the purposes of this Agreement, substantial completion shall mean the project is sufficiently complete in accordance with the Contract Documents so that the project can be occupied or used for its intended purpose, void of any safety concerns. For the purposes of this Agreement, final completion shall mean the issuance of final payment. Vendor shall be given an ample amount of time to acquire materials before the installation.

10. PAYMENT

Payment will be made monthly for work that has been completed, inspected and properly invoiced. A retainage of 10% will be deducted from monthly payment up to 50% of project completion followed by 5% thereafter. Retainage monies will be released upon satisfactory completion and final inspection of the specific work order. Invoices must bear the project name, project number, bid number and purchase order number. The City has up to thirty (30) days to review, approve and pay all invoices after receipt. The Contractor shall invoice the City and provide a written request to the City to commence the one-year warranty period. All necessary Release of Liens and Affidavits shall be processed before the warranty period.

11. CONTRACT DOCUMENTS

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

12. CHANGE ORDERS

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

13. CHANGES IN THE WORK/CONTRACT PRICE

13.1 CONTRACT PRICE

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

13.2 CHANGE ORDER

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

14. CHANGES IN CONTRACT TIME

14.1 CHANGE ORDER

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

14.2 Notice

Any claim for an increase or decrease in the Contract Time shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Contractor hereby agrees to waive rights to recover any lost time or incurred costs from delays unless Contractor has given the notice and the supporting data required by this Paragraph.

14.3 Basis for Extension

Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the Contractor can clearly demonstrate that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of delay, available to absorb specific delays and associated impacts is used.

15. CITY'S OPTION

In the event satisfactory adjustment cannot be reached by the City and the Contractor for any item requiring a change in the contract, and a change order has not been issued, the

City reserves the right at its sole option to terminate the contract as it applies to these items in question and make such arrangements as the City deems necessary to complete the work. The cost of any work covered by a change order for an increase or decrease in the contract price shall be determined by mutual acceptance of a lump sum by the City and Contractor. If notice of any change in the contract or contract time is required to be given to a surety by the provisions of the bond, the giving of such notice shall be the Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the CITY. Failure of the Contractor to obtain such approval from the Surety may be a basis for termination of this Contract by the CITY.

16. BONDS

The Contractor shall furnish separate Performance and Payment Bonds in the amount of **One Hundred Percent (100%)** of the total bid award amount as security for the faithful project performance and payment of all of the Contractor's obligations under the contract documents, per City Code Section 10-156. At the completion and formal approval and acceptance of all work associated with the project, a one year warranty period will begin. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in Florida, the Contractor shall, within seven (7) days thereafter, substitute another bond meeting the requirements outlined above, which must also be acceptable to the City.

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

17. PERFORMANCE, PAYMENT AND WARRANTY BONDS

Within **fifteen (15)** calendar days after contract award, but in any event prior to commencing work, the Successful Bidder shall execute and furnish the CITY a Performance Bond and Payment Bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. The Contractor shall be required to provide acceptable, separate Performance and Payment Bonds in the amount of **One-Hundred Percent (100%)** of the bid award. The Performance Bond shall be conditioned that the Successful Bidder performs the contract in the time and manner prescribed in the contract. The Payment Bond shall be conditioned that the Successful Bidder promptly make payments to all persons who supply the Successful Bidder in the prosecution of the work provided for in the contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law and that they shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the carrying out of said contract which the CITY may be required to make under the law. **Payment and Performance Bonds must be submitted on City forms, included herein.**

Such bonds shall continue in effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents with the final

sum of said bonds reduced after final payment to an amount equal to **twenty five percent (25%)** of the Contract price, or an additional bond shall be conditioned that the Successful Bidder correct any defective or faulty work or material which appear within one (1) year after final completion of the Contract, upon notification by CITY. The Warranty Bond shall cover the cost of labor as well as materials.

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

18. LOCATION OF EXISTING UTILITIES

Existing utilities may be shown on the drawings. Such information is shown for design purposes and the existing and detail given is information that is obtained during the design period and is not necessarily complete, correct or current. Prior to commencement of construction, the Contractor is responsible for locating existing city utilities affected by the construction in the field. Such utilities include but are not limited to water mains, force mains, gravity sewers, pump stations, storm sewers and drain systems. The City will provide to the Contractor available construction drawings for locating existing city utilities. However, the City cannot guarantee the accuracy of drawings or any information related to existing utilities and the City will not assume responsibility or liability for damage resulting from the Contractor incorrectly locating existing utilities.

Damage to any of the City's utilities incorrectly located by the Contractor or his agents shall be the responsibility of the Contractor and shall be repaired and or replaced to equal or better condition at the Contractor's expense. The Contractor shall also be liable for all damages and claims against or by the City arising in any way from damage or interference with such utilities.

No additional compensation shall be allowed to the Contractor for any delays, inconvenience or damage sustained by him due to interference and/or incorrectly locating such utilities or appurtenances.

Numerous utilities not owned by the City exist within the project area that may or may not have been depicted on the drawings. The Contractor shall exercise care in digging and other work so as to not damage existing utilities including overhead utilities and underground cables and pipes. The Contractor is also responsible for contacting the Sunshine State One Call Center of Florida (Sunshine) at 1-800-432-4770 to determine location of underground utilities. Calls to Sunshine must be made at least 48 hours before digging but not more than five (5) days prior. Contractor is responsible for renewing locates if job extends beyond marking period established by Sunshine. Any utility in the vicinity that is not a member of the Sunshine Service must be notified directly.

Should any underground obstructions be encountered which interfere with the work, the City shall be notified at once. The Contractor shall be responsible for the immediate repair of any damage caused by the work, and shall be responsible for any disruption of service caused by this damage.

19. CONFLICT WITH EXISTING UTILITIES

Upon completion of locating existing utilities affected by the proposed construction by the Contractor, and prior to commencement of construction, the Contractor shall examine the alignment of proposed work to be constructed and identify any conflicts with existing utilities. If such conflicts exist, the Contractor shall undertake accurate surveys to determine elevations of utilities and shall notify the Engineer/Project Manager in writing seven (7) working days prior to the scheduled construction. The Engineer/Project Manager may revise the proposed design or recommend ways and means to avoid such conflicts. The Contractor may re-schedule his work so that the construction can be completed on time. No claim for down times by the Contractor shall be allowed.

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SPECIAL PROVISIONS

Bid No. 16-16RB

REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS

1. PURPOSE OF BID

The City of Tamarac is hereby requesting Bids, from qualified Contractors, for the removal and legal disposal of all replaced materials and to provide and install new Bi-Fold (i.e. vertical four-fold) garage door units at Fire Station #15 and Fire Station #41 per specifications herein; including all hardware, electrical wiring, switches, conduit, new electric controls and motors and all permit submittals in full compliance with current Florida Building Code and Broward County Amendments to the Florida Building Code. All existing features that need to be relocated, modified due to conflict with new installation, or replaced shall be the responsibility of the Contractor. All concrete, stucco or other damaged caused by the removal or installation of the garage doors will be the responsibility of the contractor to correct damage areas.

2. BASIC DEFINITIONS

Wherever used in the Agreement or in other Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural of each:

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| <p>2.1 Addenda – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the bidding requirements or the contract document.</p> <p>2.2 Agreement – The written agreement between the City and the Contractor covering the Work to be performed including other Contract Documents that are attached to the Agreement and made a part thereof.</p> <p>2.3 Application for Payment – the form acceptable to the Engineer/Project Manager which is used by the Contractor during the course of the work in requesting progress or final payments and which is accompanied by such supporting documentation as is required by the Contract Documents.</p> <p>2.4 Change Order – A document that is signed by the Contractor and the City and authorizes an addition, deletion or revision in the Work within the general scope of this Agreement, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.</p> <p>2.5 City – The City of Tamarac, Florida. Also referred to as Owner.</p> <p>2.6 Contract Documents – The contract documents consist of this Agreement, conditions of the contract (General, Supplementary and other Conditions), drawings, specifications of Bid No. 06-13B, all addenda issued prior to, all modifications issued after execution of this Agreement, Notice of Award, Notice to Proceed,</p> | <p>Certificate(s) of Insurance, Bonds and any additional modifications and supplements, Change Orders and Work directive changes issued on or after the effective date of the Contract. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.</p> <p>2.7 Contract Times – the number of consecutive calendar days stated in the Contract Documents to achieve substantial completion and/or complete the Work so that it is ready for final payment as evidenced by the Capital Projects Manager's/Project Manager's written recommendation of final payment.</p> <p>2.8 Defective – An adjective which when modifying the Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to final payment.</p> <p>2.9 Drawings – The drawings that show the character and scope of the Work to be performed and which are referred to in the Contract Documents.</p> <p>2.10 Effective Date of the Agreement – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.</p> |
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- 2.11 Engineer/Project Manager** – The City's authorized project representative. The words "Engineer" and "Engineer/Project Manager" are used interchangeably.
- 2.12 Capital Projects Manager** – An authorized representative of the City.
- 2.13 Field Order** – A written order issued by the Engineer/Project Manager that requires minor changes in the Work but does not involve a change in Contract Price or Contract Time.
- 2.14 FDOT** – the State of Florida Department of Transportation
- 2.15 Milestone** – A principal event specified in the Contract Documents relating to an intermediate complete date or time prior to Substantial Completion of all the Work.
- 2.16 Notice to Proceed** – A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract Documents.
- 2.17 Project** – the total construction for which the Contractor is responsible under this agreement, including all labor, materials, equipment and transportation used or incorporated in such construction.
- 2.18 Specifications** – Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and Workmanship as applied to the Work and certain administrative details applicable thereto.
- 2.19 Subcontractor** – An individual, firm or corporation having a direct Contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
- 2.20 Substantial Completion** – "Substantial Completion" means the finishing or accomplishing of substantial performance of the Work as proscribed in the Contract Documents. "Substantial Performance" means that there has been no willful departure from the terms of the Contract Documents and the Work has been honestly and faithfully performed in its material and substantial particulars. The term "Final Completion" means the City's acceptance of the job.
- 2.21 Final Completion** - "Final Completion" means the City's acceptance of the job and issuance of final payment.
- 2.22 Supplier** – A manufacturer, fabricator, supplier, distributor, materialman or vendor.
- 2.23 Unit Price Work** – Work to be paid for on the basis of unit prices.
- 2.24 Work** – The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work is the result of performing services, specifically, including but not limited to construction, furnishing labor, testing, documentation, equipment and materials used or incorporated in the construction of the entire Contract Documents. The words "Project" and "Work" are used interchangeably.
- 2.25 Work Change Directive** – A written directive to the Contractor issued on or after the effective date of the Agreement and signed by the City and recommended by the Engineer/Project Manager ordering an addition, deletion or revision in the Work. A Work Change Directive shall not change the Contract price or time, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time.
- 2.26 Written Amendment** – A written amendment of the Contract Documents, signed by the CITY and the Contractor on or after the Effective Date of the Agreement and normally dealing with the non-Engineering, or non-technical aspects rather than strictly Work related aspects of the Contract Documents.

3. ENUMERATION OF CONTRACT DOCUMENTS

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

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

6. The Sample Agreement

As between schedules and information given on Drawings, the schedules shall govern; as between figures given on Drawings and the scale measurements, the figures shall govern; as between large-scale drawings and small-scale drawings, the larger scale drawings shall govern.

4. INTENT

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

5. SUPPLEMENTS, MINOR VARIATIONS OR DEVIATIONS

In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized in one or more of the following ways:

5.1 The Engineer/Project Manager's approval of a shop drawing or sample; or

5.2 The Engineer/Project Manager's written interpretation or clarification.

6. CONTRACTOR'S ADDITIONAL RESPONSIBILITY

6.1 The Contractor shall provide sufficient manpower so as to perform work safely and expeditiously with all equipment plainly marked with the company name. All equipment provided pursuant to this agreement shall be in good and proper working order.

6.2 The Contractor shall provide a qualified, English speaking, superintendent present on the site at all times. The superintendent shall be a fully authorized agent of the Contractor, and have full authority to make on-site decisions and commitments regarding the Contractors Work.

6.3 The superintendent shall be satisfactory to the City and shall not

be changed except with consent of the Capital Projects Manager/Project Manager.

6.4 The Contractor shall assign to the work site at least one (1) supervisor at all time capable of making field decisions, interpreting plans, etc. The Contractor shall also provide suitable personnel who shall be available after work hour emergencies and capable of making appropriate decisions. The Contractor shall supply competent and physically capable employees having the requisite skill and experience to perform the work in a workmanlike manner. The City may require the Contractor to remove any employee working for or under the Contractor that the City deems careless, incompetent, insubordinate

- or otherwise objectionable. The Contractor shall be responsible to the City for the acts and omissions of all subcontractors and personnel working under the Contractor.
- 6.5** The Contractor shall be aware that the job may be subject to vehicular and pedestrian traffic at all times of the day and night.
- 6.6** Loss of materials or equipment due to theft, vandalism, etc. shall be the responsibility of the Contractor. Any material left on site overnight shall be properly marked and identified in order to ensure public safety.
- 6.7** The Contractor is responsible for familiarizing itself with the nature and extent of the Contract Documents, the Work, the locality, and with all local conditions, verifying all pertinent figures and applicable field measurements, and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect cost, progress, or performance of the Work. The Contractor is responsible for making or causing to be made any examinations, investigations, tests and studies as it deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with other terms and conditions of the Contract Document.
- 6.8** Before beginning the Work or undertaking each component part of the Work, The Contractor shall carefully study the Contract Documents, Special Conditions, Technical Specification, all pertinent figures and site conditions. The Contractor shall promptly report in writing to the Engineer/Project Manager and the City any conflict, error or discrepancy which the Contractor may discover and shall obtain a written interpretation or clarification from the Project Manager before proceeding with any Work affected thereby.
- 6.9** Unless otherwise provided in the Contract Documents, the Contractor shall provide or cause to be provided and shall pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- 6.10** The Contractor shall be responsible for and shall coordinate all construction means, methods, techniques, sequences and procedures.
- 6.11** The Contractor shall keep the City and the Project Manager informed of the progress and quality of the Work.
- 6.12** If requested in writing by the Contractor, the City, with reasonable promptness and in accordance with time limits agreed upon, shall interpret the requirements of the Contract Documents and shall decide (subject to other provisions in the Contract Documents governing claims, disputes and other matters in question) matters relating to performance. Such interpretations and decisions shall be in writing.
- 6.13** The Contractor shall correct all Work, which does not conform to the Contract Documents.
- 6.14** The Contractor warrants to the City that materials and equipment incorporated in the work will be new unless otherwise specified, and that the Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents.
- 6.15** The Contractor shall pay all applicable sales, consumer, use and similar taxes, and shall secure and pay for permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work. The Contractor shall identify all governmental authorities and

- agencies having jurisdiction to approve the construction, and obtain all permits and approvals with such governmental authorities as have jurisdiction, and assist the City in consultations with appropriate governmental authorities and agencies in obtaining all permits and approvals.
- 6.16** Without limiting the foregoing, the Contractor shall pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits, **not previously obtained by the owner or its agent**, from all governmental authorities which have jurisdiction over all aspects of this Work except City permits and fees which shall be waived except for so much of said fees as the City is required to remit to other governmental agencies.
- 6.17** The Contractor shall give notices and comply with laws, ordinances, rules, regulations and lawful orders of public authorities relating to the Project.
- 6.18** The Contractor shall be responsible to the City for acts and omissions of the Contractor's employees and parties in privacy of contract with the Contractor
- to perform any portion of the Work, including their agents and employees.
- 6.19** The Project Manager shall prepare Change Orders for the City's approval and execution in accordance with the Contract Documents. Any work, which is commenced without a Change Order or Work Directive being approved, shall constitute a waiver of any claim of compensation for such work. All Change Orders must be approved by the City Manager or designee identified as such in writing.
- 6.20** The Contractor shall maintain in good order when present at the site one record copy of the drawings, specifications, product data, samples, shop drawings, Change Orders and other Modifications marked currently to record changes made during construction. These shall be delivered to the City upon completion of the construction and prior to final payment.
- 6.21** Contractor must repair any pavement, concrete, brick pavers, etc., disturbed as a result of any work within the scope of this contract to all applicable codes and City standards.

7. FAMILIARITY WITH THE TOTAL SCOPE OF THE PROJECT

- 7.1** The Contractor shall be familiar with the total scope of the project prior to bidding. In case of any questions or conflict, they must be brought to the attention of the Senior Procurement Specialist prior to bidding. If further assistance is needed, the Contractor may contact the Director of Public Services. The City shall not be responsible for the Contractor's failure to comply with this requirement.
- 7.2** The Contractor shall be responsible for repair and restoration of all utilities or any other items damaged during the Work.
- 7.3** By execution of the Agreement, The Contractor acknowledges that all requirements and conditions necessary to fulfill this Contract have been met. No contract adjustments shall be allowed for concealed site conditions.

8. SHOP DRAWINGS AND SAMPLES

- 8.1** The Contractor shall submit to The Project Manager for review and approval **eight (8) copies** of all Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures and manufactured articles. The purpose of the Shop Drawing is to show the suitability, efficiency, technique-of-manufacture,

installation requirements and detail of the item and evidence of compliance with the Contract Documents. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable the Engineer/Project Manager to review the information as required.

- 8.2** The Contractor shall also submit to the Project Manager for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents and each sample shall be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.
- 8.3** Before submission of each Shop Drawing or sample, the Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.
- 8.4** At the time of each submission, the Contractor shall give the Engineer/Project Manager specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to the Engineer/Project Manager for review and approval of each such variation. Failure to point out such departures shall not relieve the Contractor from his responsibility to comply with the Contract Documents.
- 8.5** Approval of the Shop Drawings by the Engineer/Project Manager shall be general and shall not relieve the Contractor of responsibility for the accuracy of such drawings nor for the proper fittings and construction of the Work, nor for the furnishing of material or Work required by the Contract Documents and not indicated on the drawings. No Work called for by any Shop Drawing shall be done until the Engineer/Project Manager has approved the drawings. The costs incurred for the Engineer/Project Manager's review of shop drawings, substitutes, "or equal" items, or change orders shall be paid by the Contractor.

9. SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 9.1** The Contractor shall furnish, in writing on the form included, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Contractor shall not change a Subcontractor, person or entity previously selected if the City makes reasonable objection to such change.
- 9.2** The Contractor shall be fully responsible to the City for all acts and omissions of the Contractor's employees, subcontractors, suppliers and other persons directly or indirectly employed by his subcontractors, suppliers and of persons whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect contract with the Contractor. Nothing in the Contract Documents shall create any Contractual relationship between the City and any such subcontractor, supplier, or other person or organization, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such subcontractor, supplier, or other

person or organization except as may otherwise be required by laws and regulations.

10. CITY'S RESPONSIBILITIES

- 10.1** The City shall designate a representative authorized to act on the City's behalf with respect to the Project. The City or such authorized representative shall examine documents submitted by the Contractor and shall promptly render decisions pertaining thereto to avoid delay in the orderly progress of the Work.
- 10.2** The City may appoint an on-site Project representative to observe the Work and to have such other responsibilities as the City and the Contractor agree in writing prior to execution of this Agreement.
- 10.3** The City shall cooperate with the Contractor in securing building and other permits, licenses and inspections.
- 10.4** If the City observes or otherwise becomes aware of a fault or defect in the Work or nonconformity with the Contract Documents, the City shall give prompt written notice thereof to the Contractor.
- 10.5** The City shall furnish required information and services and shall promptly render decisions pertaining thereto to avoid delay in the orderly progress of the design and construction.
- 10.6** The City shall communicate with subcontractors only through the Contractor.
- 10.7** The City shall furnish data required of the City under the Contract Documents promptly.
- 10.8** If the Work is defective, or the Contractor fails to supply sufficient skilled Workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other party.

11. ENGINEER/PROJECT MANAGER'S RESPONSIBILITIES

- 11.1** The Engineer/Project Manager or his designee will be the City's representative during the construction period and until final payment is made.
- 11.2** The Engineer/Project Manager will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Engineer/Project Manager's efforts will be directed toward providing for the City a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site inspections, the Engineer/Project Manager shall keep the City informed of the progress of the Work and shall endeavor to guard the City against defects and deficiencies in the Work.

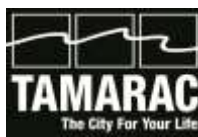
- 11.3** The Engineer/Project Manager will issue technical clarifications and interpretations, with reasonable promptness. Should the Contractor fail to request interpretation of items the Contractor determines to be questionable in the Contract Documents neither the City nor the Engineer/Project Manager would thereafter entertain any excuse for failure to execute the Work in a satisfactory manner based upon such a reason or claim.
- 11.4** The Engineer/Project Manager may authorize minor variations in the Work from the technical requirements of the Contract Documents, which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These shall be accomplished by a Field Order and will be binding on the City, and also on the Contractor who shall perform the Work involved promptly.
- 11.5** The Engineer/Project Manager will have the authority to disapprove or reject Work that the Engineer/Project Manager believes to be defective, and will also have authority to require special inspections or testing of the Work whether or not the Work is fabricated, installed or completed.

12. AVAILABILITY OF AREA TO STORE EQUIPMENT AND MATERIAL

City will make every effort to provide suitable areas within or near the project site. Restoration of all storage areas shall be Contractor's responsibility.

13. CLEANUP AND RESTORATION

- 13.1** During and after completion of all work, the Contractor shall be responsible for all cleanup including but not limited to sweeping, cleaning and removal of loose material. Leftover or excessive material, debris, etc. must be completely removed from the work area and other affected areas at no expense to the City at the end of work. It shall be the Contractor's responsibility to protect any debris from obstructing or getting into any wastewater, water or stormwater conveyance system. If any grassed area is disturbed, it shall be promptly restored at the Contractor's expense.
- 13.2** Cleanup shall be performed on a routine basis in order to facilitate the maintenance of all work areas. Any damage to public or private property resulting from improper or incomplete cleanup shall be the sole responsibility of the Contractor as per Section 14, Damage to Public and/or Private Property.
- 13.3** The Contractor shall be responsible for the proper and legal removal and disposal of all construction debris.
- 13.4** The project site shall be maintained in a neat and clean manner, and upon final cleanup, the project site shall be left clear of all surplus material and debris. Paved areas shall be swept clean.
- 13.5** If the Contractor fails to properly maintain the site or perform required clean-ups and debris removal the City shall place the Contractor on written notice to perform required clean up. Contractor shall perform required clean up within twenty-four (24) hours of receipt of the City's written notice.



- 13.6** In the event that the Contractor does not comply, the City may correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor costs of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover the amount of the deduction, the Contractor shall pay the difference to the City.

14. DAMAGE TO PUBLIC AND/OR PRIVATE PROPERTY

- 14.1** Extreme care shall be taken to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced in equal or better condition at no additional cost to the City.
- 14.2** The Contractor shall use all means to protect existing objects, structures and vegetation designated to remain.
- 14.3** In the event of damage, Contractor shall immediately make all repairs, replacements and dressings to damaged materials, to the approval of the City, at not additional cost to the City.
- 14.4** In the event of damage to public and/or private property, the Contractor shall immediately contact the City's Public Works Department by telephone at (954) 597-3700 and inform the appropriate staff member about the location and extent of the damages.
- 14.5** In the event that the Contractor does not immediately repair to the satisfaction of the City damage to public and/or private property, the City may correct such damage. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor costs of correcting such damage. If the payments then or thereafter due the Contractor are not sufficient to cover the amount of the deduction, the Contractor shall pay the difference to the City.

15. CONNECTION TO CITY WATER

The Contractor must also comply with all City of Tamarac Utility Department and Building Department requirements, and contact these departments at least 48 hours prior to start of work.

16. BASIS OF PAYMENT, UNIT PRICES AND RIGHT TO CHANGE QUANTITIES

Payment at the contract unit price shall be inclusive of all labor, materials, and equipment along with incidental items.

17. ACCEPTANCE OF WORK

Acceptance shall be based upon satisfactory completion; material test results, performance and appearance of the Work after the materials have established, been placed or found to be in good operating order. Prior to final acceptance, the Contractor shall remove and replace, satisfactory to the City, all defective areas. Any adjusted area that is found to be of an unsatisfactory condition shall be rejected and shall be removed and restored by the Contractor at no expense to the City.

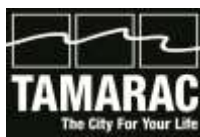
18. TESTS AND INSPECTIONS

- 18.1** The Contractor shall give the City timely notice of readiness of the Work for all required inspections, tests or approvals. The Contractor shall assume full responsibility, pay all costs in connection therewith and furnish the City the required certificates of inspection, testing or approval for all materials, equipment for the Work and any part thereof unless otherwise specified herein.
- 18.2** The City inspectors shall have no authority to permit deviations from or to relax any of the provisions of the Contract Documents, or to delay the Agreement by failure to inspect the materials and Work with reasonable promptness.
- 18.3** The payment of any compensation in any form, or the giving of any gratuity or the granting of any favor by the Contractor to any inspectors, directly or indirectly is strictly prohibited and any such action on the part of the Contractor will constitute a breach of this Agreement.

19. CORRECTION OR REMOVAL OF DEFECTIVE WORK

- 19.1** The Contractor shall correct Work rejected by the City or known by the Contractor to be defective or failing to conform to the Construction Documents, whether observed before or after Final Completion and whether or not fabricated, installed or completed, and all work found to be defective in the one-year period from the date of Substantial Completion (the Warranty Period) shall be the responsibility of the Contractor, or within such longer period provided by any applicable special warranty in the Contract Documents.
- 19.2** The City shall provide the Contractor with written notice regarding defective or rejected work. Within seven days after receipt of such written notice from the City the Contractor shall commence with corrective action to remove and replace it with Work that is not defective or rejected.
- 19.3** If the Contractor fails to correct defective Work as required or persistently fails to carry out the Work in accordance with the Contract Documents, the City, by written order may stop the Work, or any portion thereof, until the cause for such order has been eliminated; however the City's right to stop the Work shall not give rise to a duty on the part of the City to exercise the right for benefit of the Contractor or other persons or entities.
- 19.4** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents within seven days after receipt of written notice from the City to commence and continue correction of such default or neglect, the City may give a second written notice to the Contractor. If within seven days following receipt of the second notice, the Contractor fails to correct such default or neglect with diligence and promptness, the City may correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor costs of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover the amount of the deduction, the Contractor shall pay the difference to the City.

20. PROGRESS PAYMENTS



- 20.1** The Contractor shall deliver to the City itemized Applications for Payment for Payment. The Contractor may requisition payments for Work completed during the Project at intervals of not more than once a month. The Contractor's requisition shall show a complete breakdown of the Project components, the quantities completed and the amount due, together with a certification by the Contractor that the Contractor has disbursed to all Subcontractors and Suppliers their pro-rata shares of the payment out of previous progress payments received by the Contractor for all Work completed and materials furnished in the previous period and that properly executed releases of liens by all Subcontractors, Suppliers and materialmen were provided and included in the Contractor's previous applications for payment, and any other supporting documentation as may be required by the Engineer/Project Manager or Contract Documents. Each requisition shall be submitted in triplicate to the Engineer/Project Manager for approval. The City shall make payment to the Contractor within thirty (30) calendar days after approval by the Engineer/Project Manager of the Contractor's requisition for payment.
- 20.2** Within thirty (30) days of the City's receipt of a properly submitted and correct Application for Payment, the City shall make payment to the Contractor.
- 20.3** The City shall retain Ten percent (10%) of all monies earned thru 50% of project completion by the Contractor, and Five percent (5%) thereafter, until the Work is totally completed as specified, and accepted by the City. The parties hereto agree that 255.052, Florida Statutes, do not apply to this Agreement, or to any underlying agreements and obligations to which this Agreement pertains.
- 20.4** The Application for Payment shall constitute a representation by the Contractor to the City that, to the best of the Contractor's knowledge, information and belief, the design and construction have progressed to the point indicated, the quality of the Work covered by the application is in accordance with the Contract Documents and the Contractor is entitled to payment in the amount requested.
- 20.5** The Contractor shall pay each Subcontractor, upon receipt of payment from the City, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled in accordance with the terms of the Contractor's contract with such Subcontractor. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-Subcontractors in similar manner.
- 20.6** The City shall have no obligation to pay or to be responsible in any way for payment to a Subcontractor of the Contractor except as may otherwise be required by law.
- 20.7** No progress payment or partial or entire use or occupancy of the Project by the City shall constitute an acceptance of Work not in accordance with the Contract Documents.
- 20.8** The Contractor warrants that:
- Title to Work, materials and equipment covered by an Application for Payment will pass to the City either by incorporation in construction or upon receipt of payment by the Contractor, whichever occurs first;
 - Work, materials and equipment covered by previous Applications for Payment are free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens"; and (3) no Work, materials or equipment covered by an Application for Payment will have been acquired by the

Contractor, or any other person performing Work at the site or furnishing materials or equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

- 20.9** The Contractor may apply for the return of the retainage held pursuant to Section 20.3, if the Contractor has satisfied the requirements of the Contract relating to retainage. The City shall pay the Contractor the amount retained for the Work, less the reasonable value of incorrect or incomplete Work, liquidated damages or both. Final payment of such withheld sum shall be made upon correction or completion of such Work and resolution of all issues regarding liquidated damage. The release of retainage shall not become due until all Work is **One-Hundred Percent (100%)** completed as identified on the final punch list. The requirements of retainage include the following:

- 20.9.1** Repair and/or replacement of faulty or defective Work.
- 20.9.2** As-built drawings are submitted to and accepted by the City.
- 20.9.3** All Code requirements, inspections, testing and certificates of approval are conformed with, submitted and accepted by the City.
- 20.9.4** The City is satisfied all payrolls, bills for materials and equipment and other indebtedness connected with the Work for which the City might in any way be responsible have been paid or otherwise satisfied to the extent and in such form as may be designated by the City.
- 20.9.5** Release of Lien is submitted and accepted by the City.
- 20.9.6** The Contractor's completion of Punch List.
- 20.9.7** Warranties are submitted to and accepted by the City.

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

21. CHANGE QUANTITIES/CHANGE ORDERS

- 21.1** The City, without invalidating this Agreement, may order additions, deletions or revisions to the Work. A written Amendment, Change Order or Work Change Directive shall authorize such additions, deletions or revisions.
- 21.2** All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this Project, increase the cost of the Work to the City or which extend the time for completion, must be formally authorized and approved by the appropriate City authority prior to their issuance and before Work may begin.
- 21.3** **No claim against the City for extra Work in furtherance of a Change Order shall be allowed unless prior written City approval pursuant to this section has been obtained.**
- 21.4** The Contract Price and Contract Time shall be changed only by Change Order or written Amendment.

- 21.5** The Engineer/Project Manager shall prepare Proposed Change Orders on forms provided by the City. When submitted for approval, they shall carry the signature of the Public Works Director, the City Manager, and the Contractor.
- 21.6** If the City and the Contractor are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract times that should be allowed as a result of a Work Change Directive, a claim may be made therefore.
- 21.7** The Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented.
- 21.8** If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility and the amount of each applicable bond shall be adjusted accordingly.
- 21.9** Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to the Engineer/Project Manager not later than fifteen (15) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the contract time will be valid if not submitted in accordance with this Paragraph.
- 21.10** The cost or credit to the City from a change in the Work shall be determined by one or more of the following ways:
- 21.10.1** By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation where unit prices do not exist in the contract documents;
 - 21.10.2** By unit prices stated in the Contract Documents or subsequently agreed upon; or
 - 21.10.3** By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

22. REGULATORY CHANGES

The Contractor shall be compensated for changes in the Work necessitated by the enactment or revision of codes, laws, or regulations subsequent to the submission of the Contractor's proposal.

23. SUBSTANTIAL COMPLETION

The specified warranty period for a specific Project does not begin until final completion of that project under that project's individual Notice to Proceed.

24. FINAL INSPECTION

Upon written notice from the Contractor that the Work is or an agreed portion thereof is complete, the City and the Engineer/Project Manager will make a final inspection and will notify the Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. The Contractor shall address such deficiencies in accordance with Section 19 "Correction or Removal of Defective Work" of this document.

25. FINAL APPLICATION FOR PAYMENT

25.1 After the Contractor has completed all such corrections to the satisfaction of the City and the Engineer/Project Manager and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked up record documents and other documents required by the Contract Documents, and after the Engineer/Project Manager has indicated that the Work is acceptable, the Contractor may make application for final payment. The final application for payment shall be accompanied by (1) complete and legally effective releases or waivers of all liens arising out of or filed in connection with the Work and a final affidavit; or (2) the Contractor's receipts in full covering all labor, materials and equipment for which a lien could be filed; or (3) a final affidavit stating that all laborers, materialmen, Suppliers and Subcontractors who Worked for the Contractor under this Contract have been paid in full or if the fact be otherwise, identifying the name of each lienor who has not been paid in full and the amount due or to become due each for labor, services or materials furnished and the reason(s) why the same remains unpaid. If any Subcontractor or Supplier fails to furnish a release or receipt in full, the Contractor may furnish a bond satisfactory to the City to indemnify the City against any such lien.

25.2 The Contractor shall also submit with the final application for payment, the completed set of "As-Built" drawings for review and approval. The "As-Built" drawings shall be prepared, sealed and certified by a professional registered land surveyor licensed by the State of Florida. The Contractor shall deliver Mylar sepias of the as-built project, signed, sealed and dated by the responsible professional. In addition, "As-Built" plans are to be submitted in a digital format in AutoCAD latest version. The Digital File is to be compatible with the City's GIS system. Final payment to the Contractor shall not be made until said drawings have been reviewed and approved by the Engineer/Project Manager. Prior to approval, if necessary, the drawings may be returned to the Contractor for changes or modifications if in the opinion of the Engineer/Project Manager they do not represent correct or accurate "As-built" drawings.

26. FINAL PAYMENT AND ACCEPTANCE

26.1 If, on the basis of the Engineer/Project Manager's observation of the Work during construction and final inspection, and the Engineer/Project Manager's review of the final Application for Payment and accompanying documentation, the Project Manager is satisfied that the Work has been completed and the Contractor's other obligations under the Contract Documents have been fulfilled, the Engineer/Project Manager will, within thirty (30) days after receipt of the final Application for Payment, indicate in writing the Project Manager's recommendation of payment and present the Application to the City for payment. Thereupon the Project Manager will give written notice to the City and the Contractor that the Work is acceptable. Otherwise, the Project Manager will return the Application to the Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case the Contractor shall make the necessary corrections and resubmit the Application. After presentation to the City of the Application and accompanying documentation, in appropriate form and substance, and with the Project Manager's recommendation and notice of acceptability, the amount recommended by the Project Manager will become due and will be paid by the City to the Contractor within the required time frame under Florida statute regarding such payments.

26.2 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the City to the Contractor when the Work has been completed, the Contract fully performed, and a final certificate for payment has been approved by the Project Manager. The making of final payment shall constitute a waiver of claims by the City except those arising from:

- 26.2.1** Liens, claims, security interests or encumbrances arising out of this Agreement and unsettled.
- 26.2.2** Faulty or defective Work and latent defects discovered after acceptance.
- 26.2.3** Failure of the Work to comply with the requirements of the contract documents.
- 26.2.4** Terms of special warranties required by the contract documents.
- 26.2.5** Any of the Contractor's continuing obligations under this Agreement.

26.3 The acceptance of final payment by the Contractor shall constitute a waiver of claims by that payee except those previously made in writing and identified as unsettled at the time of final application for payment.

27. CITY'S RIGHT TO WITHHOLD PAYMENT

- 27.1** The City may withhold in part, final payment or any progress payment to such extent as allowed under Florida statute, necessary to protect itself from loss on account of:
- 27.2** Defective Work not remedied.
- 27.3** Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor.
- 27.4** Failure of the Contractor to make payments to Subcontractors or Suppliers for materials or labor.
- 27.5** Damage to another Contractor not remedied.
- 27.6** The Contractor has incurred liability for liquidated damages.
- 27.7** Reasonable evidence that the Work cannot be completed for the unpaid balance of the contract sum.
- 27.8** Reasonable evidences that the Work will not be completed within the Contract time.
- 27.9** Failure to carry out the Work in accordance with the Contract Documents.
- 27.10** When the above grounds are removed or resolved or the Contractor provides a Surety Bond or Consent of Surety satisfactory to the City, which will protect the City in the amount withheld, payment may be made in whole or in part.

28. WARRANTIES

- 28.1** The Contractor warrants that all equipment, materials and Workmanship furnished, whether furnished by the Contractor or its subcontractors and Suppliers, will comply with the Technical Specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a Workmanlike manner.
- 28.2** The Contractor warrants to the City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.
- 28.3** The Contractor warrants to the City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation,

arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

29. CORRECTION PERIOD

29.1 The Contractor warrants all material and Workmanship as noted in the Technical Specifications from date of final acceptance by the City. If within the period of warranty from the date of final completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, whether observed before or after acceptance by the City, the Contractor shall commence with corrective action within seven (7) days after written notice of the such defect, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with Work that is not defective and satisfactorily correct and remove and replace any damage to other Work or the Work of others resulting therefrom. If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Workmanship corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of the Engineer/Project Manager, attorneys and other professionals) will be paid by the Contractor.

29.2 Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period as noted in the Technical Specifications after such correction or removal and replacement has been satisfactorily completed.

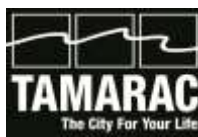
29.3 Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations that the Contractor might have under the Contract Documents. Establishment of the time period as described in Article 29, relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligation other than specifically to correct the Work.

30. CONSTRUCTION SCHEDULE

30.1 The construction schedule shall be in the form of a tabulation, chart or graph (MS Project latest edition) and shall be in sufficient detail to show the critical path and the chronological relationship of all activities contained in the project. These include, but are not limited to: estimated starting and completion dates of various activities, submittals required to the Engineer/Project Manager for

approval, procurement of material and scheduling of equipment.

30.2 The Construction Schedule shall allow for a maximum turnaround time by the Engineer/Project Manager of fourteen calendar days on all submittals, shop drawings and all requests for information.



30.3 The construction schedule shall reflect the completion of all Work to be performed within the specified time and in accordance with the Contract Documents.

30.4 The construction schedule shall be thoroughly reviewed and updated on a monthly basis. The revised schedule shall be submitted to the City at least every 30 days during the term of this Agreement and shall reflect a current schedule of activities, percent complete and remaining durations for all tasks.

30.5 Float, slack or contingency time derived from the early completion of

tasks on the critical path is not for the exclusive use or benefit of the Contractor. The Contractor shall not utilize such time without the prior written consent of the City.

30.6 If the Contractor desires to make changes in the method of operation after the construction approval of the construction schedule, or if the Engineer/Project Manager determines that the schedule fails to reflect the actual progress, the Contractor shall submit to the Engineer/Project Manager a revised construction schedule for approval.

31. PROTECTION OF PERSONS AND PROPERTY

31.1 The Contractor shall be solely responsible for initiating, maintaining and providing supervision for compliance with Occupational Safety and Health Act (OSHA) standards for safety precautions and programs in connection with the Work.

31.2 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1) employees on the Work and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein; and (3) other property at or adjacent to the site.

31.3 The Contractor shall comply with applicable laws, ordinances, rules, regulations and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury or loss.

31.4 The Contractor shall be liable for damage or loss (other than damage or loss to property insured under the property insurance provided or

required by the Contract Documents to be provided by the City) to property at the site caused in whole or in part by the Contractor, a Sub-Contractor of the Contractor or anyone directly or indirectly employed by either of them, or by anyone for whose acts they may be liable.

31.5 All unit prices provided by the Contractor as a part of this Bid shall include the cost of all safety equipment necessary for the performance of the Work.

31.6 The Contractor shall comply with the requirements of the Florida Trench Safety Act and all applicable OSHA Regulations pertaining to excavation.

31.7 The Contractor shall comply with Florida Statutes, Chapter 556, Underground Facility Damage Prevention and Safety Act and secure the underground locations and obtain a Sunshine State One Call Certification number prior to beginning any excavation.

32. HURRICANE AND SEVERE WEATHER PRECAUTIONS

- 32.1** The Contractor shall immediately take all protective actions necessary to secure the construction site, materials, debris and equipment to the satisfaction of Engineer/Project Manager. Engineer/Project Manager shall not be held liable for the construction site, materials, debris, and equipment.
- 32.2** All construction materials or equipment will be secured against displacement by wind forces.

33. WORK BY THE CITY OR CITY'S CONTRACTORS

- 33.1** The City reserves the right to perform Work related to, but not part of, the Project and to award separate contracts in connection with other Work at the site.
- 33.2** The Contractor shall afford the City's separate Contractors reasonable opportunity for introduction and storage of their materials and equipment for execution of their work. The Contractor shall incorporate and coordinate the Contractor's work with the work of the City's separate contractors as required by the Contract Documents.
- 33.3** Costs caused by defective or ill-timed Work shall be borne by the party responsible.

34. BID PREPARATION EXPENSE

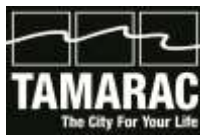
The Bidder preparing a bid in response to this bid shall bear all expenses associated with its preparation. The Bidder shall prepare a bid with the understanding that no claim for reimbursement shall be submitted to the City for the expense of bid preparation and/or presentation.

35. CONTINGENCY ALLOWANCE

A contingency allowance may have been allowed for this project. If so, it will be a pre-printed amount shown on the Bid Form/Schedule of Bid Prices. The Contractor shall add this amount to the total bid amount. If a contingency allowance is stipulated in the bid, the Contractor is not to use this contingency allowance without written permission from the City and upon written justification to the City for such use. Although the contingency allowance may be contained in the contract award amount, Contractor agrees that any unused portion of the contingency allowance shall remain with City and Contractor agrees they shall have no claim for the unused amount. The Contractor further agrees to execute a Change Order to the contract amount as may be required to deduct the unused amount of the contingency.

36. TRAFFIC CONTROL AND WORKING HOURS

- 36.1** The Contractor shall be responsible for maintaining all traffic controls during the entire period of the project. All traffic controls shall conform to the Manual of Uniform Traffic Control Device (MUTCD) and Florida Department of Transportation Roadway and Traffic Design Standards, latest edition and must be approved by the City in advance. At all times, at least one lane shall be kept open with adequate and legal traffic controls. Work shall be avoided during peak traffic hours. Working hours are set between 8 AM to 4 PM. Any deviation shall be approved in advance by City.
- 36.2** The Contractor shall be responsible for obtaining any and all required Maintenance of Traffic Permits from the appropriate regulatory authorities.
- 36.3** Road closure will not be permitted without written approval of the Engineer/Project Manager.



- 36.4** All unit prices provided by Contractor as a part of this Bid shall include all costs relating to the Maintenance of Traffic including any and all safety equipment necessary, including but not limited to barricades, signage, traffic markings, arrow boards, etc.

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Bid No. 16-16RB**REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS****COMPANY NAME: (Please Print):** _____**Phone:** _____ **Fax:** _____**BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...**

1. ☐ Carefully read the General Terms & Conditions, Special Conditions and Special Provisions.
2. ☐ Properly fill out the **Bid Forms and the Schedule of Bid Prices**.
3. ☐ Fill out and sign the **Non-Collusive Affidavit** and have it properly notarized.
4. ☐ Sign the **Certification** page. **Failure to do so may result in your Bid being deemed non-responsive.**
5. ☐ Fill out the **Bidder's Qualification Statement**.
6. ☐ Fill out the **References** page.
7. ☐ Sign the **Vendor Drug Free Workplace Form**.
8. ☐ Fill out the **List of Subcontractors**.
9. ☐ **Include a 5% Bid Guaranty. Failure to provide the stipulated bond or guaranty will result in automatic rejection of your bid.** Payment and Performance Bonds will be required and **must** be submitted on the City's forms, included herein.
10. ☐ Fill out and sign the **Certified Resolution**.
11. ☐ **Include proof of insurance.**
12. ☐ **Include copy of State Certified or County Competency License(s)**

Submit one (1) original document, marked "Original" on its exterior and two (2) copies, prior to the bid opening deadline as well as a PDF copy on a USB Flash Drive or CD, clearly marked with the BID NUMBER AND BID NAME on the outside of the package.

Make sure your Bid is submitted PRIOR to the deadline.

Late Bids will not be accepted.

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

THIS SHOULD BE THE FIRST PAGE OF YOUR BID.

BID FORM**Bid No. 16-16RB****REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS**

The City of Tamarac is hereby requesting Bids, from qualified Contractors, for the removal and legal disposal of all replaced materials and to provide and install new Bi-Fold (i.e. vertical four-fold) garage door units at Fire Station #15 and Fire Station #41 per specifications herein; including all hardware, electrical wiring, switches, conduit, new electric controls and motors and all permit submittals in full compliance with current Florida Building Code and Broward County Amendments to the Florida Building Code. All existing features that need to be relocated, modified due to conflict with new installation, or replaced shall be the responsibility of the Contractor. All concrete, stucco or other damaged caused by the removal or installation of the garage doors will be the responsibility of the contractor to correct damage areas.

In order to be considered for this project, the Bidder shall possess, at time of bid opening, one of the following State Certified or County Competency licenses or any license that meet, exceed, or legally perform the scope of work will be acceptable, as determined by state or county licensing agency.

State: Certified General Contractor License, defined by F.S. 489.105 3a

Or

Certified Building Contractor

Or

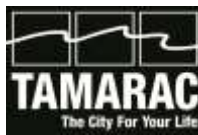
County: General Building Contractor Class "A" (***must be State Registered***)

Occupational license must be in effect as required by Florida Statute §205.065.

Additional Bid Required Qualifications:

In addition to the license requirements above, the successful Bidder shall evidence to the City, at least **three (3)** years verifiable full-time successful experience with the completion of a minimum of **five (5)** successful projects of similar size and scope under the same company name. You should provide evidence of the above requirement with your bid however, must provide within **three (3)** days of City's request.

We propose to furnish the following items in conformity with the specifications and at the indicated bid prices. The bid prices quoted have been checked and certified to be correct. Said prices are fixed and firm and shall be paid to Bidder for the successful completion of its obligation as specified in the contract documents. In the event of obvious mathematical errors, the Bidder recognizes that these are clerical in nature and may be corrected by City. For each bid item, Bidder agrees to furnish all labor, materials, tools and equipment necessary to properly perform the work described herein and on the project drawings. A more detailed description of Pay Items are located throughout the Technical Specifications. It is the intent of the City to award this bid based on the Total Base Bid for all bid items. In the event of latent multiplication or addition errors, the Bidder recognizes that these are clerical errors and may be corrected by the Owner.

**BID SCHEDULE****Bid No. 16-16RB****REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS**

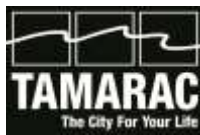
Bidder agrees that any unit price listed is to be multiplied by the estimated quantity requirements listed below in order to arrive at the total price. Bidder agrees to furnish all labor, material, tools, qualified supervision, equipment, accessory material, required bonds, insurance, and permits necessary to complete the proper performance of the work described herein. It is the intent of the City to award this to the lowest responsive/responsible Bidder based on the Grand Total Bid Amount.

Installation of (4) four (16') sixteen feet high by (14') fourteen feet wide garage door units.		
ITEM NO.	Fire Station #15 6000 Hiatus Road Tamarac, Florida 33321	LUMP SUM PRICE
1	LUMP SUM BASE BID PRICE for FOUR (4) DOORS BID - Bi-Fold (i.e. vertical four-fold)	\$ _____
Installation of (4) four (14') fourteen feet high by (13') thirteen feet and (10") ten inches wide garage door units.		
ITEM NO.	Fire Station #41 7501 NW 88th Tamarac, Florida 33321	LUMP SUM PRICE
2	LUMP SUM BASE BID PRICE for FOUR (4) DOORS BID - Bi-Fold (i.e. vertical four-fold)	\$ _____
ALL BIDS INCLUDE REMOVAL & DISPOSAL of ALL ELEMENTS of EXISTING DOORS		
Manufactures' specification sheets for all doors proposed shall be included with the bid. The doors must be installed according to the manufacturer's specifications.		
Contractors <u>MUST</u> field measure to verify at Pre-Bid Conference.		
BID BREAKDOWN* The Bidder shall provide a Schedule of Values for all aspects of the project including mobilization/demobilization, labor and materials, permitting, etc. required or to be used for the project. The schedule of values shall be in sufficient detail to allow the owner to understand how the Bidder arrived at said Base Bid and Alternate Bid prices and shall become part of the contract for basis of payment. The City may ask for a more detailed schedule of values if one submitted is not sufficient.		

NOTE:

- 1) Reference Specifications for the Sizes and Quantity for Each Location Above
- 2) The City reserves the right to award this bid based on the Total Base Bid for all bid items (i.e. Items 1 & 2) OR award this bid for one stand-alone item (i.e. Item 1 OR 2)

NAME OF BIDDER:

**BID FORM**

(continued)

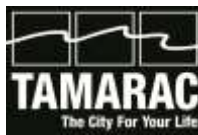
Bid No. 16-16RB**REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS**

Submitted by: _____ Date _____

THIS BID IS SUBMITTED TO:

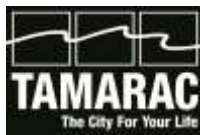
City of Tamarac
Purchasing and Contracts Manager
7525 Northwest 88th Avenue
Tamarac, Florida 33321

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. 16-16RB****REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS**

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. 16-16RB****REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS**

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: One-Hundred Fifty (150) calendar days after receipt of Notice to Proceed or Purchase Order, whichever is applicable for this project.

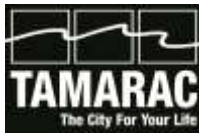
To be considered eligible for award, **one (1) original and two (2) copies of this bid form should** be submitted with the Bid. One original bid **must** be submitted at time of bid opening. Copies **must** be provided within 3 business days of City's request.

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.



Bid No. 16-16RB

REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS

NON-COLLUSIVE AFFIDAVIT

State of _____)
County of _____)ss.

_____ 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:

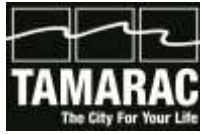
Witness

Witness

By _____

Printed Name

Title



Bid No. 16-16RB
REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS
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:

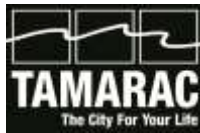
NOTARY PUBLIC, STATE OF FLORIDA

(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

**Bid No. 16-16RB****REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS****CERTIFICATION**

THIS DOCUMENT MUST BE SUBMITTED WITH THE BID

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

Indicate which type of organization below:

INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION ☐ OTHER ☐

If "Other", Explain: _____

Authorized Signature

Company Name

Typed/Printed Name

Address

Telephone

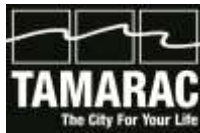
City, State, ZIP

Fax

Federal Tax ID Number

Email address for above signer (if any)

Contractor's License Number



BIDDER'S QUALIFICATION STATEMENT

Bid No. 16-16RB

REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS

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

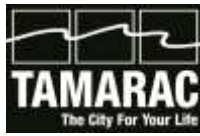
Name of Company _____
 Address _____
 City State Zip _____
 Telephone _____
 Fax Number _____

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

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

4. Are you Certified? Yes ☐ No ☐ If Yes, attach copy of Certification
5. Are you Licensed? Yes ☐ No ☐ If Yes, attach copy of License
6. Has your company ever declared bankruptcy? Yes ☐ No ☐
 If Yes, explain: _____
7. Are you a Sales Representative ☐ Distributor ☐ Broker ☐ or Manufacturer ☐
 of the commodities/services bid upon?
8. Have you ever received a contract or a purchase order from the City of Tamarac or other governmental entity? Yes ☐ No ☐ If yes, explain (date, service/project, bid title etc.)

9. Have you ever received a complaint on a contract or bid awarded to you by any governmental entity? Yes ☐ No ☐ If yes, explain: _____
10. Have you ever been debarred or suspended from doing business with any governmental entity? Yes ☐ No ☐ If yes, explain: _____

**REFERENCES****Bid No. 16-16RB****REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS**

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****E-mail**

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

E-mail

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

E-mail

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

E-mail

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

E-mail

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

E-mail

Bid No. 16-16RB
REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS

VENDOR DRUG-FREE WORKPLACE

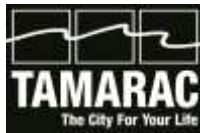
Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition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

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

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

 Authorized Signature

 Company Name



Bid No. 16-16RB
REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS
CERTIFIED RESOLUTION

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

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

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

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

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

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

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

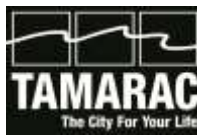
(SEAL)

By: _____
 Secretary

 Corporate Title

NOTE:

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



BID BOND

STATE OF FLORIDA)

)SS:

COUNTY OF BROWARD)

KNOW ALL MEN BY THESE PRESENTS, that we, _____
as Principal, and _____
as Surety, are held and firmly bound unto the City of Tamarac, a municipal corporation of
the State of Florida in the penal sum of:

_____ Dollars (\$_____) lawful money on the
United States, for the payment of which sum well and truly to be made, we bind ourselves,
our heirs, executors, administrators and successors jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has
submitted the accompanying Bid, dated _____, 20____,

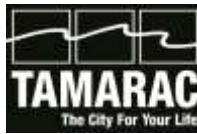
for:

Bid No: 16-16RB

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate.
- (b) If said Bid shall be accepted and the Principal shall properly execute and deliver to
said City the appropriate Contract Documents, and shall in all respects fulfill all
terms and conditions attributable to the acceptance of said Bid, then this obligation
shall be void; otherwise, it shall remain in force and effect, it being expressly
understood and agreed that the liability of the Surety for any and all claims
hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby agrees that the obligations of the said Surety and
its bond shall be in no way impaired or affected by any extension of time within which said
CITY may accept such Bid; and said Surety does hereby waive notice of any extension.



ACKNOWLEDGEMENT
BID BOND

Signed and sealed this _____ day of _____, 20__

IN PRESENCE OF:

Principal

Business Address

(AFFIX SEAL)

City/State/Zip

ATTEST:

Business Phone

Secretary

Surety*

ATTEST:

By

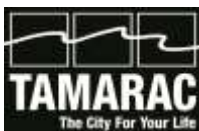
Secretary

Title

Attorney-In-Fact*

By

*Impress Corporate Seal

**FORM PAYMENT BOND**

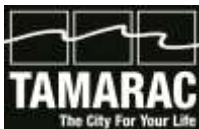
KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, CONTRACTOR has entered into a Contract, Bid No. 16-16RB – REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS I awarded the _____ day of _____, 20____, with OWNER for _____ which contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Indemnifies and pays OWNER all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 713.01 supplying CONTRACTOR with all labor, materials and supplies used directly or indirectly by CONTRACTOR in the prosecution of the Work provided for in the Contract, then his obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
 - 2.1 A claimant, except a laborer, who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within forty five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to the CONTRACTOR a notice that he intends to look to the Bond for protection.
 - 2.2 A claimant who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the CONTRACTOR and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.



- 2.3 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this ____ day of _____, 20____.

WITNESSES

Secretary

(AFFIX SEAL)

WITNESSES

Secretary

(AFFIX SEAL)

IN THE PRESENCE OF:

Principal

By

Signature and Title

Type Name and Title signed above

Surety

By

Signature and Title

Type Name and Title signed above

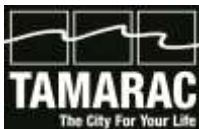
INSURANCE COMPANY:

By Agent and Attorney-in-Fact

Address

City/State/Zip Code

Telephone



ACKNOWLEDGMENT
FORM PAYMENT BOND

State of _____

County of _____

On this the _____ day of _____, 20__, before me, the undersigned
Notary Public of the State of Florida, the foregoing instrument was acknowledged by:

_____, of
(Name of Corporate Officer) (Title)

_____, a _____
(Name of Corporation) (State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

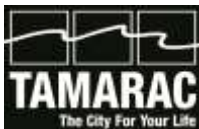
NOTARY PUBLIC, STATE OF _____

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

☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

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

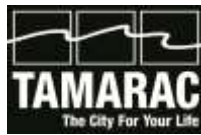


CERTIFICATE AS TO PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that _____, who signed the Bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(AFFIX SEAL)

(Name of Corporation)

**FORM PERFORMANCE BOND**

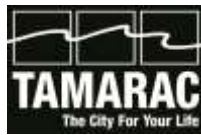
KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, CONTRACTOR has entered into a Contract, Bid No. 16-16RB – REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS awarded the ____ day of _____, 20__, with OWNER for _____ which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Fully performs the Contract between the CONTRACTOR and the OWNER dated _____, 20__, for the _____, within __ calendar days after the date of contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and
2. Indemnifies and pays OWNER all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and
3. Upon notification by the OWNER, corrects any and all defective or faulty work or materials, which appear within five (5) years after final acceptance of the work.
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.
 - 4.1 Whenever CONTRACTOR shall be, and declared by OWNER to be, in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
 - 4.2 Complete the Contract in accordance with its terms and conditions; or



- 4.3 Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Bidder, or, if the OWNER elects, upon determination by the OWNER and Surety jointly of the best, lowest, qualified, responsible and responsive Bidder, arrange for a contract between such Bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the OWNER named herein and those persons or corporations provided for in Section 255.05, Florida Statutes, or their heirs, executors, administrators or successors.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this ____ day of _____, 20__.

WITNESSES

Secretary

(AFFIX SEAL)

Principal

By

Signature and Title

Type Name and Title signed above

WITNESSES

Secretary

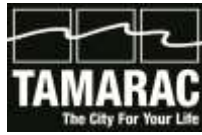
(AFFIX SEAL)

Surety

By

Signature and Title

Type Name and Title signed above



IN THE PRESENCE OF:

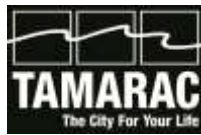
INSURANCE COMPANY:

By Agent and Attorney-in-Fact

Address

City/State/Zip Code

Telephone



ACKNOWLEDGMENT

FORM PERFORMANCE BOND

State of _____

County of _____

On this the ____ day of _____, 20____, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by:

_____, of
(Name of Corporate Officer) (Title)

_____, a
(Name of Corporation) (State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

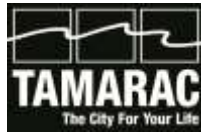
NOTARY PUBLIC, STATE OF _____

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

☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

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



CERTIFICATE AS TO PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the foregoing Performance Bond; that _____, who signed the Bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(AFFIX SEAL)

(Name of Corporation)

APPLICATION FOR PAYMENT

Contract Title: _____

Contract/Purchase Order No.: _____ Original Contract Value: _____

Contract Change Order Value: _____ Current Contract Value: _____

Cumulative No. Change Orders: _____

Application for Payment is made, as shown below:

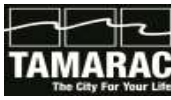
- | | |
|---|----------|
| 1. Original Contract Sum | \$ _____ |
| 2. Net Change by Change Orders | \$ _____ |
| 3. Contract Sum to Date
(line 1 (+) or (-) line 2) | \$ _____ |
| 4. Total Completed and Stored to Date | \$ _____ |
| 5. Retainage | |
| a. ____% of Completed Work | \$ _____ |
| b. ____% of Stored Material | \$ _____ |
| c. Total Retainage (line 5a + line 5b) | \$ _____ |
| 6. Total Earned less Retainage
(line 4 – line 5c) | \$ _____ |
| 7. Less Previous Application For Payment
(subtract line 6 from prior A.F.P.) | \$ _____ |
| 8. Current Payment Due | \$ _____ |
| 9. Balance to Finish, plus Retainage
(line 3 – line 6) | \$ _____ |

Submitted by: _____
Contractor

Date: _____

Approved for Payment _____
Project Manager

Date _____

**CHANGE ORDER**

DATE OF ISSUANCE: _____ CHANGE ORDER NO. _____

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

PROJECT NAME: _____

BID NO. _____ PROJECT NO. _____

CONTRACTOR _____ P.O. NUMBER _____

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

DESCRIPTION: _____

PURPOSE OF CHANGE ORDER: _____

CHANGE IN CONTRACT PRICE

Original Contract Price

\$

Previous Change Order No. _____ to No. _____

\$

Contract Price prior to this Change Order

\$

Net (Increase) of this Change Order

\$

Contract Price with all approved Change Orders

\$

CHANGE IN CONTRACT TIME

Original Contract Time

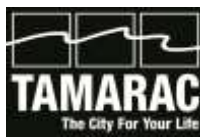
Net change from previous change orders

Contract Time prior to this Change Order

Net (Increase) of this Change Order

Contract Time with all approved Change Orders

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



FINAL RELEASE OF LIEN BY CONTRACTOR

STATE OF _____:

COUNTY OF _____:

The undersigned contractor, under a certain contract with the City of Tamarac, dated _____, 20__, in connection with the following public work:

PROJECT: _____ CONTRACT NO. _____

does hereby acknowledge receipt of the full contract price of \$ _____, as modified by change order, addenda, etc., and hereby releases and discharges all liens, lien rights, claims or demands of any kind whatsoever which the undersigned contractor now has or might have against the City of Tamarac arising out of said contract or in connection with the aforesaid public improvement.

That all claims, liens or other entitlements for labor, services, materials or supplies furnished, in connection with the aforesaid improvement have been fully paid. That an affidavit on behalf of the contractor, signed by _____, has been furnished to the City of Tamarac, as well as final releases of lien executed by all materialmen and subcontractor regardless of their tier.

IN WITNESS WHEREOF, the contractor has caused this release to be executed in its name and under its seal by its proper officers, this ____ day of _____, 20__.

Signed, Sealed and Delivered
in the Presence of:

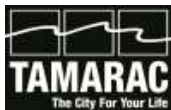
Contractor

Corporate Secretary Signature

Type Name

President Signature

Type Name



ACKNOWLEDGMENT

FINAL RELEASE OF LIEN

State of Florida
County of Broward

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

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

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

WITNESS my hand
and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

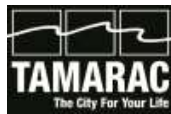
NOTARY PUBLIC, STATE OF _____

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

☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

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



Bid No. 16-16RB
REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS
SAMPLE FORM AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and _____, a _____ corporation with principal offices located at _____ (the "Contractor") to provide for _____.

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

1) The Contract Documents

The Contract Documents consist of this Agreement, Bid Document No. 16-16RB – REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS, including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid No. 16-16RB as issued by the City, and the Contractor's Proposal, Bid No. 16-16RB as issued by City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other Contract Documents, this Agreement shall prevail.

2) The Work

2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to complete the scope of work, as outlined in the contract documents.

2.1.2 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

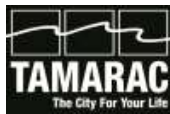
- 2.1.3** Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- 2.1.4** Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3) Insurance

- 3.1.** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified below or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. Insurance limits are outlined below:

Insurance Requirements		
Line of Business/ Coverage	Occurrence	Aggregate
	Limits	
Commercial General Liability Including:	\$1,000,000	\$1,000,000
Premises/Operations		
Contractual Liability		
Personal Injury		
Explosion, Collapse, Underground Hazard		
Products/Completed Operation		
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		
Automobile Liability	\$1,000,000.00	\$1,000,000.00
Workers' Compensation & Employer's Liability	Statutory	

4) Time of Commencement and Substantial Completion



4.1 The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than **Ten (10)** days after the date that Contractor receives the City's Notice to Proceed. The work shall be completed within **One-Hundred Eighty Days (180)** calendar days from Contractor's receipt of City's Notice to Proceed subject to any permitted extensions of time under the Contract Documents. The work under this agreement shall be substantially complete (i.e. Substantial Completion) within **One-Hundred Fifty (150)** calendar days from issuance of the City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. Final Completion shall be within 30 calendar days from the date of substantial completion, subject to any permitted extensions of time under the Contract Documents. For the purposes of this Agreement, substantial completion shall mean the project is sufficiently complete in accordance with the Contract Documents so that the project can be occupied or used for its intended purpose, void of any safety concerns. For the purposes of this Agreement, final completion shall mean the issuance of final payment.

4.2 During the pre-construction portion of the work hereunder, the parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained by the City in accordance with the Schedule included in the Contract Documents. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the parties hereto, and such delays are the result of force majeure or are otherwise outside of the control of either party hereto, then the parties shall agree on an equitable extension of the time for substantial completion hereunder and any resulting increase in general condition costs.

5) Contract Sum

The Contract Sum for the above work is Dollars and cents (\$).

6) Payments

Payment will be made monthly for work that has been completed, inspected and properly invoiced. A retainage of ten percent (10%) will be deducted from monthly payments until 50% of the project is complete. Retainage will be reduced to five percent (5%) thereafter. Retainage monies will be released upon satisfactory completion and final inspection of the work. Invoices must bear the project name, project number, bid number and purchase order number. City has up to thirty (30) days to review, approve and pay all invoices after receipt. The Contractor shall invoice the City and provide a written request to the City to commence the one (1) year warranty period. All necessary Releases of Liens and Affidavits and approval of Final Payments shall be processed before the warranty period begins. All payments shall be governed by the Florida Prompt Payment Act, F.S., Part VII, Chapter 218.

7) Remedies

7.1 Damages: The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.

7.2 Correction of Work: If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City shall be the sole judge of non-conformance and the quality of workmanship.

8) Change Orders

8.1 Without invalidating the contract, without any monetary compensation, and without notice to any surety, the City reserves and shall have the right to make increases, decreases or other changes to the work as may be considered necessary or desirable to complete the proposed construction in a satisfactory manner. The Contractor shall not start work pursuant to a change order until the change order setting forth the adjustments is approved by the City, and executed by the City and Contractor. Once the change order is so approved, the Contractor shall promptly proceed with the work. All Change Orders shall include overhead and profit, not to exceed five percent (5%) and five percent (5%) respectively.

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

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

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

8.5 Any claim for an extension of the Contract Time shall be based on written notice delivered by the party making the claim to the other party no later than fifteen (15) days

after the occurrence of the event giving rise to the claim. Notice of the extent of the claim shall be delivered with supporting data and stating the general nature of the claim. Contractor hereby agrees to waive rights to recover any lost time or incurred costs from delays unless Contractor has given the notice and the supporting data required by this Paragraph.

8.6 Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the Contractor can clearly demonstrate that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of delay, available to absorb specific delays and associated impacts is used.

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

9) No Damages for Delays

ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE AGREEMENT. EXCEPT AS PROVIDED HEREIN, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the construction cost or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of City or its agents. In addition, if Contractor is delayed at any time in the progress of the Work by an act or neglect of the City's employees, or separate contractors employed by the City, or by changes ordered in the Work, or by delay authorized by the City pending arbitration, then the Contract Time shall be reasonably extended by Change Order, and the Guaranteed Maximum Price shall be reasonably increased by Change Order in order to equitably increase the general conditions component of the Guaranteed Maximum Price. Furthermore, if Contractor is delayed at any time in the progress of the Work by labor disputes, fire, unusual delay in

deliveries, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the City and Contractor agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data as recorded by the United States Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.

10) Waiver of Liens

Prior to final payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release City from all claims of liability by Contractor in connection with the agreement.

11) Warranty

Contractor warrants the work against defect for a period of five (5) years from the date of final payment. In the event that defect occurs during this time, Contractor shall perform such steps as required to remedy the defects. Contractor shall be responsible for any damages caused by defect to affected area or to interior structure. The five (5) year warranty period does not begin until approval of final payment for the entire project, and the subsequent release of any Performance or Payment Bonds, which may be required by the original bid document.

12) Indemnification

- 12.1** The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.
- 12.2** The City and Consultant recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Consultant and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars

and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Consultant. Furthermore, the City and Consultant understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Consultant's responsibility to indemnify.

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

13) Non-Discrimination & Equal Opportunity Employment

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

14) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business,

that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

15) Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

16) Notice

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

CITY

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

With a copy to the City Attorney at the following address:

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

CONTRACTOR

17) Termination

17.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

17.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

18) Public Records

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

18.1.1 Keep and maintain public records required by the City in order to perform the service;

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

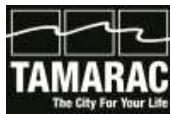
18.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the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

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

18.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

19) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City



Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

20) Venue

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

21) Signatory Authority

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

22) Severability; Waiver of Provisions

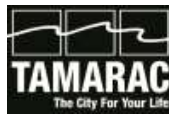
Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions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

23) Uncontrollable Circumstances

23.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

23.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

24) Merger; Amendment



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

25) No Construction Against Drafting Party

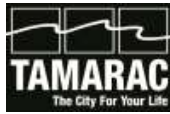
Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning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

26) PUBLIC RECORDS CUSTODIAN

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

**CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**

Remainder of Page Intentionally Blank



IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its duly authorized to execute same.

CITY OF TAMARAC

Harry Dressler, Mayor

Date

ATTEST:

Michael C. Cernech, City Manager

Patricia A. Teufel, CMC
City Clerk

Date

Date

Approved as to form and legal sufficiency:

City Attorney

Date

ATTEST:

Company Name

Signature of Corporate Secretary

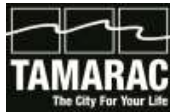
Signature of President/Owner

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

Date



CORPORATE ACKNOWLEDGEMENT

STATE OF _____ :

:SS

COUNTY OF _____ :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

_____, of _____,

a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

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

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

☐ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

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

EXHIBIT 1

Bid No. 16-16RB
Removal and Replacement of Firehouse Garage Doors

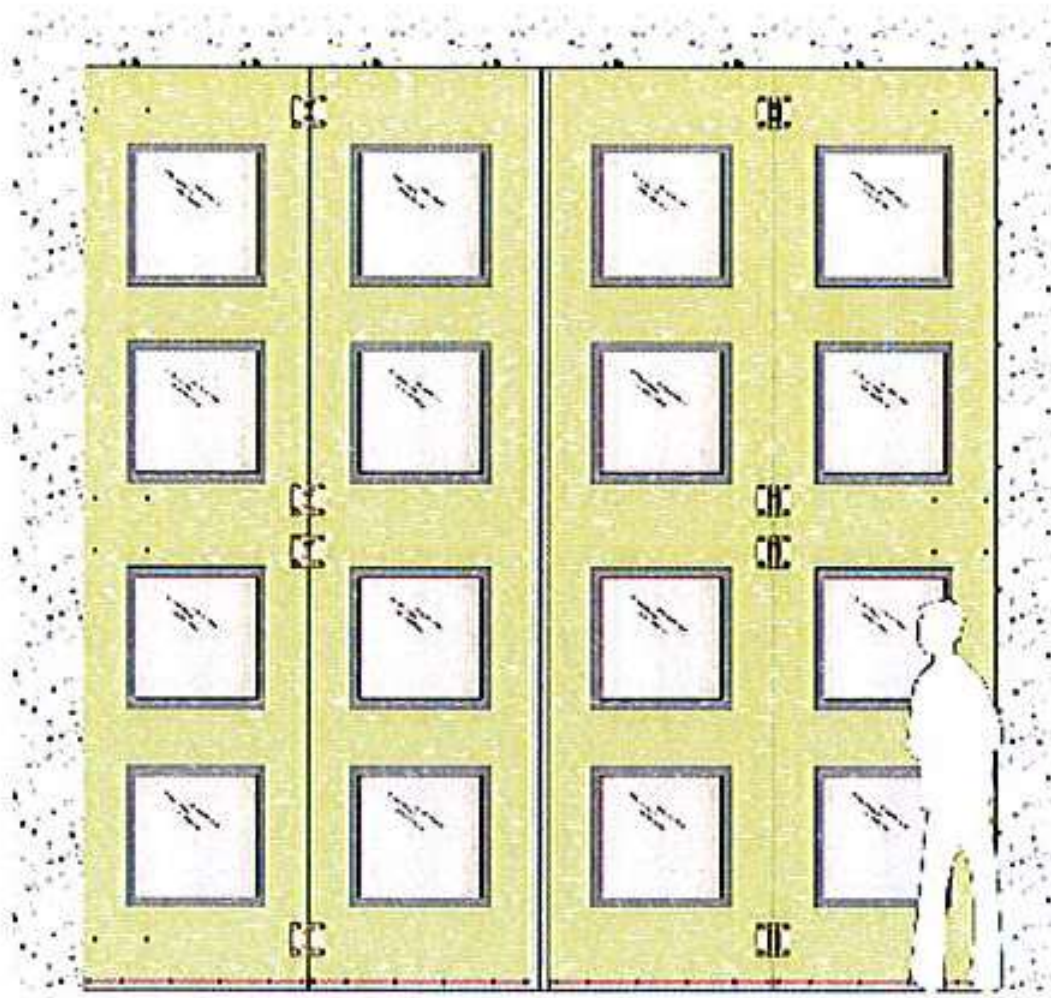
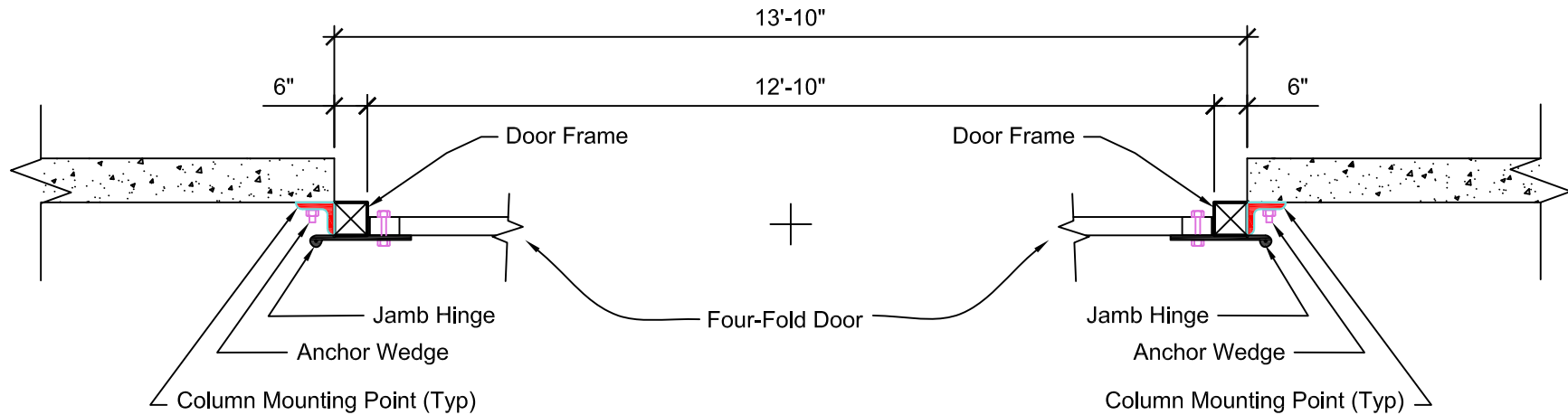
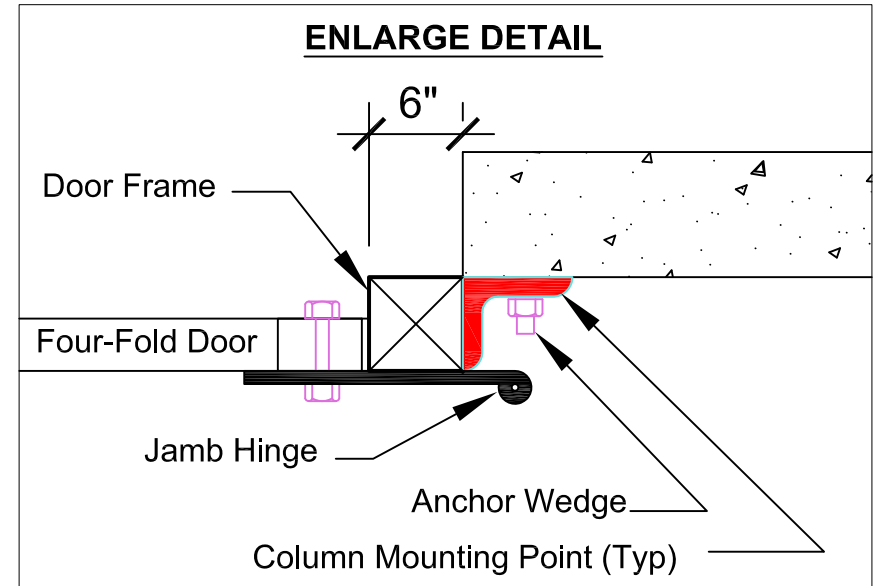


EXHIBIT 2

NOTE:

Sketch is For Informational Purposes Only And Is Not Intended To be Used For Design Or Permitting.

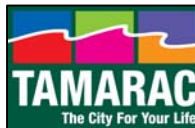


F.S # 41 CONCEPTUAL FOUR - FOLD BAY DOOR MOUNTING SKETCH

REVISIONS		
No.	Date	Remarks

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

CITY OF TAMARAC
PUBLIC SERVICES DEPARTMENT
ENGINEERING DIVISION



Seal:

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

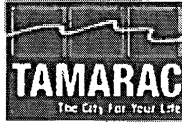
FIRE STATION #41
Conceptual Four-Fold Door

CITY OF TAMARAC, BROWARD COUNTY, FLORIDA
SEC. 5, TWP. 49, RGE. 41

Job No.

Scale: NTS

SHEET



City of Tamarac

Purchasing and Contracts Division

Bid No. 16-16RB**REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS****COMPANY NAME: (Please Print):** Miner South Florida**Phone:** 561-547-5434**Fax:** 561.547.5721**BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...**

1. ☒ Carefully read the General Terms & Conditions, Special Conditions and Special Provisions.
2. ☐ Properly fill out the **Bid Forms and the Schedule of Bid Prices**.
3. ☐ Fill out and sign the **Non-Collusive Affidavit** and have it properly notarized.
4. ☐ Sign the **Certification** page. Failure to do so may result in your Bid being deemed non-responsive.
5. ☒ Fill out the **Bidder's Qualification Statement**.
6. ☒ Fill out the **References** page.
7. ☒ Sign the **Vendor Drug Free Workplace Form**.
8. ☐ Fill out the **List of Subcontractors**.
9. ☐ **Include a 5% Bid Guaranty.** Failure to provide the stipulated bond or guaranty will result in automatic rejection of your bid. Payment and Performance Bonds will be required and must be submitted on the City's forms, included herein.
10. ☐ Fill out and sign the **Certified Resolution**.
11. ☒ **Include proof of insurance.**
12. ☒ **Include copy of State Certified or County Competency License(s)**

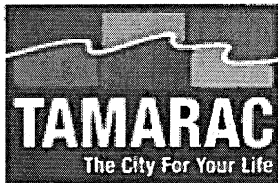
Submit one (1) original document, marked "Original" on its exterior and two (2) copies, prior to the bid opening deadline as well as a PDF copy on a USB Flash Drive or CD, clearly marked with the BID NUMBER AND BID NAME on the outside of the package.

Make sure your Bid is submitted PRIOR to the deadline.

Late Bids will not be accepted.

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

THIS SHOULD BE THE FIRST PAGE OF YOUR BID.

**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.: 16-16RB****BID TITLE: REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS****BID OPENING DATE/TIME:** 10/12/2016 AT 3:00 PM *SD***BUYER NAME:** ANDREW J. ROZWADOWSKI, SENIOR PROCUREMENT SPECIALIST**BUYER PHONE:** 954-597-3570**BUYER EMAIL:** ANDREW.ROZWADOWSKI@tamarac.org**PRE-BID CONFERENCE/SITE INSPECTION:** 09/13/2016 AT 10:00 AM Room # 105**BONDING:** 5% Bid Bond, 100% Payment/Performance Bond**GENERAL CONDITIONS**

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

SEALED BIDS

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

BIDDER COMPANY NAME: Miner Florida
COMPANY ADDRESS: 1131 Gateway Blvd.
COMPANY PHONE: 561-547-5434
NAME OF AUTHORIZED AGENT: William Escobar
TITLE OF AUTHORIZED AGENT: Territory Vice President
AUTHORIZED AGENT EMAIL ADDRESS: wescobar@minercorp.com
BIDDER TAXPAYER ID OR SOCIAL SECURITY NUMBER: 20-1501775

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.



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

SMITH, RUSSELL LEE
MINER FLORIDA, LTD.
23572 NE HIGHWAY 314
SALT SPRINGS FL 32134

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbecue restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CBC1254470

ISSUED: 12/17/2015

CERTIFIED BUILDING CONTRACTOR
SMITH, RUSSELL LEE
MINER FLORIDA, LTD.

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date: AUG 31, 2016 L1512170000851

DETACH HERE

RICK SCOTT, GOVERNOR

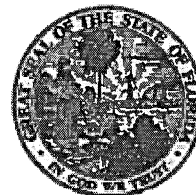
KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CBC1254470	

The BUILDING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

SMITH, RUSSELL LEE
MINER FLORIDA, LTD.
11827 TECH COM RD STE 115
SAN ANTONIO TX 78233



ISSUED: 12/17/2015

DISPLAY AS REQUIRED BY LAW

SEQ # L1512170000851

**Bid No. 16-16RB****REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS****NON-COLLUSIVE AFFIDAVIT**State of Florida)

)ss.

County of Palm Beach)William Escobarbeing first duly sworn, deposes
and says that:

He/she is the Territory Vice President, South Florida, (Owner, Partner, Officer, Representative or Agent) of Miner South Florida, 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

William Escobar

Printed Name

Territory Vice President, South Florida

Title



Bid No. 16-16RB
REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS
ACKNOWLEDGMENT
NON-COLLUSIVE AFFIDAVIT

State of Florida

County of Palm Beach

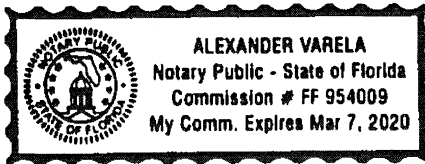
On this the 11 day of October, 2016, before me, the undersigned Notary Public of the State of Florida, personally appeared

William Escobar 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:



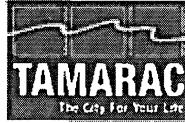
Alexander Varela
 NOTARY PUBLIC, STATE OF FLORIDA

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

☐ Personally known to me, or
☒ Produced identification:

FL Driver License
 (Type of Identification Produced)

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

**BID FORM****Bid No. 16-16RB****REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS**

The City of Tamarac is hereby requesting Bids, from qualified Contractors, for the removal and legal disposal of all replaced materials and to provide and install new Bi-Fold (i.e. vertical four-fold) garage door units at Fire Station #15 and Fire Station #41 per specifications herein; including all hardware, electrical wiring, switches, conduit, new electric controls and motors and all permit submittals in full compliance with current Florida Building Code and Broward County Amendments to the Florida Building Code. All existing features that need to be relocated, modified due to conflict with new installation, or replaced shall be the responsibility of the Contractor. All concrete, stucco or other damaged caused by the removal or installation of the garage doors will be the responsibility of the contractor to correct damage areas.

In order to be considered for this project, the Bidder shall possess, at time of bid opening, one of the following State Certified or County Competency licenses or any license that meet, exceed, or legally perform the scope of work will be acceptable, as determined by state or county licensing agency.

State: Certified General Contractor License, defined by F.S. 489.105 3a

Or

Certified Building Contractor

Or

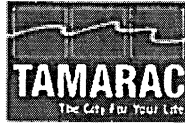
County: General Building Contractor Class "A" (*must be State Registered*)

Occupational license must be in effect as required by Florida Statute §205.065.

Additional Bid Required Qualifications:

In addition to the license requirements above, the successful Bidder shall evidence to the City, at least three (3) years verifiable full-time successful experience with the completion of a minimum of five (5) successful projects of similar size and scope under the same company name. You should provide evidence of the above requirement with your bid however, must provide within three (3) days of City's request.

We propose to furnish the following items in conformity with the specifications and at the indicated bid prices. The bid prices quoted have been checked and certified to be correct. Said prices are fixed and firm and shall be paid to Bidder for the successful completion of its obligation as specified in the contract documents. In the event of obvious mathematical errors, the Bidder recognizes that these are clerical in nature and may be corrected by City. For each bid item, Bidder agrees to furnish all labor, materials, tools and equipment necessary to properly perform the work described herein and on the project drawings. A more detailed description of Pay Items are located throughout the Technical Specifications. It is the intent of the City to award this bid based on the Total Base Bid for all bid items. In the event of latent multiplication or addition errors, the Bidder recognizes that these are clerical errors and may be corrected by the Owner.

**BID SCHEDULE****Bid No. 16-16RB****REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS**

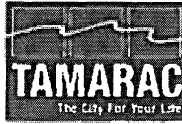
Bidder agrees that any unit price listed is to be multiplied by the estimated quantity requirements listed below in order to arrive at the total price. Bidder agrees to furnish all labor, material, tools, qualified supervision, equipment, accessory material, required bonds, insurance, and permits necessary to complete the proper performance of the work described herein. It is the intent of the City to award this to the lowest responsive/responsible Bidder based on the Grand Total Bid Amount.

Installation of (4) four (16') sixteen feet high by (14') fourteen feet wide garage door units.		
ITEM NO.	Fire Station #15 6000 Hiatus Road Tamarac, Florida 33321	LUMP SUM PRICE
1	LUMP SUM BASE BID PRICE for FOUR (4) DOORS BID - Bi-Fold (i.e. vertical four-fold)	\$ <u>171,587.89</u>
Installation of (4) four (14') fourteen feet high by (13') thirteen feet and (10") ten inches wide garage door units.		
ITEM NO.	Fire Station #41 7501 NW 88th Tamarac, Florida 33321	LUMP SUM PRICE
2	LUMP SUM BASE BID PRICE for FOUR (4) DOORS BID - Bi-Fold (i.e. vertical four-fold)	\$ <u>180,599.11</u>
ALL BIDS INCLUDE REMOVAL & DISPOSAL of ALL ELEMENTS of EXISTING DOORS		
Manufactures' specification sheets for all doors proposed shall be included with the bid. The doors must be installed according to the manufacturer's specifications.		
Contractors <u>MUST</u> field measure to verify at Pre-Bid Conference.		
BID BREAKDOWN* The Bidder shall provide a Schedule of Values for all aspects of the project including mobilization/demobilization, labor and materials, permitting, etc. required or to be used for the project. The schedule of values shall be in sufficient detail to allow the owner to understand how the Bidder arrived at said Base Bid and Alternate Bid prices and shall become part of the contract for basis of payment. The City may ask for a more detailed schedule of values if one submitted is not sufficient.		

NOTE:

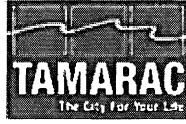
- 1) Reference Specifications for the Sizes and Quantity for Each Location Above
- 2) The City reserves the right to award this bid based on the Total Base Bid for all bid items (i.e. Items 1 & 2) OR award this bid for one stand-alone item (i.e. Item 1 OR 2)

NAME OF BIDDER: Miner South Florida

**BID FORM**
(continued)**Bid No. 16-16RB****REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS**Submitted by: Miner South FloridaDate 10/12/16**THIS BID IS SUBMITTED TO:**

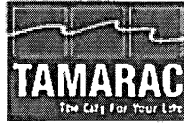
City of Tamarac
Purchasing and Contracts Manager
7525 Northwest 88th Avenue
Tamarac, Florida 33321

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. 16-16RB****REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS**

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_____
Miner South Florida_____
Company Name_____
William Escobar_____
Typed/Printed Name_____
1311 Gateway Blvd._____
Address_____
561-547-5434_____
Telephone_____
Boynton Beach, FL 333_____
City, State, ZIP_____
561-547-5721_____
Fax_____
20-1501775_____
Federal Tax ID Number_____
wescobar@minercorp.com_____
Email address for above signer (if any)_____
CBC1254470_____
Contractor's License Number



BID FORM
(continued)

Bid No. 16-16RB

REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS

Bidder's Name: Miner South Florida

TERMS: N/A % (percent discount, if any, if payment made within N/A 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: One-Hundred Fifty (150) 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.

**Bid No. 16-16RB****REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS****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

William Escobar

Typed/Printed Name

561-547-5434

Telephone

561-547-5721

Fax

wescobar@minercorp.com

Email address for above signer (if any)

Miner South Florida

Company Name

1311 Gateway Blvd.

Address

Boynton Beach, FL 33426

City, State, ZIP

20-1501775

Federal Tax ID Number

CBC1254470

Contractor's License Number



BIDDER'S QUALIFICATION STATEMENT

Bid No. 16-16RB

REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS

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

Name of Company	<u>Miner South Florida</u>
Address	<u>1311 Gateway Blvd.</u>
City State Zip	<u>Boynton Beach, FL 33426</u>
Telephone	<u>561-547-5434</u>
Fax Number	<u>561-547-5721</u>

1. How many years has your organization been in business under its present name?
7 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?

Miner Corporation

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

3855 St. Johns Pkwy Sanford, FL 32771

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 ☒

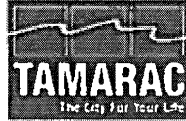
If Yes, explain: _____

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.)

City of Kissimmee Gateway Airport 8/17/16; City of Mt. Dora Frank Brown Park 12/9/15; City of

St. Cloud Fire Station 10/8/14, Police Station 10/19/15; City of Winter Garden Fire Station 3/8/16

9. Have you ever received a complaint on a contract or bid awarded to you by any governmental entity? Yes ☐ No ☒ If yes, explain: _____
10. Have you ever been debarred or suspended from doing business with any governmental entity? Yes ☐ No ☒ If yes, explain: _____

**REFERENCES****Bid No. 16-16RB****REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS**

Please list government agencies and/or private firms with whom you have done business during the last five years:

Your Company Name	Miner South Florida
Address	1311 Gateway Blvd
City State Zip	Boynton Beach, FL 33426
Phone/Fax	561-547-5434
E-mail	wescobar@minercorp.com
 Agency/Firm Name:	 Edwards Construction
Address	4301 Vineland Rd., Ste. E-12
City State Zip	Orlando, FL 32811
Phone/Fax	(407) 872-1812
Contact Name	Chris Cromwell
E-mail	ccromwell@edwardsconstruction.com
 Agency/Firm Name:	 Hawkins Construction
Address	PO Box 1636
City State Zip	Tarpon Springs, FL 34688
Phone/Fax	(727) 938-9719
Contact Name	Richard Morgan
E-mail	rmorgan@hawkinsnet.com
 Agency/Firm Name:	 HGR Construction
Address	1801 Lee Rd., Ste. 301
City State Zip	Winter Park, FL 32789
Phone/Fax	(407) 645-4447
Contact Name	Kelly Lancaster
E-mail	kelly@hgrconstructioninc.com
 Agency/Firm Name:	 The Conlan Company
Address	10752 Deerwood Park Blvd S., Ste 105
City State Zip	Jacksonville, FL 32256
Phone/Fax	(904) 309-8000
Contact Name	Billy Letsko
E-mail	
 Agency/Firm Name:	 Epic Construction
Address	11705 SW 69 Ave.
City State Zip	Pinecrest, FL 33156
Phone/Fax	(407) 310-0308
Contact Name	Kimberly Nichols
E-mail	kimberly.epic@gmail.com



Bid No. 16-16RB
REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS

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

Miner South Florida

Company Name



Bid No. 16-16RB
REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS
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.

MINER LTD

144441

OUR REF. NO.	YOUR INVOICE NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN	NET CHECK AMOUNT
438089	5% OCT2016	10/11/2016	17,609.35	17,609.35	0.00	17,609.35

MINER LTD 11827 TECH COM RD. STE 115 SAN ANTONIO, TX 78233 830-627-8600		KeyBank National Association Cleveland, Ohio 44114 56-704/412		744441
		CHECK DATE	CONTROL NO.	AMOUNT
		10/11/2016	744441	\$*****17,609.35
PAY Seventeen Thousand Six Hundred Nine and 35/100----- Dollars				
CITY OF TAMARAC 7525 NW 88TH AVE TAMARAC, FL 33321				
TO THE ORDER OF		 AUTHORIZED SIGNATURE		
⑈0744441⑈ ⑆041207040⑆ 350993203073⑈				

Security features. Details on back.



BID BOND

STATE OF FLORIDA)

)SS:

COUNTY OF BROWARD)

KNOW ALL MEN BY THESE PRESENTS, that we, Miner Florida, LTD
as Principal, and SureTec Insurance Company
as Surety, are held and firmly bound unto the City of Tamarac, a municipal corporation of
the State of Florida in the penal sum of:

****FIVE PERCENT OF TOTAL AMOUNT BID**** Dollars (\$ 5% TAB) lawful money on the
United States, for the payment of which sum well and truly to be made, we bind ourselves,
our heirs, executors, administrators and successors jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has
submitted the accompanying Bid, dated October 12, 2016,

for:

City of Tamarac Firehouse Garage Doors

Bid No: 16-16RB

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate.
- (b) If said Bid shall be accepted and the Principal shall properly execute and deliver to
said City the appropriate Contract Documents, and shall in all respects fulfill all
terms and conditions attributable to the acceptance of said Bid, then this obligation
shall be void; otherwise, it shall remain in force and effect, it being expressly
understood and agreed that the liability of the Surety for any and all claims
hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby agrees that the obligations of the said Surety and
its bond shall be in no way impaired or affected by any extension of time within which said
CITY may accept such Bid; and said Surety does hereby waive notice of any extension.



ACKNOWLEDGEMENT

BID BOND

Signed and sealed this 11th day of October, 2016

IN PRESENCE OF:

B. R. J.

Brandon Roznarsky, Controller

(AFFIX SEAL)

ATTEST:

Lisa Ortiz
Secretary

ATTEST:

[Signature]
Secretary

Miner Florida, LTD

Principal

1131 Gateway Blvd.

Business Address

Boynton Beach, FL 33426

City/State/Zip

(561) 547-5434

Business Phone

SureTec Insurance Company

Surety*

[Signature]
By Betty J. Reeh

Attorney-in-Fact

Title

*Impress Corporate Seal

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Bryan K. Moore, Gary W. Wheatley, Betty J. Reeh, Michael D. Hendrickson, Patricia Ann Lytle

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 5/18/2017 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 1st day of June, A.D. 2016

SURETEC INSURANCE COMPANY

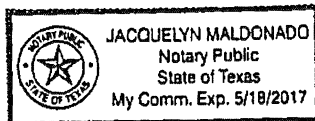
By: John Knox Jr. President

State of Texas
County of Harris

ss:



On this 1st day of June, A.D. 2016 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Jacquelyn Maldonado

Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 11th day of October, 2016, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#. 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

**Exclusion of Liability for
Mold, Mycotoxins, Fungi & Environmental Hazards**

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

**FORM PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, CONTRACTOR has entered into a Contract, Bid No. 16-16RB –
REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS I awarded the
_____ day of _____, 20____, with OWNER for _____
_____ which contract is by reference made a part hereof, and is hereafter
referred to as the Contract;

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Indemnifies and pays OWNER all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 713.01 supplying CONTRACTOR with all labor, materials and supplies used directly or indirectly by CONTRACTOR in the prosecution of the Work provided for in the Contract, then his obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
 - 2.1 A claimant, except a laborer, who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within forty five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to the CONTRACTOR a notice that he intends to look to the Bond for protection.
 - 2.2 A claimant who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the CONTRACTOR and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.



- 2.3 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this ____ day of _____, 20 ____.

WITNESSES

Secretary

(AFFIX SEAL)

WITNESSES

Secretary

(AFFIX SEAL)

IN THE PRESENCE OF:

Principal

By

Signature and Title

Type Name and Title signed above

Surety

By

Signature and Title

Type Name and Title signed above

INSURANCE COMPANY:

By Agent and Attorney-in-Fact

Address

City/State/Zip Code

Telephone



ACKNOWLEDGMENT
FORM PAYMENT BOND

State of _____

County of _____

On this the _____ day of _____, 20__, before me, the undersigned
Notary Public of the State of Florida, the foregoing instrument was acknowledged by:

_____, of
(Name of Corporate Officer) (Title)

_____, a _____
(Name of Corporation) (State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

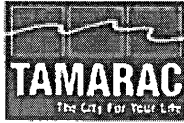
NOTARY PUBLIC, STATE OF _____

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

☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

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

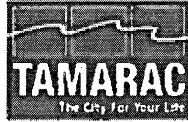


CERTIFICATE AS TO PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that _____ who signed the Bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(AFFIX SEAL)

(Name of Corporation)

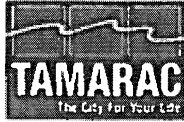
**FORM PERFORMANCE BOND****KNOW ALL MEN BY THESE PRESENTS:**

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

WHEREAS, CONTRACTOR has entered into a Contract, Bid No. 16-16RB – REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS awarded the ____ day of _____, 20__, with OWNER for _____ which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Fully performs the Contract between the CONTRACTOR and the OWNER dated _____, 20__, for the _____, within ____ calendar days after the date of contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and
2. Indemnifies and pays OWNER all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and
3. Upon notification by the OWNER, corrects any and all defective or faulty work or materials, which appear within five (5) years after final acceptance of the work.
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.
 - 4.1 Whenever CONTRACTOR shall be, and declared by OWNER to be, in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
 - 4.2 Complete the Contract in accordance with its terms and conditions; or



- 4.3 Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Bidder, or, if the OWNER elects, upon determination by the OWNER and Surety jointly of the best, lowest, qualified, responsible and responsive Bidder, arrange for a contract between such Bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the OWNER named herein and those persons or corporations provided for in Section 255.05, Florida Statutes, or their heirs, executors, administrators or successors.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this ____ day of _____, 20__.

WITNESSES

Secretary

(AFFIX SEAL)

WITNESSES

Secretary

(AFFIX SEAL)

Principal

By

Signature and Title

Type Name and Title signed above

Surety

By

Signature and Title

Type Name and Title signed above



City of Tamarac

Purchasing & Contracts Division

IN THE PRESENCE OF:

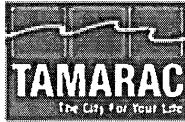
INSURANCE COMPANY:

By Agent and Attorney-in-Fact

Address

City/State/Zip Code

Telephone



ACKNOWLEDGMENT

FORM PERFORMANCE BOND

State of _____

County of _____

On this the ____ day of _____, 20 ____, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by:

_____, of
(Name of Corporate Officer) (Title)

_____, a
(Name of Corporation) (State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF _____

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

☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

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

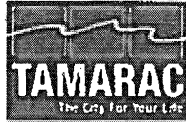


CERTIFICATE AS TO PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the foregoing Performance Bond; that _____, who signed the Bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(AFFIX SEAL)

(Name of Corporation)

**APPLICATION FOR PAYMENT**

Contract Title: _____

Contract/Purchase Order No.: _____ Original Contract Value: _____

Contract Change Order Value: _____ Current Contract Value: _____

Cumulative No. Change Orders: _____

Application for Payment is made, as shown below:

- | | |
|---|----------|
| 1. Original Contract Sum | \$ _____ |
| 2. Net Change by Change Orders | \$ _____ |
| 3. Contract Sum to Date
(line 1 (+) or (-) line 2) | \$ _____ |
| 4. Total Completed and Stored to Date | \$ _____ |
| 5. Retainage | |
| a. ____ % of Completed Work | \$ _____ |
| b. ____ % of Stored Material | \$ _____ |
| c. Total Retainage (line 5a + line 5b) | \$ _____ |
| 6. Total Earned less Retainage
(line 4 – line 5c) | \$ _____ |
| 7. Less Previous Application For Payment
(subtract line 6 from prior A.F.P.) | \$ _____ |
| 8. Current Payment Due | \$ _____ |
| 9. Balance to Finish, plus Retainage
(line 3 – line 6) | \$ _____ |

Submitted by: _____
Contractor

Date: _____

Approved for Payment _____
Project Manager

Date _____

**CHANGE ORDER**

DATE OF ISSUANCE: _____ CHANGE ORDER NO. _____

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

 BID NO. _____ PROJECT NO. _____
 CONTRACTOR _____ P.O. NUMBER _____

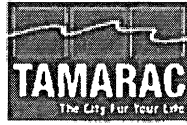
IN COMPLIANCE WITH SPECIFICATIONS IN THE ABOVE REFERENCED CONTRACT, THE CONTRACTOR AND THE CITY DO BOTH HEREBY AGREE THAT THE CONTRACTOR SHALL MAKE THE FOLLOWING CHANGES, ADDITIONS OR DELETIONS TO THE WORK SPECIFIED IN THE PLANS AND SPECIFICATIONS:

 DESCRIPTION: _____

 PURPOSE OF CHANGE ORDER: _____

CHANGE IN CONTRACT PRICE	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	_____

**FINAL RELEASE OF LIEN BY CONTRACTOR**

STATE OF _____:

COUNTY OF _____:

The undersigned contractor, under a certain contract with the City of Tamarac, dated _____, 20__, in connection with the following public work:

PROJECT: _____ CONTRACT NO. _____

does hereby acknowledge receipt of the full contract price of \$ _____, as modified by change order, addenda, etc., and hereby releases and discharges all liens, lien rights, claims or demands of any kind whatsoever which the undersigned contractor now has or might have against the City of Tamarac arising out of said contract or in connection with the aforesaid public improvement.

That all claims, liens or other entitlements for labor, services, materials or supplies furnished, in connection with the aforesaid improvement have been fully paid. That an affidavit on behalf of the contractor, signed by _____, has been furnished to the City of Tamarac, as well as final releases of lien executed by all materialmen and subcontractor regardless of their tier.

IN WITNESS WHEREOF, the contractor has caused this release to be executed in its name and under its seal by its proper officers, this ____ day of _____, 20__.

Signed, Sealed and Delivered
in the Presence of:

Contractor_____
Corporate Secretary Signature_____
President Signature_____
Type Name_____
Type Name



ACKNOWLEDGMENT

FINAL RELEASE OF LIEN

State of Florida
County of Broward

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

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

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

WITNESS my hand
and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF _____

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

☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

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



Bid No. 16-16RB
REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS
SAMPLE FORM AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and _____, a _____ corporation with principal offices located at _____ (the Contractor") to provide for _____.

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

1) The Contract Documents

The Contract Documents consist of this Agreement, Bid Document No. 16-16RB – REBID REMOVAL & REPLACEMENT OF FIREHOUSE GARAGE DOORS, including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid No. 16-16RB as issued by the City, and the Contractor's Proposal, Bid No. 16-16RB as issued by City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other Contract Documents, this Agreement shall prevail.

2) The Work

2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to complete the scope of work, as outlined in the contract documents.

2.1.2 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

2.1.3 Contractor shall provide the City with seventy-two (72) hours written



notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

- 2.1.4 Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3) Insurance

- 3.1. Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified below or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. Insurance limits are outlined below:

Insurance Requirements		
Line of Business/ Coverage	Occurrence	Aggregate
	Limits	
Commercial General Liability including:	\$1,000,000	\$1,000,000
Premises/Operations		
Contractual Liability		
Personal Injury		
Explosion, Collapse, Underground Hazard		
Products/Completed Operation		
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		
Automobile Liability	\$1,000,000.00	\$1,000,000.00
Workers' Compensation & Employer's Liability	Statutory	

4) Time of Commencement and Substantial Completion



4.1 The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than Ten (10) days after the date that Contractor receives the City's Notice to Proceed. The work shall be completed within One-Hundred Eighty Days (180) calendar days from Contractor's receipt of City's Notice to Proceed subject to any permitted extensions of time under the Contract Documents. The work under this agreement shall be substantially complete (i.e. Substantial Completion) within One-Hundred Fifty (150) calendar days from issuance of the City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. Final Completion shall be within 30 calendar days from the date of substantial completion, subject to any permitted extensions of time under the Contract Documents. For the purposes of this Agreement, substantial completion shall mean the project is sufficiently complete in accordance with the Contract Documents so that the project can be occupied or used for its intended purpose, void of any safety concerns. For the purposes of this Agreement, final completion shall mean the issuance of final payment.

4.2 During the pre-construction portion of the work hereunder, the parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained by the City in accordance with the Schedule included in the Contract Documents. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the parties hereto, and such delays are the result of force majeure or are otherwise outside of the control of either party hereto, then the parties shall agree on an equitable extension of the time for substantial completion hereunder and any resulting increase in general condition costs.

5) Contract Sum

The Contract Sum for the above work is Dollars and cents (\$).

6) Payments

Payment will be made monthly for work that has been completed, inspected and properly invoiced. A retainage of ten percent (10%) will be deducted from monthly payments until 50% of the project is complete. Retainage will be reduced to five percent (5%) thereafter. Retainage monies will be released upon satisfactory completion and final inspection of the work. Invoices must bear the project name, project number, bid number and purchase order number. City has up to thirty (30) days to review, approve and pay all invoices after receipt. The Contractor shall invoice the City and provide a written request to the City to commence the one (1) year warranty period. All necessary Releases of Liens and Affidavits and approval of Final Payments shall be processed before the warranty period begins. All payments shall be governed by the Florida Prompt Payment Act, F.S., Part VII, Chapter 218.



7) Remedies

7.1 Damages: The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.

7.2 Correction of Work: If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City shall be the sole judge of non-conformance and the quality of workmanship.

8) Change Orders

8.1 Without invalidating the contract, without any monetary compensation, and without notice to any surety, the City reserves and shall have the right to make increases, decreases or other changes to the work as may be considered necessary or desirable to complete the proposed construction in a satisfactory manner. The Contractor shall not start work pursuant to a change order until the change order setting forth the adjustments is approved by the City, and executed by the City and Contractor. Once the change order is so approved, the Contractor shall promptly proceed with the work. All Change Orders shall include overhead and profit, not to exceed five percent (5%) and five percent (5%) respectively.

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

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

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

8.5 Any claim for an extension of the Contract Time shall be based on written notice delivered by the party making the claim to the other party no later than fifteen (15) days



after the occurrence of the event giving rise to the claim. Notice of the extent of the claim shall be delivered with supporting data and stating the general nature of the claim. Contractor hereby agrees to waive rights to recover any lost time or incurred costs from delays unless Contractor has given the notice and the supporting data required by this Paragraph.

8.6 Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the Contractor can clearly demonstrate that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of delay, available to absorb specific delays and associated impacts is used.

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

9) No Damages for Delays

ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE AGREEMENT. EXCEPT AS PROVIDED HEREIN, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the construction cost or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages including but no limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of City or its agents. In addition, if Contractor is delayed at any time in the progress of the Work by an act or neglect of the City's employees, or separate contractors employed by the City, or by changes ordered in the Work, or by delay authorized by the City pending arbitration, then the Contract Time shall be reasonably extended by Change Order, and the Guaranteed Maximum Price shall be reasonably increased by Change Order in order to equitably increase the general conditions component of the Guaranteed Maximum Price. Furthermore, if Contractor is delayed at any time in the progress of the Work by labor disputes, fire, unusual delay in



deliveries, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the City and Contractor agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data as recorded by the United States Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.

10) Waiver of Liens

Prior to final payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release City from all claims of liability by Contractor in connection with the agreement.

11) Warranty

Contractor warrants the work against defect for a period of five (5) years from the date of final payment. In the event that defect occurs during this time, Contractor shall perform such steps as required to remedy the defects. Contractor shall be responsible for any damages caused by defect to affected area or to interior structure. The five (5) year warranty period does not begin until approval of final payment for the entire project, and the subsequent release of any Performance or Payment Bonds, which may be required by the original bid document.

12) Indemnification

12.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

12.2 The City and Consultant recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Consultant and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars



and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Consultant. Furthermore, the City and Consultant understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Consultant's responsibility to indemnify.

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

13) Non-Discrimination & Equal Opportunity Employment

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

14) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business,



that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

15) Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

16) Notice

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

CITY

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

With a copy to the City Attorney at the following address:

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

CONTRACTOR

17) Termination

- 17.1 Termination for Convenience:** This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.



17.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

18) Public Records

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

18.1.1 Keep and maintain public records required by the City in order to perform the service;

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

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

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

18.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

19) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City



Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

20) Venue

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

21) Signatory Authority

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

22) Severability; Waiver of Provisions

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

23) Uncontrollable Circumstances

23.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

23.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

24) Merger; Amendment



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

25) No Construction Against Drafting Party

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

26) PUBLIC RECORDS CUSTODIAN

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

**CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**

Remainder of Page Intentionally Blank



IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its duly authorized to execute same.

CITY OF TAMARAC

Harry Dressler, Mayor

Date

ATTEST:

Michael C. Cernech, City Manager

Patricia A. Teufel, CMC
City Clerk

Date

Approved as to form and legal sufficiency:

Date

City Attorney

Date

ATTEST:

Company Name

Signature of Corporate Secretary

Signature of President/Owner

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

Date



CORPORATE ACKNOWLEDGEMENT

STATE OF _____ :

:SS

COUNTY OF _____ :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

_____, of _____,

a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

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

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

☐ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

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



October 11, 2016

PREPARED FOR:

City of Tamarac
Purchasing & Contracts Division
7525 NW 88th Avenue. Room 108
(954) 597-3570
ANDREW.ROZWADOWSKI@tamarac.org

PREPARED BY:

Dwight Gibson
Miner Florida
1131 Gateway Blvd.
Boynton Beach, FL 33426
dgibson@minercorp.com
O: 561-547-5434 / C: 561-213-0365

Parts, Service or Accessories to be provided by Miner



Door Engineering's Four-Fold 701, Hurricane Rated door system is the only hurricane rated Four-Fold door available. The FF701 has been tested and approved for High Velocity Hurricane Zones, up to 120psf and has been approved by the Florida Building Code (#FL17136).

Features

The Hurricane Rated door systems are built with 11-gauge structural steel tube and 14-gauge cladding on the exterior and interior sides. The cremone lock concealed in the panel and the weather seals with no exposed fasteners give a clean finish. To make sure you get the look that you want, there is eight different glazing layouts, from no glass to complete glass. The hurricane rated door is also available in our exterior folding configuration.

Qty	Model	Description	Unit Price	Qty Price
Station #15				
4	FF701	"Door Engineering" Hurricane Rated 4-fold door. Power operated, interior mounted. Doors are Hurricane Approved: FBC #FL17136, 120psf positive and negative, includes large missile impact and HVHZ approval (High Velocity Hurricane Zone).	\$42,472.25	\$169,889.00
8	Above	Core Drilled, in ground 8" Schedule 40 Steel, concrete filled, interior bollards. 5' AFF. Painted Safety Yellow	Included	Included
4	Above	Mechanical Installation (includes removal & disposal of existing doors & hardware)	Included	Included
1	Above	Electrical Installation (includes removal of existing wiring, conduit, and accessories)	Included	Included
1	Above	Shipping & Handling	Included	Included
1	Above	Lift Rental	Included	Included
1	--	Art Fund Fee	\$1,698.89	\$1,698.89
Qty	Model	Description	Unit Price	Qty Price
Station #41				
4	FF701	"Door Engineering" Hurricane Rated 4-fold door. Power operated, interior mounted. Doors are Hurricane Approved: FBC #FL17136, 120psf positive and negative, includes large missile impact and HVHZ approval (High Velocity Hurricane Zone).	\$44,702.75	\$178,811.00
8	Above	Core Drilled, in ground 8" Schedule 40 Steel, concrete filled, interior bollards. 5' AFF. Painted Safety Yellow	Included	Included
4	Above	Mechanical Installation (includes removal & disposal of existing doors & hardware)	Included	Included
1	Above	Electrical Installation (includes removal of existing wiring, conduit, and accessories)	Included	Included
1	Above	Shipping & Handling	Included	Included
1	Above	Lift Rental	Included	Included
1	--	Art Fund Fee	\$1,788.11	\$1,788.11
TOTAL:				\$352,187.00

This Four-fold door pricing includes (per opening):

1. Door Panels/hardware

- 3 1/8" inches thick constructed from 11-gauge structural steel tubing
- 14 gauge steel sheeting interior and exterior. Sheeting shall be formed on the vertical edges with no visible welds on the interior or exterior panel faces.
- Fiberglass Batt Insulation (R11) between all gaps in panel framing (Excludes insulation inside

of tube frame)

- Jamb hinges shall be dual shear and have two thrust bearings and two needle bearings.
- Fold hinges shall be dual shear with two thrust bearings. Fold hinges shall be stainless steel
- Full Perimeter weatherseals with no exposed fasteners on the exterior.
- Connecting Rod disconnects for manual operation
- Manual Cremone bolt locks to secure door during high winds (i.e. Hurricane windloads). Locking bolts shall be completely concealed within the door panel. A limit switch shall disable the operator when the locks are engaged.
- (2) each 8" Schedule 40 Steel, concrete filled, interior bollards to protect the doors when in the folded (i.e. open) position. Bollard installation design shall include core drilling the existing bay floor slab.

2. Glazing

- Qty per opening: (16), Approximate Size: 20" x 20", Type: 9/16" impact safety glass. Pilkington's Energy Advantage LowE

3. Operator and Controls

- Overhead mounted Electro-mechanical operator with limit switches. Requires 18" of headroom
- Operator includes a operator cover.
- Incoming electrical is 115VAC, 60 Hz, Single Phase
- Control panel includes VFD to allow speed adjustment
- (1) NEMA Type 4 Push Button Station Surface mount
- (1) NEMA Type 4 Photo Eyes EMX IRB-4X
- Includes inputs for radio receivers, (1) 900 mhz receiver & (1) 900 mhz single button transmitter
- (1) Interior Overhead mounted unidirectional motion sensor for door reversal safety function. Capable of filtering people and detecting vehicles only, capable of filtering cross-traffic, and utilizes microwave Doppler radar technology.
- Electric safety edges on leading edge of all doors to reverse door upon contact with obstruction.

4. Finishes

- Factory finish: Epoxy primer followed by polyurethane finish paint. Customer to select from Manufacturer's standard RAL color chart.
- Operator, track and connecting rods shall be powder coated manufactures standard gray.

5. Manufacturer's standard warranty: Door Engineering and Manufacturing, LLC (hereby referred to as Company) warrants that all products manufactured by it shall be free from defects in materials and workmanship for a period of one (1) year from thirty (30) days of the date of shipment of product from Company. Company's obligation under said warranty is to cover the **door and mechanical components for five (5) years**, liquid & prime paint 1 year (excluding fading and normal wear), electrical and safety components for one (1) year, weather seals and brake pads for one (1) year and labor one (1) year. Materials will be covered in the repair or replacement of products proven to be defective in material or workmanship.

6. Surface mounted tube frame: 6"x6" pre-hung frame, designed to anchor to masonry wall construction. All hinges, track supports and operator supports are factory attached.

-Station #41 → Custom surface mounted tube frame: This frame will project into the opening 6" at each jamb allowing the panels enough stacking space. Pre-hung frame, designed to anchor to masonry wall construction. All hinges, track supports and operator supports are factory attached.



October 11, 2016

TOTAL Amount:	\$352,187.00
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Work to be performed during regular business hours, Monday through Friday between 8am and 4:30pm. Work required during hours other than normal business hours will include extra charges.

Please sign and email quote to: dgibson@minercorp.com / Fax: 561-547-5721

CUSTOMER ACCEPTANCE

Approval Signature

Printed Name

PO#

Date

Terms & Conditions:

Unless otherwise stated in writing, the following terms and conditions of sale become a part of the proposal. "Company" refers to The Miner Corporation.

1. PRICES

- a. Are firm for acceptance within 30 days from the date of quotation, provided quotation is for production and for shipment of equipment within 16 weeks from the date of quotation.
- b. Are subject to increase equal in amount to any tax Company may be required to collect or pay on the sale.
- c. Are subject to any price increase resulting from Buyer requested changes in the equipment or changes in the production schedule.
- d. Are subject to increase due to surcharges or price increases by manufacturers prior to shipment.

2. SHIPMENT

Shipment is F.O.B. from place of manufacture. Buyer shall bear all costs of freight and insurance in connection with delivery. Upon request of Buyer, Company may prepay freight and insurance charges on behalf of Buyer and bill such charges to Buyer. In either event, risk of loss or damage in transit passes to Buyer upon *delivery to carrier*.

3. DELIVERY

- a. The Company will endeavor to secure shipment of orders as scheduled. However, all shipment dates are approximate only, and the Company reserves the right to readjust shipment schedules.
- b. Under no circumstances will the Company be responsible or incur any liability for costs or damages of any nature (whether general, consequential as a penalty or liquidated damages, or otherwise) arising out of or owing to (1) delays in delivery or (2) failure to make delivery at agreed or specified times due to circumstances beyond its reasonable control.
- c. If delivery is refused or shipment is suspended by Buyer, Buyer shall pay (1) Company's invoice for Equipment as per payout terms, (2) Company's handling and storage charges, and (3) demurrage charges.

4. CANCELLATION

Buyer cannot cancel orders placed with the Company except with the Company's expressed written consent, and upon terms and payment to the Company indemnifying the Company against loss, including but not limited to expenses incurred and commitments made by the Company. Cancellation will be a minimum of 25% of the total Contract Sum.

5. CONCEALED OR UNKNOWN

Concealed or unknown conditions below the surface of the ground or in an existing structure may be encountered that differ materially from those recognized as inherently part of the contract. In the event, the Contract Sum shall be equitably adjusted by Change Order upon claim by the Company.

6. PERFORMANCE REQUIREMENTS

The equipment furnished under the contract will be as stated, and Buyer has selected same based on the specification (type, amount, source end products, and intended use of Buyer) of the material to be handled or processed by Buyer and the Local, State and Federal Regulations in existence on the date of the Proposed Contract. Changes in the equipment requirements may result from matters determined by surveys, studies, approvals, and permits or from changes in the material specification by Buyer or from changes in the Local, State, and Federal Regulations. In this event, the Contract Sum shall be equitably adjusted by Change Order upon claim by the Company.

7. INFORMATION AND SERVICE REQUIRED OF THE BUYER

- a. The Buyer shall furnish all necessary surveys describing the physical characteristics, legal limitations and utility locations for the site of the Project, and legal description of the site.
- b. The Buyer shall secure and pay for all necessary surveys, studies, approvals, easements, assessments, notices, and permits required for the construction and use of permanent structures or for permanent changes to existing facilities.
- c. Information or services under the Buyer's control shall be furnished by the Buyer with reasonable promptness to avoid delay in the orderly progress of the work.
- d. Roof or wall openings, flashing, and counter flashing shall be furnished by the Buyer.
- e. Electric, water, steam, fuel, compressed air, storm/sanitary drain, and other utility sources or connections shall be furnished by the Buyer.
- f. Labor and material required to make connection between the equipment furnished under the contract and the utilities shall be provided by the Buyer.
- g. Labor and material required to make field connections between equipment components (except reconnection of items dismantled for shipment) shall be provided by the buyer.
- h. Site access and site conditions to allow for unimpeded use of installation equipment is the responsibility of the Buyer.
- i. The Buyer shall secure and pay for all testing required by Local, State, and Federal Regulations

8. SERVICE WARRANTY

Company warrants all service performed hereunder to be performed in a workmanlike manner and free from defects in workmanship upon completion. Company's obligation and Buyer's sole remedy, hereunder shall be limited to repair by Company of any defects discovered and reported in writing to company within 90 days after completion of services hereunder, without charge to Buyer, or (at Company's option) return of the contract price for such defective devices.

9. EQUIPMENT AND PARTS WARRANTY

Company's obligation, and Buyer's sole remedy relative to equipment and parts warranty by manufacturers thereof, is to secure manufacturer's warranty on behalf of Buyer, and assist Buyer in the presentation of any warranty claim, but Company makes no warranty in addition thereto.

10. ACCEPTANCE AND GOVERNING PROVISIONS

This writing constitutes an offer by the Company to sell products and/or services described herein and expires upon written notice or thirty (30) days from this date, whichever occurs first. This offer is, however, entirely contingent upon acceptance by Company's supplier of a corresponding purchase order from Company. Acceptance of this offer is limited to the terms and conditions hereof, and any such other matter in buyer's forms or correspondence shall not become part hereof and same shall not be binding upon Company unless agreed to in writing, signed by an Officer of the Company. When accepted by Buyer, this writing shall constitute the entire agreement between Company and Buyer on the subject hereof, except as amended by a writing signed by Company. This offer and any agreement arising out of it shall be governed by and construed in accordance with the internal laws of the State of Texas



Title - TR12886 - FY 2015-2016 Consolidated Annual Performance Evaluation Report (CAPER)

Item 6 (c) on the Consent Agenda. (TR1286) A Resolution of the City Commission of the City of Tamarac, Florida approving the Consolidated Annual Performance Evaluation Report (CAPER FY2015-2016) which is attached hereto as Exhibit "A" for the U.S. Department of Housing & Urban Development (HUD)'s Community Development Block Grant (CDBG) Programs for HUD's Fiscal Year 2015-2016; providing for conflicts; providing for severability; and providing for an effective date. - ***Community Development Director Maxine Calloway and Coleen Christie***

Commission District(s):

Citywide

ATTACHMENTS:

Description	Upload Date	Type
❑ Memo	12/7/2016	Cover Memo
❑ Resolution	12/7/2016	Resolution
❑ Exhibit "A" - CAPER	12/7/2016	Exhibit
❑ Appendix "A" - Public Notice	12/7/2016	Backup Material

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Michael C. Cernech,
City Manager

DATE: November 30, 2016

FRO Maxine A. Calloway,
M: Director of Community
Development

RE: Consolidated Annual
Performance Evaluation Report
(CAPER FY 2015-2016)
Temp. Reso. No. 12886

Recommendation: The Director of Community Development recommends that the Mayor and City Commission approve the Consolidated Annual Performance Evaluation Report (CAPER) for submittal to U.S. Department of Housing & Urban Development (HUD).

Issue: An annual report called the CAPER for FY2015-2016 is required to be submitted to HUD at the conclusion of each funding year.

Background: The CAPER is an annual document that summarizes the expenditures that have been made for the projects and programs submitted to and approved by the U.S. Dept. of Housing & Urban Development for the City's Community Development Block Grant (CDBG) Program in the City's Annual Plan. The City's Fiscal Year 2015-2016 allocation was \$366,236.00.

The following goals were established by the Mayor and City Commission. The CAPER indicates how the City performed during the past year in expending funds to the residents of Tamarac:

FY 2015-2016 Accomplishments

Activity: Home Rehabilitation

To offer assistance to income eligible homeowners to address code, building, health and safety issues and deficiencies.

Proposed: 8 Households to be assisted.

Actual: 8 Households assisted.

Demographics: 5 White, 3 Black,
1 Hispanic
7 Female Head of Households
3 Senior Households

Activity: Public Service (Full Time Information & Referral Specialist)

This activity will include funding for a temporary full-time information and referral specialist to provide information and referral services and ongoing case management services to residents.

Proposed: 100 Unduplicated residents to be assisted.

Actual: 64 Unduplicated residents assisted.

- **The position was vacant between December 2015 through February 2016.**

Demographics: 47 White, 16 Black, 1 Other
3 Hispanic residents
58 Female Head of Households
21 disabled residents assisted through this activity.

Activity: Public Service (Counseling Services)

This activity will include funding for support groups to individuals, families, as a result of continuing family issues (bereavement, mental health, and other life skill improvement activities).

Proposed: *30 Unduplicated residents to be assisted.*

Actual: *45 Unduplicated residents assisted.*

Demographics: 35 White, 10 Black, 8 Hispanic
37 Female Head of Households
4 disabled residents assisted through this activity.
33 Senior Households (all Public Service)

Activity: Toilet Rebate Program

This program reimburses residents for the cost to purchase low-flow toilets. As a result of reprogrammed funds, the City served:

Actual: 178 residents

Demographics: 152 White, 13 Black, 1 Asian, 12 Other
12 Hispanic
174 Senior Household

CDBG funds have a five-year life cycle allowing grantees to plan for both short term and long term projects. As such, 2015/2016 money will continue to be available through fiscal year 2019/2020. Consequently, while funds are expended and activities reported for 2015/2016 cycle, funds are required to be taken from previous years allocations, thus impacting how current (2015/2016) funds are reported.

The following is an approximate breakdown of the City's FY 2015/2016 funds activity to date:

Expended Funds	\$310,670.04
Unexpended Funds	\$55,565.96

The CAPER for FY2015-2016 requires approval by the City Commission at which a public hearing will take place. Any comments received will be incorporated into the document. Following City Commission approval, the CAPER will be submitted to HUD for review and approval. The public review period took place November 14, 2016 – December 14, 2016, no public comments have been received. The submittal of the CAPER is a required document to remain consistent with HUD regulations.

Fiscal Impact: The CAPER is a detailed financial report documenting how CDBG FY 2015-2016 funds were allocated and has no effect on the City's budget. This item supports strategic goal #5 – A Vibrant Community – the Community Development Block grant program directly impacts the quality of life of the residents of Tamarac while enhancing the built environment.



Maxine Calloway,
Director of Community Development

City Manager

CAPER FY 2015/2016

Temp. Reso. No. 12886

November 30, 2016 – Page 3

Consolidated Annual Performance Evaluation Report and associated Exhibits

CITY OF TAMARAC, FLORIDA

RESOLUTION NO R-2016-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA APPROVING THE CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER FY2015-2016) WHICH IS ATTACHED HERETO AS EXHIBIT "A" FOR THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT (HUD)'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAMS FOR HUD'S FISCAL YEAR 2015-2016; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as of October 1, 2015, the City of Tamarac has received funding from the U.S. Department of Housing and Urban Development (HUD) for HUD's Fiscal Year (FY2015-2016) in the amount of Three Hundred Sixty Six Thousand Two Hundred and Thirty Six (\$366,236.00) Dollars for its Community Development Block Grant (CDBG) Program; and

WHEREAS, at the conclusion of each funded year, the City of Tamarac must prepare a Consolidated Annual Performance Evaluation Report (CAPER), which details the expenditures for its approved projects and programs undertaken during that fiscal year; and

WHEREAS, the approved CAPER FY 2015-2016 document will be submitted to HUD for approval by December 30, 2016; and

WHEREAS, the Director of Community Development recommends approval; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interests of the citizens and residents of the City of Tamarac to approve the Consolidated Annual Performance Evaluation Report (CAPER FY2015-2016) for submittal to the U.S. Department of Housing and Urban Development (HUD) Community

Development Block Grant (CDBG) Program.

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

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

SECTION 2: That the City Commission approve the Consolidated Annual Performance Evaluation Report (CAPER FY 2015-2016) (attached hereto as Exhibit "A") to be submitted to the U.S. Department of Housing and Urban Development (HUD) consistent with Community Development Block Grant (CDBG) Program requirements.

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

SECTION 4: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 5: This Resolution shall become effective immediately upon its passage and adoption.

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

CITY OF TAMARAC, FLORIDA

HARRY DRESSLER,
MAYOR

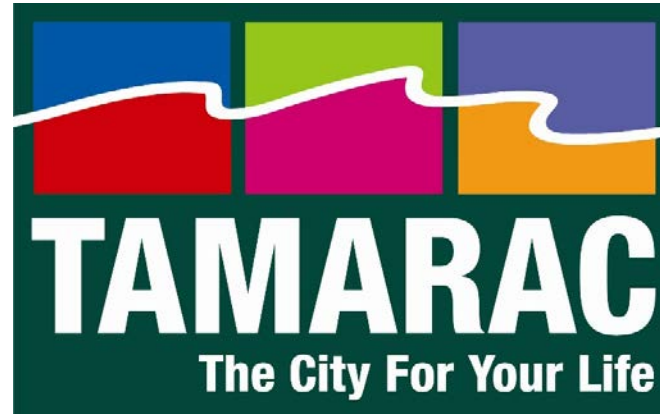
ATTEST:

PATRICIA TEUFEL,
CITY CLERK

H. DRESSLER	_____
M. BOLTON	_____
M. GOMEZ	_____
J. FISHMAN	_____
D. PLACKO	_____

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

SAMUEL S. GOREN,
CITY ATTORNEY



CITY OF TAMARAC

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER) FY 2015/2016

**Prepared by:
City Of Tamarac
Community Development Department
Housing Division
7525 NW 88th Avenue Room 206
Tamarac, FL 33321**

**Submitted to:
Department of Housing and Urban Development Miami Field Office**

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Executive Summary

The City of Tamarac receives Community Development Block Grant (CDBG) funds each year from the U.S. Department of Housing and Urban Development (HUD). In addition to CDBG funds, the City of Tamarac is an entitlement agency of the State Housing Initiative Partnership Program (SHIP), and is a member of the Broward County Consortium of Home Investment Partnership Program (HOME). The Consolidated Annual Performance Evaluation Report (CAPER) details the City's past year performance relative to the expenditure of Community Development Block Grant (CDBG) funds to accomplish those goals stated in the Five-Year Consolidated Plan and its corresponding Annual Action Plan.

The October 1, 2015 thru September 30, 2016 funding period covered by this CAPER, reflects the progress made in achieving the annual funding goals and priorities established by the City of Tamarac. The Sixteenth Year grant allocation, totaling \$366,236.00 and federal compliance actions associated with the receipt of HUD funds is the primary focus of the CAPER. The activities conducted with CDBG funds consist of affordable housing and public/social services. The CAPER also addressed other public and private resources used in accomplishing affordable housing and social services activities. Of note, *Expended amounts* are actual costs that the City has been reimbursed for and is reflected on the Integrated Disbursement Information System (IDIS) system. *Encumbered amounts* are amounts that are not yet reimbursed to the City and/or amounts awarded for work in progress

In summary, the City of Tamarac accomplished the following:

Annual Action Plan Goal for Affordable Housing: The City of Tamarac proposed to provide assistance to eight (8) Households with rehabilitation of owner occupied housing

Goal Outcome for Affordable Housing: Eight (8) families received assistance during the 2015/2016 program year thereby meeting 100% of the goal.

*Toilet Rebate-Assisted 178 residents during the 2015/2016 program year.

Expenditures: \$210,823.26

EXHIBIT "A"

Annual Action Plan Goal for Public/Social Services: The City of Tamarac proposed to provide public/social service assistance to 100 Households through its social service program

Goal Outcome for Public/Social Services: 64 households received public/social service assistance during the 2015/2016 program year thereby meeting 64% of the goal. The City did not meet its annual goal because the position was vacant from December 2015 until February 2016

Expenditures: \$27,984

Annual Action Plan Goal for Public/Social Services: The City of Tamarac proposed to provide public/social service assistance to 30 unduplicated Households through its social service-counseling program

Goal Outcome for Public/Social Services: 45 unduplicated Households received public/social service assistance during the 2015/2016 program year thereby exceeding its goal at 150%.

Expenditures: \$7,430

Program Admin and Audit: \$64, 431.77

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

The City of Tamarac has prepared the 2015-2016 Consolidated Annual Performance and Evaluation Report (CAPER) as required by the U.S. Department of Housing and Urban Development (HUD) which describes the use of CDBG funds during the first program year of the 2015-2019

Consolidated Plan period. All activities undertaken by the City will benefit very low (below 30% AMI), low (below 50% AMI), and moderate (below 80%) income persons.

The 2015-2019 Five (5) Year Consolidated Plan addressed the City's needs via the following goals and related corresponding priorities summarized below:

- Provide funding assistance to maintain the supply of affordable housing through rehabilitation of older units especially that available to low- and moderate income persons within the City.
- Preserve existing housing stock through assistance by the Code Enforcement Division and Building Department.
- Encourage the construction of high quality affordable rental and owner-occupied housing.
- Provide first-time homeownership opportunities, which include includes down payment and or closing costs for low and moderate income residents.
- On-going coordination for services and housing for the homeless.
- Provide public services based on the demand and needs of the residents.

The City's **Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)**

Comparison of Proposed and Actual Accomplishment

For FY 2015/2016 the City of Tamarac proposed to serve 100 unduplicated residents under IDIS Activity #111 - Public Service - Full-Time Information & Referral Specialist. The City did not meet the expected number of serving 100 unduplicated residents for the

EXHIBIT "A"

fiscal year, instead, the City assisted 64 unduplicated residents. The City's inability to meet this performance measure is due to the vacancy of the Full-Time Information & Referral Specialist position, this position was vacant from December 2015 until February 2016.

For FY 2015/2016 the City of Tamarac proposed to serve 30 unduplicated residents under IDIS Activity #112 - Public Service - Counseling Services. The City provided services for 45 unduplicated residents, 150% of the goal.

For FY 2015/2016 the City of Tamarac proposed to assist 8 households under IDIS Activity #109- Home Rehabilitation. The City met its goal by assisting a total of 8 households.

*Of note, due to reprogrammed funds to the Toilete Rebate program the City assisted 178 residents during FY2015/2016

The information provided in this CAPER provides a review of the uses and accomplishments associated with FY 2015/2016. Below is a brief summary of the accomplishments in FY 2015/2016.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Housing	Affordable Housing	CDBG/ \$187,979.17	Homeowner Housing Rehabilitated	Household Housing Unit	40	8	20%	8	8	100%
Housing	Affordable Housing	State Housing Initiative Program (SHIP): \$177,900	Direct Financial Assistance to Homebuyers	Households Assisted	10	5	50%	5	5	100%

EXHIBIT "A"

Housing	Affordable Housing	CDBG/\$22,845.09	Homeowner Housing Rehabilitated	Household Housing Unit	225	178	79.11%	113	178	157%
Public/Social Services	Non-Homeless Special Needs Public Services	CDBG/\$27,984:	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	400	64	16%	100	64	64%
Public/Social Services	Non-Homeless Special Needs Public Services	CDBG/\$7,430	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	120	45	37.5%	30	45	150%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City of Tamarac continues to promote high quality housing development, as well as quality maintenance of the City's existing housing stock by residents. Table 1 details the progress made by the City towards achieving and addressing all priority objectives as identified in the 2015-2019 five (5) year Consolidated Plan. Both the City's homeowner housing rehabilitation program and the Purchase Assistance program repair programs are designed to address these needs, increasing the affordability of safe and decent housing, while maintaining the City's affordable housing stock.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	239
Black or African American	42
Asian	2
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Other	12
Total	295
Hispanic	24
Not Hispanic	271

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The racial/ethnic composition of those assisted through CDBG in FY 2015/2016 are as follows: (239) White, (42) Black 2 Asian and (12) Other. Of the 295 household served, (12) Households were of Hispanic ethnicity, and (102) households were headed by females. (210) Elderly household was assisted. Through both Social Service programs the City assisted 25 disabled residents.

CR-15 - Resources and Investments 91.520(a)**Identify the resources made available**

Source of Funds	Resources Made Available	Amount Expended During Program Year
CDBG	\$1,464,944	\$310,670.04
HOME	\$283,896	\$22,534.60

Table 3 – Resources Made Available**Narrative**

The estimated CDBG resources available for the implementation of projects throughout the 2015-2019 five (5) year Consolidated Plan is \$1, 464,944, the City has expended \$310,670.04 during FY15/16.

The estimated HOME resources available for the implementation of projects throughout the 2015-2019 five (5) year Consolidated Plan is \$283,896. Of the \$70,974 allocated for FY 2015/2016, the City has expended \$22, 534.60 and encumbered \$31, 746.95

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City Wide Low-Mod	100%	100%	City-Wide Low Mod

Table 4 – Identify the geographic distribution and location of investments**Narrative**

The City of Tamarac allocated 100% of its owner-occupied residential rehabilitation allocation to serve Low and Moderate Income Households-Citywide

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Leveraging is utilized by the City as an excellent tool to better meet the needs of its low and moderate income persons by increasing the total number of dollars available per person.

Broward County has been designated as a HOME Consortium by the U.S. Department of Housing and Urban Development (HUD) and receives an annual allocation of HOME funds on behalf of the thirteen (13) participating Consortium cities. These funds have enabled members of the consortium to expand their initiatives and resources to provide safe, decent and affordable housing to the residents of the participating cities. The City of Tamarac is a part of the Consortium, and received \$70,974 for fiscal year 2015/2016. With HOME funds, the City will increase the financial resources available for specific housing needs.

As a SHIP grantee, the City of Tamarac has been successful in leveraging CDBG dollars against SHIP dollars to not only increase the total dollars available to the applicant, but to assist certain moderate income persons' not eligible under CDBG income criteria.

Although the grant funds fluctuate and have been limited over the past few years, the City leveraged the following FY 2015/2016 funds to benefit low/moderate income households:

- CDBG funds in the amount of \$366,236
- SHIP funds in the amount of: \$298,557
- HOME funds in the amount of: \$ 70,974
- RCMP funds in the amount of: \$194,000

The City currently does not have any funding source that requires matching

The City has assessed its inventory of publicly owned land and a determination was made that the City does not currently own land that is suitable for use as affordable housing. Should the City purchase residential land in the future, the City will maintain a current list showing locations and zoning.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of homeless households to be provided affordable housing units	0	0
Number of non-homeless households to be provided affordable housing units	8	8
Number of special-needs households to be provided affordable housing units	0	0
Total	8	8

Table 5- Number of Households

	One-Year Goal	Actual
Number of households supported through rental assistance	0	0
Number of households supported through the production of new units	0	0
Number of households supported through the rehab of existing units	8	8
Number of households supported through the acquisition of existing units	0	0
Total	8	8

Table 6 - Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

During FY 2015/2016, the City of Tamarac was successful in meeting the goals proposed in the Annual Action Plan. The City will continue to monitor its programs to ensure that the priority needs of increasing the supply of affordable housing units and preserving the current affordable housing stock is continuously met. . The owner-occupied rehabilitation program targeted current low and moderate income homeowners in an effort to improve the condition of their dwelling units while maintaining their unit's affordability.

Discuss how these outcomes will impact future annual action plans.

Based on the results obtained in FY 2015/2016, the City is on track to meeting the goals stipulated in the 2015-2019 Consolidated Plan. The City will continue to evaluate its program designs to ensure that the maximum number of households are assisted with the limited funding received. The City will continue to work in partnership with the various private and no-

profit entities so as to promote affordable housing through the City. The City foresees that as housing stock ages, the preservation of these homes become more important

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Persons Served	CDBG Actual
Extremely Low-income	1
Low-income	2
Moderate-income	5
Total	8

Table 7 – Number of Persons Served

Narrative Information

Of the households assisted with CDBG funding, five (5) were in the moderate-income (51-80% AMI) category and two (2) were in the low-income (31-50% AMI) category and one (1) was in the extremely low income (30% and below AMI).

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City is a member of the Broward County Homeless Partnership Initiative, which is the lead agency for the regional (Broward County) Continuum of Care. The City supports the Initiative and its efforts to end homelessness. Through regular meetings and reports provided by Broward County, the City is kept up to date with Tamarac's homeless population. While the City of Tamarac does not have an initiative in place for homelessness, the City continues to work with Broward County's Continuum of Care (CoC) Homeless Program. The Continuum of Care Program is a comprehensive management concept that requires a combination of services to be brought together in a coordinated effort to help move a family or individual from homelessness to self-sufficiency. The City work with non-profit organizations to provide shelter and transitional housing to the County's homeless, including those who live in Tamarac. In an effort to better serve the needs of the Continuum of Care for the Homeless and local agencies participation, HOME Consortium meetings began incorporating Homeless activities and topics of discussion into its monthly HOME meeting agenda. This allows for an ongoing partnership with the cities and Broward County to address homelessness.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

As a member of the CoC, the City supports the County's Strategic Plan to End Homelessness. As such, the City through its Public Service Social Services program assists low-income individuals and families avoid becoming homeless through the information al and referral services to other community partners. The City's Information and Referral program ensures that persons who are Homeless or in jeopardy of becoming homeless are pointed in the right direction of available resources and provided with appropriate linkages.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to

permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

As a member of the CoC, the City supports the County's Strategic Plan to End Homelessness. As such, the City through its Public Service Social Services program assists low-income individuals and families avoid becoming homeless through the informational and referral services to other community partners. The City's Information and Referral program ensures that persons who are Homeless or in jeopardy of becoming homeless are pointed in the right direction of available resources and provided with appropriate linkages.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City of Tamarac does not have a PHA but continues to disseminate information regarding public housing options to clients who inquire about Public Housing.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The City of Tamarac funds a purchase assistance program, which provides zero interest deferred loans to income eligible first-time homebuyers. The City also refers residents for home ownership counseling and lender's program as a way to negate predatory lending.

Actions taken to provide assistance to troubled PHAs

Not Applicable

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City through its Affordable Housing Advisory Committee (AHAC) addressed regulatory incentives which serves as public sector tools to facilitate private sector development of affordable housing. The committee is charged with reviewing established procedures, ordinances, land development regulations and adopted local government comprehensive plans of the City of Tamarac.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The primary obstacle to meeting underserved needs of low to moderate-income persons remains the lack of available funding from federal, state and local resources and the high cost of housing. As such, the City continues to support affordable housing efforts by focusing on the grants available through the CDBG, SHIP and HOME programs. The City funds programs such as purchase assistance funds to foster new affordable housing units throughout the City. The City also funds a residential rehabilitation program to address code violations, health and safety related repairs, as well as energy efficiency improvements.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City's approach to Lead-Based Paint compliance is to identify the presence of hazards through inspections as part of the Homeowner Rehabilitation. For homes built pre 1978 participating in CDBG program, the EPA's Protect Your Home pamphlets are provided to the homeowner. Inspections by a certified professional are provided and inspection reports are documented and kept in each client's file. Dependent upon the results of the lead base testing, appropriate remediation and abatement id required is performed.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

As established in the 2015-2019 Consolidated Plan, the City through its CDBG, HOME, SHIP activities support initiatives that preserve the supply of decent housing that is affordable to low- and moderate-income households; as well as initiatives that and expand the supply of housing that is affordable to low- and moderate-income households Through its Public Service programs, the City also support initiatives that benefit community's seniors, youth, families and those with special needs. The City's established housing activities focused on reducing housing

cost burden for low income households within the City. Where city resources are unable to assist, the City continues to utilize the referral process and coordination with area public and private entities with available programs and resources.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

All direct Housing Assistance Program funds are administered in-house by City staff. Since 2007 the City has provided the services necessary to carry out the intent of each funding source such as: monitor the distributions, provide income certification, prepare reports and offer direct assistance to the residents of Tamarac. Additionally, the City is a part of the HOME Consortium through Broward County, the administering agency; however, all delivery of service is completed by the City's Housing Division.

The Housing Division reports to the Director of Community Development. The Community Development Department consists of four Divisions: Housing, Planning and Zoning, Code Compliance, and Business Revenue

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City of Tamarac participates and attends several meetings coordinated between public, private and social services agencies. These relationships assists the City in properly assessing some of the needs of our special needs population. They also provide for better coordination and cooperation in finding common grounds and opportunities to collaborate and bring the necessary services to the community. Additionally, the City continue to work with the County, and local non-profit social service and housing providers to fully support the countywide Continuum of Care system to assist homeless families and individuals..

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

During FY2015/2016, the City placed fair housing information on its website. This included contact information for Broward County Civil Rights Division and the HUD-Miami office- Fair Housing and Equal Opportunity for residents to utilize. The City also attended the Broward County's Fair Housing Symposium and Reception in April 2016. The City also displayed Fair Housing posters in visible public places through the City of Tamarac.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Tamarac CDBG program is subject to monitoring by the US Department of Housing and Urban Development as well as Broward County Housing Finance and Community Development Department. The City of Tamarac uses the HUD's monitoring guide as a standard for implementing and monitoring the Housing programs. The City accomplishes its monitoring standard by performing ongoing program reviews, on-site monitoring and financial reviews. These reviews include but are not limited to the monitoring of actual performance versus proposed performance, ensure that proper paperwork and documentation are retained, ensure timely use of funds, review of client files for eligibility and continuous review of request for reimbursement packages. In addition, the City ensures that all applicable regulation and policies from various Federal and State agencies such as labor standards, environmental standards and fair housing, as applicable to the programs, are incorporated in the monitoring of the Housing programs. The City also monitors timeliness of expenditures of program funds as well as to ensure that accurate information is reported in the IDIS system. The City has consistently met timeliness standards for expenditure of funds and, through monitoring, has been able to reprogram funds where needs are greatest

Additional monitoring procedures and standards are outlined in the sub-recipient funding agreement between the City of Tamarac and Broward County. These monitoring standards and procedures include a timetable/schedule for projects, specific work tasks, a start-up date and a completion date. Sub-recipients are also required to submit, Monthly Progress Reports, chronologically detailing the steps taken to meet the quantifiable objectives enumerated. Monthly Progress Reports are intended to provide an update on a sub-recipients progress in meeting agreed upon objectives; they should include federally mandated reporting information.

The City also monitors its sub-recipient Parks and Recreation Department regarding their Information and Referral Specialist and Counseling activities. In conjunction with desk audits, at a minimum, on a monthly basis when invoices are submitted, Housing staff reviews the back-up documentation to ensure compliance is being met.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

In accordance with the City's adopted Citizen Participation Plan, a public notice was published in the Sun-Sentinel on November 14, 2016 notifying the public of the availability of the Consolidated Annual Performance and Evaluation Report for a 30-day public review and comment period. A Public Hearing for the CAPER took place on Wednesday, December 14, 2016 at 7:00 p.m. at the regular City Commission meeting.

The CAPER was made available for public review and comments commencing November 14, 2016 and ending December 14, 2016 at the following location:

Tamarac City Hall
Community Development Department
7525 NW 88th Avenue, Room 206
Tamarac, FL, 33321

No citizen comments have been received to date.

A copy of the public notices is included in Appendix A

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There were no significant changes in the City's program objectives during FY2015/2016.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No, the City of Tamarac has no open Brownfields Economic Development Initiatives.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

There are no Brownfields Economic Development Initiatives undertaken by the City of Tamarac.

PUBLIC NOTICE FOR COMMENTS AND HEARING
CITY OF TAMARAC, FLORIDA
CONSOLIDATED ANNUAL PERFORMANCE
EVALUATION REPORT (CAPER)
COVERING – OCTOBER 1, 2015 – SEPTEMBER 30, 2016

NOTICE IS HEREBY GIVEN that the City of Tamarac has prepared its Consolidated Annual Performance Evaluation Report (CAPER) as required by HUD under CFR-24; Part 91 and in compliance with the City's adopted Citizen Participation Plan. The CAPER assesses the City's performance for fiscal year 2015-2016 relative to the expenditure of funds provided by the Department of Housing and Urban Development (HUD), Community Development Block Grant (CDBG) Program.

Activities described in the FY 2015/2016 CAPER include Home Rehabilitation, Public Service, and General Program Administration.

The CAPER is available for public review and comments commencing November 14, 2016 and ending December 14, 2016 at the following location:

Tamarac City Hall
Community Development Department
7525 NW 88th Avenue, Room 206
Tamarac, FL, 33321

All comments must be submitted in writing by 5:00 p.m. on December 14, 2016 to the address listed above. A Public Hearing for the CAPER will take place on Wednesday, December 14, 2016 at 7:00 p.m. at the regular City Commission meeting, in the Commission Chambers, located at City Hall, 7525 N.W. 88th Avenue, Tamarac, FL 33321. The City will submit the CAPER and any comments received on or before the Public Hearing to the U.S. Department of Housing and Urban Development (HUD)

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 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